AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
November 22, 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. **County Judge's Office:**

A. **AI-57446** Discussion of the upcoming 85th Legislative Session.

B. **AI-57459** Discussion and approval of the Hidalgo County Amended and Restated Tax Increment Reinvestment Zone (TIRZ)Policy.

C. **AI-57465** Annual Toy Drive Update

6. **Constables:**

A. **AI-57368** Constable Precinct 4:
Discussion, consideration, and approval to appoint Alfonso Fuentes and Lee Cantu as Deputy Constables by Constable A. "J.R." Gaitan, Constable Precinct 4 in accordance with Texas Local Government Code Section 86.011.

7. **Sheriff's Office:**

A. **AI-57416** State Criminal Alien Assistance Program (SCAAP) Grant (1284):
Authorization and approval to accept the SCAAP 2016 grant in the amount of $13,375.00.

8. **Executive Office:**

A. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
1) Update on ongoing county owned building construction, relocation and/or renovation repair projects
2) Emergency situations occurring since last agenda meeting

B. **AI-57425** Presentation of 2016 County Best Practices Award from the Texas Association of Counties to Hidalgo County for Vehicle GPS Program

C. **AI-57201** 1. Discussion and action on tax resale bids received on the properties described (see attached list).
2. Discussion and action on Order for tax resale bid properties.

D. **AI-57434** Requesting approval to set bond amounts as set forth in the Texas LGC:
County Sheriff - 85.001(b)(3)
Constables - 86.002(a)

E. **AI-57456** Discussion, consideration and action to adopt County of Hidalgo Mass Gathering Rules and Regulations in accordance with Chapter 751 of the Health and Safety code.

F. **AI-57372** Executive Office - Texas DPS (1100):
Discussion, consideration, and action to withdraw administrative/clerical support to the Texas Department of Public Safety in 2017, in accordance with section 3.40 of the Civil Service Commission Rules, due to evolving Hidalgo County personnel strategies and priorities.

G. **AI-57462** Requesting approval to amend Agreement between Hidalgo County and Linn-San Manuel VFD to clarify that utilities are to be paid by the county

H. **AI-57395** Approval to accept settlement check from Allstate Insurance Company in the amount of $389.90 to settle auto accident claim. (Head Start)

I. **AI-57369** Requesting approval of reimbursement to Tomas Salazar in the amount of $7.50 for vehicle registration renewal for county unit

9. **Human Resources:**

A. **AI-57454** Human Resources (1100):
Status Report (update) on the Hidalgo County Compensation and Classification Plan (Grade and Step) Project.

B. **AI-57280** HIDTA CHAPTER 59 (1251):
1. Discussion, consideration, and approval of the following personnel action, effective next full pay period (11/28/2016):

Action	Dept/ Program	Slot#	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary
Reclassification	270-011	0028	Criminal Investigator II	$61,800.00	Task Force Operations Supervisor	$70,000.00

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

10. **Health & Human Services Department:**

A. **AI-57394** Requesting approval to allow Hidalgo County Health & Human Services staff in partnership with Hidalgo County Emergency Management staff to host and provide training for local Amateur Radio Operators at the Health Department conference room. The Field Day Exercise will be held on December 3, 2016.

B. **Health Care Funding District:**

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

2. **AI-57272** Approval to amend Hidalgo County Health Care Funding District Rules and Procedures, specifically Rule 3 (b).

C. **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-57191** Hidalgo County Emerging Adult Strategy Grant (1289):
1. Ratification of application and approval to accept the Grant Award for the Department of Justice(Bureau of Justice Assistance) for the Hidalgo County Emerging Adult Strategy grant in the amount of $600,000 for the grant period of 10/01/2016 - 09/30/2019
2. Approval of the resolution appointing Arnold K. Patrick the Authorized Official for the Hidalgo County Emerging Adult Strategy grant
3. Approval of certification of revenues as approved by the County Auditor's Office for the Hidalgo County Emerging Adult Strategy grant in the amount of $600,000.
4. Approval of the appropriation of funds in the amount of $600,000.

12. **IT Department:**

A. **AI-57397** BUDGET AND MANAGEMENT DEPT./ PURCHASING DEPT./DISTRICT ATTORNEY'S OFFICE
Authorization and approval to purchase new wireless data service and change wireless service plans through the County's membership/participation with CONTRACT: DIR-TSO-3415 with VERIZON WIRELESS for the following:

Department:	Qty:	Description:	User:	Service Plan:	MDN:
Budget & Management	8	Data Service for Surveillance Cameras	Constable Office Use	4G Mobile Broadband Unl @ $37.99/ea per month	8 New Activation
Purchasing	3	Change Cell Phone Service Plan	Office Use	Nationwide 400 Share N&W+M2M Unl 200 MSGS @ $24.99 + Taxes/Fees @ $5.00 = $29.99 X 3 = $89.97 per month	956-289-0752, 956-457-1132 & 956-515-8976
DA's	12	Change Cell Phone Service Plan	Office Use	Nationwide Unl Mins Email&Data Unl+MHS N&W/M2M/MSG Unl @ $69.99 + Taxes/Fees @ $5.00 = $74.99 X 12 = $899.88 per month	956-279-8479, 956-827-9198, 956-929-1630, 956-929-1648, 956-587-2017, 956-929-4459, 956-929-4460, 956-929-0015, 956-929-0125, 956-929-1577, 956-929-1970, 956-683-5514

DA's	2	Wireless Data Service	Office Use	4G Mobile Broadband Unl @ $37.99 each per month	956-269-2162 & 1 New Activation

B. **AI-57413** Approval to process the following invoice for Information Management Solutions, L.L.C., as a claim with authority for County Treasurer to issue a check after auditing procedures are completed by County Auditor.

Vendor	Invoice	Amount
Information Management Solutions, L.L.C.	#0008096	$7,980.00

13. **Urban County:**

A. **AI-57390** Hold a Public Hearing to consider public comments on the Method of Distribution for $4,313,027.00 in Community Development Block Grant Disaster Recovery funding from the Texas General Land Office Community Development and Revitalization Program for housing and non-housing assistance.

B. **AI-57427** Request for approval of the Hidalgo County Method of Distribution for 2015 Texas Community Development Block Grant Disaster Recovery funding, and a resolution for authorization to submit the Method of Distribution to the Texas General Land Office.

14. **Elections Administration:**

A. **AI-57317** 1. Discussion, consideration and action, but not limited to, the Election Updates.
2. Official canvassing of the Election Results for the November 8th 2016 General Election as per Texas Election Code Section 67.003.
3. Official canvassing of the Election Results for the November 8th 2016 Special Election of the Hidalgo County Justice of Peace, Precinct 3, Place 2 as per Texas Election Code Section 67.004.
4. Official canvassing of the Election Results for the November 8th 2016 Special Election for the Creation of a Countywide Hospital District in Hidalgo County as per Texas Election Code Section 67.004.

15. **Planning Department:**

A. **AI-57403** 1.Preliminary Approval with Variance
a. Saldivar Subdivision- Pct. 4 (Aida, Nicolas & Flora P. Saldivar) (Eubanks Road & Monte Cristo Road)
No. of Lots: 4 Single Family
Flood Zone: X (Unshaded)
Drainage: Yes, reconstruction of Eubanks Road side ditch.
ETJ: Yes, approved by City of McAllen

Water: Yes, provided by Sharyland water supply company
Sewer: Yes, OSSF
Paved: Yes, Eubanks Road (No internal streets)

2.Final Approval
a. Amended Minor Plat of RSBR DG (FM 2128) Subdivision- Pct. 4 (Rodney Hamby) (Richardson Road & Alamo Road)
No. of Lots: 1 Commercial
Flood Zone: X (Shaded)
Drainage: Yes, will be provided by onsite drainage detention.
ETJ: Yes, approved by City of Edinburg
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes, Richardson Road (No internal streets)

b. Alma Casandra Estates Subdivision- Pct. 1 (Reynaldo & Alma D. Robles) (Victoria Road & Mile 10 North Road)
No. of Lots: 3 Single Family
Flood Zone: X (Unshaded)
Drainage: Yes, Reconstruction of Victoria Road side ditch
ETJ: Yes, approved by the City of Donna
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes, Victoria Road (No internal streets)

c. Alondra La Blanca Ph. 1 Subdivision- Pct. 4 (Taek & Nancy V. Kim) (F.M. 493 & Mile 15 ½ North Road)
No. of Lots: 29 Single Family
Flood Zone: X (Shaded)
Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch Widening
ETJ: Yes, Approval was not required by the City of Elsa as per City manager.
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes, FM 493 and 1 internal street is paved.

d. Eduardo's Subdivision No. 14 - Pct. 3 (Diana Laura Izaguirre) (Trosper Road & Mile 3)
No. of Lots: 33 Single Family
Flood Zone: C
Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch Widening
ETJ: Yes, approved by the City of Mission
Water: Yes, provided by Sharyland Water Supply
Sewer: Yes, provided by the City of Mission
Paved: Yes, 4 internal streets paved

e. Del Rey Estates Unit 1 Subdivision- Pct. 4 (Kyndel W. Bennett) (Alamo Road [F.M. 907] & Canton Road)
No. of Lots: 44 Single Family, 10 Commercial
Flood Zone: B
Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch widening.
ETJ: Yes, approved by the City of Edinburg

Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes, Canton Road, Alamo Road and 3 internal streets paved

f. San Martin No. Subdivision -Pct. 1(Buena Tierra Dev., Inc.) (Canton Road & Val Verde Road[F.M. 1423])
No. of Lots: 67 Single Family
Flood Zone: C
Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch widening.
ETJ: Yes, approved by the City of Donna
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes, Canton Road and 4 internal streets paved

Final Approval With Financial Guarantee
g. G. C. Subdivision- Pct.4 (Gilberto & Maricruz Cantu) (Alberta Road & Raul Longoria Road[F.M. 1426])
No. of Lots: 2 Single Family
Flood Zone: B
Drainage: Yes, reconstruction of Alberta Road side ditch
ETJ: Yes, approved by the City of Edinburg
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, 1 OSSF existing and 1 OSSF escrowed : $1,500.00
Paved: Yes, Alberta Road

3.Reimbursements of Financial Guarantee
a. Falcon's Nest Ph. 1 Subdivision- Pct. 1 (Juan D. Salinas III, Owner) (F.M. 2812 & Kenyon Road)
Reimbursement request: $1,000.00 for installation of 1 OSSF

b. Palace Station Ph. 2 Subdivision- Pct. 4 (Richard A. Garza, President) (Canton Road & Tower Road)
Reimbursement request: $2,000.00 for installation of 2OSSF

c. Little Piece of Texas Subdivision- Pct. 4 (Richard A. Garza, Owner) (S.H. 186 & U.S. Hwy 281)
Reimbursement request: $13,600.00 for installation of 16OSSF

16. Precinct #1 - Comm. Cuellar:

A. AI-57449 Resolution in Honor of Elder B. Barton who fought in the Battle of San Jacinto as a member of the Texian Army. A state historical marker was dedicated on July 9, 2016 at the Hidalgo Cemetery, where Mr. Barton is buried, in honor of Mr. Barton's role in the Texas Revolution.

17. Budget & Management:

A. **AI-57419** Presentation of changes to United States Department of Labor Fair Labor Standards Act (FLSA) Regulations effective December 1, 2016.

B. **AI-57216** Texas VINE Grant:
Approval to submit the FY 2017 Texas VINE Grant reimbursement maintenance invoice in the amount of $6,928.83 (1st Qtr.) and the Texas Statewide Automated Victim Notification Service (SAVNS) County Verification of Continuing Production Record with the authority for County Judge to sign the required documents.

C. **Budget Appropriations:**

1. **AI-57303** Pct 4 Rd. Maint (1200):
A. Approval of certification of revenues as certified by the County Auditor for revenues received from the City of McAllen for the road improvements to Mile 5 Road(Taylor-Ware) and FM1925.
B. Approval of 2016 appropriation of funds into Pct 4 Rd. Maint in the amount of $44,822.80.

18. **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-57453** A. Submission/receipt of scoring sheets by HCCC members [i.e. "Committee"] for the purpose of tabulation and ranking of the nominated firms HDR AND HOK [which made presentations with Q&A at CC meeting of 03-31-16] so as to proceed with the next phase of the process;
Firm Avg. Score: Rank
1. HDR _____ _____
2. HOK _____ _____
B. Authority for the Purchasing Dept. [along with any other designated parties by CC] to commence the negotiation process to finalize an Architectural Services contract with the number one ranked firms of _____ for the design and construction of a New Hidalgo County Courthouse.

2. AI-57405 Acceptance and approval of Interlocal Governmental Agreement by and between Hidalgo County Appraisal District and the County of Hidalgo for YR 2017, in connection with participation with (a) Hidalgo County's "Self-Funded Group Health Insurance Program, Stop Loss Insurance, Accidental and Life/AD&D Insurance" and (b) Voluntary Products.

3. AI-57215 Recommendation [supported by both Purchasing & Auditor to] to "AMEND" current HC-PP&P, so as to permit the purchase of goods and/or services from $0.01 to $3,000.00 without requiring at least (3) quotes including, but not limited to the following:

Chapter VIII. <u>NON-BID PURCHASES</u>
A. 8.02. Non-Delegated Purchases Not Exceeding $5000.00, "AMEND" to the following: 8.02.01 WILL NOW REFLECT: Purchases Not Exceeding $3000.00
An authorized person shall complete a Form HCPD-01/Electronic Requisition [NOTE: Purchasing Department encourages, recommends and suggests the "better business practice" of soliciting pricing to achieve a "best value" result]; **AND,**
B. 8.03. Purchases Between $5,000.01 and $25,000.00 "AMEND" $3000.01 and $50,000.00 (Revision to the previous $25,000.00 Statutory Bidding Limit was enacted to $50,000.00 pursuant to House Bill 987 (Senate Bill 624 identical) effective 06-22-09.

4. AI-56902 A. Approval of order for exemption from competitive bidding requirements under Texas Local Government Code, Chapter/Section, 262.024 (a)(4), a professional service;

B. Acceptance and approval of a negotiated engagement/agreement/contract with Dr. Norma Jean Farley, MD/forensic pathologist for the provision of autopsies & related services as drafted and developed by District Attorney's Office confirming compliance with those provisions set forth in Government Code 2254- 1) on a basis of demonstrated competence and qualifications to perform the services; and, 2) for a fair and reasonable price (fees permitted by law).

5. AI-57259 a. Presentation and action in connection with the sole response received from Lewis & Ellis Actuaries" for RFP 2016-215-09-28-YZV-"Actuarial Consulting Services for GASB 43 and/or 45" for the purpose of Hidalgo County Commissioners' Court ranking as "qualified" [meeting the criteria] in order to continue to the next phase-negotiation process;

b. Requesting authority for Purchasing department to negotiate with the sole "qualified" respondent "Lewis & Ellis Actuaries" in order to finalize a contract for consideration and award.

6. AI-57203 a. Requesting approval to change the name on current lease agreement with/from Triple R Medical Facilities, Ltd. to new owner, CHCT Texas, LLC. (C-13-177-07-23)

b. Approval to exercise the County's option to extend, in an amendment form, for a one (1) year term under contract #C-13-177-07-23 with CHCT Texas, LLC, for Lease Office Space for Urban County Program, under the same rates, terms & conditions subject to compliance with HB1295 & HB23 if and when applicable

B. Pct. 1

1. AI-57418 Acceptance and approval of final construction contract documents for the following four (4) FEMA projects as listed:

	PROJECT NAME	PROJECT NO.	AWARD RECOMMENDATION TO VENDOR:	AMOUNT:
1	Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements - Mile 2 East Road	C-16-362-11-01	Asago Construction	$164,927.97
2	Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements - Mile 2 1/2 East Road	C-16-363-11-01	Asago Construction	$234,213.30
3	Hidalgo County Precinct No. 1 - FEMA Road Drainage Improvements - Mile 4 North	C-16-364-11-01	Asago Construction	$143,045.30
4	Hidalgo County Precinct No. 1 FEMA Road Drainage Improvements - Mile 8 North Road	C-16-361-11-01	Asago Construction	$168,377.57

2. AI-57381 Pursuant to Hidalgo County's Exiting Elected Official Policy, requesting approval of the following Requisitions and PO increases for HC Commissioner Pct #1:

- Purchase Order Increases #736148
- Requisition: 309805

C. Pct. 4

1. AI-57444 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

b. Presentation of scoring grid (for the purpose of ranking by CC) firms graded/evaluated through the County's approved "pool" of professional surveying services for: (On Call) "Surveying Services" for projects located within Hidalgo County Precinct No. 4:

SURVEYING FIRMS

Firm	ARANDA & ASSOCIATES, INC.	CVQ LAND SURVEYORS, LLC	SurGIS of TEXAS CORPORATION
Score by Evaluator 1	99	96	93
Ranking by CC			

c. Authority for the Purchasing Department to negotiate a professional services agreement for (On Call) "Surveying Services" for projects located within Hidalgo County Precinct No. 4, commencing with the No. 1 ranked firm: _____ .

D. Sheriff's Office

1. AI-57294 Authority to purchase three (3) 2017 vehicles for the Hidalgo County Sheriff's Office [thru our membership/participation with Buy Board contract #430-13 from awarded vendors Caldwell Country Ford and Caldwell Country Chevrolet through submitted Requisition #s 308542-$26,868.00 & 308543-$69,906.00.

E. Budget & Management

1. AI-57383 Acceptance and approval of invoices of Premium/Fees and attached hereto as 2017-2018 Coverage Summary for Property and Casualty Insurance Policies in the total amounts of $651,310.00 McGriff Siebles & Williams of Texas, Inc. and $1,802,351.00 to Montalvo Insurance Agency effective January 01, 2017 through January 01, 2018 with authority for County Treasurer to issue check after review, audit and processing procedures are completed by County Auditor with the authority for County Executive Officer to sign any applicable documentation received throughout term of insurance coverage.

19. Open Forum

20. **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-57370** Claim of Frontier Southwest Incorporated

D. **AI-57377** Claim of Norma Alcocer

21. 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 (subject to compliance with HB1295)

22. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-57371** Claim of Frontier Southwest Incorporated

D. **AI-57378** Claim of Norma Alcocer

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

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

25. **Adjourn**

AI-57446 **County Judge's Office** **5. A.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted For: Robert Villarreal, COUNTY JUDGE

Submitted By: Virginia Jones, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion of the upcoming 85th Legislative Session.

BACKGROUND

Discussion item only. No fiscal impact.

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/18/2016 01:34 PM
Linda Flores	Linda Flores	11/18/2016 04:29 PM
Final Approval	Monica Badillo	11/18/2016 05:28 PM
Form Started By: Virginia Jones		Started On: 11/18/2016 11:42 AM
Final Approval Date: 11/18/2016		

AI-57459 **County Judge's Office** **5. B.**

CC - REGULAR

Meeting Date: 11/22/2016

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

Department: COUNTY JUDGE

Information

CAPTION

Discussion and approval of the Hidalgo County Amended and Restated Tax Increment Reinvestment Zone (TIRZ)Policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact, amendment to policy only.

Attachments

DRAFT

LEGAL

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/18/2016 03:01 PM
Merlen P. Munoz	Merlen P. Munoz	11/18/2016 04:31 PM
Final Approval	Monica Badillo	11/18/2016 05:28 PM

Form Started By: Virginia Jones Started On: 11/18/2016 02:47 PM

Final Approval Date: 11/18/2016

AMENDED AND RESTATED
TAX INCREMENT REINVESTMENT ZONE
PARTICIPATION POLICY
FOR HIDALGO COUNTY

AS AMENDED NOVEMBER 22, 2016

I. General Purpose and Objectives

Hidalgo County is committed to the promotion of high quality development in all parts of the County and to ongoing improvement in the quality of life for its citizens. The County has determined that certain types of investment result in (i) the development or redevelopment of an area, (ii) creation of new jobs, (iii) new income and (iv) positive economic growth, all of which can be beneficial to the County as a whole. The County will, on a case-by-case basis, give consideration to participating in Tax Increment Reinvestment Zones to stimulate economic development in the County. It is the policy of the County that said consideration will be provided in accordance with the criteria outlined in this document. The County is not obligated to participate in a Tax Increment Reinvestment Zone ("TIRZ") and nothing herein will imply or suggest that the County is under any obligation to participate in a TIRZ. Applications for the County's participation in a Tax Increment Reinvestment Zone will be considered on a case-by-case basis, and the decision to approve or deny the County's participation to any particular applicant will be at the discretion of the Commissioners Court of the County. Adoption of this policy does not (1) limit the discretion of the Commissioners Court to decide whether to participate in a Tax Increment Reinvestment Zone, (2) limit the discretion of the Commissioners Court to delegate to its employees the authority to determine whether the Commissioners Court should consider participation in a Tax Increment Reinvestment Zone, or (3) create any property, contract or other legal right in any person to have the County consider or authorize the County's participation in a Tax Increment Reinvestment Zone.

II. Statutory Authority

Chapter 311 of the Texas Tax Code, the Tax Increment Financing Act (the "Act"), grants counties and cities the authority to create and participate in Tax Increment Reinvestment Zones.

To be designated as a Tax Increment Reinvestment Zone, an area must substantially arrest or impair the sound growth of the municipality or county creating the zone, retard the provision of housing accommodations, or constitute an economic or social liability and be a menace to the Hidalgo County public health, safety, morals, or welfare in its present condition and use as stated in Chapter 311 of the Texas Tax Code or otherwise meet the requirements of Section 311.005 of the Act.

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Prior to creation of a TIRZ, and for the County's consideration and participation in a Tax Increment Reinvestment Zone, all creating entities must fully comply with the requirements listed in Chapter 311 of the Texas Tax Code. The County will not consider participating in a Tax Increment Reinvestment Zone that has not complied with all the statutory requirements.

III. Definitions

1. "Act" means Chapter 311 of the Texas Tax Code, the Tax Increment Financing Act.

2. "Base Year" means the year in which a Tax Increment Reinvestment Zone is created by ordinance or order.

3. "Applicable M&O Tax Rate for any given year means the lesser of (i) the Base Year M&O Tax Rate and (ii) the M&O Tax Rate for the given year.

4. "County" means Hidalgo County.

5. "County M&O Tax Rate" means that portion of the ad valorem tax rate used by the County for maintenance and operation. At the time this amended and restated policy was adopted, the County M&O Tax Rate was 0.5225 per $100 dollars of valuation, which is subject to change by the County in accordance with applicable law.

6. "Creating entity" means the entity that has or will adopt an ordinance or order for the creation of a Tax Increment Reinvestment Zone.

7. "Multiple Zone Project" means a project that is in a zone that is adjacent to, contiguous with or otherwise somehow economically or geographically related to another zone within the same municipality the project plans for which allow for or require funding from one zone to be used, in accordance with the Act, in the other zone.

8. "Special Circumstances" means the criteria set forth in section VI.3.a below have been met.

9. "Tax Increment Fund" means the tax increment fund created by the creating entity for the deposit of Tax Increment Payments.

10. "Tax Increment Payment" means the total amount of ad valorem taxes levied and collected each year by participating entities that the County has agreed to pay to the Tax Increment Fund.

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11. "Tax Increment Reinvestment Zone", "TIRZ" or "zone" is an area designated by a government entity in accordance with and as authorized by Chapter 311 of the Texas Tax Code.

12. "TIRZ Project Plan" means a project plan as defined by Section 311.002(2) of the Texas Tax Code and as used in the Act.

13. "TIRZ Financing Plan" means a reinvestment zone financing plan as defined by Section 311.002(3) of the Texas Tax Code and as used in the Act.

14. "Transportation Zone" means Transportation Reinvestment Zone Number Two, Hidalgo County.

IV. Requirements

An applicant requesting the County's participation in a TIRZ must provide:

1. A proposed TIRZ Project Plan.

2. A proposed TIRZ Financing Plan.

3. A statement of the regional impact of the project for community/economic development.

4. A legal description and a map of the proposed TIRZ, including a map showing the location of the proposed TIRZ within an existing Enterprise Zone, if applicable, and the overlap, if any between the proposed TIRZ and the Transportation Zone. If the proposed TIRZ has an unusual configuration, a written explanation of the configuration, unless such information is included in other materials provided pursuant to this section.

5. Copy of the Public Hearing Notice for Creation of the TIRZ, if applicable.

6. Copy of all ordinances pertaining to the TIRZ, if applicable.

7. A statement specifying how the TIRZ meets the criteria set forth in Section 311.005 for creation of a TIRZ, unless such information is included in other materials provided pursuant to this section.

8. If applicable, a statement supporting the existence of Special Circumstances, and supporting documentation if not included in other materials provided pursuant to this section.

9. Such additional information as may be requested by the County for purposes of evaluating the proposed TIRZ and the impact on the County.

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Information must be provided in paper and electronic form to:

Hidalgo County Judge's Office
Economic Development Division
302 W. University Dr.
Edinburg, TX 78539

V. Eligibility:

All TIRZ applications shall be reviewed by a TIRZ Review Committee composed of the following:

1. A representative from the office of the Precinct Commissioner in which the proposed project is located;

2. A representative from the Hidalgo County Judge's Office-Economic Development Division, and

3. A representative from the Hidalgo County Department of Budget and Management.

A recommendation by the TIRZ Review Committee will be made to the Hidalgo County Commissioners' Court based on whether the proposed project meets the criteria set forth herein. In order for the TIRZ Review Committee to make a favorable recommendation, the TIRZ Review Committee must conclude that the TIRZ application at a minimum demonstrated each of the following:

a. Creation of a TIRZ is necessary for quality development in the proposed area;

b. The proposed TIRZ area can be quickly developed if proper infrastructure is constructed;

c. A TIRZ is the appropriate incentive tool to recruit or relocate worthy projects for community development;

d. The proposed TIRZ is likely to have an increase in real property taxable value within the first three years following the creation of the TIRZ; and

The TIRZ Review Committee must consider the following:

a. Public purpose of the proposed TIRZ;

b. Probability of development or redevelopment solely through private investment in the reasonably foreseeable future without County participation in a TIRZ;

c. Public improvements outlined and regional impact of public improvements;

DRAFT

d. Attraction of new development;

e. Impact to the County General Fund;

f. Risks associated with the County's participation in the TIRZ; and

g. Alternative economic development tools that can be used to promote community/economic development.

VI. Hidalgo County Participation:

1. The County's participation in any TIRZ will be limited to ad valorem real property taxes.

2. General Participation Not to Exceed 50% of the Applicable M&O Tax Rate on the Tax Increment. Except as specified in section VI.3 below, the County's participation in a TIRZ shall not exceed fifty percent (50%) of the revenue generated from the Applicable M&O Tax Rate as assessed and collected on the tax increment for the respective tax year. If the County M&O Tax Rate is greater than the Base Year County M&O Tax Rate during any year during the term of a zone in which the County participates, the County shall retain all taxes collected in excess of the 50% Base Year County M&O Tax Rate as assessed and collected on the tax increment for the respective tax year. If the County M&O Tax Rate is lower than the Base Year County M&O Tax Rate during any year during the term of a zone in which the County participates, the County contribution shall not exceed 50% of that year's lower County M&O Tax Rate.

3. Special Circumstances Allowing Participating Not to Exceed 100% of Applicable M&O Tax Rate. The TIRZ Review Committee may recommend the County participate at a rate in excess of 50% of the Applicable M&O Tax Rate in accordance with the provisions of this section.

    a. For purposes of this section, special circumstances exist when a project meets all of the criteria set forth in either (i), (ii) or (iii) below:

        i. the project includes both (A) development of sports and/or entertainment facilities and (B) either (i) development or redevelopment of public works, facilities or buildings or (ii) benefit to the County other than development or redevelopment of public works;

        ii. the project includes all of the following:

            (A) the zone is greater than 500 acres,

            (B) the zone is situated entirely within the extra territorial jurisdiction of the municipality creating the zone;

            (C) the entire zone must be annexed by the municipality within 12 months of the municipality's creation of the zone; and

(D) the municipality will be responsible for services (i.e. police, fire, road maintenance) within the zone that, absent the annexation and creation of the zone, would be the County's obligation; or

iii. the project is part of a Multiple Zone Project and the County finds that another zone in the Multiple Zone Project meets the requirements in (i) or (ii) above.

b. When the County finds that Special Circumstances criteria above are met, the County may in its discretion opt to participate at a greater amount than set forth in section VI.2, but shall not exceed one hundred percent (100%) of the Applicable M&O Tax Rate as assessed and collected on the tax increment for the respective tax year. If the County M&O Tax Rate is greater than the Base Year County M&O Tax Rate during any year during the term of a zone in which the County participates, the County shall retain all taxes collected in excess of the 100% Base Year County M&O Tax Rate as assessed and collected on the tax increment for the respective tax year. If the County M&O Tax Rate is lower than the Base Year County M&O Tax Rate during any year during the term of a zone in which the County participates, the County contribution shall not exceed 100% of that year's lower County M&O Tax Rate.

4. In addition to the other limitations set forth herein, with respect to any property during any given period, the County shall not commit an aggregate of more than one hundred percent (100%) of the Applicable M&O Tax Rate to a TIRZ and the Transportation Zone. Accordingly, (i) with respect to property that is within the overlap between the Transportation Zone and a TIRZ, notwithstanding the existence of special circumstances set forth in section VI.3 above, the County's maximum participation in a TIRZ prior to the expiration of the Transportation Zone is fifty percent (50%) of the revenue generated from the Applicable M&O Tax Rate as assessed and collected on the tax increment for the respective tax year and (ii) in the case of Special Circumstances, the County may participate in excess of such amount (not to exceed 100% of the Applicable M&O Tax Rate) outside of the overlap between the Transportation Zone and the TIRZ.

5. The County's participation in a TIRZ shall not be for a period greater than 20 or, in the event Special Circumstances apply, 40 years.

6. The County's participation shall be limited to reimbursement of public infrastructure costs.

7. The aggregate amount of the County's participation in a TIRZ shall not exceed either:

(i) the creating municipality's total contribution to a zone; unless (A) Special Circumstances apply and (B) the municipality is contributing a greater percentage of its tax rate than the County is contributing; and

DRAFT

(ii) the maximum total contribution agreed to by the County in an Interlocal Agreement with the entity creating a TIRZ and the developer (if applicable).

8. In the event the County decides to participate in a Tax Increment Reinvestment Zone, an Interlocal Agreement between the entity creating a TIRZ, the developer (if applicable), and the County must be negotiated, approved and executed before any tax increment payments are made. The Interlocal Agreement must outline payment procedures. The duration of an agreement shall be for a period of time determined appropriate by the Commissioners' Court of the County, which shall not exceed the period set forth in section VI.5 above.

9. The County's contribution shall not be used for (i) economic development incentives, (ii) grant matching funds, (iii) any use not allowed hereunder or (iv) any items not allowed under applicable law.

10. Except for contributing its respective Tax Increment Payment to the Tax Increment Fund, the County shall not have any obligation or responsibility for any costs or expenses associated with the development of the Tax Increment Reinvestment Zone or the implementation of the Project Plan.

11. The County retains the discretion to participate in Multiple Zone Projects.

12. Notwithstanding any shorter limit set forth in section VI.5 above, the County reserves the discretion to extend its participation in an existing Zone for a maximum of an additional ten (10) years provided the maximum period during which the County agrees to participate in the Zone, as extended, does not exceed forty (40) years. The following conditions apply to any such extension:

    a. the County determines that such extension is needed in order for the proposed project for the Zone to be completed due to a change in circumstances (such as a reduction in the amount of taxable property) since the time the County entered into the Interlocal Agreement for such Zone;
    b. the aggregate amount of the County's contribution to the Zone shall not exceed the Maximum Contribution, as such term is defined below;
    c. the term of the Zone either already extends to or beyond the proposed new end date of the County's participation or the party that created the Zone shall have amended the Zone such that the term extends at least to such proposed end date for the County's participation; and
    d. the County, the Zone and any other parties to the Interlocal Agreement shall enter into an amendment to or restatement of the Interlocal Agreement, which includes the Maximum Contribution and such other terms and conditions as may be required by the County.

    Maximum Contribution means: (i) the maximum amount of the County's contribution, if any, as set forth in the Interlocal Agreement at the time it was

DRAFT

originally entered into by the County, and (ii) in the event a maximum amount was not so designated, the projected County contribution, if any, so set forth and (iii) in the event no such amount was set forth, the County's estimate of the amount that the County expected to contribute pursuant to the Interlocal Agreement.

13. Questions regarding the Hidalgo County Tax Increment Reinvestment Zone Participation Policy should be directed to:

    Hidalgo County Judge's Office
    Economic Development Division
    302 W. University Dr.
    Edinburg, TX 78539
    (956) 318-2600

DRAFT

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

Fwd: Hidalgo County/Revised Draft of TIRZ Policy

From : Virginia R Jones <virginia.jones@co.hidalgo.tx.us> Mon, Nov 21, 2016 05:37 PM
Subject : Fwd: Hidalgo County/Revised Draft of TIRZ Policy 2 attachments
To : Monica Badillo <monica.badillo@co.hidalgo.tx.us>
Cc : Merlen Muñoz <merlen.munoz@co.hidalgo.tx.us>, Micheal <Michael.leo@co.hidalgo.tx.us>, Bobby <roberto.villarreal@co.hidalgo.tx.us>, letty chavez <letty.chavez@auditor.co.hidalgo.tx.us>

Monica, the following email is legal approval for Agenda Item 57459. Please attach a backup along with the revised draft of the TIRZ Policy.

Thank you!

Sent from my Sprint Samsung Galaxy S® 6.
-------- Original message --------
From: Debra Goetz <dlg@atlashall.com>
Date: 11/21/16 5:09 PM (GMT-06:00)
To: 'Michael Leo' <michael.leo@co.hidalgo.tx.us>
Cc: 'Roberto Villarreal' <roberto.villarreal@co.hidalgo.tx.us>, 'Steve Crain' <scrain@atlashall.com>, 'Virginia R Jones' <virginia.jones@co.hidalgo.tx.us>
Subject: Hidalgo County/Revised Draft of TIRZ Policy

Michael:

As discussed, attached is the revised draft of the TIRZ policy. This is the 'approved' draft for consideration at tomorrow's board meeting.

Debra L. Goetz
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502-3725
Direct Dial Number (956) 632-8242
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address dlg@atlashall.com

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image001.jpg
5 KB

Revised Draft of TIRZ Policy.pdf
143 KB

AI-57465 **County Judge's Office** **5. C.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted For: Julia Sullivan, PUBLIC AFFAIRS

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: PUBLIC AFFAIRS

Information

CAPTION

Annual Toy Drive Update

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/18/2016 04:45 PM
Final Approval	Monica Badillo	11/18/2016 05:28 PM

Form Started By: Monica Badillo Started On: 11/18/2016 04:42 PM

Final Approval Date: 11/18/2016

AI-57368 **Constables** **6. A.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted For: Horaldo Sanchez, CONSTABLE PCT. #4

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Precinct 4:
Discussion, consideration, and approval to appoint Alfonso Fuentes and Lee Cantu as Deputy Constables by Constable A. "J.R." Gaitan, Constable Precinct 4 in accordance with Texas Local Government Code Section 86.011.

BACKGROUND

Alfonso Fuentes and Lee Cantu - Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-421-00-294-001-0-XXX

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

BUDGETARY IMPACT:

Monies budgeted within position 294-001 slot no. 0007 & slot no. 0013.

Attachments

Chap86

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/14/2016 03:59 PM
Final Approval	Monica Badillo	11/18/2016 05:28 PM
Form Started By: Nayla Munoz		Started On: 11/14/2016 02:56 PM
Final Approval Date: 11/18/2016		

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) Except as provided by Subsection (c-1), a reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(c-1) If a constable appoints more than one reserve deputy constable, the constable may execute a blanket

surety bond to cover the reserve deputy constables. Instead of a reserve deputy constable executing an individual bond under Subsection (c) or the constable executing a blanket surety bond, the county may self-insure against losses that would have been covered by the bond.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, Sec. 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.822, eff. Sept. 1, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 261, Sec. 1, eff. June 17, 2011.

AI-57416 **Sheriff's Office** **7. A.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

State Criminal Alien Assistance Program (SCAAP) Grant (1284):
Authorization and approval to accept the SCAAP 2016 grant in the amount of $13,375.00.

BACKGROUND

On 3/22/16, Commissioners' Court approved the authorization to apply for the 2016 SCAAP Grant (AI #53722)
SCAAP funds are to be used for correctional purposes only.

Funds will be appropriated at a later date.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1284-423-00-280-042-6-XXX

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

BUDGETARY IMPACT:

No local match required.

Budget appropriation and certification of revenues to be submitted at a later date.

Attachments

award notification
Award notice SCAAP 2016

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	11/17/2016 03:42 PM
Budget & Management	Veronica Ortiz	11/17/2016 03:44 PM
Final Approval	Monica Badillo	11/18/2016 05:28 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 11/17/2016 11:18 AM

Final Approval Date: 11/18/2016

From: owner-bvp-list@ojp.usdoj.gov [mailto:owner-bvp-list@ojp.usdoj.gov] On Behalf Of SCAAP
Sent: Friday, October 07, 2016 1:01 PM
Subject: Fiscal Year 2016 SCAAP Awards

Dear SCAAP Recipient:

The Bureau of Justice Assistance (BJA) is pleased to announce that your Fiscal Year (FY) 2016 State Criminal Alien Assistance Program (SCAAP) award is complete and ready for drawdown. Please follow the instructions below to accept your FY 2016 SCAAP award:

-Access the Office of Justice Programs (OJP) Grants Management System (GMS) web site at https://grants.ojp.usdoj.gov/ and log on using your SCAAP user ID and password.

-Locate the Application status block that contains your FY 2016 SCAAP application. You will see the "View" and "Drawdown" links under the “Action” header located on the right side of this block.

-Click on "Drawdown." This will take you to an acceptance screen that displays your award number, jurisdiction name, and award amount at the top. Please print this screen for your records. Select at least one use of SCAAP funds on the provided list. Multiple selections are possible by holding down the Control key and clicking on the mouse.

-Review and click the certification checkbox before accepting the award. Only an employee (authorized representative or authorized point of contact) of the jurisdiction may accept the SCAAP funds.

-Use of SCAAP Awards: The Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, Title XI) included the following requirement regarding the use of SCAAP funds: "Amounts appropriated pursuant to the authorization of appropriations in paragraph (5) that are distributed to a State or political subdivision of a State, including a municipality, may be used only for correctional purposes." Beginning with FY 2007 SCAAP awards, SCAAP funds must be used for correctional purposes only: https://www.bja.gov/Funding/16SCAAP_Guidelines.pdf.

-Located at the bottom of the screen are the "Accept" and "Decline" buttons. After you accept your award, you will be taken to a screen that confirms your acceptance. Applicants are required to accept awards online within 60 calendar days of this award notice. This email serves as notice for you to accept your FY 2016 SCAAP award online. Please retain this email for your records.

-Following your acceptance of the SCAAP terms, conditions, and award amount, OJP will initiate an electronic payment to your bank account of record, verified through the online SCAAP registration process. Please retain the acceptance documents for your records.

-Allow 15 business days (from the date of acceptance) for the electronic payment process to occur.

For password resets, technical or system-related questions, please call the GMS Helpdesk at 1-888-549-9901, Option 3.

For questions concerning your SCAAP award amount or other award questions, please email joseph.husted@usdoj.gov or call 202-353-4411.

For questions related to the electronic transfer of funds or bank account of record, please contact the OJP Office of the Chief Financial Officer Customer Service Center at 1-800-458-0786

or AskOCFO@usdoj.gov.

Thank you

SCAAP Program Team
Bureau of Justice Assistance

FY 2016 State Criminal Alien Assistance Program 2016-H0612-TX-AP

OMB Number 1121-0243
Expires 02/29/2004

SCAAP Help
GMS Home
Log Off

Grant Number:	2016-AP-BX-0190
Jurisdiction:	County of Hidalgo
Vendor Number:	746000717
Award Amount:	$13,375

Fiscal Year 2016 Payment Acceptance and Electronic Transfer of Funds

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

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

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

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

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

FY 2016 SCAAP Use of Funds List

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

☑ As the CEO or authorized designee of this jurisdiction, I understand the guidelines and requirements as associated with the previous statements and agree to abide by them in all matters involving the FY 2016 State Criminal Alien Assistance Program.

Accept Decline

AI-57425 **Executive Office** **8. B.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Presentation of 2016 County Best Practices Award from the Texas Association of Counties to Hidalgo County for Vehicle GPS Program

BACKGROUND

Fiscal Impact

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/17/2016 03:47 PM
Linda Flores	Linda Flores	11/18/2016 09:54 AM
Final Approval	Monica Badillo	11/18/2016 05:28 PM

Form Started By: Monica Badillo Started On: 11/17/2016 03:36 PM

Final Approval Date: 11/18/2016

COUNTY BEST PRACTICES
AWARDS PROGRAM
NOMINATION FORM

I. Program Information

County: Hidalgo County

Program title: Hidalgo County Executive Office Vehicle GPS Program

Official/Individual playing significant role: J. Chris Trevino

Actual implementation date: July 22, 2015

II. Authorization

X

III. Contact Information

Name: J. Chris Trevino

Title: County Operations Administrator

Department: Hidalgo County Executive Office

Address: 2818 S. Bus. Hwy. 281

City/State/ ZIP: Edinburg, TX 78539

Telephone: (956)292-7655 Fax: (956)292-7034

Email: Chris.trevino@co.hidalgo.tx.us

IV. Signature of the County Judge or Elected Official/Auditor

Name: Ramon Garcia

Title: Hidalgo County Judge

Signature: Ramon Garcia

September 26, 2016

Mr. J. Chris Trevino
Hidalgo County Operations Administrator
2818 S. Bus. Hwy. 281
Edinburg, TX 78539

Dear Mr. Trevino:

Congratulations!

The Texas Association of Counties has selected your county to receive a 2016 County Best Practices Award for your "Executive Office Vehicle GPS Program."

Thank you for your efforts to better serve the public and for sharing the details of your outstanding program with us. To help spread the word and encourage replication of your innovation, TAC will share information about it in *County* magazine, on our social media channels and will provide you with a news release you can use to announce your achievement.

Please contact Kelley Nail to discuss the best time for TAC to present your award, perhaps during an upcoming Commissioners Court meeting. Her direct phone line is (512) 615-8904.

Again, well done! We appreciate your participation.

Sincerely,

Gene Terry
Executive Director

(512) 478-8753 • (800) 456-5974 • (512) 478-0519 FAX • www.county.org • 1210 San Antonio, Austin, TX 78701 • P.O. Box 2131, Austin, TX 78768-2131
Gene Terry, *Executive Director*

Hidalgo County

- Domestic Abuse Intervention Specialist, Sheriff Lupe Trevino, 2013
- Deaf Link/Accessibility Project, Partnered with Cameron County, Hidalgo and Cameron County's Judges and Commissioner's Courts, both Health and Emergency Management Departments, 2009
- Barrier/Levee Project, County Judge J.D. Salinas, Commissioner Hector Palacios, the International Boundary and Water Commission and the US Border Patrol, 2009
- Operation A.P.E. (Awareness, Prevention and Enforcement), Lupe Trevino, Sheriff, 2011
- Records Management: Record, Retain, Recycle, Arturo Guajardo, Jr., County Clerk, 2012

Hood County

- Road Damage Recovery Program, Commissioners Steve Barry and Dick Roan/Commissioner's Court, 2008

Houston County

- Summer Jobs for Teens and Seniors, Lonnie Hunt, County Judge, 2010
- Houston County Facebook Page, Lonnie Hunt, County Judge, 2011

Hunt County

- Special Collections, TA/C, 2001

Jim Hogg County

- County Vaquero Association, Commissioner's Court/Vaquero Association/Texas Legislature, 2006

Jim Wells County

- Prescribed Burn Ban, County judge Arnoldo Saenz/Extension Agent Rogelio Mercado, 2009

Johnson County

- Conquering the Growth Challenge, County Judge/Commissioner's Court/School District/City of Cleburne, 2005

AI-57201 **Executive Office** **8. C.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Discussion and action on tax resale bids received on the properties described (see attached list).
2. Discussion and action on Order for tax resale bid properties.

BACKGROUND

Resolution pending to be received.

Tiffany Scott Soliz
Public Affairs Coordinator
Valley - Edinburg
Linebarger Goggan Blair & Sampson, LLP
Attorneys at Law
Tiffany.Soliz@lgbs.com
205 South Pin Oak Avenue
Edinburg, TX 78539
Main: (956) 383-4500
Direct: (956) 289-7950
Fax: 956-383-7820

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

backup

order
PACKET

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/03/2016 11:39 AM
Merlen P. Munoz	Merlen P. Munoz	11/04/2016 08:07 AM
Final Approval	Monica Badillo	11/18/2016 05:28 PM

Form Started By: Monica Badillo Started On: 11/03/2016 11:34 AM
Final Approval Date: 11/18/2016

LAW OFFICES
OF
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
205 SOUTH PIN OAK AVE.
EDINBURG, TEXAS 78539

Telephone: (956) 383-4500
Facsimile: (956) 383-7820

November 22, 2016

Ms. Monica Salinas Badillo
Court Administrator
Hidalgo County Executive Office
2818 S. Business Hwy. 281
Edinburg, Texas 78539

RE: TAX RESALE PROPERTIES

Dear Ms. Badillo:

On October 4, 2016, our firm held a Tax Resale at the Hidalgo County Clerk Records Management Facility. We placed thirty five (35) previously struck-off properties for resale throughout Hidalgo County and received bids on thirty two properties. The resale of these properties was published in several newspapers throughout Hidalgo County.

Enclosed for the consideration of the Commissioner's Court and Drainage District # 1 Board of Directors is an analysis of each bid received, which indicates the amount to be prorated amongst Hidalgo County, Hidalgo County Drainage District # 1 and all other taxing jurisdictions. We are in the process of submitting the resale bids to La Joya Independent School District, Mission Consolidated Independent School District, City of Mission, South Texas College, South Texas Independent School District, City of Alton, City of McAllen, City of Progreso, City of Sullivan, Hidalgo County Irrigation district #16, Hidalgo County Irrigation district #6, McAllen Independent School District, Progreso Independent school District and United Irrigation District for their consideration.

If you have any questions or require further information, please do not hesitate to call me.

Very truly yours,

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

Kelly R. Salazar
Attorney for the Firm

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
October 4, 2016 TAX RESALE LIST
HIDALGO COUNTY

SUIT NUMBER	LEGAL DESCRIPTION	ACCOUNT NUMBER	OPENING BID	AMOUNT OF BID	AMOUNT FOR COUNTY	AMOUNT FOR DRAIN. DIST. # 1
T-843-97-C 1	A parcel of land out of the Northwest corner of Lot No. 16-3, West Addition to Sharyland, in Hidalgo County, Texas	W0100-00-016-0003-18	$7,450.00	$9,500.00	$1,184.75	$254.74
T-937-03-A 2	Lot A-2, Penn Rich Garden South Subdivision Unit 2, Hidalgo County, Texas	P5600-02-000-00A2-00	$20,900.00	$10,000.00	$1,447.67	$364.47
T-271-04-A 3	Lot 5, Block 33, Original Townsite, City of Mission, Hidalgo County, Texas "POSSIBLE UNSAFE STRUCTURE"	M5200-00-033-0005-00	$59,790.00	$17,500.00	$3,655.23	$773.67
T-716-04-E 4	1.0 ACRES OF LAND BEING THE SOUTH 1.0 ACRES OF THE NORTH 10.0 ACRES OF LOT 45-1, WEST ADDITION TO SHARYLAND SUBDIVISION	W0100-00-045-0001-06	$17,780.00	$9,600.00	$1,865.92	$205.69
T-897-04-F 5	Lot D, Los Jardines Subdivision, Hidalgo County, Texas.	L6220-00-000-0000-04	$38,461.00	$18,500.00	$3,704.99	$581.28
T-897-04-F 6	Lot 63, Los Jardines Subdivision, Hidalgo County, Texas.	L6220-00-000-0063-00	$22,150.00	$14,000.00	$3,022.99	$603.26
T-818-07-A 7	ALL OF LOT 136, PALM LAKE ESTATES SUBDIVISION UNIT NUMBER ONE (1), IN HIDALGO COUNTY, TEXAS	P1000-00-000-0136-00	$9,710.00	$13,000.00	$2,418.31	$201.37
T-411-10-E 9	A 0.287 acre tract of land, more or less, out of Lot 43-12, West Addition to Sharyland, Hidalgo County, Texas	S6200-00-000-0009-00	$19,590.00	$15,000.00	$3,201.52	$612.35
T-413-10-A 10	The North 50 feet of Lot 6, Block "C", Cinco De Mayo Ranch, an addition to Hidalgo County, Texas, according to the map or plat thereof, recorded in Volume 19, Page 24, Map Records of Hidalgo County, Texas. (Subject to United Irrigation District)	C4450-00-00C-0006-00	$21,726.00	$13,000.00	$2,045.16	$316.12
T-1319-10-C 11	Lot 7, Mission Center Subdivision, a subdivision to the City of Mission, Hidalgo County, Texas	M4935-00-000-0007-00	$171,100.00	$55,100.00	$11,428.71	$1,058.00
T-1319-10-C 12	The Northeast 1.00 acre of the South 8.55 acres, more or less, out of Lot 43-9, West Addition to Sharyland, an addition to Hidalgo County, Texas,	W0100-00-043-0009-35	$127,870.00	$26,000.00	$6,057.15	$570.94
T-1296-08-G 15	Lot 97, Retiree Haven Addition, Unit 2, City of McAllen, Hidalgo County, Texas,	R2300-02-000-0097-00	$39,111.00	$15,000.00	$2,873.17	$274.49

SUIT NUMBER	LEGAL DESCRIPTION	ACCOUNT NUMBER	OPENING BID	AMOUNT OF BID	AMOUNT FOR COUNTY	AMOUNT FOR DRAIN. DIST. # 1
T-1015-09-G 16	Lot 5, Block 1, Cathay Courts Addition, an addition to the City of McAllen, Hidalgo County, Texas,	C2300-00-001-0005-00	$37,730.00	$30,100.00	$6,225.35	$650.44
T-1669-13-H 17	Lot No. Ten (10), Block One (1), in Cathay Courts Annex, an addition to the City of McAllen, Hidalgo County, Texas,	C2300-00-001-0010-00	$65,990.00	$24,500.00	$5,123.77	$1,182.70
T-1059-97-B 18	28.66 Acres, ,more or less, out of Tract 303, Partition of Porciones 38, 39 and 40, Hidalgo County, Texas	10038-00-000-0303-03	$81,700.00	$30,000.00	$6,210.53	N/A
T-416-03-B 19	ALL OF LOT 24, IN COUNTRY ESTATES WEST ADDITION "A", AN ADDITION TO THE CITY OF LA JOYA, HIDALGO COUNTY, TEXAS	C9010-0A-000-0024-00	$19,275.00	$9,600.00	$1,478.63	$362.46
T-416-03-B 20	ALL OF LOT 25, IN COUNTRY ESTATES WEST ADDITION "A", AN ADDITION TO THE CITY OF LA JOYA, HIDALGO COUNTY, TEXAS	C9010-0A-000-0025-00	$19,275.00	$11,000.00	$1,769.04	$433.65
T-416-03-B 21	ALL OF LOT 26, IN COUNTRY ESTATES WEST ADDITION "A", AN ADDITION TO THE CITY OF LA JOYA, HIDALGO COUNTY, TEXAS,	C9010-0A-000-0026-00	$19,275.00	$12,500.00	$1,711.72	$407.57
T-1152-03-I 22	A .50 ACRE OUT OF THE EAST 145.6 FEET OF THE WEST 871.2 FEET OF THE NORTH 150 FEET OF LOT 10, BLOCK 18, TEXAS GARDENS, HIDALGO COUNTY, TEXAS	T2200-00-018-0010-16	$81,370.00	$20,500.00	$3,701.88	$407.25
T-1164-03-C 23, 24 & 25	Lot 6, Block 4, Lot 8, Block 4 & Lot 2, Block 6 Del Monte Orchard Co. Subdivision No. 1, a subdivision in Hidalgo County, Texas	D2800-00-004-0006-00 D2800-00-004-0008-00 D2800-00-006-0002-00	$213,410.00	$140,000.00	$25,982.25	$3,855.46
T-1114-04-G 26	LOT 56, BLOCK 49 OF THE TOWNSITE OF CITRUS CITY, HIDALGO COUNTY, TEXAS,	C4750-00-049-0056-00	$32,770.00	$12,000.00	$1,431.63	$230.48
T-1114-04-G 27	LOT 57, BLOCK 49 OF THE TOWNSITE OF CITRUS CITY, HIDALGO COUNTY, TEXAS,	C4750-00-049-0057-00	$32,420.00	$17,000.00	$2,144.37	$345.23
T-2679-09-A 28	LOT 18, BLOCK 23, TIERRA DORADA, HIDALGO COUNTY, TEXAS	T5250-00-023-0018-00	$21,360.00	$9,800.00	$1,344.85	$193.65
T-1368-10-I 29	Lot 41, Carlos Acres Subdivision, a subdivision in Hidalgo County, Texas	C1760-00-000-0041-00	$37,730.00	$16,000.00	$3,856.67	$481.04
T-1029-11-C 30	Lot 59-A, Benavides Subdivision, Hidalgo County, Texas	B2400-01-000-0059-01	$25,170.00	$10,500.00	$2,153.57	N/A
T-1070-11-I 31	Lot 125, Amended Plat of Palm Shores Subdivision, Unit No. 1, a subdivision in Hidalgo County, Texas,	P2750-01-000-0125-00	$13,710.00	$9,000.00	$952.93	N/A

SUIT NUMBER	LEGAL DESCRIPTION	ACCOUNT NUMBER	OPENING BID	AMOUNT OF BID	AMOUNT FOR COUNTY	AMOUNT FOR DRAIN. DIST. # 1
T-0339-12-A 32	The 0.457 acres, more or less, out of Tract 267 of the Partition of Porciones 38, 39 and 40, Hidalgo County, Texas	10038-00-000-0267-11	$7,060.00	$9,000.00	$2,184.79	N/A
T-0339-12-A 33	The 0.457 acres, more or less, out of Tract 267 of the Partition of Porciones 38, 39 and 40, Hidalgo County, Texas	10038-00-000-0267-00	$11,640.00	$9,000.00	$2,312.55	N/A
T-2370-14-H 34	0.20 acres, more or less, situated in the Northwest corner of Block 139, Los Ejidos Viejo Grant, Hidalgo County, Texas	L6050-00-000-0139-15	$45,560.00	$11,000.00	$2,488.88	$254.66
T-1377-09-B 35	0.686 acre, more or less, being a portion of the South 7.29 acres of Block 36 of the resubdivision of Blocks 25, 26, 35, 36, 47, 48, 57, 58, 69 and 70, Llano Grande Subdivision, a subdivision in Hidalgo County, Texas	L5025-00-000-0036-01	$39,910.00	$25,500.00	$4,614.37	$477.71

Total for Hidalgo County: $118,593.35
Total for Drainage District #1: $15,098.68
Total Amount Collected: $ 133,692.03

ORDER OF THE COMMISSIONERS' COURT OF HIDALGO COUNTY, TEXAS

On the 22nd day of November, 2016, at the regularly scheduled meeting of the Hidalgo County Commissioners' Court, a motion was duly made and seconded to resell properties described on the attached list, which were acquired by the County through previous tax foreclosure proceedings. The properties were sold in accordance with Texas Tax Code Ann. §34.05.

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

BE IT RESOLVED AND ORDERED that the Commissioners' Court of Hidalgo County, Texas approved the bids received on the properties described on the attached list and authorizes the County Judge of Hidalgo County, Texas to execute the tax resale deeds conveying the approved properties.

IT IS HEREBY RESOLVED, ORDERED AND SIGNED on this 22nd day of November, 2016.

_____

Ramon Garcia
County Judge
Hidalgo County

ATTEST:

_____

Arturo Guajardo, Jr.
County Clerk
Hidalgo County

Hidalgo County, Texas

OCTOBER 4, 2016

TAX RESALE BIDS

LINEBARGER GOGGAN
BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
205 SOUTH PIN OAK AVENUE
EDINBURG, TEXAS 78539
PHONE: 956.383.4500
FAX: 956.383.7820
www.lgbs.com

LAW OFFICES
OF
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
205 SOUTH PIN OAK AVE.
EDINBURG, TEXAS 78539

Telephone: (956) 383-4500
Facsimile: (956) 383-7820

November 22, 2016

Ms. Monica Salinas Badillo
Court Administrator
Hidalgo County Executive Office
2818 S. Business Hwy. 281
Edinburg, Texas 78539

RE: TAX RESALE PROPERTIES

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On the 22nd day of November, 2016, at the regularly scheduled meeting of the Hidalgo County Commissioners' Court, a motion was duly made and seconded to resell properties described on the attached list, which were acquired by the County through previous tax foreclosure proceedings. The properties were sold in accordance with Texas Tax Code Ann. §34.05.

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Ramon Garcia
County Judge
Hidalgo County

ATTEST:

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October 4th, 2016
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T-1164-03-C 23, 24 & 25	Lot 6, Block 4, Lot 8, Block 4 & Lot 2, Block 6 Del Monte Orchard Co. Subdivision No. 1, a subdivision in Hidalgo County, Texas	D2800-00-004-0006-00 D2800-00-004-0008-00 D2800-00-006-0002-00
T-1114-04-G 26	LOT 56, BLOCK 49 OF THE TOWNSITE OF CITRUS CITY, HIDALGO COUNTY, TEXAS,	C4750-00-049-0056-00
T-1114-04-G 27	LOT 57, BLOCK 49 OF THE TOWNSITE OF CITRUS CITY, HIDALGO COUNTY, TEXAS,	C4750-00-049-0057-00
T-2679-09-A 28	LOT 18, BLOCK 23, TIERRA DORADA, HIDALGO COUNTY, TEXAS	T5250-00-023-0018-00
T-1368-10-I 29	Lot 41, Carlos Acres Subdivision, a subdivision in Hidalgo County, Texas	C1760-00-000-0041-00

T-1029-11-C 30	Lot 59-A, Benavides Subdivision, Hidalgo County, Texas	B2400-01-000-0059-01
T-1070-11-I 31	Lot 125, Amended Plat of Palm Shores Subdivision, Unit No. 1, a subdivision in Hidalgo County, Texas	P2750-01-000-0125-00
T-0339-12-A 32	The 0.457 acres, more or less, out of Tract 267 of the Partition of Porciones 38, 39 and 40, Hidalgo County, Texas	10038-00-000-0267-11
T-0339-12-A 33	The 0.457 acres, more or less, out of Tract 267 of the Partition of Porciones 38, 39 and 40, Hidalgo County, Texas	10038-00-000-0267-00
T-2370-14-H 34	0.20 acres, more or less, situated in the Northwest corner of Block 139, Los Ejidos Viejo Grant, Hidalgo County, Texas	L6050-00-000-0139-15
T-1377-09-B 35	0.686 acre, more or less, being a portion of the South 7.29 acres of Block 36 of the resubdivision of Blocks 25, 26, 35, 36, 47, 48, 57, 58, 69 and 70, Llano Grande Subdivision, a subdivision in Hidalgo County, Texas	L5025-00-000-0036-01

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RESOLUTION

On the 22nd day of November 2016, at the regularly scheduled meeting of the Board of Directors of Hidalgo County Drainage District No. 1, a motion was duly made and seconded to resell properties described on the attached list, which were acquired by the District through previous tax foreclosure proceedings. The properties were sold in accordance with Texas Tax Code Ann. §34.05.

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

BE IT RESOLVED that the Board of Hidalgo County Drainage District No. 1 approves the bids received on the properties described on the attached list and authorizes the Chairman of the Board to execute the tax resale deeds conveying the approved properties.

SIGNED on this 22nd day of November 2016.

HIDALGO COUNTY

_____

Ramon Garcia
Chairman
Board of Directors

ATTEST:

_____

Arturo Guajardo, Jr.
County Clerk
Hidalgo County

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
October 4th, 2016
HIDALGO COUNTY DRAINAGE DISTRICT #1

SUIT NO.	LEGAL DESCRIPTION	ACCOUNT NUMBER
T-843-97-C 1	A parcel of land out of the Northwest corner of Lot No. 16-3, West Addition to Sharyland, in Hidalgo County, Texas	W0100-00-016-0003-18
T-937-03-A 2	Lot A-2, Penn Rich Garden South Subdivision Unit 2, Hidalgo County, Texas	M5200-00-033-0005-00
T-271-04-A 3	Lot 5, Block 33, Original Townsite, City of Mission, Hidalgo County, Texas "POSSIBLE UNSAFE STRUCTURE"	M5200-00-033-0005-00
T-716-04-E 4	1.0 ACRES OF LAND BEING THE SOUTH 1.0 ACRES OF THE NORTH 10.0 ACRES OF LOT 45-1, WEST ADDITION TO SHARYLAND SUBDIVISION	W0100-00-045-0001-06
T-897-04-F 5	Lot D, Los Jardines Subdivision, Hidalgo County, Texas.	L6220-00-000-0000-04
T-897-04-F 6	Lot 63, Los Jardines Subdivision, Hidalgo County, Texas.	L6220-00-000-0063-00
T-818-07-A 7	All of lot 136, palm lake estates subdivision unit number one (1), in hidalgo county, texas	P1000-00-000-0136-00
T-411-10-E 9	A 0.287 acre tract of land, more or less, out of Lot 43-12, West Addition to Sharyland, Hidalgo County, Texas	S6200-00-000-0009-00
T-413-10-A 10	The North 50 feet of Lot 6, Block "C", Cinco De Mayo Ranch, an addition to Hidalgo County, Texas, according to the map or plat thereof, recorded in Volume 19, Page 24, Map Records of Hidalgo County, Texas. (Subject to United Irrigation District)	C4450-00-00C-0006-00
T-1319-10-C 11	Lot 7, Mission Center Subdivision, a subdivision to the City of Mission, Hidalgo County, Texas	M4935-00-000-0007-00
T-1319-10-C 12	The Northeast 1.00 acre of the South 8.55 acres, more or less, out of Lot 43-9, West Addition to Sharyland, an addition to Hidalgo County, Texas,	W0100-00-043-0009-35

T-1296-08-G 15	Lot 97, Retiree Haven Addition, Unit 2, City of McAllen, Hidalgo County, Texas,	R2300-02-000-0097-00
T-1015-09-G 16	Lot 5, Block 1, Cathay Courts Addition, an addition to the City of McAllen, Hidalgo County, Texas,	C2300-00-001-0005-00
T-1669-13-H 17	Lot No. Ten (10), Block One (1), in Cathay Courts Annex, an addition to the City of McAllen, Hidalgo County, Texas,	C2300-00-001-0010-00
T-416-03-B 19	ALL OF LOT 24, IN COUNTRY ESTATES WEST ADDITION "A", AN ADDITION TO THE CITY OF LA JOYA, HIDALGO COUNTY, TEXAS	C9010-0A-000-0024-00
T-416-03-B 20	ALL OF LOT 25, IN COUNTRY ESTATES WEST ADDITION "A", AN ADDITION TO THE CITY OF LA JOYA, HIDALGO	C9010-0A-000-0025-00
T-416-03-B 21	ALL OF LOT 26, IN COUNTRY ESTATES WEST ADDITION "A", AN ADDITION TO THE CITY OF LA JOYA, HIDALGO COUNTY, TEXAS,	C9010-0A-000-0026-00
T-1152-03-I 22	A .50 ACRE OUT OF THE EAST 145.6 FEET OF THE WEST 871.2 FEET OF THE NORTH 150 FEET OF LOT 10, BLOCK 18, TEXAS GARDENS, HIDALGO COUNTY, TEXAS	T2200-00-018-0010-16
T-1164-03-C 23, 24 & 25	Lot 6, Block 4, Lot 8, Block 4 & Lot 2, Block 6 Del Monte Orchard Co. Subdivision No. 1, a subdivision in Hidalgo County, Texas	D2800-00-004-0006-00 D2800-00-004-0008-00 D2800-00-006-0002-00
T-1114-04-G 26	LOT 56, BLOCK 49 OF THE TOWNSITE OF CITRUS CITY, HIDALGO COUNTY, TEXAS,	C4750-00-049-0056-00
T-1114-04-G 27	LOT 57, BLOCK 49 OF THE TOWNSITE OF CITRUS CITY, HIDALGO COUNTY, TEXAS,	C4750-00-049-0057-00
T-2679-09-A 28	LOT 18, BLOCK 23, TIERRA DORADA, HIDALGO COUNTY, TEXAS	T5250-00-023-0018-00
T-1368-10-I 29	Lot 41, Carlos Acres Subdivision, a subdivision in Hidalgo County, Texas	C1760-00-000-0041-00
T-2370-14-H 34	0.20 acres, more or less, situated in the Northwest corner of Block 139, Los Ejidos Viejo Grant, Hidalgo County, Texas	L6050-00-000-0139-15

T-1377-09-B 35	0.686 acre, more or less, being a portion of the South 7.29 acres of Block 36 of the resubdivision of Blocks 25, 26, 35, 36, 47, 48, 57, 58, 69 and 70, Llano Grande Subdivision, a subdivision in Hidalgo County, Texas	L5025-00-000-0036-01

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-843-97-C; EDINBURG C.I.S.D., CITY OF EDINBURG AND SOUTHTEXAS COLLEGE VS JOSE ARREVALO, JR.

1. LEGAL DESCRIPTION: A parcel of land out of the Northwest corner of Lot No. 16-3, West Addition to Sharyland, in Hidalgo County, Texas
W0100-00-016-0003-18

PROPERTY LOCATION: ERMA ST

JUDGMENT DATE: 06/04/2001

DATE OF TAX SALE: 12/04/2016

YEARS IN JUDGMENT: 1988-2001

SHERIFF'S DEED RECORDED: 12/14/2016

AMOUNT OF JUDGMENT: $ 1,458.70

DATE OF TAX RESALE: October 4, 2016

COSTS OF SALE: $877.00

AMOUNT OF BID: $9,500.00

CURRENT APPRAISED VALUE: $8,197.00 **VALUE AT JUDGMENT:** $5,259.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Mission C.I.S.D.	$1,629.20	44.11%	$3,804.01
City of Mission	$652.32	17.66%	$1,523.10
South Texas I.S.D.	$42.81	1.16%	$99.96
South Texas College	$39.74	1.08%	$92.79
Hidalgo County	$507.41	13.74%	$1,184.75
United Irrigation District	$712.52	19.29%	$1,663.66
Hidalgo Co. Drain. Dist. No. 1	$109.10	2.95%	$254.74

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY OVERAGE TO YOUR GENERAL FUND.

BIDDER: R&H BORTHER LLC 1005 S. ABRAM RD MISSION TX. 78572

ATTENTION
TAX RESALE FORECLOSURE
THIS PROPERTY WAS SEIZED
FOR DELINQUENT TAXES AND WILL BE
SOLD AT PUBLIC AUCTION
ON
FOR MORE INFORMATION PLEASE CALL
OR VISIT OUR WEBSITE WWW.LGBS.COM
TAX RESALE NO.
1
LINEBARGER GOGGAN BLAIR &
SAMPSON, LLP
205 S. PIN OAK AVE.
EDINBURG, TX 78539

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ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-937-03-A; MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND CITY OF MISSION VS ANDREWS LAND CORPORATION

2. LEGAL DESCRIPTION: Lot A-2, Penn Rich Garden South Subdivision Unit 2, Hidalgo County, Texas as per plat thereof recorded in Volume 23 Pgae 47, Map Records, Hidalgo County, Texas

P5600-02-000-00A2-00

PROPERTY LOCATION: EVERGREEN AVE

JUDGMENT DATE: 12/09/2004

DATE OF TAX SALE: 03/03/2005

YEARS IN JUDGMENT: 1982-2003

SHERIFF'S DEED RECORDED: 05/09/2005

AMOUNT OF JUDGMENT: $ 10,566.21

DATE OF TAX RESALE: October 4, 2016

COSTS OF SALE: $1,790.00

AMOUNT OF BID: $10,000.00

CURRENT APPRAISED VALUE: $17,714.00 **VALUE AT JUDGMENT:** $24,345.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Mission C.I.S.D.	$4,722.49	48.65%	$3,994.52
City of Mission	$2,531.36	26.08%	$2,141.15
South Texas I.S.D.	$149.95	1.54%	$126.84
South Texas College	$160.02	1.65%	$135.35
Hidalgo County	$1,711.50	17.63%	$1,447.67
Hidalgo Co. Drain. Dist. No. 1	$430.89	4.44%	$364.47

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: NONDOD LLC P.O. BOX 3981 EDINBURG TX. 78540

ATTENTION
TAX RESALE FORECLOSURE
THIS PROPERTY WAS SEIZED
FOR DELINQUENT TAXES AND WILL BE
SOLD AT PUBLIC AUCTION
TAX RESALE NO.

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Search Type: Property Account # Search | Search Term: 258572
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ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

3. STYLE OF CASE: T-271-04-A; SOUTH TEXAS COLLEGE AND HIDALGO COUNTY VS GREGORIA SOSA SOTO, ET AL

LEGAL DESCRIPTION: Lot 5, Block 33, Original Townsite, City of Mission, Hidalgo County, Texas

M5200-00-033-0005-00

PROPERTY LOCATION: 104 MILLER AVE MISSION TX

JUDGMENT DATE: 11/16/2015

DATE OF TAX SALE: 02/03/2015

YEARS IN JUDGMENT: 1983-2014

SHERIFF'S DEED RECORDED: 04/17/2015

AMOUNT OF JUDGMENT: $ 27,738.08

DATE OF TAX RESALE: October 4, 2016

COSTS OF SALE: $1,8310.00

AMOUNT OF BID: $17,500.00

CURRENT APPRAISED VALUE: $27,903.00 **VALUE AT JUDGMENT:** $40,283.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Mission C.I.S.D.	$26,958.58	46.52%	$7,289.19
City of Mission	$11,047.04	19.06%	$2,986.95
South Texas I.S.D.	$1,249.28	2.16%	$337.79
South Texas College	$2,315.90	4%	$626.18
Hidalgo County	$12,972.06	22.38%	$3,507.45
Hidalgo Co. Drain. Dist. No. 1	$2,861.35	4.94%	$773.67
Road District #5	$546.54	.94%	$147.78

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: RAMIRO A. RESENDEZ 705 LAGO CT MISSION TX. 78572

ATTENTION
TAX RESALE FORECLOSURE
THIS PROPERTY WAS SEIZED
FOR DELINQUENT TAXES AND WILL BE
SOLD AT PUBLIC AUCTION
ON 10/4/16
FOR MORE INFORMATION PLEASE CALL 956-
OR VISIT OUR WEBSITE WWW.LGBS.COM
TAX RESALE NO.
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LINEBARGER GOGGAN BLAIR &
SAMPSON, LLP
205 S. PIN OAK AVE.
EDINBURG, TX 78539

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Search Type: Property Account # Search | Search Term: 238808

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

4. STYLE OF CASE: T-716-04-E; MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, AND UNITED IRRIGATION DISTRICT VS. JOSE TREVINO, JR.

LEGAL DESCRIPTION: 1.0 ACRES OF LAND BEING THE SOUTH 1.0 ACRES OF THE NORTH 10.0 ACRES OF LOT 45-1, WEST ADDITION TO SHARYLAND SUBDIVISION OF PORCIONES 53, 54, 55, 56, AND 57, HIDALGO CO.

W0100-00-045-0001-06

PROPERTY LOCATION: N INSPIRATION

JUDGMENT DATE: 05/01/2016

DATE OF TAX SALE: 08/07/2007

YEARS IN JUDGMENT: 1991-2005

SHERIFF'S DEED RECORDED: 07/26/2007

AMOUNT OF JUDGMENT: $8,844.62

DATE OF TAX RESALE: October 4, 2016

COSTS OF SALE: $2,148.00

AMOUNT OF BID: $9,500.00

CURRENT APPRAISED VALUE: $27,140.00 **VALUE AT JUDGMENT:** $17,496.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Mission C.I.S.D.	$10,161.37	66.05%	$4,856.26
Hidalgo Road District #5	67.17$	.44%	$32.10
South Texas I.S.D.	$298.25	1.94%	$142.54
South Texas College	$522.04	3.39%	$249.49
Hidalgo County	$3,904.30	25.38%	$1,865.92
Hidalgo Co. Drain. Dist. No. 1	$430.40	2.80%	$205.69

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: NONDOD LLC. P.O. BOX 3981 EDINBURG TX. 78540

ATTENTION
TAX REVALE FORECLOSURE

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ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

5. STYLE OF CASE: T-897-04-F; MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, CITY OF MISSION AND HIDALGO-KENEDY COUNTY EDUCATION DISTRICT NO. 10 VS. COLLECTING BANK N A AND MANUEL PENA

LEGAL DESCRIPTION: LOT D, LOS JARDINES SUBDIVISION, HIDALGO COUNTY, TEXAS.

L6220-00-000-0000-04

PROPERTY LOCATION: 401 BERTHA AVE MISSION TX.

JUDGMENT DATE: 08/24/2007

DATE OF TAX SALE: 02/05/2016

YEARS IN JUDGMENT: 1985-2006

SHERIFF'S DEED RECORDED: 03/11/15

AMOUNT OF JUDGMENT: $17,311.03

DATE OF TAX RESALE: October 4, 2016

COSTS OF SALE: $1,421.00

AMOUNT OF BID: $18,500.00

CURRENT APPRAISED VALUE: $26,710.00 **VALUE AT JUDGMENT:** $21,368.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Mission C.I.S.D.	$8,849.06	51.74%	$8,836.63
City of Mission	$3,912.66	22.88%	$3,907.16
South Texas I.S.D.	$250.48	1.46%	$250.13
South Texas College	$429.41	2.51%	$428.81
Hidalgo County	$2,975.17	17.40%	$2,970.99
Hidalgo Co. Drain. Dist. No. 1	$582.10	3.40%	$581.28
Hidalgo County Road District #5	$104.15	.61%	$104.00

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: R&H BROTHERS LLC 1005 S. ABRAM RD MISSION TX. 78572

ATTENTION
TAX REBATE FORECLOSURE
THIS PROPERTY HAS BEEN SEIZED
FOR DELINQUENT TAXES AND WILL BE
SOLD AT PUBLIC AUCTION
TAX REBATE INC

Seven Oaks Golf Course Meadow Creek
1 Mile Rd
Erma Ave
Donna Ave
Carolina Ave
Bertha Ave
Alma St
W F St
W G St
Show Search Results
60m
200ft

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

6. STYLE OF CASE: T-897-04-F; MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, CITY OF MISSION AND HIDALGO-KENEDY COUNTY EDUCATION DISTRICT NO. 10 VS. COLLECTING BANK N A AND MANUEL PENA

LEGAL DESCRIPTION: LOT 63, LOS JARDINES SUBDIVISION, HIDALGO COUNTY, TEXAS.

L6220-00-000-0063-00

PROPERTY LOCATION: 406 CAROLINA AVE MISSION TX.

JUDGMENT DATE: 08/24/2007

DATE OF TAX SALE: 02/05/2016

YEARS IN JUDGMENT: 1985-2006

SHERIFF'S DEED RECORDED: 03/11/15

AMOUNT OF JUDGMENT: $8,899.34

DATE OF TAX RESALE: October 4, 2016

COSTS OF SALE: $1,421.00

AMOUNT OF BID: $14,000.00

CURRENT APPRAISED VALUE: $16,268.00 **VALUE AT JUDGMENT:** $14,733.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Mission C.I.S.D.	$4,101.93	47.24%	$6,020.38
City of Mission	$1,584.93	19.10%	$2,434.42
South Texas I.S.D.	$162.13	1.95%	$249.03
South Texas College	$269.48	3.25%	$413.92
Hidalgo County	$1,893.60	22.82%	$2,908.53
Hidalgo Co. Drain. Dist. No. 1	$392.75	4.73%	$603.26
Hidalgo County Road District #5	$74.52	.90%	$114.46

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: JAMES P. ATKINS 101 E. WARBLER AVE MCALLEN TX. 78504

ATTENTION
TAX RESALE FORECLOSURE
THIS PROPERTY WAS SEIZED
FOR DELINQUENT TAXES AND WILL BE
SOLD AT PUBLIC AUCTION
TAX RESALE NO

Seven Oaks Golf Course
Meadow Creek
1 Mile Rd
Elma Ave
Donna Ave
Carolina Ave
Bertha Ave
S Los Ebanos Rd
W F St
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ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

7. STYLE OF CASE: T-818-07-A; MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT VS. VICTOR GAMA SANCHEZ

LEGAL DESCRIPTION: ALL OF LOT 136, PALM LAKE ESTATES SUBDIVISION UNIT NUMBER ONE (1), IN HIDALGO COUNTY, TEXAS,

P1000-00-000-0136-00

PROPERTY LOCATION: E LA POINTE

JUDGMENT DATE: 9/16/2009

DATE OF TAX SALE: 10/04/2011

YEARS IN JUDGMENT: 1994-2008

SHERIFF'S DEED RECORDED: 12/13/2011

AMOUNT OF JUDGMENT: $4,052.67

DATE OF TAX RESALE: October 4, 2016

COSTS OF SALE: $2,491.44

AMOUNT OF BID: $13,000.00

CURRENT APPRAISED VALUE: $18,704.00

VALUE AT JUDGMENT: $8,978.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Mission C.I.S.D.	$2,737.84	67.56%	$7,099.21
Hidalgo County Road District #5	$11.83	.29%	$30.68
South Texas I.S.D.	$70.01	1.73%	$181.54
South Texas College	$222.70	5.50%	$577.46
Hidalgo County	$932.63	23%	$2,418.31
Hidalgo Co. Drain. Dist. No. 1	$77.66	1.93%	$201.37

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: CRYSTAL CREEK PARTNERS, LLC 28323 MEADOW FALLS MAGNOLIA TX. 77355

ATTENTION
TAX RESALE FORECLOSURE
THIS PROPERTY WAS SEIZED
FOR DELINQUENT TAXES AND WILL BE
SOLD AT PUBLIC AUCTION
ON
FOR MORE INFORMATION PLEASE CALL 956-
OR VISIT OUR WEBSITE WWW.LGBS.COM
TAX RESALE NO.
LINEBARGER GOGGAN BLAIR &
SAMPSON LLP
205 S. PIN OAK AVE.
EDINBURG, TX 78539

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ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

9. STYLE OF CASE: T-411-10-E; MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND SOUTH TEXAS COLLEGE, ET AL VS. HENRY SANCHEZ JR.

LEGAL DESCRIPTION: A 0.287 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 43-12, WEST ADDITION TO SHARYLAND, HIDALGO COUNTY, TEXAS.

S6200-00-000-0009-00

PROPERTY LOCATION: E LA POINTE AVE

JUDGMENT DATE: 11/03/14

DATE OF TAX SALE: 11/03/2015

YEARS IN JUDGMENT: 1983-2013

SHERIFF'S DEED RECORDED: 12/21/2015

AMOUNT OF JUDGMENT: $14,980.14

DATE OF TAX RESALE: October 4, 2016

COSTS OF SALE: $2,049.00

AMOUNT OF BID: $15,000.00

CURRENT APPRAISED VALUE: $15,000.00

VALUE AT JUDGMENT: $15,036.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Mission C.I.S.D.	$8,643.48	61.83%	$8,007.37
City of Alton	$392.08	2.80%	$363.23
South Texas I.S.D.	$290.07	2.07%	$268.72
South Texas College	$537.35	3.84%	$497.80
Hidalgo County	$3,342.68	23.91%	$3,096.68
Hidalgo Co. Drain. Dist. No. 1	$661.00	4.73%	$612.35
Hidalgo County road District #5	$113.17	.81%	$104.84

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER:JAMES P. ATKINS 101 E. WERBLER AVE MCALLEN TX. 78504

ATTENTION
TAX RESALE FORECLOSURE
THIS PROPERTY WAS SEIZED
FOR DELINQUENT TAXES AND WILL BE
SOLD AT PUBLIC AUCTION
ON 12/4/16
FOR MORE INFORMATION PLEASE CALL 956-289-2552
OR VISIT OUR WEBSITE WWW.LGBS.COM
TAX RESALE NO.

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ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

10. STYLE OF CASE: T-413-10-A; MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND SOUTH TEXAS COLLEGE, ET AL VS. THE KNOWN AND UNKNOWN HEIRS OF W. PAUL WORTHEN

LEGAL DESCRIPTION: THE NORTH 50 FEET OF LOT 6, BLOCK "C", CINCO DE MAYO RANCH, AN ADDITION TO HIDALGO COUNTY, TEXAS,

C4450-00-00C-0006-00

PROPERTY LOCATION: 2313 TUESDAY AVE MISSION TX.

JUDGMENT DATE: 10/31/2013

DATE OF TAX SALE: 3/4/2014

YEARS IN JUDGMENT: 1987-2012

SHERIFF'S DEED RECORDED: 5/21/2014

AMOUNT OF JUDGMENT: $12,417.11

DATE OF TAX RESALE: October 4, 2016

COSTS OF SALE: $2,680.00

AMOUNT OF BID: $13,000.00

CURRENT APPRAISED VALUE: $20,625.00 **VALUE AT JUDGMENT:** $12,750.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Mission C.I.S.D.	$6,238.33	50.23%	$5,183.49
City of Mission	$2681.02	21.59%	$2,227.69
South Texas I.S.D.	$199.07	1.60%	$165.41
South Texas College	$456.89	3.70%	$382.13
Hidalgo County	$2,417.14	19.46%	$2,008.43
Hidalgo Co. Drain. Dist. No. 1	$380.45	3.06%	$316.12
Hidalgo County Road District #5	$44.21	.36%	$36.73

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: James P. Atkins 101 E. WARBLER AVE. MCALEN TX. 78504

ATTENTION
TAX RESALE FORECLOSURE
THIS PROPERTY HAS BEEN SOLD
FOR DELINQUENT TAXES AND WILL BE
SOLD AT PUBLIC AUCTION
ON
(FOR MORE INFORMATION PLEASE CALL
OR VISIT OUR WEBSITE WWW.LORES.COM
TAX RESALE NO.

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ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

11. STYLE OF CASE: T-1319-10-C; MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND SOUTH TEXAS COLLEGE, ET AL VS. THE KNOWN AND UNKNOWN HEIRS OF RODOLFO GONZALEZ

LEGAL DESCRIPTION: LOT 7, MISSION CENTER SUBDIVISION, A SUBDIVISION TO THE CITY OF MISSION, HIDALGO COUNTY, TEXAS.

M4935-00-000-0007-00

PROPERTY LOCATION: PERKINS ST

JUDGMENT DATE: 12/04/2014

DATE OF TAX SALE: 5/3/2016

YEARS IN JUDGMENT: 1996-2013

SHERIFF'S DEED RECORDED: 6/29/2016

AMOUNT OF JUDGMENT: $144,398.29

DATE OF TAX RESALE: October 4, 2016

COSTS OF SALE: $578.00

AMOUNT OF BID: $55,100.00

CURRENT APPRAISED VALUE: $136,125.00 **VALUE AT JUDGMENT:** $136,125.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Mission C.I.S.D.	$72,251.63	50.04%	$27,280.70
City of Edinburg	$29,465.36	20.41%	$11,125.50
South Texas I.S.D.	$2,299.81	1.59%	$868.36
South Texas College	$7,311.70	5.06%	$2,760.74
Hidalgo County	$30,026.26	20.79%	$11,337.29
Hidalgo Co. Drain. Dist. No. 1	$2,802.05	1.94%	$1,058.00
Hidalgo County Road District #5	$242.11	.17%	$91.42

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: ACJ LLC 409 E. RIDGE RD. PHARR TX.

ATTENTION

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E Griffin Pkwy
Shary Municip Golf Course

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

12. STYLE OF CASE: T-1319-10-C; MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND SOUTH TEXAS COLLEGE, ET AL VS. THE KNOWN AND UNKNOWN HEIRS OF RODOLFO GONZALEZ

LEGAL DESCRIPTION: THE NORTHEAST 1.00 ACRE OF THE SOUTH 8.55 ACRES, MORE OR LESS, OUT OF LOT 43-9, WEST ADDITION TO SHARYLAND, AN ADDITION TO HIDALGO COUNTY, TEXAS

W0100-00-043-0009-35

PROPERTY LOCATION: E HARDING

JUDGMENT DATE: 12/04/2014

DATE OF TAX SALE: 5/3/2016

YEARS IN JUDGMENT: 1995-2014

SHERIFF'S DEED RECORDED: 06/19/2016

AMOUNT OF JUDGMENT: $109,301.00

DATE OF TAX RESALE: October 4, 2016

COSTS OF SALE: $578.00

AMOUNT OF BID: $26,000.00

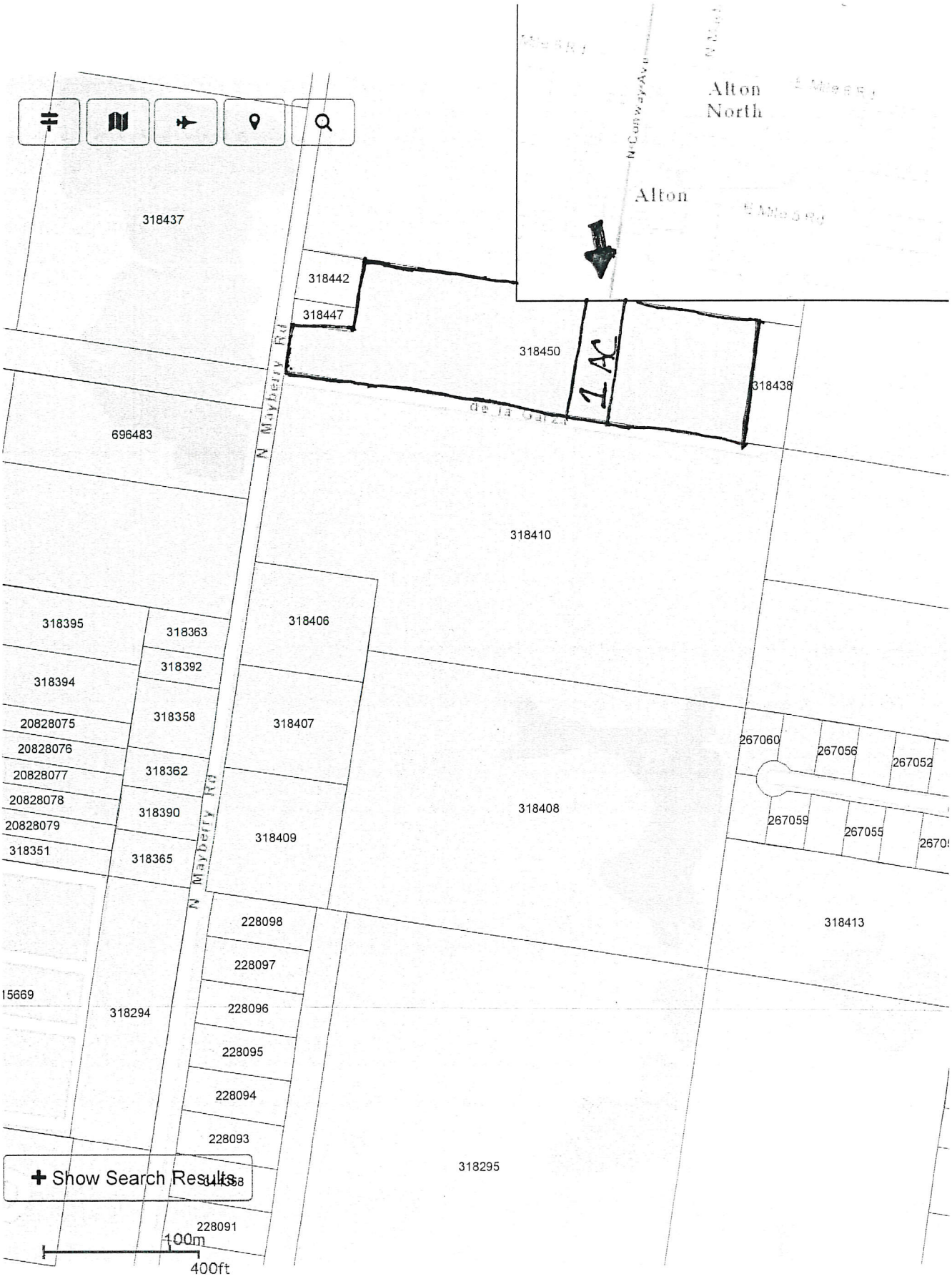
CURRENT APPRAISED VALUE: $123,449.00 **VALUE AT JUDGMENT:** $104,343.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Mission C.I.S.D.	$72,167.90	66.14%	$16,812.97
United Irrigation District	$942.76	.86%	$219.63
South Texas I.S.D.	$1,988.70	1.82%	$463.31
South Texas College	$5,571.50	5.11%	$1,297.99
Hidalgo County	$25,716.91	23.57%	$5,991.27
Hidalgo Co. Drain. Dist. No. 1	$2,450.70	2.25%	$570.94
Hidalgo County Road District #5	$282.80	.26%	$65.88

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Manuel Angel Murillo 16500 N. Eubanks Rd. Edinburg Tx. 78541

ATTENTION
TAX RESALE FORECLOSURE
THIS PROPERTY WAS SEIZED
FOR DELINQUENT TAXES AND WILL BE
SOLD AT PUBLIC AUCTION
ON 10/4/16
FOR MORE INFORMATION PLEASE CALL 956-289-7951
OR VISIT OUR WEBSITE WWW.LGBS.COM
TAX RESALE NO.
13
LINEBARGER GOGGAN BLAIR &
SAMPSON, LLP
205 S. PIN OAK AVE.
EDINBURG, TX 78539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ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

15. STYLE OF CASE: T-1296-08-G; MCALLEN INDEPENDENT SCHOOL DISTRICT, CITY OF MCALLEN AND SOUTH TEXAS COLLEGE, ET AL VS. RAFAEL & ORELIA M. DE LUNA, ET AL

LEGAL DESCRIPTION: LOT 97, RETIREE HAVEN ADDITION, UNIT 2, CITY OF MCALLEN, HIDALGO COUNTY, TEXAS

R2300-02-000-0097-00

PROPERTY LOCATION: 6200 CALLE DE CARINO

JUDGMENT DATE: 12/02/2015

DATE OF TAX SALE: 03/01/2016

YEARS IN JUDGMENT: 1995-2014

SHERIFF'S DEED RECORDED: 04/26/2016

AMOUNT OF JUDGMENT: $35,643.21

DATE OF TAX RESALE: October 4, 2016

COSTS OF SALE: $1,432.00

AMOUNT OF BID: $15,000.00

CURRENT APPRAISED VALUE: $52,500.00 **VALUE AT JUDGMENT:** $29,700.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
McAllen I.S.D.	$18,761.71	53.73%	$7,290.40
City of McAllen	$5,671.64	16.24%	$2,203.88
South Texas I.S.D.	$576.78	1.65%	$224.12
South Texas College	$1,806.41	5.17%	$701.93
Hidalgo County	$7,394.05	21.18%	$2,873.17
Hidalgo Co. Drain. Dist. No. 1	$706.40	2.02%	$274.49

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: NONDOD LLC P.O. Box 3981 Edinburg TX. 78540

ATTENTION

HIDALGO GAS FIELD
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ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

16. STYLE OF CASE: T-1015-09-G; MCALLEN INDEPENDENT SCHOOL DISTRICT, CITY OF MCALLEN AND SOUTH TEXAS COLLEGE, ET AL VS. MARILYN CASTILLO

LEGAL DESCRIPTION: LOT 5, BLOCK 1, CATHAY COURTS ADDITION, AN ADDITION TO THE CITY OF MCALLEN, HIDALGO COUNTY, TEXAS.

C2300-00-001-0005-00

PROPERTY LOCATION: 200 S PEKING ST.

JUDGMENT DATE: 09/22/2015

DATE OF TAX SALE: 03/01/2016

YEARS IN JUDGMENT: 2001-2014

SHERIFF'S DEED RECORDED: 04/26/2016

AMOUNT OF JUDGMENT: $31,439.80

DATE OF TAX RESALE: October 4, 2016

COSTS OF SALE: $2,159.00

AMOUNT OF BID: $30,100.00

CURRENT APPRAISED VALUE: $54,484.00 **VALUE AT JUDGMENT:** $55,336.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
McAllen I.S.D.	$15,177.67	48.28%	$13,489.00
City of McAllen	$6,184.27	19.67%	$5,496.21
South Texas I.S.D.	$549.62	1.75%	$488.47
South Texas College	$1,899.89	6.04%	$1,688.60
Hidalgo County	$6,905.81	21.97%	$6,137.47
Hidalgo Co. Drain. Dist. No. 1	$721.54	2.30%	$641.26

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: R&H Brothers LLC. 1005 S. Abram Rd. Mission TX. 78572

ATTENTION
TAX RESALE FORECLOSURE
THIS PROPERTY WAS SEIZED
FOR DELINQUENT TAXES AND WILL BE
SOLD AT PUBLIC AUCTION
ON 12/4/18
FOR MORE INFORMATION PLEASE CALL 956-289-2637
OR VISIT OUR WEBSITE WWW.LGBS.COM
TAX RESALE NO.
16 T-1015-0750
LINEBARGER GOGGAN BLAIR &
SAMPSON, LLP
265 S. PIN OAK AVE.
EDINBURG, TX 78539

McAllen
Rio Valley Switching Company
E Cedar Ave
E Dallas Ave
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S Cynthia St
S Peking St
S 1st St
E Dallas Ave
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Show Search Results
60m
200ft

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

17. STYLE OF CASE: T-1669-13-H; SOUTH TEXAS COLLEGE AND CITY OF MCALLEN, ET AL VS. FRANCISCO MARTINEZ

LEGAL DESCRIPTION: LOT NO. TEN (10), BLOCK ONE (1), IN CATHAY COURTS ANNEX, AN ADDITION TO THE CITY OF MCALLEN, HIDALGO COUNTY, TEXAS.

C2300-00-001-0010-00

PROPERTY LOCATION: 220 S PEKING ST.

JUDGMENT DATE: 09/21/2015

DATE OF TAX SALE: 2/2/2016

YEARS IN JUDGMENT: 1984-2015

SHERIFF'S DEED RECORDED: 03/02/2015

AMOUNT OF JUDGMENT: $57,121.84

DATE OF TAX RESALE: October 4, 2016

COSTS OF SALE: $3,398.00

AMOUNT OF BID: $24,500.00

CURRENT APPRAISED VALUE: $43,651.00

VALUE AT JUDGMENT: $49,774.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
McAllen I.S.D.	$32,905.59	57.61%	$12,156.01
City of McAllen	$3,296.14	5.77%	$1,217.66
South Texas I.S.D.	$1,388.18	2.43%	$512.82
South Texas College	$2,460.68	4.31%	$909.03
Hidalgo County	$13,869.74	24.28%	$5,123.77
Hidalgo Co. Drain. Dist. No. 1	$3,201.51	5.60%	$1,182.70

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: NONDOD LLC P.O. Box 3981 Edinburg Tx. 78540

ATTENTION
TAX RESALE FORECLOSURE
THIS PROPERTY WAS SEIZED
FOR DELINQUENT TAXES AND WILL BE
SOLD AT PUBLIC AUCTION
ON 10/4/16
FOR MORE INFORMATION PLEASE CALL 866-
OR VISIT OUR WEBSITE WWW.LGBS.COM
TAX RESALE NO.
17

McAllen
E Cedar Ave
E Jackson Ave
US 83 SR
S 1st St
S Cynthia St
S Peking St
S Ross Ellen
E Dallas Ave
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133644
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267066
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ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

18. STYLE OF CASE: T-1059-97-B; LA JOYA INDEPENDENT SCHOOL DISTRICT, HIDALGO-KENEDY COUNTY EDUCATION DISTRICT NO. 10, HIDALGO COUNTY AND SOUTH TEXAS COMMUNITY COLLEGE VS. EULALIA NUNEZ DE FLORES, ET AL

LEGAL DESCRIPTION: 28.66 ACRES, ,MORE OR LESS, OUT OF TRACT 303, PARTITION OF PORCIONES 38, 39 AND 40, HIDALGO COUNTY, TEXAS.

10038-00-000-0303-03

PROPERTY LOCATION: W OLD MILITARY RD

JUDGMENT DATE:08/14/2013

DATE OF TAX SALE: 02/04/2014

YEARS IN JUDGMENT: 1978-2012

SHERIFF'S DEED RECORDED: 02/19/2014

AMOUNT OF JUDGMENT: $63,976.22

DATE OF TAX RESALE: October 4, 2016

COSTS OF SALE: $2,767.28

AMOUNT OF BID: $30,000.00

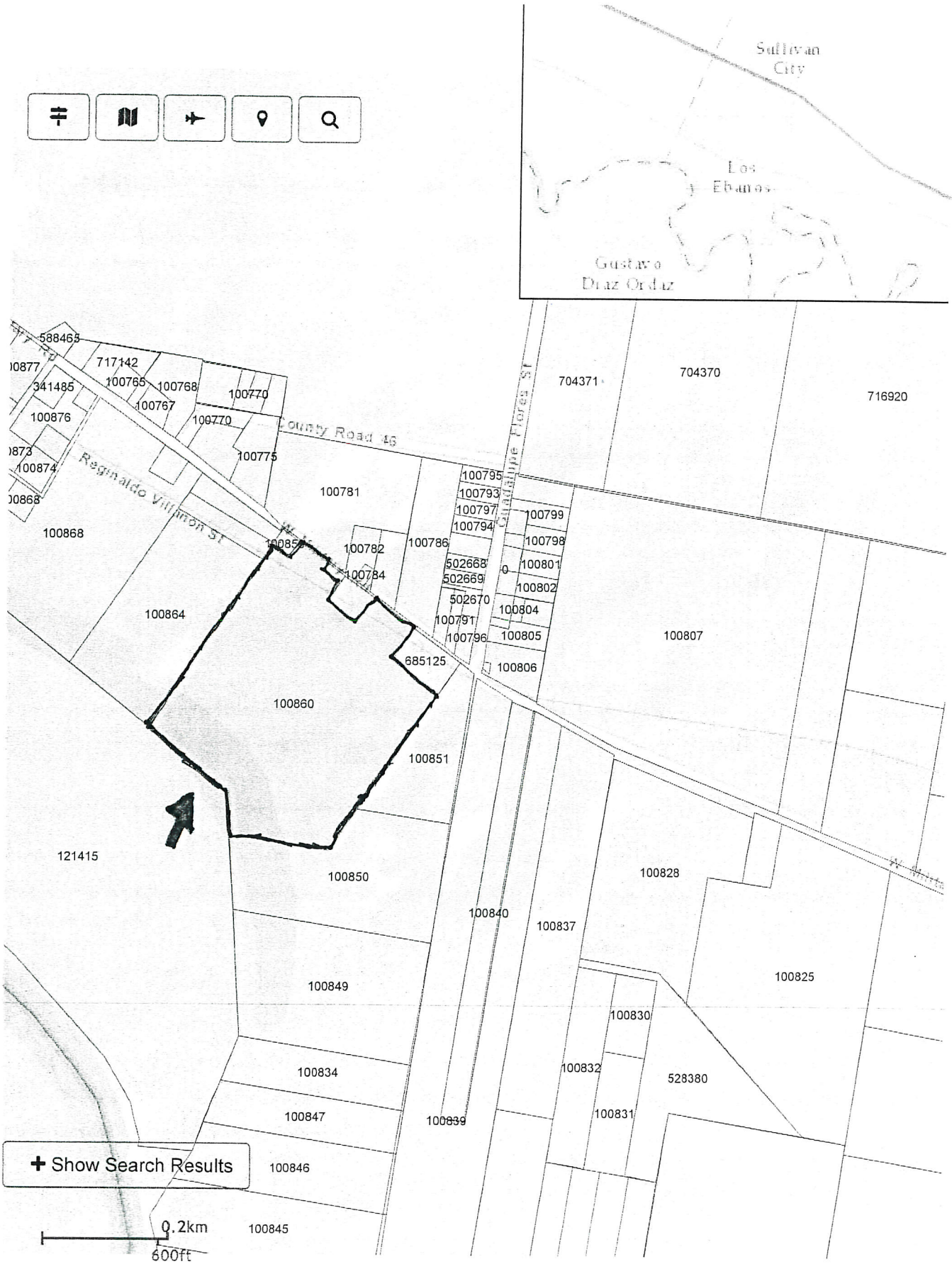
CURRENT APPRAISED VALUE: $43,651.00 **VALUE AT JUDGMENT:** $118,999.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
La Joya I.S.D.	$43,761.13	68.40%	$18,627.77
HKCEDU10	$2,017.13	3.15%	$858.63
South Texas I.S.D.	$1,279.88	2%	$544.81
South Texas College	$2,328.06	3.64%	$990.98
Hidalgo County	$14,590.02	22.81%	$6,210.53

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: NONDOD LLC P.O. Box 3981 Edinburg Tx. 78540

ATTENTION
TAX RESALE FORECLOSURE
THIS PROPERTY WAS SEIZED
FOR DELINQUENT TAXES AND WILL BE
SOLD AT PUBLIC AUCTION
ON 10/4/16
FOR MORE INFORMATION PLEASE CALL 956-289-7951
OR VISIT OUR WEBSITE WWW.LGBS.COM
TAX RESALE NO.
18
LINEBARGER GOGGAN BLAIR &
SAMPSON, LLP
205 S. PIN OAK AVE.
EDINBURG, TX 78539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Los Ebanos
Gustavo Diaz Ordaz
County Road 46
Reginaldo Villanon St
Guadalupe Flores St
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ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

19. STYLE OF CASE: **T-416-03-B** LA JOYA INDEPENDENT SCHOOL DISTRICT, HIDALGO COUNTY AND SOUTH TEXAS COLLEGE VS. JOHN S. SHOTTILS

LEGAL DESCRIPTION: ALL OF LOT 24, IN COUNTRY ESTATES WEST ADDITION "A", AN ADDITION TO THE CITY OF LA JOYA, HIDALGO COUNTY, TEXAS

C9010-0A-000-0024-00

PROPERTY LOCATION: JENNIFER LN

JUDGMENT DATE: 11/14/2007

DATE OF TAX SALE: 07/02/2013

YEARS IN JUDGMENT: 1982-2013

SHERIFF'S DEED RECORDED: 09/30/2013

AMOUNT OF JUDGMENT: $8,308.88

DATE OF TAX RESALE: October 4, 2016

COSTS OF SALE: $2,630.00

AMOUNT OF BID: $9,500.00

CURRENT APPRAISED VALUE: $16,875.00

VALUE AT JUDGMENT: $10,313.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
La Joya I.S.D.	$5,275.97	63.50%	$4,425.81
Hidalgo Co. Irrigation Dist. #6	$507.52	6.11%	$425.74
South Texas I.S.D.	$146.58	1.76%	$122.96
South Texas College	$184.06	2.22%	$154.40
Hidalgo County	$1,654.99	19.92%	$1,388.31
Hidalgo Co. Drain. Dist. No. 1	$432.09	5.20%	$362.46
Hidalgo Co. Road Dist. #5	$107.67	1.30%	$90.32

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER:Juan Carlos Rincon Jr. 8021 Brushline Rd. Mission Tx. 78574

ATTENTION
TAX REDEALE FORECLOSURE

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Jennifer St
Bentsen Palm Rd
Jamies St
N Palm Leaf Cir
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Show Search Results

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

20. STYLE OF CASE: **T-416-03-B** LA JOYA INDEPENDENT SCHOOL DISTRICT, HIDALGO COUNTY AND SOUTH TEXAS COLLEGE VS. JOHN S. SHOTTILS

LEGAL DESCRIPTION: ALL OF LOT 25, IN COUNTRY ESTATES WEST ADDITION "A", AN ADDITION TO THE CITY OF LA JOYA, HIDALGO COUNTY, TEXAS

C9010-0A-000-0025-00

PROPERTY LOCATION: JENNIFER LN

JUDGMENT DATE: **11/14/2007**

DATE OF TAX SALE: **07/02/2013**

YEARS IN JUDGMENT: **1982-2013**

SHERIFF'S DEED RECORDED: **09/30/2013**

AMOUNT OF JUDGMENT: $8,339.83

DATE OF TAX RESALE: October 4, 2016

COSTS OF SALE: $2,630.00

AMOUNT OF BID: $11,000.00

CURRENT APPRAISED VALUE: $16,875.00 **VALUE AT JUDGMENT:** $10,313.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
La Joya I.S.D.	$4,932.44	59.14%	$4,950.28
Hidalgo Co. Irrigation Dist. #6	$882.00	10.58%	$885.19
South Texas I.S.D.	$146.58	1.76%	$147.11
South Texas College	$184.06	2.21%	$184.73
Hidalgo County	$1,654.99	19.84%	$1,660.98
Hidalgo Co. Drain. Dist. No. 1	$432.09	5.18%	$433.65
Hidalgo Co. Road Dist. #5	$107.67	1.29%	$108.06

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Crystal Creek Partners, LLC. 28323 Meadow Falls Magnolia TX. 77355

ATTENTION
TAX RESALE FORECLOSURE
THIS PROPERTY WAS SEIZED
FOR DELINQUENT TAXES AND WILL BE
SOLD AT PUBLIC AUCTION
ON
FOR MORE INFORMATION PLEASE CALL ME
OR VISIT OUR WEBSITE WWW.LGBS.COM
TAX RESALE NO.

Jennifer St
Bentsen Palm Rd
154937
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ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

21. STYLE OF CASE: T-416-03-B LA JOYA INDEPENDENT SCHOOL DISTRICT, HIDALGO COUNTY AND SOUTH TEXAS COLLEGE VS. JOHN S. SHOTTILS

LEGAL DESCRIPTION: ALL OF LOT 26, IN COUNTRY ESTATES WEST ADDITION "A", AN ADDITION TO THE CITY OF LA JOYA, HIDALGO COUNTY, TEXAS

C9010-0A-000-0026-00

PROPERTY LOCATION: JENNIFER LN

JUDGMENT DATE: 11/14/2007

DATE OF TAX SALE: 07/02/2013

YEARS IN JUDGMENT: 1982-2013

SHERIFF'S DEED RECORDED: 09/30/2013

AMOUNT OF JUDGMENT: $8,224.84

DATE OF TAX RESALE: October 4, 2016

COSTS OF SALE: $2,630.00

AMOUNT OF BID: $12,500.00

CURRENT APPRAISED VALUE: $16,875.00 **VALUE AT JUDGMENT:** $10,313.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
La Joya I.S.D.	$4,932.44	59.97%	$5,019.49
Hidalgo Co. Irrigation Dist. #6	$882.00	10.72%	$897.57
South Texas I.S.D.	$143.80	1.75%	$146.34
South Texas College	$184.06	2.24%	$187.31
Hidalgo County	$1,592.94	19.37%	$1,621.05
Hidalgo Co. Drain. Dist. No. 1	$400.50	4.87%	$407.57
Hidalgo Co. Road Dist. No. 5	$89.10	1.08%	$90.67

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: VIVA DESIGNS LLC. 1517 N. Rhode Island ST. Alton Tx. 78573

ATTENTION
TAX RESALE FORECLOSURE
THIS PROPERTY WAS SEIZED
FOR DELINQUENT TAXES AND WILL BE
SOLD AT PUBLIC AUCTION
ON
FOR MORE INFORMATION PLEASE CALL 956-
OR VISIT OUR WEBSITE WWW.LGBS.COM
TAX RESALE NO.
21
LINEBARGER GOGGAN BLAIR &
SAMPSON, LLP
ATTORNEYS AT LAW

135136
135135
Jennifer St
Benisen Palm Rd
135170
124247
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N Palm Leaf Cir
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Show Search Results
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ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

22. STYLE OF CASE: T-1152-03-I LA JOYA INDEPENDENT SCHOOL DISTRICT, SOUTH TEXAS COMMUNITY COLLEGE, HIDALGO COUNTY AND HIDALGO COUNTY IRRIGATION DISTRICT #16 VS. JORGE LUIS GONZALEZ, ET AL

LEGAL DESCRIPTION: A .50 ACRE OUT OF THE EAST 145.6 FEET OF THE WEST 871.2 FEET OF THE NORTH 150 FEET OF LOT 10, BLOCK 18, TEXAS GARDENS, HIDALGO COUNTY, TEXAS.

T2200-00-018-0010-16

PROPERTY LOCATION: TEXAN RD

JUDGMENT DATE: 01/30/2008

DATE OF TAX SALE: 03/04/2014

YEARS IN JUDGMENT: 1992-2014

SHERIFF'S DEED RECORDED: 05/21/14

AMOUNT OF JUDGMENT: $36,546.49

DATE OF TAX RESALE: October 4, 2016

COSTS OF SALE: $2,927.00

AMOUNT OF BID: $20,500.00

CURRENT APPRAISED VALUE: $35,762.00 **VALUE AT JUDGMENT:** $65,140.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
La Joya I.S.D.	$18,151.82	49.67%	$8,728.11
Hidalgo Co. Irrigation Dist. #16	$7,807.47	21.36%	$3,754.14
South Texas I.S.D.	$589.12	1.61%	$283.27
South Texas College	$1,452.33	3.97%	$698.34
Hidalgo County	$7,698.79	21.07%	$3,701.88
Hidalgo Co. Drain. Dist. No. 1	$846.96	2.32%	$407.25

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Albert De Leon 1100 N. 41st st McAllen Tx. 78501

ATTENTION
TAX RESALE FORECLOSURE
THIS PROPERTY WAS SEIZED
FOR DELINQUENT TAXES AND WILL BE
SOLD AT PUBLIC AUCTION
ON 10/4/16
FOR MORE INFORMATION PLEASE CALL 956-287-7551
OR VISIT OUR WEBSITE WWW.LGBS.COM
TAX RESALE NO.
LINEBARGER GOGGAN BLAIR &
SAMPSON, LLP
205 S. FIG OAK AVE
EDINBURG, TX 78539

9130
Texan Rd
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Texan Rd
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+ Show Search Results
60m
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ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

23. STYLE OF CASE: T-1164-03-C; LA JOYA INDEPENDENT SCHOOL DISTRICT, SOUTH TEXAS COLLEGE, HIDALGO COUNTY, MCALLEN INDEPENDENT SCHOOL DISTRICT AND CITY OF MCALLEN VS. R. E. RAMOS

LEGAL DESCRIPTION: LOT 6, LOT 8, BLOCK 4, & LOT 2, BLOCK 6 DEL MONTE ORCHARD CO. SUBDIVISION NO. 1, A SUBDIVISION IN HIDALGO COUNTY, TEXAS,

D2800-00-004-0006-00, D2800-00-004-0008-00 & D2800-00-006-0002-00

PROPERTY LOCATION: S SCOTT LN

JUDGMENT DATE: 06/02/2016

DATE OF TAX SALE: 07/05/2016

YEARS IN JUDGMENT: 1985-2015

SHERIFF'S DEED RECORDED: 08/26/2016

AMOUNT OF JUDGMENT: $206,712.76

DATE OF TAX RESALE: October 4, 2016

COSTS OF SALE: $1,019.00

AMOUNT OF BID: $140,000.00

CURRENT APPRAISED VALUE: $233,200.00 **VALUE AT JUDGMENT:** $233,200.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
La Joya I.S.D.	$101,850.33	49.27%	$68,477.93
Hidalgo Co. Irrigation Dist. #6	$49,376.88	23.89%	$33,197.99
South Texas I.S.D.	$3,123.60	1.51%	$2,100.12
South Texas College	$7,982.97	3.86%	$5,367.26
Hidalgo County	$38,098.26	18.43%	$25,614.94
Hidalgo Co. Drain. Dist. No. 1	$5,734.40	2.77%	$3,855.46
Hidalgo Co. Road Dist. #5	$546.31	.26%	$367.31

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: TAX RANCH LLC. 3910 W. FREDDY GONZALEZ EDINBURG TX. 78539

ATTENTION

Palmview South
E Loop 374
124638
2nd St
3rd St
4th St
5th St
6th St
W 7th St
Benson Grove Blvd
124631
W B St
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ATTENTION

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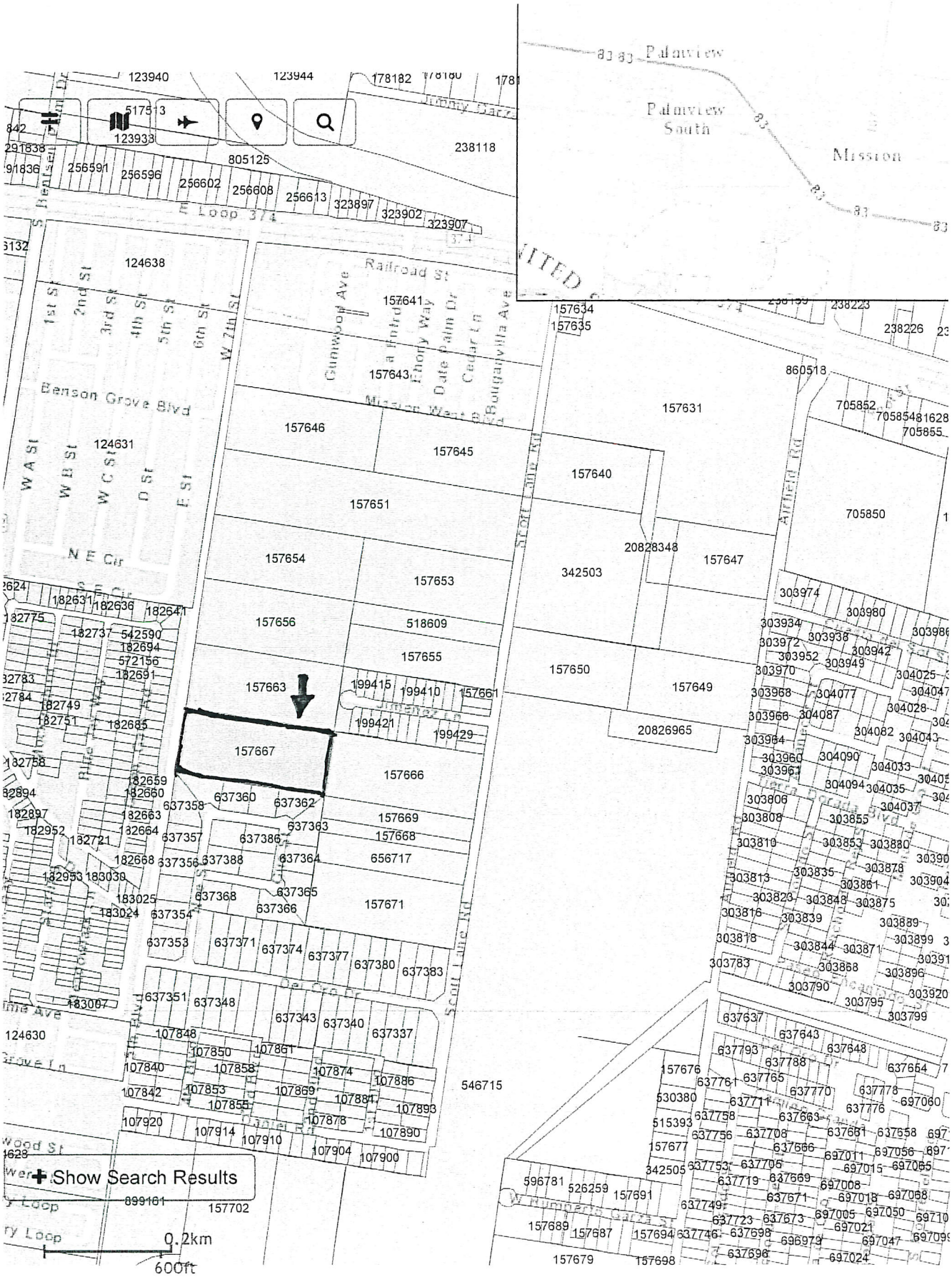
ATTENTION


Palmview
Palmview South
Mission
Show Search Results
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ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

26. STYLE OF CASE: **T-1114-04-G** LA JOYA INDEPENDENT SCHOOL DISTRICT, HIDALGO COUNTY IRRIGATION DISTRICT # 16, SOUTH TEXAS COLLEGE AND HIDALGO COUNTY VS. JESUS VELA AKA JESUS GARCIA VELA, ET AL

LEGAL DESCRIPTION: LOT 56, BLOCK 49 OF THE TOWNSITE OF CITRUS CITY, HIDALGO COUNTY, TEXAS.

C4750-00-049-0056-00

PROPERTY LOCATION: WESTERN RD

JUDGMENT DATE: 10/11/2007

DATE OF TAX SALE: 07/02/2013

YEARS IN JUDGMENT: 1992-2013

SHERIFF'S DEED RECORDED: 09/13/2013

AMOUNT OF JUDGMENT: $23,190.81

DATE OF TAX RESALE: October 4, 2016

COSTS OF SALE: $1,957.00

AMOUNT OF BID: $12,000

CURRENT APPRAISED VALUE: $21,606.00 **VALUE AT JUDGMENT:** $22,979.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
La Joya I.S.D.	$9,834.62	42.41%	$4,258.98
Hidalgo Co. Irrigation Dist. #16	$8,632.19	37.22%	$3,738.25
South Texas I.S.D.	$276.63	1.19%	$119.80
South Texas College	$609.31	2.63%	$263.87
Hidalgo County	$3,305.84	14.25%	$1,431.63
Hidalgo Co. Drain. Dist. No. 1	$532.22	2.29%	$230.48

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: James P. Atkins 101 E. Warbler ave. McAllen Tx. 78504

ATTENTION
TAX RESALE FORECLOSURE
THIS PROPERTY WAS SEIZED
FOR DELINQUENT TAXES AND WILL BE
SOLD AT PUBLIC AUCTION
FOR MORE INFORMATION & LIENS CALL PH. # S
OR VISIT OUR WEBSITE WWW.LDRS.COM
TAX RESALE NO.

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ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

27. STYLE OF CASE: **T-1114-04-G** LA JOYA INDEPENDENT SCHOOL DISTRICT, HIDALGO COUNTY IRRIGATION DISTRICT # 16, SOUTH TEXAS COLLEGE AND HIDALGO COUNTY VS. JESUS VELA AKA JESUS GARCIA VELA, ET AL

LEGAL DESCRIPTION: LOT 57, BLOCK 49 OF THE TOWNSITE OF CITRUS CITY, HIDALGO COUNTY, TEXAS.

C4750-00-049-0057-00

PROPERTY LOCATION: WESTERN RD

JUDGMENT DATE: 10/11/2007

DATE OF TAX SALE: 07/02/2013

YEARS IN JUDGMENT: 1983-2013

SHERIFF'S DEED RECORDED: 09/13/2013

AMOUNT OF JUDGMENT: $23,190.81

DATE OF TAX RESALE: October 4, 2016

COSTS OF SALE: $1,957.00

AMOUNT OF BID: $17,000.00

CURRENT APPRAISED VALUE: $21,582.00 **VALUE AT JUDGMENT:** $29,416.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
La Joya I.S.D.	$9,744.63	42.41%	$6,379.35
Hidalgo Co. Irrigation Dist. #16	$7,068.57	37.22%	$5,599.37
South Texas I.S.D.	$268.52	1.19%	$179.44
South Texas College	$516.67	2.63%	$395.24
Hidalgo County	$3,454.16	14.25%	$2,144.37
Hidalgo Co. Drain. Dist. No. 1	$530.04	2.29%	$345.23

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: James P. Atkins 101 E. Warbler Ave. McAllen Tx. 78504

ATTENTION
TAX RESALE FORECLOSURE

Jacaranda Ln
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ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

28. STYLE OF CASE: **T-2679-09-A** HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT # 01 AND HIDALGO COUNTY ROAD DISTRICT # 05 VS. IRMA BARRERA, ET AL

LEGAL DESCRIPTION: LOT 18, BLOCK 23, TIERRA DORADA, HIDALGO COUNTY, TEXAS.

T5250-00-023-0018-00

PROPERTY LOCATION: 209 VIENTO DORADO MISSION TX.

JUDGMENT DATE: 03/17/2015

DATE OF TAX SALE: 07/07/2015

YEARS IN JUDGMENT: 1989-2014

SHERIFF'S DEED RECORDED: 09/09/2015

AMOUNT OF JUDGMENT: $17,208.76

DATE OF TAX RESALE: October 4, 2016

COSTS OF SALE: $2,612.00

AMOUNT OF BID: $9,800.00

CURRENT APPRAISED VALUE: $12,000.00 **VALUE AT JUDGMENT:** $12,000.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
La Joya I.S.D.	$9,026.32	52.45%	$3,770.24
City of Mission	$3,651.74	21.22%	$1,525.31
South Texas I.S.D.	$256.06	1.49%	$106.95
South Texas College	$591.34	3.44%	$247.00
Hidalgo County	$3,162.98	18.38%	$1,321.16
Hidalgo Co. Drain. Dist. No. 1	$463.61	2.69%	$193.65
Hidalgo Co. Irrigation Dist. #5	$56.71	.33%	$23.69

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER:Crystal Creek Partners LLC. 28323 Meadow Falls Magnolia TX. 77355

ATTENTION
TAX RESALE FORECLOSURE
THIS PROPERTY WAS SEIZED
FOR DELINQUENT TAXES AND WILL BE
SOLD AT PUBLIC AUCTION
ON
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OR VISIT OUR WEBSITE WWW.LGBS.COM
TAX RESALE NO.
28
LINEBARGER GOGGAN BLAIR &
SAMPSON, LLP
EDINBURG, TX 78539

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ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

29. STYLE OF CASE: **T-1368-10-I** EDCOUCH - ELSA INDEPENDENT SCHOOL DISTRICT AND SOUTH TEXAS COLLEGE, ET AL VS. SANTOS MALDONADO, ET AL

LEGAL DESCRIPTION: LOT 41, CARLOS ACRES SUBDIVISION, A SUBDIVISION IN HIDALGO COUNTY, TEXAS.

C1760-00-000-0041-00

PROPERTY LOCATION: **7805 S LOS CHARROS DR.**

JUDGMENT DATE: **03/24/2016**

DATE OF TAX SALE: **04/07/2015**

YEARS IN JUDGMENT: **1992-2013**

SHERIFF'S DEED RECORDED: **06/03/2015**

AMOUNT OF JUDGMENT: $24,102.08

DATE OF TAX RESALE: October 4, 2016

COSTS OF SALE: $563.00

AMOUNT OF BID: $16,000.00

CURRENT APPRAISED VALUE: $21,776.00 **VALUE AT JUDGMENT:** $21,558.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
La Joya I.S.D.	$15,705.44	65.16%	$10,059.09
South Texas I.S.D.	$476.35	1.98%	$305.09
South Texas College	$1,147.75	4.76%	$735.12
Hidalgo County	$6,021.49	24.98%	$3,856.67
Hidalgo Co. Drain. Dist. No. 1	$751.05	3.12%	$481.04

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Viva Designs LLC. 1517 N. Rhode Island St. Alton TX. 78573

ATTENTION
TAX RESALE FORECLOSURE
THIS PROPERTY WAS SEIZED
FOR DELINQUENT TAXES AND WILL BE
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OR
FOR MORE INFORMATION PLEASE CALL 956
OR VISIT OUR WEBSITE WWW.LGBS.COM
TAX RESALE NO.
39
LINEBARGER GOGGAN BLAIR &
SAMPSON, LLP
506 S. PINE OAK AVE.
EDINBURG, TX 78539

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ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

30. STYLE OF CASE: T-1029-11-C HIDALGO COUNTY AND LA JOYA INDEPENDENT SCHOOL DISTRICT VS. JUAN REYES LOPEZ

LEGAL DESCRIPTION: LOT 59-A, BENAVIDES SUBDIVISION, HIDALGO COUNTY, TEXAS.

B2400-01-000-0059-01

PROPERTY LOCATION: EBANO ST SULLIVAN CITY TX.

JUDGMENT DATE: 01/26/2015

DATE OF TAX SALE: 05/05/2015

YEARS IN JUDGMENT: 2000-2012

SHERIFF'S DEED RECORDED: 06/24/2015

AMOUNT OF JUDGMENT: $20,065.70

DATE OF TAX RESALE: October 4, 2016

COSTS OF SALE: $1,328.85

AMOUNT OF BID: $10,000.00

CURRENT APPRAISED VALUE: $24,736.00 **VALUE AT JUDGMENT:** $9,308.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
La Joya I.S.D.	$11,373.92	56.68%	$4,915.10
City of Sullivan	$2,070.32	10.32%	$894.66
South Texas I.S.D.	$375.49	1.87%	$162.26
South Texas College	$1,262.44	6.29%	$545.55
Hidalgo County	$4,983.53	24.84%	$2,153.57

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Sylvia Hernandez 720 W. Palmavista Dr. Mission TX. 78574

ATTENTION
TAX RESALE FORECLOSURE
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SOLD AT PUBLIC AUCTION
ON 10/4/16
FOR MORE INFORMATION PLEASE CALL 956-289-7952
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TAX RESALE NO.
30
LINEBARGER GOGGAN BLAIR &
SAMPSON, LLP
205 S. PIN OAK AVE.
EDINBURG, TX 78539

Sullivan City
Texas Tropical Trl
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County Road 76
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ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

31. STYLE OF CASE: T-1070-11-I CITY OF LA JOYA AND SOUTH TEXAS COLLEGE, ET AL VS. LORENZO ESQUIVEL, ET AL

LEGAL DESCRIPTION: LOT 125, AMENDED PLAT OF PALM SHORES SUBDIVISION, UNIT NO. 1, A SUBDIVISION IN HIDALGO COUNTY, TEXAS.

P2750-01-000-0125-00

PROPERTY LOCATION: 404 N KIKA DE LA GARZA LA JOYA TX.

JUDGMENT DATE: 09/16/2015

DATE OF TAX SALE: 04/01/2016

YEARS IN JUDGMENT: 1995-2014

SHERIFF'S DEED RECORDED: 04/26/2016

AMOUNT OF JUDGMENT: $7,839.73

DATE OF TAX RESALE: October 4, 2016

COSTS OF SALE: $2,491.00

AMOUNT OF BID: $9,000.00

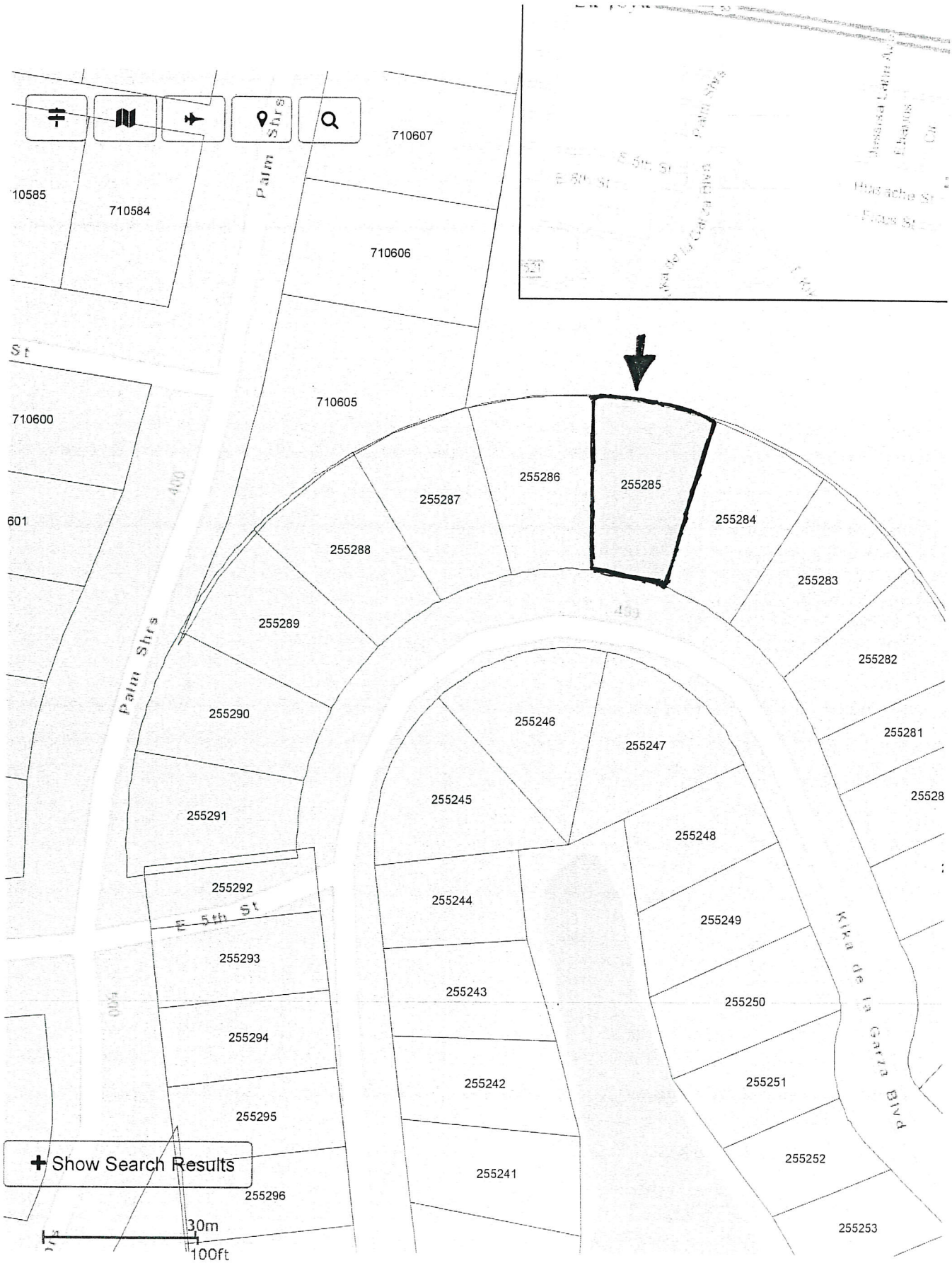
CURRENT APPRAISED VALUE: $10,368.00 **VALUE AT JUDGMENT:** $10,368.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
La Joya I.S.D.	$5,819.14	56.74%	$3,693.48
City of La Joya	$2,415.30	23.55%	$1,533.02
South Texas I.S.D.	$114.58	1.12%	$72.73
South Texas College	$404.66	3.95%	$256.84
Hidalgo County	$1,501.35	14.64%	$952.93

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER:Crystal Creek Partners, LLC. 28323 Meadow Falls Magnolia TX. 77355

ATTENTION
TAX RESALE FORECLOSURE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ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

32. STYLE OF CASE: T-0339-12-A LA JOYA INDEPENDENT SCHOOL DISTRICT, CITY OF SULLIVAN AND SOUTH TEXAS COLLEGE, ET AL VS. ANDRES CAVAZOS, ET AL

LEGAL DESCRIPTION: THE 0.457 ACRES, MORE OR LESS, OUT OF TRACT 267 OF THE PARTITION OF PORCIONES 38, 39 AND 40, HIDALGO COUNTY, TEXAS.

10038-00-000-0267-11

PROPERTY LOCATION: W OLD MILITARY RD

JUDGMENT DATE: 02/19/2014

DATE OF TAX SALE: 05/03/2016

YEARS IN JUDGMENT: 1992-2013

SHERIFF'S DEED RECORDED: 06/19/2016

AMOUNT OF JUDGMENT: $3,978.88

DATE OF TAX RESALE: October 4, 2016

COSTS OF SALE: $1,638.00

AMOUNT OF BID: $9,000.00

CURRENT APPRAISED VALUE: $9,590.00 **VALUE AT JUDGMENT:** $9,590.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
La Joya I.S.D.	$2,086.79	53.80%	$3,960.67
City of Sullivan	$399.43	7.72%	$568.31
South Texas I.S.D.	$91.86	2.37%	$174.35
South Texas College	$249.68	6.44%	$473.89
Hidalgo County	$1,151.12	29.68%	$2,184.79

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Crystal Creek Partners, LLC. 28323 Meadow Falls Magnolia TX.

ATTENTION
TAX RESALE FORECLOSURE
THIS PROPERTY WAS SEIZED
FOR DELINQUENT TAXES AND WILL BE
SOLD AT PUBLIC AUCTION
ON
FOR MORE INFORMATION PLEASE CALL
OR VISIT OUR WEBSITE WWW.LCBA.COM
TAX RESALE NO.

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ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

33. STYLE OF CASE: T-0339-12-A LA JOYA INDEPENDENT SCHOOL DISTRICT, CITY OF SULLIVAN AND SOUTH TEXAS COLLEGE, ET AL VS. ANDRES CAVAZOS, ET AL

LEGAL DESCRIPTION: THE 0.457 ACRES, MORE OR LESS, OUT OF TRACT 267 OF THE PARTITION OF PORCIONES 38, 39 AND 40, HIDALGO COUNTY, TEXAS.

10038-00-000-0267-00

PROPERTY LOCATION: W OLD MILITARY RD

JUDGMENT DATE: 02/19/2014

DATE OF TAX SALE: 05/03/2016

YEARS IN JUDGMENT: 1991-2013

SHERIFF'S DEED RECORDED: 06/19/2016

AMOUNT OF JUDGMENT: $11,866.03

DATE OF TAX RESALE: October 4, 2016

COSTS OF SALE: $1,638.00

AMOUNT OF BID: $

CURRENT APPRAISED VALUE: $10,760.00 **VALUE AT JUDGMENT:** $10,760.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
La Joya I.S.D.	$4,077.56	51.70%	$3,806.06
City of Sullivan	$659.53	8.36%	$615.62
South Texas I.S.D.	$199.86	2.53%	$186.55
South Texas College	$472.69	5.99%	$441.22
Hidalgo County	$2,477.51	31.41%	$2,312.55

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Crystal Creek Partners, LLC. 28323 Meadow Falls Magnolia TX. 77355

ATTENTION
TAX RESALE FORECLOSURE
THIS PROPERTY WAS SEIZED
FOR DELINQUENT TAXES AND WILL BE
SOLD AT PUBLIC AUCTION
OR VISIT OUR WEBSITE WWW.LGBS.COM
TAX RESALE NO.
LINEBARGER GOGGAN BLAIR &
SAMPSON, LLP
205 S. PIN OAK AVE.
EDINBURG, TX 78539

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ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

34. STYLE OF CASE: **T-2370-14-H** LA JOYA INDEPENDENT SCHOOL DISTRICT AND SOUTH TEXAS COLLEGE, ET AL VS. ERASMO GARZA AKA ERASMO U. GARZA

LEGAL DESCRIPTION: 0.20 ACRES, MORE OR LESS, SITUATED IN THE NORTHWEST CORNER OF BLOCK 139, LOS EJIDOS VIEJO GRANT, HIDALGO COUNTY, TEXAS.

L6050-00-000-0139-15

PROPERTY LOCATION: **7593 W MILITARY RD**

JUDGMENT DATE: **01/19/2016**

DATE OF TAX SALE: **05/03/ 2016**

YEARS IN JUDGMENT: **1994-2014**

SHERIFF'S DEED RECORDED: **07/05/2016**

AMOUNT OF JUDGMENT: $41,145.88

DATE OF TAX RESALE: October 4, 2016

COSTS OF SALE: $1,879.00

AMOUNT OF BID: $11,100.00

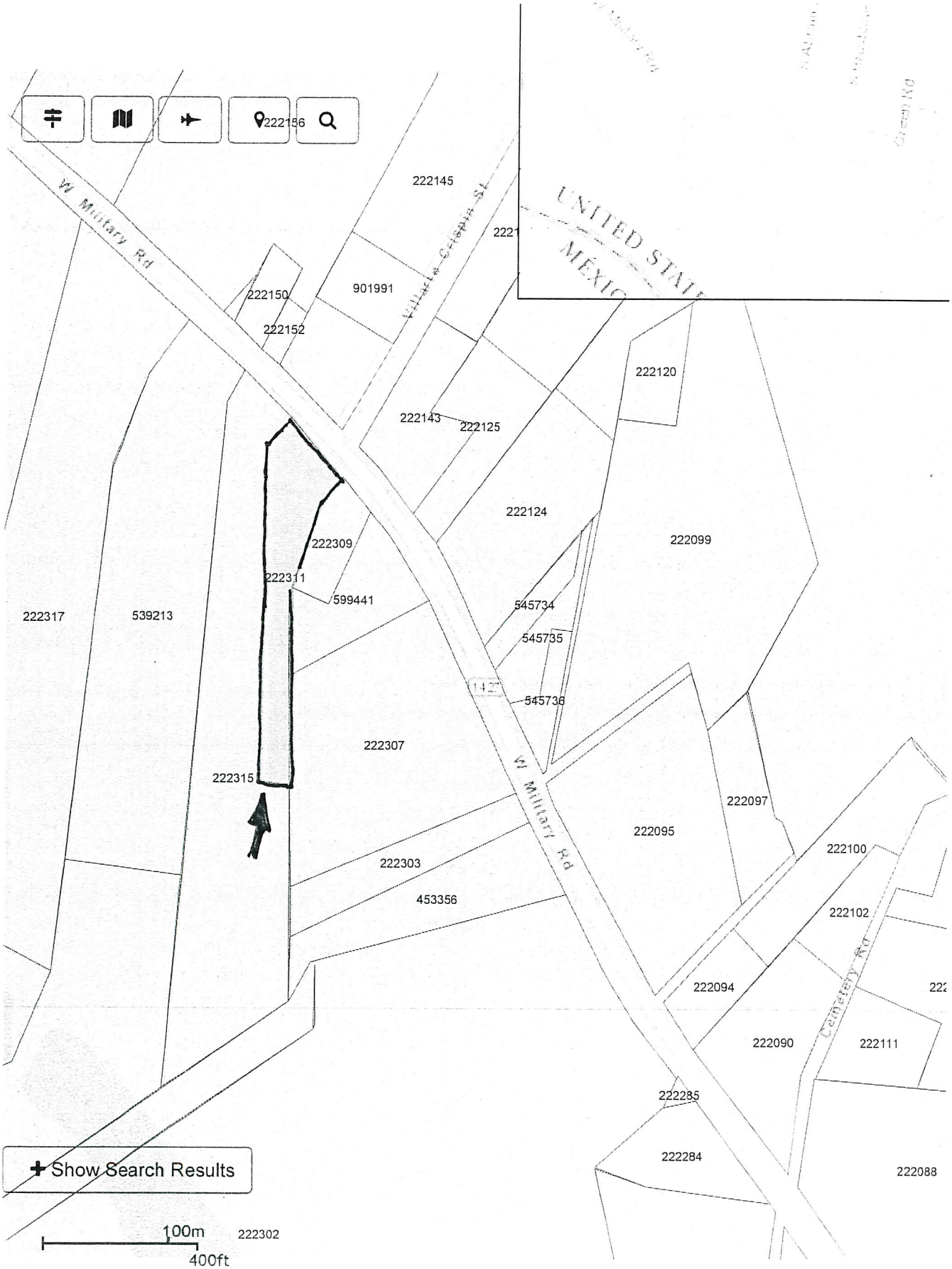
CURRENT APPRAISED VALUE: $29,438.00 **VALUE AT JUDGMENT:** $30,712.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
La Joya I.S.D.	$25,581.40	62.17%	$5,732.92
South Texas I.S.D.	$860.07	2.09%	$192.75
South Texas College	$2,462.19	5.98%	$551.79
Hidalgo Co. Drain. Dist. No. 1	$1,136.36	2.76%	$254.66
Hidalgo County	$11,105.86	26.99%	$2,488.88

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: R&H Brothers, LLC. 1005 S Abram Rd Mission TX. 78572

ATTENTION
TAX RESALE FORECLOSURE
THIS PROPERTY WAS SEIZED
FOR DELINQUENT TAXES AND WILL BE
SOLD AT PUBLIC AUCTION
OR 10/4/16
FOR MORE INFORMATION PLEASE CALL 956-287-7931
OR VISIT OUR WEBSITE WWW.LGBS.COM
TAX RESALE NO.
34
LINEBARGER GOGGAN BLAIR &
SAMPSON LLP
206 S. PIN OAK AVE.
EDINBURG, TX 78539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ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

35. STYLE OF CASE: **T-1377-09-B** PROGRESO INDEPENDENT SCHOOL DISTRICT, CITY OF PROGRESO AND SOUTH TEXAS COLLEGE, ET AL VS. MANUEL FLORES

LEGAL DESCRIPTION: 0.686 ACRE, MORE OR LESS, BEING A PORTION OF THE SOUTH 7.29 ACRES OF BLOCK 36 OF THE RESUBDIVISION OF BLOCKS 25, 26, 35, 36, 47, 48, 57, 58, 69 AND 70, LLANO GRANDE SUBDIVISION, A SUBDIVISION IN HIDALGO COUNTY, TEXAS.

L5025-00-000-0036-01

PROPERTY LOCATION: FM 1015

JUDGMENT DATE: 03/09/2015

DATE OF TAX SALE: 05/03/2016

YEARS IN JUDGMENT: 2001-2014

SHERIFF'S DEED RECORDED: 06/29/2016

AMOUNT OF JUDGMENT: $32,337.73

DATE OF TAX RESALE: October 4, 2016

COSTS OF SALE: $2,238.00

AMOUNT OF BID: $25,500.00

CURRENT APPRAISED VALUE: $54,534.00 **VALUE AT JUDGMENT:** $40,820.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Progreso I.S.D.	$17,439.63	53.93%	$12,545.12
City of Progreso	$5,522.02	17.08%	$3,972.24
South Texas I.S.D.	$517.41	1.60%	$372.20
South Texas College	$1,779.89	5.50%	$1,280.36
Hidalgo County	$6,255.08	19.34%	$4,499.56
Hidalgo Co. Drain. Dist. No. 1	$664.09	2.05%	$477.71
Hidalgo Co. E.M.S. Dist. #01	$159.61	.49%	$114.81

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Jorge Palomo 106 Olivarez St. Donna TX. 78537

ATTENTION

Fontera Dr
3 Mile Rd W
Amistad Dr
N Flores Rd
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AI-57434 **Executive Office** **8. D.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting approval to set bond amounts as set forth in the Texas LGC:
County Sheriff - 85.001(b)(3)
Constables - 86.002(a)

BACKGROUND

As per Bond Requirements:
Sheriff - minimum $ 5000 - maximum $30,000.00
Constable minimum $500 - maximum $ 1,500.00

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact, setting bond requirement only.

Attachments

Local Gov't Code

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/18/2016 08:50 AM
Merlen P. Munoz	Merlen P. Munoz	11/18/2016 11:58 AM
Final Approval	Monica Badillo	11/18/2016 05:28 PM

Form Started By: Monica Badillo Started On: 11/17/2016 05:02 PM

Final Approval Date: 11/18/2016

LOCAL GOVERNMENT CODE

TITLE 3. ORGANIZATION OF COUNTY GOVERNMENT

SUBTITLE B. COMMISSIONERS COURT AND COUNTY OFFICERS

CHAPTER 85. SHERIFF

SUBCHAPTER A. SHERIFF AND SHERIFF'S PERSONNEL

Sec. 85.001. OATH AND BOND. (a) A person elected as sheriff, before beginning to perform the duties of office, must execute a bond with:

(1) two or more good and sufficient sureties; or

(2) a solvent surety company authorized to do business in this state.

(b) The bond must be:

(1) approved by the commissioners court of the county;

(2) made payable to the governor;

(3) in an amount established by the commissioners court, but not less than $5,000 or more than $30,000; and

(4) conditioned that the sheriff will:

(A) faithfully perform the duties of office established by law;

(B) account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county;

(C) execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and

(D) pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds.

(c) The sheriff must take and subscribe the official oath, which, together with the certificate of the officer administering the oath, must be endorsed on the bond.

(d) A person elected or appointed as sheriff who has executed the bond and taken the official oath may enter at once on the duties of office, and that person's acts shall be as valid under law before the receipt of a commission as after the receipt of a commission.

(e) The bond is not void on the first recovery, but may be sued on from time to time in the name of any injured person until the entire amount of the bond is recovered.

(f) A sheriff or deputy sheriff is not liable on an official bond, and is not personally liable, for having received or confined a prisoner delivered or surrendered to the sheriff or deputy by a state ranger.

(g) Repealed by Acts 1997, 75th Leg., ch. 973, Sec. 1, eff. June 18, 1997.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1997, 75th Leg., ch. 973, Sec. 1, eff. June 18, 1997.
Amended by:

Acts 2005, 79th Leg., Ch. 1094 (H.B. 2120), Sec. 17, eff. September 1, 2005.

LOCAL GOVERNMENT CODE

TITLE 3. ORGANIZATION OF COUNTY GOVERNMENT

SUBTITLE B. COMMISSIONERS COURT AND COUNTY OFFICERS

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 86.002. OATH; BOND. (a) Before entering on the duties of office, a person who is elected to the office of constable must execute a bond with two or more good and sufficient sureties or with a solvent surety company authorized to do business in this state. The bond must be payable to the governor and the governor's successors in office and conditioned that the constable will faithfully perform the duties imposed by law. The bond must be approved by the commissioners court of the county. The commissioners court shall set the bond in an amount of not less than $500 or more than $1,500.

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed on the bond, together with the certificate of the officer who administers the oath. The bond and oath must be deposited and recorded in the office of the clerk of the county court.

(c) The bond is not void on the first recovery but may be sued on from time to time in the name of an injured party until the whole amount of the bond is recovered.

(d) A person who is elected or appointed to the office of constable and who has given the necessary bond and taken the oath of office may immediately perform the duties of the office. The acts of the constable are as valid in law as if the constable were commissioned.

(e) Repealed by Acts 1995, 74th Leg., ch. 683, Sec. 1, eff. Aug. 28, 1995.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 683, Sec. 1, eff. Aug. 28, 1995.
Amended by:

Acts 2005, 79th Leg., Ch. 1094 (H.B. 2120), Sec. 18, eff. September 1, 2005.

AI-57456 **Executive Office** **8. E.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration and action to adopt County of Hidalgo Mass Gathering Rules and Regulations in accordance with Chapter 751 of the Health and Safety code.

BACKGROUND

Fiscal Impact

Attachments

code
draft

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/18/2016 02:40 PM
Final Approval	Monica Badillo	11/18/2016 05:28 PM

Form Started By: Monica Badillo Started On: 11/18/2016 02:09 PM
Final Approval Date: 11/18/2016

HEALTH AND SAFETY CODE

TITLE 9. SAFETY

SUBTITLE A. PUBLIC SAFETY

CHAPTER 751. MASS GATHERINGS

Sec. 751.001. SHORT TITLE. This chapter may be cited as the Texas Mass Gatherings Act.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 751.002. DEFINITIONS. In this chapter:

(1) "Mass gathering" means a gathering:

(A) that is held outside the limits of a municipality;

(B) that attracts or is expected to attract:

(i) more than 2,500 persons; or

(ii) more than 500 persons, if 51 percent or more of those persons may reasonably be expected to be younger than 21 years of age and it is planned or may reasonably be expected that alcoholic beverages will be sold, served, or consumed at or around the gathering; and

(C) at which the persons will remain:

(i) for more than five continuous hours; or

(ii) for any amount of time during the period beginning at 10 p.m. and ending at 4 a.m.

(2) "Person" means an individual, group of individuals, firm, corporation, partnership, or association.

(3) "Promote" includes organize, manage, finance, or hold.

(4) "Promoter" means a person who promotes a mass gathering.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 553, Sec. 1, eff. June 18, 1999.
Amended by:

Acts 2005, 79th Leg., Ch. 692 (S.B. 270), Sec. 1, eff. June 17, 2005.

Sec. 751.0021. APPLICABILITY TO CERTAIN HORSE AND GREYHOUND RACES. (a) This chapter applies to a horse or greyhound race that attracts or is expected to attract at least 100 persons, except that this chapter does not apply if the race is held at a location at which pari-mutuel wagering is

authorized under the Texas Racing Act (Article 179e, Vernon's Texas Civil Statutes).

(b) This section does not legalize any activity prohibited under the Penal Code or other state law.

Added by Acts 2015, 84th Leg., R.S., Ch. 1274 (S.B. 917), Sec. 1, eff. September 1, 2015.

Sec. 751.003. PERMIT REQUIREMENT. A person may not promote a mass gathering without a permit issued under this chapter.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 751.004. APPLICATION PROCEDURE. (a) At least 45 days before the date on which a mass gathering will be held, the promoter shall file a permit application with the county judge of the county in which the mass gathering will be held.

(b) The application must include:

(1) the promoter's name and address;

(2) a financial statement that reflects the funds being supplied to finance the mass gathering and each person supplying the funds;

(3) the name and address of the owner of the property on which the mass gathering will be held;

(4) a certified copy of the agreement between the promoter and the property owner;

(5) the location and a description of the property on which the mass gathering will be held;

(6) the dates and times that the mass gathering will be held;

(7) the maximum number of persons the promoter will allow to attend the mass gathering and the plan the promoter intends to use to limit attendance to that number;

(8) the name and address of each performer who has agreed to appear at the mass gathering and the name and address of each performer's agent;

(9) a description of each agreement between the promoter and a performer;

(10) a description of each step the promoter has taken to ensure that minimum standards of sanitation and health will be maintained during the mass gathering;

(11) a description of all preparations being made to provide traffic control, to ensure that the mass gathering will be conducted in an

orderly manner, and to protect the physical safety of the persons who attend the mass gathering;

(12) a description of the preparations made to provide adequate medical and nursing care; and

(13) a description of the preparations made to supervise minors who may attend the mass gathering.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 751.005. INVESTIGATION. (a) After a permit application is filed with the county judge, the county judge shall send a copy of the application to the county health authority, the county fire marshal or the person designated under Subsection (c), and the sheriff.

(b) The county health authority shall inquire into preparations for the mass gathering. At least five days before the date on which the hearing prescribed by Section 751.006 is held, the county health authority shall submit to the county judge a report stating whether the health authority believes that the minimum standards of health and sanitation prescribed by state and local laws, rules, and orders will be maintained.

(c) The county fire marshal shall investigate preparations for the mass gathering. If there is no county fire marshal in that county, the commissioners court shall designate a person to act under this section. At least five days before the date on which the hearing prescribed by Section 751.006 is held, the county fire marshal or the commissioners court designee shall submit to the county judge a report stating whether the fire marshal or designee believes that the minimum standards for ensuring public fire safety and order as prescribed by state and local laws, rules, and orders will be maintained.

(d) The sheriff shall investigate preparations for the mass gathering. At least five days before the date on which the hearing prescribed by Section 751.006 is held, the sheriff shall submit to the county judge a report stating whether the sheriff believes that the minimum standards for ensuring public safety and order that are prescribed by state and local laws, rules, and orders will be maintained.

(e) The county judge may conduct any additional investigation that the judge considers necessary.

(f) The county health authority, county fire marshal or commissioners court designee, and sheriff shall be available at the hearing prescribed by Section 751.006 to give testimony relating to their reports.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 553, Sec. 2, eff. June 18, 1999.

Sec. 751.0055. DELEGATION OF DUTIES OF COUNTY JUDGE. (a) The county judge of a county may file an order with the commissioners court of the county delegating to another county officer the duty to hear applications for a permit under this chapter. The order may provide for allowing the county officer to revoke a permit under Section 751.008.

(b) An order of a county officer acting under the delegated authority of the county judge in regard to a permit has the same effect as an order of the county judge.

(c) During the period in which the order is in effect, the county judge may withdraw the authority delegated in relation to an application and the county judge may hear the application.

(d) The county judge may at any time revoke an order delegating duties under this section.

Added by Acts 2001, 77th Leg., ch. 1, Sec. 1, effective March 26, 2001.

Sec. 751.006. HEARING. (a) Not later than the 10th day before the date on which a mass gathering will begin, the county judge shall hold a hearing on the application. The county judge shall set the date and time of the hearing.

(b) Notice of the time and place of the hearing shall be given to the promoter and to each person who has an interest in whether the permit is granted or denied.

(c) At the hearing, any person may appear and testify for or against granting the permit.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 751.007. FINDINGS AND DECISION OF COUNTY JUDGE. (a) After the completion of the hearing prescribed by Section 751.006, the county judge shall enter his findings in the record and shall either grant or deny the permit.

(b) The county judge may deny the permit if he finds that:

(1) the application contains false or misleading information or omits required information;

(2) the promoter's financial backing is insufficient to ensure that the mass gathering will be conducted in the manner stated in the

application;

(3) the location selected for the mass gathering is inadequate for the purpose for which it will be used;

(4) the promoter has not made adequate preparations to limit the number of persons attending the mass gathering or to provide adequate supervision for minors attending the mass gathering;

(5) the promoter does not have assurance that scheduled performers will appear;

(6) the preparations for the mass gathering do not ensure that minimum standards of sanitation and health will be maintained;

(7) the preparations for the mass gathering do not ensure that the mass gathering will be conducted in an orderly manner and that the physical safety of persons attending will be protected;

(8) adequate arrangements for traffic control have not been provided; or

(9) adequate medical and nursing care will not be available.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 751.008. PERMIT REVOCATION. (a) The county judge may revoke a permit issued under this chapter if the county judge finds that preparations for the mass gathering will not be completed by the time the mass gathering will begin or that the permit was obtained by fraud or misrepresentation.

(b) The county judge must give notice to the promoter that the permit will be revoked at least 24 hours before the revocation. If requested by the promoter, the county judge shall hold a hearing on the revocation.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 751.009. APPEAL. A promoter or a person affected by the granting, denying, or revoking of a permit may appeal that action to a district court having jurisdiction in the county in which the mass gathering will be held.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 2001, 77th Leg., ch. 1, Sec. 2, eff. March 26, 2001.

Sec. 751.010. RULES. (a) After notice and a public hearing, the executive commissioner of the Health and Human Services Commission shall

adopt rules relating to minimum standards of health and sanitation to be maintained at mass gatherings.

(b) After notice and a public hearing, the Department of Public Safety shall adopt rules relating to minimum standards that must be maintained at a mass gathering to protect public safety and maintain order.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.
Amended by:

Acts 2015, 84th Leg., R.S., Ch. 1 (S.B. 219), Sec. 3.1507, eff. April 2, 2015.

Sec. 751.011. CRIMINAL PENALTY. (a) A person commits an offense if the person violates Section 751.003.

(b) An offense under this section is a misdemeanor punishable by a fine of not more than $1,000, confinement in the county jail for not more than 90 days, or both.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 751.012. INSPECTIONS. (a) The county health authority may inspect a mass gathering during the mass gathering to ensure that the minimum standards of health and sanitation prescribed by state and local laws, rules, and orders are being maintained. If the county health authority determines a violation of the minimum standards is occurring, the health authority may order the promoter of the mass gathering to correct the violation.

(b) The county fire marshal or the person designated under Section 751.005(c) may inspect a mass gathering during the mass gathering to ensure that the minimum standards for ensuring public fire safety and order as prescribed by state and local laws, rules, and orders are being maintained. If the marshal or commissioners court designee determines a violation of the minimum standards is occurring, the marshal or designee may order the promoter of the mass gathering to correct the violation.

(c) The sheriff may inspect a mass gathering during the mass gathering to ensure that the minimum standards for ensuring public safety and order prescribed by state and local laws, rules, and orders are being maintained. If the sheriff determines a violation of the minimum standards is occurring, the sheriff may order the promoter of the mass gathering to correct the violation.

(d) A promoter who fails to comply with an order issued under this section commits an offense. An offense under this section is a Class C

misdemeanor.

Added by Acts 1999, 76th Leg., ch. 553, Sec. 3, eff. June 18, 1999.

Sec. 751.013. INSPECTION FEES. (a) A commissioners court may establish and collect a fee for an inspection performed under Section 751.012. The fee may not exceed the amount necessary to defray the costs of performing the inspections. The fee shall be deposited into the general fund of the county.

(b) A commissioners court may use money collected under this section to reimburse the county department or, if a state agency performs the inspection on behalf of the county, the state agency, the cost of performing the inspection.

Added by Acts 1999, 76th Leg., ch. 553, Sec. 3, eff. June 18, 1999.

HIDALGO COUNTY, TEXAS COMMISSIONERS' COURT ORDER	Procedure: MG.1 Page: 1 of 25 Date Authorized: 11/22/2016 Supersedes: N/A

MASS GATHERING RULES & REGULATIONS

The Hidalgo County Mass Gathering Rules and Regulations are hereby established pursuant to the authority of Chapter 751 of the Texas Health and Safety Code (the Texas Mass Gathering Act).

SECTION ONE - DEFINITIONS:

For purposes of these Rules and Regulations, the following words shall have the meaning ascribed:

1. "Hearing Examiner" means the County Judge or the County official whom the County Judge has appointed to hear reports regarding a mass gathering and to make a determination as to whether a permit should be granted or denied.

2. "Mass Gathering" means a gathering:
    a. All or any part of which is held in the unincorporated areas of Hidalgo County and outside the limits of a municipality;

    b. That attracts or is expected to attract:

        i. More than 2,500 persons; or

        ii. More than 500 persons, if 51 percent or more of those persons may reasonably be expected to be younger than 21 years of age and it is planned or may reasonable be expected that alcoholic beverages will be sold, served, or consumed at or around the gathering; and

    c. At which the persons will remain:

        i. For more than five continuous hours; or

        ii. For any amount of time during the period beginning at 10 p.m. and ending at 4 a.m.

3. "Person" means and individual, group of individuals, firm, corporation, partnership, or association.

4. "Promote" includes organize, manage, finance, or hold.

5. "Promoter" means a person who promotes a mass gathering.

DRAFT

SECTION TWO – EXEMPTIONS:

Any mass gathering described in this section is exempt from section three and is not required to obtain a permit.

1. Any mass gathering held at a venue that was established specifically for the purpose of events identical to the mass gathering. For example, a football game at a football stadium.

2. Any mass gathering which, because of the venue, time, or other condition for use of the intended location, the Promoter has already been required to obtain authorizations from the Fire Marshal, Sheriff, and the Health Department.

3. Any mass gathering approved by a public entity to take place on a publicly-controlled site and for which the promoter has already been required to obtain authorizations from the Fire Marshal, Sheriff, and the Health Department.

4. Any mass gathering held on private residential property and not commercial in nature.

5. If a promoter of an event is uncertain as to whether the event that they are promoting is covered under an exemption or not, the promoter may file a "Request for an Initial Determination" form with the Health Department. The County shall review the form and make an initial determination whether the event is exempted from these Mass Gathering Rules and Regulations. The County may revoke its initial determination at any time if it becomes aware of material changes in the plans for the mass gathering. The promoter shall inform the County of any material changes to the plans for the mass gathering.

SECTION THREE - PERMIT REQUIRED:

1. A person may not promote a mass gathering without a current, valid permit issued under these Rules and Regulations and the Texas Mas Gathering Act. A person who does so without a current, valid permit, commits an offense.

2. An offense under this section is a misdemeanor punishable by a fine of not more than $1,000.00, confinement in the Hidalgo County jail for not more than 90 days, or both. Each day of the violation is a separate offense. Any law enforcement agency with jurisdiction over the location of the event shall have citation power under this section.

3. A permit issued under these Rules and Regulations is valid for one mass gathering event, including an event with multiple dates. Permits will not be issued for multiple events.

DRAFT

4. These Rules and Regulations apply in addition to any and all other permit requirements of Hidalgo County.

SECTION FOUR – APPLICATION PROCEDURE:

1. At least 45 days before the date on which a mass gathering will be held, the promoter shall file a permit application with the Hidalgo County Judge's Office (i.e. Hearing Examiner) at 100 E. Cano, 2nd Floor, Edinburg, TX 78539. An application form may be obtained in person at that office or downloaded at www.co.hidalgo.tx.us. The County Judge's Office shall date and timestamp the receipt of each application. A permit application will be not accepted later than 45 days prior to the event.

2. The application shall include at least the following information:
    a. the promoter's full name and addresses (physical and mailing);

    b. a financial statement that reflects the funds being supplied to finance the mass gathering and each person supplying the funds;

    c. the full name and addresses (physical and mailing) of the owner of the property on which the mass gathering will be held;

    d. a certified copy of the agreement between the promoter and the property owner(s);

    e. the location and a description of the property on which the mass gathering will be held;

    f. the dates and times that the mass gathering will be held;

    g. the maximum number of persons the promoter will allow to attend the mass gathering and the plan the promoter intends to use to limit attendance to that number;

    h. the name and contact information for each performer who has agreed to appear at the mass gathering and the name and address of each performer's agent;

    i. a description of each agreement between the promoter and a performer;

    j. a description of each step the promoter has taken to ensure that minimum standards of sanitation and health will be maintained during the mass gathering;

DRAFT

k. a description of all preparations being made to provide traffic control, to ensure that the mass gathering will be conducted in an orderly manner, and to protect the physical safety of the persons who attend the mass gathering;

l. a description of the preparations made to provide adequate medical and nursing care; and

m. a description of the preparation made to supervise minors who may attend the mass gathering and insure that they are not able to obtain alcohol.

SECTION FIVE – INVESTIGATION:

1. After a permit application is filed with the Hidalgo County Judge's Office (i.e. Hearing Examiner), that office shall send a copy of the application to the County Fire Marshal, County Sheriff, & County Health Department.

2. The Hidalgo County Health Department shall investigate preparations for the mass gathering and whether the preparations in place would comply with the Minimum Standards for Health and Sanitation for Mass Gatherings, which are attached to this document and incorporated herein for all purposes. At least five days before the date on which the hearing prescribed in section six is held, the Hidalgo County Health Department shall submit to the Hearing Examiner a report stating whether the Hidalgo County Health Department believes that the minimum standards of health and sanitation prescribed by state and local laws, rules and orders will be maintained.

3. The Hidalgo County Fire Marshal shall investigate preparations for the mass gathering. At least five days before the date on which the hearing prescribed by section six is held, the County Fire Marshal shall submit to the Hearing Examiner a report stating whether the County Fire Marshal believes that the minimum standards for ensuring public fire safety and order as prescribed by state and local laws, rules, and orders will be maintained.

4. The Hidalgo County Sheriff shall investigate preparations for the mass gathering and whether the preparations in place would comply with the Minimum Standards for Public Safety for Mass Gatherings. At least five days before the date on which the hearing prescribed in section six is held, the sheriff shall submit to the Hearing Examiner a report stating whether the sheriff believes that the minimum standards for ensuring public safety and order that are prescribed by state and local laws, rules, and orders will be maintained.

5. The Hearing Examiner may conduct or request any additional investigation that the Hearing Examiner considers necessary.

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6. The Hidalgo County Health Department, the County Fire Marshal, and the County Sheriff shall be available at the hearing prescribed by section six to give testimony on their reports.

SECTION SIX – HEARING:

1. In no event later than the 10th day before the date on which a mass gathering will begin, the Hearing Examiner shall hold a hearing on the application. The Hearing Examiner shall set the date, location and time of the hearing.

2. Notice of the time and place of the hearing shall be given to the promoter and to each person who has an interest in whether the permit is granted or denied.

3. At the hearing, any person may appear and testify for or against the permit.

4. At the hearing, the Hearing Examiner may request information from any other department or organization with knowledge or experience related to the mass gathering.

SECTION SEVEN - TIMELINE:

1. The Health Department, Fire Marshal, and the Sheriff's Office shall investigate the mass gathering and submit a report to the Hearing Examiner within 30 days after the Hearing Examiner receives the application.

2. The Health Department, the Fire Marshal, or the Sheriff's Office may request additional time to complete their investigation from the Hearing Examiner in 15 day increments. Additional time will only be granted if there is at least 25 days until the day of the event. Additional time may be requested more than once.

3. The Hearing Examiner shall conduct the hearing within 10 days after receiving all of the reports.

SECTION EIGHT - FINDINGS & DECISION:

1. After the completion of the hearing prescribed by Section Six, the Hearing Examiner shall enter his/her findings in the record and shall either grant or deny the permit.

2. The Hearing Examiner may deny or revoke the permit upon a finding of any of the following grounds:

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a. The application contains false or misleading information or omits required information;

b. The promoter's financial backing is insufficient to ensure that the mass gathering will be conducted in the manner stated in the application;

c. The location selected for the mass gathering is inadequate for the purpose for which it will be used;

d. The promoter has not made adequate preparations to limit the number of persons attending the mass gathering;

e. The promoter does not have assurance that scheduled performers will appear;

f. The preparations for the mass gathering do not ensure that minimum standards of sanitation and health will be maintained;

g. The preparations for the mass gathering do not ensure that the mass gathering will be conducted in an orderly manner and that the physical safety of persons attending will be protected;

h. Adequate arrangements for traffic control have not been provided; or

i. Adequate medical and nursing care will not be available.

SECTION NINE - PERMIT REVOCATION:

1. The Hearing Examiner may revoke a permit issued under section eight if the Hearing Examiner finds that preparations for the mass gathering will not be completed by the time the mass gathering will begin, on any grounds listed in section eight, subsection 2, or that the permit was obtained by fraud or misrepresentation.

2. The Hearing Examiner must give notice to the promoter that the permit will be revoked at least 24 hours before the revocation takes effect. If requested by the promoter, the Hearing Examiner shall hold a hearing on the revocation.

3. If the Hearing Examiner revokes a permit upon finding of one of the above grounds, the promoter shall have five business days to correct the deficiency. If the deficiency has been corrected, as determined, by the Hearing Examiner, then the permit shall be reissued.

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SECTION TEN - APPEAL

A promoter or a person affected by the granting, denying, or revoking of a permit may appeal final action to a district court having jurisdiction in Hidalgo County.

SECTION ELEVEN – INSPECTIONS

1. The Hidalgo County Health Department may inspect a mass gathering during the mass gathering to ensure that the minimum standards of health and sanitation prescribed by state and local laws, rules, and orders are being maintained. If the County Health Department determines a violation of the minimum standards is occurring or is likely to occur, the County Health Department may order the promoter of the mass gathering to correct the violation.

2. The Hidalgo County Fire Marshal may inspect a mass gathering during the mass gathering to ensure that the minimum standards for ensuring public fire safety and order as prescribed by state and local laws, rules, and orders are being maintained. If the County Fire Marshal determines a violation of the minimum standards is occurring or is likely to occur, the Fire Marshal may order the promoter of the mass gathering to correct the violation.

3. The Hidalgo County Sheriff's Office may inspect a mass gathering during the mass gathering to ensure that the minimum standards for ensuring public safety as prescribed by state and local laws, rules, and orders are being maintained. If the County Sheriff determines a violation of the minimum standards is occurring or is likely to occur, the County Sheriff Department may order the promoter of the mass gathering to correct the violation.

4. The County Health Department, Fire Marshal, and Sheriff may coordinate with each other to conduct inspections to ensure that the minimum standards for health, public safety, and welfare of all mass gathering attendees are being observed.

5. A promoter who fails to comply with any order issued under this section commits an offense. An offense under this section is a Class C misdemeanor punishable by a fine of up to $500.00. Each day of the violation is a separate offense. Any law enforcement agency with jurisdiction over the location where the event is held shall have citation power under this section.

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SECTION TWELVE – FEES

1. An application for a permit to promote a mass gathering must be accompanied by payment of the minimum inspection fee in the amount set out in the attached Fee Schedule.

2. Special events that require more extensive review from the Fire Marshal, the Sheriff, or the Health Department may be assessed a reasonable surcharge to compensate for the additional time spent inspecting the event. Applicants will be informed of any surcharges via a "Notice of Surcharge". The surcharge must be paid within ten days of receiving the "Notice of Surcharge" for the event.

3. All fees relating to the issuance of a Mass Gathering Permit shall be determined by Commissioners' Court and incorporated into these Mass Gathering Rules and Regulations. These fees shall remain in effect from the effective date hereof until changed by Commissioners' Court. Fees may be changed at any time and from time-to-time by Commissioners' Court, as it deems appropriate. The fees shall be approved or amended by Commissioners' Court in the manner authorized by law for the taking of official action by a political subdivision. Any changes shall be effective for events in which the application is filed after the date of the change.

SECTION THIRTEEN – EFFECT OF OTHER LAWS

It is not intended and no provision herein should be construed, to contravene any applicable law or to pre-empt any federal statute. To the extent any part or any provision in these Rules and Regulations might otherwise be construed as invalid, illegal, or unenforceable in any respect, it should be construed as being limited in its scope and applicable to only those circumstances to which it can legally apply. To the extent that any provision or part hereof is found to be invalid, illegal or unenforceable in any respect, it shall not affect any other provision. A Mass Gathering Permit is obtained in addition to any other permits that may be required under any local, state, or federal law.

SECTION FOURTEEN – EFFECTIVE DATE

These Rules and Regulations shall become effective upon approval by Commissioners' Court. Consequently, a promoter of a mass gathering shall be subject to the provisions herein.

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SECTION FIFTEEN – COMMUNICATIONS AND COUNTY CONTACT

Questions concerning these Rules may be submitted to the Hidalgo County Judge's Office (i.e. Hearing Examiner) or to the Hidalgo County Executive Office at the following addresses:

Hidalgo County Judge's Office c/o Hearing Examiner	Hidalgo County Executive Office
100 E. Cano, 2nd Floor	2818 S. Bus. Hwy. 281
Edinburg, TX 78539	Edinburg, TX 78539
(956) 318-2600	(956) 292-7655

SECTION SIXTEEN – MATERIAL CHANGES IN PLANS

1. If after a Permit has been granted, a material change in the plans for the mass gathering has occurred, the promoter shall notify the Hearing Examiner so that the Hearing Examiner may determine whether the Permit shall be revoked or not.

2. If Hidalgo County becomes aware of road construction in the vicinity of the mass gathering that may affect the mass gathering, Hidalgo County will make every effort to notify the Promoter so that accommodations may be made. Hidalgo County reserves the right to revoke a Permit for a mass gathering because of unexpected road construction if the unexpected road construction causes there to be inadequate parking or traffic control. Every effort will be made to avoid revoking a permit based on unexpected road construction.

DRAFT

APPLICATION FOR PERMIT TO PROMOTE A MASS GATHERING IN HIDALGO COUNTY, TEXAS

At least 45 days prior to the planned mass gathering, the Application must be received and filed at the Hidalgo County Judge's Office (i.e. Hearing Examiner) located at 100 E. Cano, 2nd Floor, Edinburg, TX 78539. Additional sheets may be attached.

A minimum inspection fee must be paid at the time of filing of the application.

Event Description

1. Promoter's Full Name:

   _____

2. Promoter's Address (physical and mailing) and other Contact Information:

   _____

   _____

   _____

   Telephone:_____

   Fax: _____

   Email:_____

3. Full name of Owner(s) of the Property on which the Mass Gathering will be held.

   _____

4. Property Owner's Address (physical and mailing):

   _____

   _____

   _____

DRAFT

5. Location of the Property where the Mass Gathering will be held:

   _____

   _____

   _____

6. Description of the Property where the Mass Gathering will be held: (barn, open field, etc.)

   _____

   _____

   _____

   _____

7. Date(s) of Mass Gathering:

   _____

8. Time of Event:

   _____

9. Maximum number of persons to be allowed to attend:

   _____

10. A hearing will be held no later than 10 days prior to the event and the promoter or the following representative of the Promoter will be available to attend, if necessary:

    Name:_____

    Telephone:_____

    Fax: _____

    E-Mail: _____

DRAFT

11. Will food be served?_____ By Whom? _____
12. Will alcohol be served?_____ By Whom? _____
13. Will attendees be allowed to bring in food or alcohol? _____
14. Are minors allowed into the event? _____
15. Briefly describe your plans for parking. _____

_____

_____

_____

Event Financial and Contractual Obligations

Attach the following documents:

1. A certified copy of the agreement between the promoter and the land owner.
2. A list of the names and contact information of each performer and of their agent who had agreed to appear at the mass gathering including a description of the terms of the agreement.
3. Financial statement reflecting the funds being supplied to finance the mass gathering and each person supplying the funds.

Health & Sanitation Compliance

1. Describe the steps taken to ensure that minimum standards of health and sanitation will be maintained during the gathering.

_____

_____

_____

_____

_____

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2. Describe the steps taken to ensure that minimum standards health and sanitation will be maintained during the gathering:

_____

_____

_____

_____

3. Describe the preparations taken to provide adequate medical and nursing care:

_____

_____

_____

_____

Public Safety Compliance

1. Describe how attendance will be limited to the maximum number stated in the event description above:

_____

_____

_____

_____

2. Describe the preparations you will take to provide traffic control:

_____

_____

_____

_____

DRAFT

3. Describe the steps you will take to ensure that the mass gathering will be conducted in an orderly manner:

   _____

   _____

   _____

   _____

4. Describe the preparations you will take to supervise minors who may attend the mass gathering:

   _____

   _____

   _____

   _____

5. Identify the location on the grounds where the promoter or representative will be available at all times during the event.

   _____

   _____

   _____

   _____

DRAFT

Acknowledgement

State of Texas §

§

County of Hidalgo §

I affirm that the information I have given in this document and its attachments are correct and I hereby set my hand on this the_____ day of _____, 20___.

_____

Signature of Promoter

_____

Printed Name of Promoter

Received by the Hidalgo County Judge's Office on this the _____ day of _____, 20___, together with the following:

Inspection Fee:

DRAFT

Fee Schedule for Mass Gathering Permit

The minimum fee for the permit application, health inspection, and safety inspection must be paid at the time of the filing of the application. Special events that require more extensive review from the Fire Marshal, the Sheriff, or the Health Department may be assessed a reasonable surcharge to compensate for the additional time spent inspecting the event. Applicants will be informed via a "Notice of Surcharge" of any surcharges. The surcharge must be paid within ten days of receiving the notice of surcharge for the event. All payments of fees shall be non-refundable; payments must be made by cashier's check or money order payable to "Hidalgo County, Texas."

Inspection Fees due at the time the Promoter makes application:

Hidalgo County Mass Gathering Fees	
Permit Application	$500.00
Health Inspection	$250.00
Safety Inspection	$250.00
Total Fees Due	$1,000.00
*Surcharge	$200.00

*refer to Section 12 of the Mass Gatherings Rules & Regulations

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Notice of Surcharge

Date: _____

Promoter: _____

Promoter's Address: _____

_____

_____

Description of Mass Gathering:_____

_____

Mass Gathering Date: _____

This Notice is to inform you that a surcharge is being assessed for the mass gathering permit which you applied for as the "Promoter" on the _____ day of _____, 20___. This surcharge is being assessed because due to special circumstances of your event, more than one inspection is needed by the following departments, _____. Please remit the amount below to the Hidalgo County Judge's Office by the date listed below. Hidalgo County reserves the right to assess further surcharges by different department, or because more inspections are needed by the same department due to unforeseen circumstances. Payment is due in the Hidalgo County Judge's Office by the date listed below. All payments of fees shall be non-refundable; payments must be made by cashier's check or money order payable to "Hidalgo County, Texas."

Amount Assessed: _____

Due Date: _____ (ten business days after the date above)

Department Requesting Surcharge: _____

Hidalgo County Judge's Office

100 E. Cano, 2nd Floor,

Edinburg, TX 78539

Processed by: _____

DRAFT

Minimum Standards for Health and Sanitation at Mass Gatherings

1. Water Supply
    a. The quality and quantity of water to be supplied shall meet the approval of the Hidalgo County Health Department, and on its request, an evaluation of the supply may be made by the Department of Health Resources.
    b. Water shall be provided at the rate of at least one pint per hour for each person present at the site.
    c. Water shall be delivered to the dispensing points in such a manner as to preclude the possibility of contamination. All water conveyor facilities shall be cleaned and disinfected prior to being used and any containers used for water delivery shall be covered to prevent the entrance of dust, insects, or other contaminants.
    d. A suitable water outlet of water and the ability to provide oral re-hydration to affected individuals.
    e. The use of the common drinking cup is prohibited. At least one dispensable cup shall be provided for each person per hour of attendance.
2. Toilet facilities
    a. Toilet facilities, separate for each sex and plainly marked "Men" and "Women" shall be provided at a rate of no more than 50 persons per toilet seat. Such facilities shall be designed to shield the occupants from public view.
    b. Portable type toilets, if provided, shall have waste therefrom collected at intervals sufficient frequency to preclude overflow and the wastes therefrom shall be disposed of in a manner that does not create a health hazard or nuisance.
    c. Hand washing and drying facilities shall be provided in the vicinity of each toilet building or location. Waste produced from such hand washing facilities shall be collected and disposed of either by holding tanks or subsurface absorption fields or hand sanitizing systems.
3. Vector and Rodent Control
    a. Sufficient equipment and chemicals shall be available to control insect vector or rodent problems in a manner approved by the Hidalgo County Health Department. The grounds shall also be free of mosquito breeding sources.
4. Solid Waste Facilities
    a. All solid waste shall be stored in suitable containers with tight fitting lids and such containers shall be conveniently located throughout the area.
    b. All solid waste shall be collected twice daily or at such more frequent intervals as may be necessary to maintain sanitary conditions at the site and be disposed of in a facility which has been approved by the Hidalgo County Health Department.

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5. Food Sanitation
    a. Food to be administered to the public may not be prepared in a private residence. For special fundraisers such as bake sales, pies, cakes and cookies will be allowed to be prepared in a private residence as long as all of the other following conditions are met.
    b. All food, including ice must be from an approved source and kept in a food grade container.
    c. The storage of food in contact with water or un-drained food is prohibited.
    d. Food must be protected during storage, display, and cooking as follows:
        - Must be kept covered;
        - Must be stored on a clean surface;
        - Must be kept at the proper temperature: Potentially hazardous food requiring cold storage must be kept at 41 degrees Fahrenheit or below; frozen foods at 0 degrees Fahrenheit or below; foods requiring hot storage at 135 degrees Fahrenheit or above. Thermometers must be kept in equipment or a metal stemmed product thermometer may be used to check internal food temperature;
        - All food, single service containers and utensils should be stored at least six inches above the floor.
    e. Food dispensing utensils should be stored in food with handle out.
    f. Enough portable water shall be available in the establishment for cleaning and sanitizing utensils and equipment and for hand washing; a heating unit facility capable of producing enough hot water for these purposes must be provided. Bleach must be available for sanitizing purposes.
    g. Three plastic dish pans for washing, rinsing, and sanitizing food preparation equipment, such as cooking utensils, pots, pans, must be provided.
    h. A thermos with a spigot shall be available for employee hand washing. Warm running water, soap, and individual paper towels must be provided.
    i. Facilities must be available to retain all liquid wastes.
    j. All stands must have adequate covered garbage containers and all permitees' are responsible for keeping the area clean and free of garbage.
    k. A temporary health permit for each stand must be obtained by mail two (2) weeks in advance of the event date or in person two (2) full business days before the event date. A late fee of $25.00 will apply if not obtained in advance.
    l. Non-compliance with these rules will result in the immediate closing of the stand and/or citation issued by the Hidalgo County Health Department.
    m. Omit items g through j if only prepackaged foods are being sold.
6. Medical and nursing care
    a. A minimum of one and at least one emergency aid station for each 10,000 persons or fraction thereof shall be maintained and be clearly identifiable by a prominent signage during the entire time of the mass gathering.

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b. Each emergency aid station shall have on duty at all times at least two persons who have had, as a minimum, training in first aid either by the American Red Cross or as a medical corpsman in the armed services and be a Texas Certified EMT or Nationally Registered EMT. One shall be in charge.
c. Each emergency aid station shall be provided with the following equipment and supplies:
    - An air-conditioned tent or other suitable temporary shelter shall be provided at a convenient location on the grounds of the mass gathering to house the emergency aid station.
    - folding cots – six;
    - blankets – eight;
    - chest or box (for supplies) – one;
    - chairs – four;
    - flashlights – two;
    - pail or plastic wastebasket – two, and a biohazard disposal container;
    - paper bags for waste – 24;
    - paper towels (roll or package) – four;
    - pitcher (with cover) – two;
    - adhesive bandages (assorted) – four dozen;
    - adhesive tape, three inches and four inches – four rolls each size;
    - triangular bandage, 40 inches – six;
    - hydrogen peroxide
    - trauma sheers
    - snake bite kit – one;
    - splints – six;
    - bag mask resuscitator with oxygen supply – one;
    - stretcher – one;
    - thermometer, oral – two;
    - bandage compress, two inches, three inches and four inches – six each size;
    - four inches by four inches cotton gauze squares – 100;
    - Automated External Defibrillator
    - EpiPen
    - disposable gloves
    - hand sanitizer
    - blood pressure cuff – one;
    - stethoscope – one;
    - oral glucose – one tube;
    - bio-hazard emesis bags
    - ice packs – twelve;
    - Neosporin or other antibiotic ointment

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- Acetaminophen or ibuprofen for individual packet distribution
- trauma dressings – four

7. A written plan for the evacuation of sick or injured persons shall be provided and approved by the Hidalgo County Fire Marshal covering the following services and a copy of the plan shall be placed in a conspicuous place in the emergency aid station.
    a. name, location, and telephone number(s) of one or more available licensed physicians;
    b. name, location, and telephone number(s) of a local 911 EMS provider who shall be utilized for transport if necessary;
    c. name, location, and telephone number(s) of an available nearby hospital;
8. Final site cleanup. At the conclusion of a mass gathering, the site shall be inspected by the Hidalgo County Health Department for health and sanitation considerations. The landowner, upon notification by the Hidalgo County Health Department of the existence of any unsanitary conditions, shall immediately cause such conditions to be corrected. The site must always remain clean and well drained.
9. Other: there must not be any objectionable odors or humidity; garbage must be properly stored and maintained; toxic items must be stored properly.

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Minimum Standards for Public Safety at Mass Gatherings

1. Control of Admission to Spectators.
    a. All admission tickets sold or offered for sale by the promoter, or by others acting in his behalf, will be serially numbered or otherwise coded in such a manner so as to be able to determine the days of admission and the number of people that have been admitted at any given time. The promoter will advise the issuing officer at the time of the hearing on the application of the number of tickets known or believed to have been sold and the anticipated number to be sold.
    b. The promoter will certify to the sheriff or the issuing officer, upon request, the number of tickets known to have been sold at the time the request is made.
    c. The promoter will grant admission to spectators only on the presentation of a valid ticket to the event, and each spectator will be required to present an individual ticket. The promoter will retain all tickets so presented, and will make them available for inspection by the sheriff of the county, in which the mass gathering is being held, or by any other peace officer, at any time during the period of time for which the permit granted, and for 10 days thereafter.
2. Adequate Parking Space Required. An adequate parking space shall be provided for the parking of vehicles. The parking area shall be deemed adequate if it meets the following requirements.
    a. Provides a parking space large enough to accommodate one four-wheeled vehicle for each four tickets sold.
    b. The parking area shall be well drained and the surface of such consistency so as to provide for easy entry and exit during any type of weather conditions.
3. Camping Area. Any area provided by the promoter as a camping area for the benefit of paying spectators shall be separated from the entertainment areas and the area provided for the parking of vehicles by a distance of at least 1000 feet. No overnight camping will be permitted in the area designated for the parking of vehicles.
4. Adequate Lighting. Provisions shall be made to light adequately the entire area provided for the occupancy of spectators. The required lighting shall be deemed adequate if it is sufficient to make clearly recognizable the features of any person within the area provided for the occupancy of spectators by an observer 50 feet from that person, and if the required illumination may be turned on by the operation of not more than two devices.
5. Access by Emergency Vehicles. The promoter will at all times during the time for which the permit is issued maintain a clear and unobstructed access route through the area under his control for the use of emergency vehicles attempting to reach any platform, stage, bandstand, grandstand, or other seating facility, concession stand, or parking area.

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6. Access to Facility Without Undue Delay.
    a. The promoter will plan, construct or otherwise make provisions necessary to assure that spectators or others seeking admittance to the facility under his control at which the mass gathering is to be held may enter the facility without impeding the progress of those who follow to the extent that exit from any federal, state, or county highway giving access to the facility is delayed in any manner.
    b. This section is to be interpreted to mean that it is the responsibility of the promoter to expedite, by any necessary means, the flow of traffic into the facility he provides to the extent that persons seeking admission will not be delayed to the extent that their presence will interfere with the normal movement of traffic on adjacent public streets or highways.
7. Construction of Public Facilities. Any platform, bandstand, stage, grandstand, or other facility upon which people may assemble to make music, dance, or otherwise entertain or sit or stand as spectators shall be constructed in such a manner as to safely support the weight of the maximum number of people who are able to assemble thereon.
8. Preservation of Order. The promoter will be responsible for and will be held accountable for preserving order within the confines of the area designated in the permit application.
9. Promoter to be Available at All Times. The promoter or a representative designated by him in his permit application will be present and available on the grounds at all times during the period for which the permit is issued and until all those in attendance have departed the area. The permit application shall specify a location on the grounds at which the promoter or his designated representative may be located within undue delay.

DRAFT

Request for an Initial Determination

1. Promoter's Full Name:

   _____

2. Promoter's Address (physical and mailing) and other Contact Information:

   _____

   _____

   _____

   Telephone:_____

   Fax: _____

   Email:_____

3. Location of the Property where the Event will be held:

   _____

   _____

   _____

   _____

4. Description of the Property where the Event will be held: (barn, open field, etc.)

   _____

   _____

   _____

   _____

5. Date(s) of Event:

   _____

DRAFT

6. Time of Event:

   _____

7. Maximum number of persons to be allowed to attend:

   _____

8. Will alcohol be served?_____

9. Brief Description of the Event? (entertainment, purpose etc.)

   _____

   _____

   _____

DRAFT

AI-57372 **Executive Office** **8. F.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Executive Office - Texas DPS (1100):
Discussion, consideration, and action to withdraw administrative/clerical support to the Texas Department of Public Safety in 2017, in accordance with section 3.40 of the Civil Service Commission Rules, due to evolving Hidalgo County personnel strategies and priorities.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact at this time, positions allocated to this program will be address at a later date based on CC direction.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/18/2016 11:02 AM
Merlen P. Munoz	Merlen P. Munoz	11/18/2016 11:40 AM
Final Approval	Monica Badillo	11/18/2016 05:28 PM

Form Started By: Diana Munoz Started On: 11/14/2016 03:59 PM

Final Approval Date: 11/18/2016

AI-57462 **Executive Office** **8. G.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting approval to amend Agreement between Hidalgo County and Linn-San Manuel VFD to clarify that utilities are to be paid by the county

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-419-40-220-050-0-XXX

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

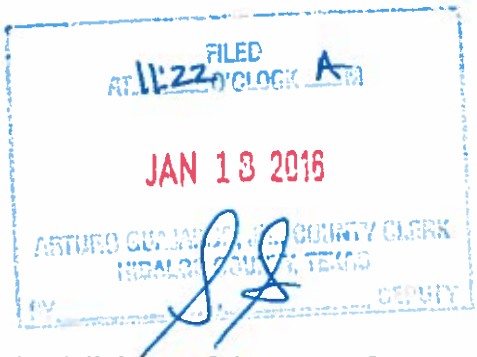
BUDGETARY IMPACT:

Attachments

agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/18/2016 04:10 PM
Final Approval	Monica Badillo	11/18/2016 05:28 PM
Form Started By: Monica Badillo		Started On: 11/18/2016 04:04 PM
Final Approval Date: 11/18/2016		



STATE OF TEXAS §
COUNTY OF HIDALGO §

AGREEMENT

WHEREAS, Hidalgo County Texas ("County"), a political subdivision of the State of Texas, has the authority under Texas Local Government Code, Chapter 352.001 to contract with an incorporated volunteer fire department that is located within the County to provide fire protection and first responder services to an area of the County that is located outside the municipalities in the County;

WHEREAS, the Linn-San Manuel Volunteer Fire Department, Inc. hereinafter ("VFD"), is an incorporated volunteer fire department located within a rural area of Hidalgo, County; and provides the most rapid response time to such rural area;

WHEREAS, County and VFD represent that each is independently authorized to perform the functions contemplated by this Agreement;

WHEREAS, County desires to contract with VFD to provide a public service because the VFD has fire protection vehicles and other equipment designed for the extinguishing of fire, the providing of emergency services, and the prevention of damage to property and injury to persons from fire and other emergencies and has the control and use of volunteer members who are trained to properly utilize such vehicles and equipment and to provide fire protection and emergency services and;

WHEREAS, this Agreement is made between the County and VFD pursuant to the authority of Subchapter A of Chapter 352 of the Texas Local Government Code and pursuant to the general authority of the Commissioners Court to contract with private providers for services for the public.

NOW THEREFORE, in consideration of the above recitals, mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

ARTICLE I
PUBLIC PURPOSE

1.01. The purpose of this Agreement is to provide public fire protection and other limited emergency response services within the area of the County that lies outside the boundaries of any municipal government, such area being more particularly described on Exhibit A attached hereto. The County has no authority to provide fire protection or most other

emergency response services within the territorial limits of incorporated municipalities and by this Agreement does not attempt to usurp the authority of municipalities to manage, regulate and provide fire protection and emergency response services within their boundaries.

ARTICLE II
VFD OBLIGATION

2.01 VFD agrees as follows:

(a) VFD will provide fire protection and other emergency response services for all persons and property within the unincorporated area of said County described on Exhibit A attached hereto and incorporated herein at this point for all purposes (the "Area"). Further, VFD agrees that it shall be the First Responder for fire protection services within the Area. Additionally, VFD agrees that it shall respond to mutual aid calls from any other fire department for fire protection services at any location within the unincorporated area of the County.

(b) Emergency services other than those concerning fire protection and other emergency response services is not the subject of this Agreement. All emergency services provided within the territorial boundaries of municipal corporations are solely within the jurisdiction and the area of responsibility of the relevant municipal government. No provision is made in this Agreement to provide services in any municipality. However, nothing in this Agreement is intended to prevent the VFD from providing other services within municipalities, but in doing so, the VFD does not act under the terms of this Agreement and the County assumes no responsibility for providing consideration for such services.

(c) It is expressly agreed and understood that the VFD ASSUMES ALL RESPONSIBILITY FOR ANY INJURY OR DAMAGE SUFFERED BY ANY PERSON OR PROPERTY RESULTING FROM PERFORMANCE UNDER THIS AGREEMENT INCLUDING ANY DAMAGE OR INJURY CAUSED OR CONTRIBUTED TO BY REASON OF THE USE OR OPERATION OF ANY EQUIPMENT OR TANGIBLE PROPERTY OF VFD. THE VFD AGREES TO INDEMNIFY THE COUNTY FOR ANY AMOUNT SPENT BY THE COUNTY IN DEFENDING ITSELF IN ANY COURT ACTION ARSING OUT OF A SITUATION IN WHICH VFD UTILIZED EQUIPMENT TO PROVIDE FIRE OR NON-FIRE RELATED EMERGENCY RESPONSE SERVICES INCLUDING ATTORNEY FEES, COSTS OF COURT, AND OTHER EXPENSES REASONABLY NECESSARY IN PREPARING AND PRESENTING ANY DEFENSE IN SUCH MATTER AS WELL AS FOR ANY DAMAGES

FOR WHICH THE COUNTY IS HELD RESPONSIBLE BY ANY COURT OF COMPETENT JURISDICITON. It is further expressly understood and agreed that no official, employee or agent of the County has authority to bind the County to be liable for the manner or means of providing fire protection or other services in an incorporated municipality.

2.02 VFD shall use reasonable diligence and effort to provide the fire protection and emergency response services it has contracted to provide by this Agreement and to provide immediate and direct supervision of the VFD members, employees, agents, contractors, sub-contractors, and/laborers, if any, in the furtherance of the purposes, terms, and conditions of this Agreement. The parties do not hereby waive any immunity, defense, privilege, or remedy provided by law.

2.03 VFD agrees to cause its members and personnel providing fire protection services in performance of this Agreement, when performing said services, to conduct themselves in a professional manner and to comply with applicable laws. Non-member volunteers will not be used for fire protection by the VFD. All fire fighters of the VFD must be members of the VFD and properly trained and equipped to perform fire protection duties. Radio communications will be conducted in accord with any rules, procedures or directives of the Sheriff of Hidalgo County and /or County Fire Marshal. The VFD further agrees that it will cooperate with County Fire Marshal to the extent provided for in Texas law.

2.04 VFD warrants that in carrying out the terms of this Agreement, it will not utilize any person under 18 years of age in the performance of the services to be provided under this Agreement.

2.05 It is agreed VFD shall comply with any rules, procedures or directives of the County Fire Marshal for determining which fires warrant investigations, and shall cooperate with any such investigation made by the appropriate County Official or the designated agent of the County Fire Marshal, State Fire Marshal, County Sheriff, and/or other law enforcement agencies or their designees. It is agreed VFD shall suspend any member of the VFD who fails to provide information and statements relative to such investigations as lawfully requested by any law enforcement agency, designated agent of the County for arson investigations, County Sheriff, and/or County or State Fire Marshal and their designees.

2.06 The books and records maintained for operating VFD shall be open to inspection by the County or its designated representatives during normal business hours.

2.07 VFD shall submit a financial report to the County no later than three months after the close of the VFD's fiscal year.

2.08 VFD shall file a TXFIRS report with the State Fire Marshal's office within two weeks of the end of the month that an incident occurred. The Hidalgo County Fire Marshal is authorized to review and update all fire incident reports filed by the VFD with the State Fire Marshal's office.

2.09 VFD shall maintain a "current" status throughout the term of this agreement as a First Responder Organization (FRO) per Texas Administration Code 157.14.

2.10 VFD shall maintain statutory workers' compensation coverage for its employees, officers and volunteers regarding the VFD's performance under this Agreement. The VFD recognizes that the County has no responsibility to furnish this coverage and VFD waives any right to pursue the County for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

ARTICLE III
CONSIDERATION

3.01 For the services provided above, the consideration expressed in Article 3.02 hereof and the other terms and conditions hereof the County shall provide to VFD:

(a) That part of a structure known as the Luis Flores, Jr. Linn-San Manuel Emergency Services Facility consisting of 2499 square feet (the "VFD Part") such part of the structure being the shaded area more particularly described on Exhibit B attached hereto and incorporated herein at the point for all purposes ("VFD Part") for the housing of VFD's engines and fire fighter's equipment provided VFD provides the janitorial services for the VFD Part and landscaping maintenance for the grounds in which the structure is located as shown on Exhibit B-1.

(b) In connection therewith County may inspect the VFDs Part any time to assure compliance of VFD's janitorial, landscape maintenance and other obligations herein. VFD may not make any alterations or additions to VFDs Part without the prior written consent of County. VFD shall maintain the VFD Part in good and clean condition reasonable wear and tear excepted.

3.02 VFD shall during the term hereof pay County an annual payment of Twenty Four Hundred no one hundredths Dollars ($2,400.00) payable in twelve monthly installments of Two

Hundred and no one hundredths Dollars ($200.00) on or before the first day of each month occurring during the term hereof.

ARTICLE IV

GENERAL APPORITIONMENT OF RESPONSIBLITITY AND IMMUNITY

4.01 In the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to either party individually under Texas Law. VFD shall be responsible for its sole negligence. The County shall be responsible for its sole negligence. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person.

ARTICLE V
NOTICE OF NONAPPRORIATION

5.01 If, for any fiscal year, the County fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, the County shall endeavor to provide thirty (30) days notice of its intent not to appropriate the necessary funds for its performance of obligations under this Agreement.

ARTICLE VI
DEFAULT

6.01 In the event either party shall fail to keep, observe, or perform any provision of this Agreement, the breaching party shall be deemed in default. If such default shall continue for a period of thirty (30) days after notice thereof by the non-breaching party to the other, then the non-breaching party shall be entitled to terminate this Agreement immediately.

ARTICLE VII
TERM

7.01 The effective date of this Agreement shall be January 5, 2016, or the date that last of the parties have executed this Agreement within the 2016-2017 fiscal year, whichever is the later, and this Agreement shall expire at midnight of December 31, 2016. This Agreement shall automatically renew for successive one year terms unless either party gives the other party one hundred twenty (120) days notice of its notice of termination effective on the anniversary date of this Agreement following such notice of termination.

ARTICLE VIII
INSURANCE

8.01 At all times during the term of this Agreement, VFD will, at VFD's sole expense, carry, provide and maintain general liability insurance in the amount of $1,000,000.00 vehicular insurance at least the limits of the Texas Tort Claims all such insurance minimum limits more particularly described in Exhibit C attached hereto and incorporated herein at this point for all purposes.

ARTICLE IX
TERMINATION

(a) By Mutual Agreement: This Agreement may be terminated by mutual agreement of VFD and the County, as evidenced by a written termination Agreement.

(b) For Non Appropriation of funds: As mentioned above, the County fails to appropriate funds necessary for performance of the obligations under this Agreement, the County may terminate this Agreement.

(c) By Either Party: This Agreement may be terminated at any time without cause on thirty (30) days written notice to the other party.

ARTICLE X
SEVERABILITY

10.01 If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

ARTICLE XI
NIMS NATIONAL INCIDENT MANAGEMENT SYSTEMS

11.01 VFD shall supply the County, to the attention of County Executive Office, at the time of execution of this Agreement a list of personnel of the VFD as well as the Certificate of NIMS compliant testing for each person on the list. Testing shall be in accordance with FEMA

guidelines as to what level, who and when training is done to remain compliant. VFD must be NIMS compliant.

11.02 VFD Chief Officers shall complete NIMS 300 on or before August 1, 2016 and are encouraged to complete NIMS 400 training. NIMS 300 shall be completed as soon as possible following appointment to office.

11.03 All VFD members shall complete NIMS 100, 200, 700 and 800 training no later than August 1, 2016. VFD shall submit to the County Fire Marshal records for each member documenting completion of NIMS training. VFD shall maintain supporting records for each member and shall be made available to the County within forty-eight (48) hours notice.

ARTICLE XII
NOTICE

12.01 Except as maybe otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: Hidalgo County, Texas
Attention: Hon. Ramon Garcia, County Judge
302 W. University Drive
Edinburg, Texas 78539

If to VFD: Luis Flores, Jr. Linn-San Manuel Emergency Services Facility
Attention: _____
P. O. Box 72 Linn Texas 78563

Any notice permitted or required to be given hereunder shall be deemed to have been given upon deposit of the notice in the United States Mail as aforesaid.

ARTICLE XIII
MISCELLANEOUS

13.01 AUTHORITY TO CONTRACT: THE UNDERSIGNED OFFICERS AND OR AGENTS OF THE PARTIES HERETO ARE THE PROPERLY AUTHORIZED OFFICIAL AND HAVE THE NECESSARY AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF THE PARTIES HERETO, AND EACH PARTY HEREBY CERTIFIES TO

THE OTHER THAT ANY NECESSARY RESOLUTIONS EXTENDING SAID AUTHORITY HAVE BEEN DULY PASSED AND ARE NOW IN FULL FORCE AND EFFECT.

13.02 Governing Law/Venue: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas and the venue for enforcement shall be Hidalgo County, Texas.

13.03 Limitation of Liability: By entering into this Agreement, neither party waives sovereign immunity defenses or any other limitation of liability. No provision of this Agreement is intended to modify or waive any provision of the Texas Tort Claims Act.

13.04 Entire Agreement: This Agreement is a total and complete integration of any and all understandings existing between the parties hereto and supersedes any prior oral or written agreements, promises or representations between them. The headings of the various paragraphs of this Agreement are for convenience only, and shall not define, interpret, affect or prescribe the meaning and interpretation of the provisions of this Agreement.

13.05 Independent Contractor: VFD expressly acknowledges that VFD will be acting as an independent contractor for all purposes, including payment of social security, withholding taxes and all other federal, state and local taxes. VFD, as independent contractor, shall be solely responsible to its employees, agents, third party contractors any other person supplying labor or material for VFD in performing any portion of this Agreement or any action or omission incident thereto. VFD also agrees to pay for and provide workers compensation insurance, covering all employees working for VFD in performing labor pursuant to this Agreement or any activity incident thereto.

13.06 Amendment: If the parties hereto desire to amend this Agreement during or after the term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new Agreement. Any modifications must be approved and signed by authorized representatives of the parties hereto.

Dated to be effective this 5th day of January, 2016.

HIDALGO COUNTY

By: Ramon Garcia
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 1/5/16

ATTEST:

Arturo Guajardo, Jr. County Clerk

LINN-SAN MANUEL VOLUNTEER FIRE DEPARTMENT, INC.

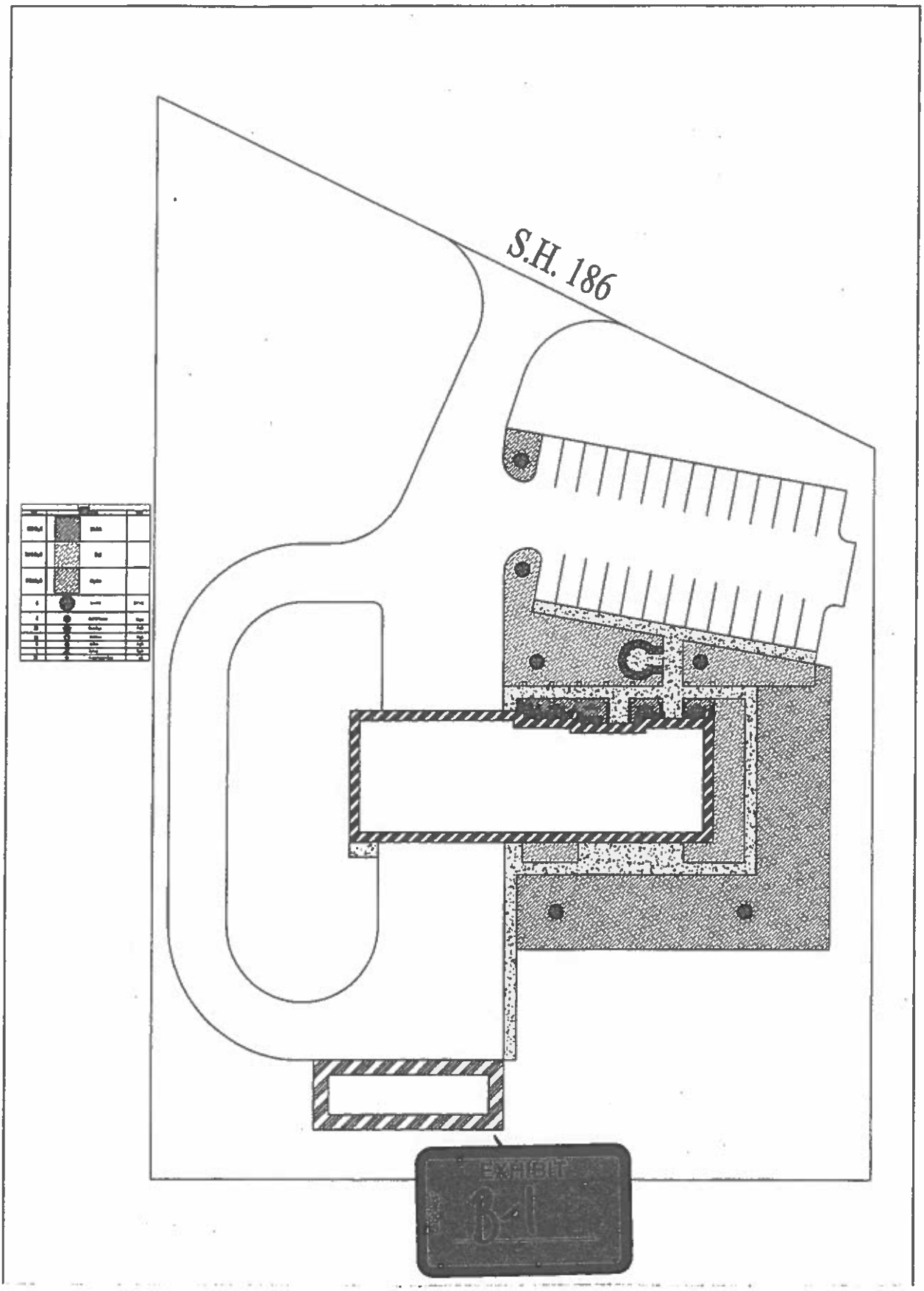
By:

Its: President of Board LSMVFD

Linn-San Manuel
) Service Area
Hidalgo County Line
SH 186
Brushline Rd
FM 490
Hidalgo County Line
EXHIBIT

tabbies"

EXHIBIT


S.H. 186
C
EXHIBIT
B-1

LINNS-1 OPIO:OB

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATe(MM/DD/YYYY) 09/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CfiRTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMENO, EXTEND OR ALTER THE COVERAGE AFFORDED BY THS POLICIES BELOW. THIS CERTIFICATE Of INSURANE DOSS NOT OONST11V1'E A CONTRACT BETWEEN THE ISSUING JNSURER(S), AUTHORIZED REPRESENTATIVE OR. PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate hi;lider Is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION JS WAIVED, au ject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on thiii certificate does not confer rights to the certiffc.ate holder In lieu of auc.h andarsement(s).

PRODUCER VFIS ofTelc:as 3420 Executive Center Dr #301 Austin, TX 78731 Panoy J Ker ma11	ZAA'Cl Danny J Kerecman f..ug &. Eiitt aoa-2s2 943s If - Not: 512-448-9929 ZoA sst
INSURED I.Inn san Manuel VFD P O Box 72 I,.Inn, TX 78563	INSURERISAFFORDING COVERAGE — NAIC INsuRERA:American Alternative Ins Corp — 19720G INSURER a:TelCas MutualIns Companv DB INSURERC: INSORERD: INSURER I I: INSURERF:.

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 INPICAteo. NOTWITHSTANDING ANY REQUIREMENT, TERM OR O.ONOitION Oi' ANY CONTRACT OR OTiieR DOCUMENT WITH ReSPECT TO WHICH. THIS CERTIFICATE MAY BE ISSUED OR tMY PERTAIN, THE INSURANCE AFFORDED BY 1HE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TIIE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CI.A.IMS.

LTR	TYPE! OF INSURANCE!	:.L SO	WVO	,..OUCY NUMBER	· 'B&rv	ru- 1	UMIT9	
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DESCRIPTION OF OPEIAATIONS/ LOCATIONSI VEHICLES (ACORD 101, Addltlotlll Re1114rks S h-dule, maybe attached If mGfll space ISn quinld

CERTIFICATE HOLDER

HIDALGO

COUNTY OF HIDALGO
SAFETY DIVISION
98015 N.10TH ST
McALLEN, TX 78504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, N011CE WILL BE DELIVERED IN ACCORDANCE WITH THE POUCY PROVISIONS.

AUTHORIZED REPReSENTATIVE

IL Y'r1M

EXHIBIT b CJ

® 1988·2014 AC9RD CORPORAT

The ACORD name and logo are registared marks of ACORD

AI-57395 **Executive Office** **8. H.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from Allstate Insurance Company in the amount of $389.90 to settle auto accident claim. (Head Start)

BACKGROUND

6-1100-360-00-000-005-0-000
DOL: 10/20/16

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-360-00-000-005-0-000

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

BUDGETARY IMPACT:

Check No. 155554844

Attachments

Allstate Insurance Company Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/16/2016 01:29 PM
Final Approval	Monica Badillo	11/18/2016 05:28 PM
Form Started By: Aida Alvarez		Started On: 11/16/2016 01:19 PM
Final Approval Date: 11/18/2016		

Allstate Insurance Company - Claims Payment Processing
P.O. Box 650048 , Dallas, TX 75265 , United States

Allstate.
You're in good hands.

COUNTY HIDALGO SAFETY DIVISION
9805 N 10TH ST
MCALLEN TX 78504-9529

11/10/2016

COUNTY HIDALGO SAFETY DIVISION,

ENCLOSED PLEASE FIND PAYMENT IN THE AMOUNT OF $389.90 FOR YOUR LOSS ON 10/20/2016.

PLEASE REFERENCE CLAIM DETAILS BELOW.

CLAIM NUMBER: 0435401633
DATE OF LOSS: 10/20/2016
INSURED: DIANA HERNANDEZ

In payment for Property Damage Liability for Date of Loss 10/20/2016.

ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY
1-800-255-7828

B-2055SW 0000020161110000647ZCT01001001000734

INSURED: DIANA HERNANDEZ
CLAIMANT: COUNTY HIDALGO SAFETY DIVISION
IN PAYMENT OF: LOSS ON 10/20/2016.

POLICY NUMBER	CLAIM NUMBER	
829532958	0435401633	
TAX ID	DESK LOC	EMPLOYEE ID
	JAM	NVNT
Bank of America NA Atlanta,Dekalb Cty,Georgia	Bank of America Customer Connection	

64-1278
611

PAY: THREE HUNDRED EIGHTY-NINE DOLLARS AND NINETY CENTS

389.90

Allstate

INVOICE NUMBER	MCO	DATE ISSUED
	5370	11/10/2016

155554844

TO THE ORDER OF COUNTY HIDALGO SAFETY DIVISION
9805 N 10TH ST
MCALLEN TX 78504-9529

COMPANY: ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY

Suren K. Gupta
Samuel D Pilch

VOID IF NOT PRESENTED WITHIN THREE HUNDRED, SIXTY-FIVE DAYS OF DATE OF ISSUE

AUTHORIZED SIGNATURES

SECURITY FEATURES INCLUDED. SEE DETAILS ON BACK

⑈155554844⑈ ⑆061112788⑆ 329 911 9562⑈

ALLSTATE FIRE & CASUALTY INS CO

SAN ANTONIO AUTO MCO
Supplement Email: AllsupSTX@Allstate.com
227 North Loop 1604 East
San Antonio, TX 78232
Phone: (800) 733-8910

Claim #: 000435401633B02
Workfile ID: 661a57d0

Estimate of Record

Written By: OSCIEL CARBAJAL, 11/10/2016 9:42:01 AM
Adjuster: Carbajal, Osciel

Insured:	HIDALGO COUNTY SAFETY DIVISION	Owner Policy #:	000829532958	Claim #:	000435401633B02
Type of Loss:	Liability	Date of Loss:	10/20/2016 12:00 AM	Days to Repair:	2
Point of Impact:	06 Rear	Deductible:			

Owner (Insured):
HIDALGO COUNTY SAFETY DIVISION
9805 N 10TH ST
MCALLEN, TX 78504
(956) 383-0706 Business

Inspection Location:
McAllen Drive In
15 South 11th Street
McAllen, TX 78501
Drive-in
(956) 605-9862 Day

Appraiser Information:
cdtw2@allstate.com
(956) 605-9862

Repair Facility:
Owner's Choice
unknown

VEHICLE

2008 CHEV G20 4X2 EXPRESS CARGO EXT 3D VAN 8-4.8L-FI WHITE

VIN:	1GCGG29C081187961	Production Date:		Interior Color:	
License:	1274684	Odometer:	101224	Exterior Color:	WHITE
State:	TX	Condition:			

TRANSMISSION
Automatic Transmission
Overdrive
POWER
Power Steering
Power Brakes
DECOR
Dual Mirrors
Tinted Glass
Console/Storage
CONVENIENCE
Air Conditioning
Intermittent Wipers
Message Center
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
SEATS
Bucket Seats
WHEELS
Styled Steel Wheels
PAINT
Clear Coat Paint
TRUCK
Rear Step Bumper

Estimate of Record

2008 CHEV G20 4X2 EXPRESS CARGO EXT 3D VAN 8-4.8L-FI WHITE

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	#		PRIOR UNRELATED DAMAGES		1			
			NOTE: WINDSHIELD IS CRACKED.					
2	**REAR BUMPER**							
3	* <>	Repl	RCY bumper assy painted +25%	25962250	1	206.25	0.6	1.2
			NOTE: CARPART.COM, 1-800-306-1935					
4			Add for Clear Coat					0.5
5	**MISCELLANEOUS OPERATIONS**							
6	#	Repl	Corrosion Protection		1	10.00		
7	**OTHER CHARGES**							
8	#		E.P.C.		1	4.00		
				SUBTOTALS		**220.25**	**0.6**	**1.7**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				216.25
Body Labor	0.6 hrs	@	$ 42.00 /hr	25.20
Paint Labor	1.7 hrs	@	$ 42.00 /hr	71.40
Paint Supplies	1.7 hrs	@	$ 30.00 /hr	51.00
Other Charges				4.00
Subtotal				367.85
Sales Tax	$ 267.25	@	8.2500 %	22.05
Total Cost of Repairs				**389.90**
Deductible				0.00
Total Adjustments				**0.00**
Net Cost of Repairs				**389.90**

MyPriceLink Estimate ID: 225997916320309248

AI-57369 **Executive Office** **8. I.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting approval of reimbursement to Tomas Salazar in the amount of $7.50 for vehicle registration renewal for county unit

BACKGROUND

Employee paid for renewal to expedite process.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-413-00-125-001-0-610

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

BUDGETARY IMPACT:

Funds available as of 11/15/2016, through Req # 309591

Attachments

RECEIPT AND AFFIDAVIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/14/2016 03:59 PM
Final Approval	Monica Badillo	11/18/2016 05:28 PM
Form Started By: Monica Badillo		Started On: 11/14/2016 03:35 PM
Final Approval Date: 11/18/2016		

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, **Tomas Salazar**, do hereby state that the item(s) listed on the invoice(s) named below

PURCHASER'S NAME
were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
108355426861 44646	11/14/16	7.50	Tax Assessor/Collector, Edinburg, Texas 78539
TOTAL		7.50	

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

I therefore request payment of this invoice from Hidalgo County and that payment be made payable to me.

SIGNATURE: Tomas Salazar

TITLE: **Courier**
PERSON MAKING PURCHASE

Before me **Monica Badillo**, a Notary Public, appeared **Tomas Salazar** and on **his** oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. **He_ / S_** further stated **he / s__** requested payment of the same.

(SEAL) MONICA BADILLO NOTARY PUBLIC STATE OF TEXAS EXPIRES 04/21/2019

Monica Badillo
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

APPROVAL: DEPARTMENT HEAD

APPROVAL: COUNTY AUDITOR

COUNTY AUDITOR'S FORM: ARS-CA-004
REVISED: 11/23/2004

Texas Department *of* Motor Vehicles

REGISTRATION RENEWAL RECEIPT

COUNTY: HIDALGO

PLATE NO: 1182763
DOCUMENT NO: 10830041864121153

TAC NAME: PABLO (PAUL) VILLARREAL JR.
DATE: 11/14/2016
TIME: 02:46PM
EMPLOYEE ID: LRODRIG

EFFECTIVE DATE: 11/14/2016
EXPIRATION DATE: 10/2017
TRANSACTION ID: 10835542686144646

OWNER NAME AND ADDRESS
HIDALGO COUNTY
2812 S BUSINESS 281
EDINBURG, TX 78539

REGISTRATION CLASS: EXEMPT-NOT FOR TITLE ONLY
PLATE TYPE: EXEMPT DOUBLE PLT
ORGANIZATION:
STICKER TYPE: WS

PREVIOUS PLATE NO:
VEHICLE IDENTIFICATION NO: 1FTFW1CF4EKE92557
YR/MAKE: 2014/FORD MODEL: F15 BODY STYLE: PK UNIT NO:
EMPTY WT: 5100 CARRYING CAPACITY: 1000 GROSS WT: 6100
BODY VEHICLE IDENTIFICATION NO:

VEHICLE CLASSIFICATION: TRK<=1
TRAVEL TRLR LENGTH: 0

INVENTORY ITEM(S)	YR
WINDSHIELD STICKER	2017

FEES ASSESSED		
EXEMPT REGISTRATION	$	0.00
INSPECTION FEE-1YR	$	7.50
TOTAL	$	7.50

VEHICLE RECORD NOTATIONS
ACTUAL MILEAGE
EXEMPT
PAPER TITLE
MAJOR COLOR: GRAY

METHOD OF PAYMENT AND PAYMENT AMOUNT:
CASH $ 10.00

TOTAL AMOUNT PAID $ 10.00
CHANGE DUE $ 2.50

IMPORTANT DOCUMENT: Please retain for your records.
THIS RECEIPT TO BE CARRIED IN ALL COMMERCIAL VEHICLES.
Purchased registration remains with this vehicle and will not be refunded if the vehicle is sold.

PEEL FROM BACK ONLY / DESPEGUE POR DETRÁS

1182763
90743019

10 17

HIDALGO EKE92557

WINDSHIELD STICKER / CALCOMANÍA DE PARABRISAS

OR

Peel sticker from any corner.
Despegue la calcomanía de cualquier esquina.

90743019

VOID
DO NOT USE/
NO USE

PLATE STICKER / CALCOMANÍA DE PLACA

AI-57454 **Human Resources** **9. A.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Human Resources (1100):
Status Report (update) on the Hidalgo County Compensation and Classification Plan (Grade and Step) Project.

BACKGROUND

Fiscal Impact

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/18/2016 02:45 PM
Linda Flores	Linda Flores	11/18/2016 04:29 PM
Final Approval	Monica Badillo	11/18/2016 05:28 PM
Form Started By: Diana Munoz		Started On: 11/18/2016 01:54 PM
Final Approval Date: 11/18/2016		

HIDALGO COUNTY

Executive Office/
Department of Budget & Management

Classification and Compensation Pay Plan

As of November 22, 2016

Table of Contents

CLASSIFICATION AND COMPENSATION PAY PLAN

Project Data 1

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Timeline 6

Work Group 7

Advisory Group 8

Classification and Compensation Pay Plan Project Data

STEP ADJUSTMENT COST DRAFT

- 1,007 Positions with zero impact
- 1,709 Positions would need step adjustment
- 100 Positions would receive increase over $2,500.00
- 132 Positions at Step 11 or higher

PROJECT FACTS

Grade and Step Schedule

- 21 Grades @ 8.5%
- 11 Steps @3.5% intervals
- 2 Grade intervals between career ladder position levels

Position Inventory List

- Consist of 488 County Job Titles

Classified Positions – 2,716

- County Job Classification System – 1,990
- Sheriff's Step and Grade – 588
- Constable's Step and Grade – 138

Non-Classified Position – 251

- Court Reporters – 21
- Juvenile Probation – 225
- TX Agrilife Extension – 5

Exempt Positions – 44

- Elected Officials – 42
- Appointed Officials - 2

HIDALGO COUNTY
GRADE AND STEP SALARY SCHEDULE
Increase to Minimum Wage

$9.4688	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Grade 1	19,695	20,384	21,073	21,762	22,451	23,140	23,829	24,518	25,207	25,896	26,585
Grade 2	21,271	22,015	22,759	23,503	24,247	24,991	25,735	26,479	27,223	27,967	28,711
Grade 3	22,973	23,777	24,581	25,385	26,189	26,993	27,797	28,601	29,405	30,209	31,013
Grade 4	24,811	25,679	26,547	27,415	28,283	29,151	30,019	30,887	31,755	32,623	33,491
Grade 5	26,796	27,734	28,672	29,610	30,548	31,486	32,424	33,362	34,300	35,238	36,176
Grade 6	28,940	29,953	30,966	31,979	32,992	34,005	35,018	36,031	37,044	38,057	39,070
Grade 7	31,255	32,349	33,443	34,537	35,631	36,725	37,819	38,913	40,007	41,101	42,195
Grade 8	33,755	34,936	36,117	37,298	38,479	39,660	40,841	42,022	43,203	44,384	45,565
Grade 9	36,455	37,731	39,007	40,283	41,559	42,835	44,111	45,387	46,663	47,939	49,215
Grade 10	39,371	40,749	42,127	43,505	44,883	46,261	47,639	49,017	50,395	51,773	53,151
Grade 11	42,521	44,009	45,497	46,985	48,473	49,961	51,449	52,937	54,425	55,913	57,401
Grade 12	45,923	47,530	49,137	50,744	52,351	53,958	55,565	57,172	58,779	60,386	61,993
Grade 13	49,597	51,333	53,069	54,805	56,541	58,277	60,013	61,749	63,485	65,221	66,957
Grade 14	53,565	55,440	57,315	59,190	61,065	62,940	64,815	66,690	68,565	70,440	72,315
Grade 15	57,850	59,875	61,900	63,925	65,950	67,975	70,000	72,025	74,050	76,075	78,100
Grade 16	62,478	64,665	66,852	69,039	71,226	73,413	75,600	77,787	79,974	82,161	84,348
Grade 17	67,476	69,838	72,200	74,562	76,924	79,286	81,648	84,010	86,372	88,734	91,096
Grade 18	72,874	75,425	77,976	80,527	83,078	85,629	88,180	90,731	93,282	95,833	98,384
Grade 19	78,704	81,459	84,214	86,969	89,724	92,479	95,234	97,989	100,744	103,499	106,254
Grade 20	85,000	87,975	90,950	93,925	96,900	99,875	102,850	105,825	108,800	111,775	114,750
Grade 21	91,800	95,013	98,226	101,439	104,652	107,865	111,078	114,291	117,504	120,717	123,930

HIDALGO COUNTY
GRADE AND STEP SALARY SCHEDULE
Promotions

$9.4688	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Grade 1	19,695	20,384	21,073	21,762	22,451	23,140	23,829	24,518	25,207	25,896	26,585
Grade 2	21,271	22,015	22,759	23,503	24,247	24,991	25,735	26,479	27,223	27,967	28,711
Grade 3	22,973	23,777	24,581	25,385	26,189	26,993	27,797	28,601	29,405	30,209	31,013
Grade 4	24,811	25,679	26,547	27,415	28,283	29,151	30,019	30,887	31,755	32,623	33,491
Grade 5	26,796	27,734	28,672	29,610	30,548	31,486	32,424	33,362	34,300	35,238	36,176
Grade 6	28,940	29,953	30,966	31,979	32,992	34,005	35,018	36,031	37,044	38,057	39,070
Grade 7	31,255	32,349	33,443	34,537	35,631	36,725	37,819	38,913	40,007	41,101	42,195
Grade 8	33,755	34,936	36,117	37,298	38,479	39,660	40,841	42,022	43,203	44,384	45,565
Grade 9	36,455	37,731	39,007	40,283	41,559	42,835	44,111	45,387	46,663	47,939	49,215
Grade 10	39,371	40,749	42,127	43,505	44,883	46,261	47,639	49,017	50,395	51,773	53,151
Grade 11	42,521	44,009	45,497	46,985	48,473	49,961	51,449	52,937	54,425	55,913	57,401
Grade 12	45,923	47,530	49,137	50,744	52,351	53,958	55,565	57,172	58,779	60,386	61,993
Grade 13	49,597	51,333	53,069	54,805	56,541	58,277	60,013	61,749	63,485	65,221	66,957
Grade 14	53,565	55,440	57,315	59,190	61,065	62,940	64,815	66,690	68,565	70,440	72,315
Grade 15	57,850	59,875	61,900	63,925	65,950	67,975	70,000	72,025	74,050	76,075	78,100
Grade 16	62,478	64,665	66,852	69,039	71,226	73,413	75,600	77,787	79,974	82,161	84,348
Grade 17	67,476	69,838	72,200	74,562	76,924	79,286	81,648	84,010	86,372	88,734	91,096
Grade 18	72,874	75,425	77,976	80,527	83,078	85,629	88,180	90,731	93,282	95,833	98,384
Grade 19	78,704	81,459	84,214	86,969	89,724	92,479	95,234	97,989	100,744	103,499	106,254
Grade 20	85,000	87,975	90,950	93,925	96,900	99,875	102,850	105,825	108,800	111,775	114,750
Grade 21	91,800	95,013	98,226	101,439	104,652	107,865	111,078	114,291	117,504	120,717	123,930

HIDALGO COUNTY
GRADE AND STEP SALARY SCHEDULE
Salaries Between Steps

$9.4688	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Grade 1	19,695	20,384	21,073	21,762	22,451	23,140	23,829	24,518	25,207	25,896	26,585
Grade 2	21,271	22,015	22,759	23,503	24,247	24,991	25,735	26,479	27,223	27,967	28,711
Grade 3	22,973	23,777	24,581	25,385	26,189	26,993	27,797	28,601	29,405	30,209	31,013
Grade 4	24,811	25,679	26,547	27,415	28,283	29,151	30,019	30,887	31,755	32,623	33,491
Grade 5	26,796	27,734	28,672	29,610	30,548	31,486	32,424	33,362	34,300	35,238	36,176
Grade 6	28,940	29,953	**30,966**	**31,979**	32,992	34,005	35,018	36,031	37,044	38,057	39,070
Grade 7			30,967 - 1,012								
Grade 8	33,755	34,936	36,117	37,298	38,479	39,660	40,841	**42,022**	**43,203**	44,384	45,565
Grade 9								42,124.92 - 1,078.08			
Grade 10	39,371	40,749	42,127	43,505	44,883	46,261	47,639	49,017	50,395	51,773	53,151
Grade 11	42,521	44,009	45,497	46,985	48,473	49,961	51,449	52,937	54,425	55,913	57,401
Grade 12	**45,923**	**47,530**	49,137	50,744	52,351	53,958	55,565	57,172	58,779	60,386	61,993
Grade 13	47,527 - 3										
Grade 14	53,565	55,440	57,315	59,190	61,065	62,940	64,815	66,690	68,565	70,440	72,315
Grade 15	57,850	59,875	61,900	63,925	65,950	67,975	70,000	72,025	74,050	76,075	78,100
Grade 16	62,478	64,665	66,852	69,039	71,226	73,413	75,600	77,787	79,974	82,161	84,348
Grade 17	67,476	69,838	72,200	74,562	76,924	79,286	81,648	84,010	86,372	88,734	91,096
Grade 18	72,874	75,425	77,976	80,527	**83,078**	**85,629**	88,180	90,731	93,282	95,833	98,384
Grade 19					85,000 - 629						
Grade 20	85,000	87,975	90,950	93,925	96,900	99,875	102,850	105,825	108,800	**111,775**	**114,750**
Grade 21										112,984 - 1,766	

Classification and Compensation
Pay Plan
Step Increases

DESCRIPTION

The Grade and Step Salary Schedule has 11 steps. Step increases are periodic increases to the employee's rate of basic pay from one step of the grade of his or her position to the next higher step of that grade.

REQUIREMENTS – STEP INCREASES

1. Satisfactory Performance Level
2. No other salary adjustment during step period time
3. No adverse personnel action or disciplinary reprimand within the past 12 months
4. Completion of the required time in step period within the current grade

REQUIRED TIME IN STEP PERIOD

Advancement from…	Required time in step…
step 1 to step 2	1 year (52 wks) in step 1
step 2 to step 3	1 year (52 wks) in step 2
step 3 to step 4	1 year (52 wks) in step 3
step 4 to step 5	2 years (104 wks) in step 4
step 5 to step 6	2 years (104 wks) in step 5
step 6 to step 7	2 years (104 wks) in step 6
step 7 to step 8	3 years (156 wks) in step 7
step 8 to step 9	3 years (156 wks) in step 8
step 9 to step 10	3 years (156 wks) in step 9
step 10 to step 11	3 years (156 wks) in step 10

Classification and Compensation Pay Plan

IMPLEMENTATION TIMELINE

Status update on implementation of Hidalgo County Classification and Compensation Plan.....	November 22, 2016
Classification by grade of all department and precinct positions	December 21, 2016
Review all proposed position classifications with department heads and elected officials.....	January 9, 2017
Re-Post of Position Inventory List on the County's Human Resources webpage	March 6, 2017
Review, revise and update policies and procedures for all county classification and compensation plans.....	March 8, 2017
Revise the county salary schedule to include the appropriate Grade and Step for each classified position	March 8, 2017
Develop estimated cost/savings to implement the Classification and Compensation Pay Plan .	March 15, 2017
Present completed project to Commissioners' Court for approval.....	March 21, 2017
Install the approved Classification and Compensation Pay Plan on all county payroll systems..	April 3, 2017
Implement the approved Classification and Compensation Pay Plan and related policies and procedures	April 17, 2017

HIDALGO COUNTY

Department Of Budget & Management

CLASSIFICATION AND COMPENSATION PAY PLAN

Work Group

DEPARTMENT	NAME	POSITION TITLE
EXECUTIVE OFFICE	RAUL SILGUERO	COUNTY OPERATIONS ADMINISTRATOR
BUDGET AND MANAGEMENT	DAMARIS SANMIGUEL	DIRECTOR, BUDGET AND MANAGEMENT
BUDGET AND MANAGEMENT	DEBBIE TAMEZ	BUDGET ANALYST III
BUDGET AND MANAGEMENT	PATRICIA RAMOS	BUDGET ANALYST II
HUMAN RESOURCES	CLAUDIA LIMAS	HUMAN RESOURCES SPECIALIST III
HUMAN RESOURCES	DIANA MUÑOZ	ADMINISTRATIVE ASSISTANT III

HIDALGO COUNTY

Department Of Budget & Management

CLASSIFICATION AND COMPENSATION PAY PLAN

Advisory Group

DEPARTMENT	NAME	POSITION TITLE
COUNTY CLERKS	ARTURO GUAJARDO	COUNTY CLERK
DISTRICT CLERKS	LAURA HINOJOSA	DISTRICT CLERK
TREASURER'S OFFICE	NORMA G. GARCIA	COUNTY TREASURER
PRECINCT NO. 2	ERIKA ZAMORA	DIRECTOR, ADMINISTRATION OPERATIONS
PRECINCT NO. 4	JESUS OZUNA	CHIEF ADMINISTRATOR
COUNTY JUDGE	ERIKA REYNA	ASSISTANT CHIEF ADMINISTRATOR
93RD DISTRICT COURT	JOEL ESPINOZA	COURT COORDINATOR
DA CIVIL LITIGATION	VICTOR GARZA	ATTORNEY IV

AI-57280 **Human Resources** **9. B.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

HIDTA CHAPTER 59 (1251):

1. Discussion, consideration, and approval of the following personnel action, effective next full pay period (11/28/2016):

Action	Dept/ Program	Slot#	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary
Reclassification	270-011	0028	Criminal Investigator II	$61,800.00	Task Force Operations Supervisor	$70,000.00

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1251-412-00-270-011-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 11/18/16; see salary analysis.

Attachments

Fiscal Note

Salary Analysis

FORM

forms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/18/2016 11:01 AM
Final Approval	Monica Badillo	11/18/2016 05:28 PM
Form Started By: Diana Munoz		Started On: 11/09/2016 10:20 AM
Final Approval Date: 11/18/2016		

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, November 22, 2016** **Agenda Item:** **57280**

Summary of request/proposal:
HIDTA CHAPTER 59 (1251): Approval of the following personnel actions, effective 11/28/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1251	Task Force Operations Supervisor	0028	113	61,800.00	70,000.00	8,200.00
				61,800.00	70,000.00	8,200.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1251-412-00-270-011-0-	113	HIDTA CHAPTER 59-	REG F/T EMPLOYEES	$785.44
6-1251-412-00-270-011-0-	211	HIDTA CHAPTER 59-	HEALTH INSURANCE	$0.00
6-1251-412-00-270-011-0-	212	HIDTA CHAPTER 59-	LIFE INSURANCE	$0.00
6-1251-412-00-270-011-0-	220	HIDTA CHAPTER 59-	FICA	$60.09
6-1251-412-00-270-011-0-	230	HIDTA CHAPTER 59-	RETIREMENT	$88.36
6-1251-412-00-270-011-0-	250	HIDTA CHAPTER 59-	UNEMPLOYMENT COMP	$4.71
6-1251-412-00-270-011-0-	260	HIDTA CHAPTER 59-	WORKER'S COMP	$24.51
			2016 Budgetary Impact	$963.11

2017 Budgetary Impact $10,072.88

Possible Funding Sources: **Funds available within department budget; see salary analysis.**

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDTA CHAPTER 59

Salaries Analysis Worksheet

as of 11/18/16

Acct No: 6-1251-412-00-270-011-0- HIDTA CHAPTER 59

BUDGETED

Object Code	Acct. Description	2016 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Availability
113	Regular Full-Time	$231,848.00	$8,917.23	4.5	$40,127.54	$57,209.57	$17,082.03
211	Health	$21,823.44	$909.31	3.0	$2,727.93	$7,396.17	$4,668.24
212	Life	$132.89	$11.07	2.0	$22.15	$24.21	$2.06
220	FICA	$17,839.19	$686.12	4.5	$3,087.55	$4,547.97	$1,460.42
250	Unemployment	$1,399.15	$53.81	4.5	$242.16	$542.13	$299.97
260	Workers Comp	$5,448.00	$209.54	4.5	$942.92	$3,169.63	$2,226.71
TOTAL		**$278,490.67**	**$10,787.09**	**-**	**$47,150.25**	**$72,889.68**	**$25,739.43**

ACTUAL

Object Code	Acct. Description	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Availability
113	Regular Full-Time	$7,884.54	4.5	$35,480.43	$57,209.57	$21,729.14
211	Health	$585.09	3.0	$1,755.27	$7,396.17	$5,640.90
212	Life	$9.39	2.0	$18.78	$24.21	$5.43
220	FICA	$601.05	4.5	$2,704.73	$4,547.97	$1,843.25
250	Unemployment	$40.26	4.5	$181.17	$542.13	$360.96
260	Workers Comp	$184.96	4.5	$832.32	$3,169.63	$2,337.31
TOTAL		**$9,305.29**	**-**	**$40,972.70**	**$72,889.68**	**$31,916.99**

*Expenditures based on **actual** not budgeted.

Please note:

Longevity pay & Health Ins = 24 pay periods (twice a month)
Life Ins = 12 pay periods (once a month)
All others = 26 pay periods

HIDALGO COUNTY

CLASSIFICATION COMMITTEE
RECOMMENDATION FORM

DEPARTMENT NAME: HIDTA CHAPTER 59 **DATE: 11/10/2016**

DEPARTMENT NUMBER: 270 **PROGRAM No.: 011**

CURRENT GRADE/TITLE: **CURRENT SLOT No.:**

Criminal Investigator II — $61,800.00

Classification/Position Title **Pay Grade/Salary**

REQUESTED GRADE/ TITLE:

Task Force
~~Field~~ Operations Supervisor — $70,000.00
PR

Classification/Position Title **Pay Grade/Salary**

COMMITTEE RECOMMENDATION

Classification/Position Title **Pay Grade/Salary**

COMMENTS:

SIGNATURES

Human Resources Representative — **Date** 11/16/2016

County Treasurer Representative — **Date** 11/16/16

Budget & Management Representative — **Date** 11/18/16

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HIDTA CHAPTER 59 (270-011) DATE: 11/4/2016

CURRENT POSITION TITLE: CRIMINAL INVESTIGATOR II CURRENT SLOT #: 270-011-0028

REQUESTED POSITION TITLE: TASK FORCE OPERATIONS SUPERVISOR

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

HIDTA CHAPTER 59 (270-011)

Salary Amount:

$ 61,800.00	$ 70,000.00	$ 8,200.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Salary Amount:

$ 0.00	$ 0.00	$ 0.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[ ] Other _____

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

Dm task force

The ~~Field~~ Operations Supervisor is needed to fulfill HIDTA's statutory duties and objectives in addition to needing supervisory assistance with daily field operations.

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

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

Management authority over the HIDTA Task force during field operations, at the absence of Commander and Assistant Commander.

Review all operational plans, ensuring that the safety and well-being of the public, task force, other law enforcement personal, covert operative, and targets are secured.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	11/04/16 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO	
2.	HUMAN RESOURCES DIRECTOR	11/18/2016 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/18/2016 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY

TASK FORCE OPERATIONS SUPERVISOR

(HIDTA TASK FORCE)

GENERAL DESCRIPTION

The TASK FORCE OPERATIONS SUPERVISOR (TFOS) reports to the Task Force Commander and Assistant Commander. The (TFOS) responsibilities include, but are not limited to planning, coordinating and managing the daily activities of the HIDTA Task Force (HIDTA Investigator and/or other Law Enforcement officers assigned to the Task Force) and the Intelligence Research Specialist under the direction of the HIDTA Task Force Commander/Assistant Commander.

EXAMPLES OF WORK PERFORMED

Management authority over the HIDTA Task Force during field operations

Review all operational plans, ensuring that the safety and well being of the public, task force, other law enforcement personnel, covert operatives, targets are secure

Implement and comply will all local, state, and federal laws, ordinances, rules and regulations

Coordinate with other law enforcement agencies on joined and/or assist operations

Assess the risk involved in an operation and minimize them to ensure a successful and injury free operation

Provide tactical and strategic leadership to the task force and covert civilian operatives

Preside over all briefings and debriefings of all operations

Coordinate the available local, state and federal resources for each operation and provide access to the local medical and emergency services, during each operation

Ensure that the task force has the necessary equipment to perform their respective assigned duties in a safe and efficient manner

Ensure the task force is current with their law enforcement licensing and certifications

Assesses the training needs of the task force and the available training resources to meet this need

Network and coordinate with community bases drug free coalition to further facilitate outreach drug free programs

Maintain active case load and submit agent evidence into drug vault as needed

Review and approve all complaints, warrants and commitments

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Must have an advanced certification as a peace officer from the Texas Commission on Law Enforcement (TCLOE)

Must have at least ten (10) years of law enforcement experience

Law enforcement supervision experience is required

Computer knowledge

Must have personal computer knowledge

Ability to learn new computer software

Must be familiar with Microsoft Windows products

Language Skills

Ability to read, analyze and interpret complex documents

Ability to respond effectively to the most sensitive inquiries or complaints

Ability to write speeches and articles using original or innovative techniques or style

Ability to make effective and persuasive speeches and presentation on controversial or complex topics to top management and public groups

Mathematical Skills

Ability to work with mathematical concepts such as probability and statistical inference and apply concepts such as fractions, percentages, ratios, and proportions to practical situations

Certificates, Licenses, Registrations

Completion of TCOLE course 3737-New Supervisor (first line) course is **preferred**.

Must have a current Texas Operator's Driver's License.

Must be able to be insured by the County's Insurance carrier.

Must pass a criminal background check, drug test and credit report check.

Knowledge, Skills, and Abilities

Knowledge of:

Undercover methods and procedures including patrol, surveillance, covert monitoring, investigation and identification techniques

Criminal law and criminal procedure with particular reference to the apprehension, arrest and custody of persons committing misdemeanors and felonies including rules of evidence pertaining to the seizures and preservation of evidence

Courtroom ethics, demeanor and decorum in providing testimony related to criminal cases.

Offensive and defensive weapons nomenclature and theory

Use of firearms and other modern law enforcement equipment

Self-defense tactics

Interview and interrogation techniques and methods

English usage, spelling, grammar and punctuation

Pertinent federal, state and local laws, regulations and codes

Principles and practices of legal document preparation including citations and arrest warrants

Division Standard Operating Procedures and directives

Specific knowledge of the following areas: Texas Code of Criminal Procedures, Texas Penal Code, Texas Health & Safety Code

Ability to:

Accurately observe and remember names, faces, numbers, incidents and places

Use and properly care for firearms

Understand, interpret and apply laws and Standard Operating Procedures (SOP's)

Prepare clear, accurate and grammatically correct written reports; communicate clearly and concisely, both orally and in writing

Maintain confidentiality in the performance of duties

Analyze situations quickly and objectively and take necessary emergency action

Identify potential crime situations or traffic hazards and take preventative action

Learn the operation of standard equipment and facilities required in the performance of assigned tasks

Establish and maintain cooperative working relationships with those contacted in the course of work

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

- Effecting arrests
- Subduing resisting individuals
- Lifting and carrying light to heavy materials and individuals
- Conducting covert surveillance
- Running, walking, crouching or crawling during investigative operations
- Climbing stairs/ladders
- Walking, standing or sitting for extended periods of time
- Operating assigned equipment and vehicles.

Effectively deal with personal danger which may include exposure to:

- Armed or dangerous persons
- Communicable diseases
- Firearms
- Excessive noise
- Inclement weather

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment and vehicles
- Communicating with others

Maintain mental capacity which permits:

- Making sound decisions and using good judgment
- Maintaining confidentiality

Exercising sound judgment and rational thinking under dangerous circumstances.

Evaluating various options and alternatives and choose an appropriate and reasonable course of action

Demonstrating intellectual capabilities including during training and testing processes

Effectively handle a work environment and conditions which may involve:

- Working in intense life threatening conditions
- Exposure to various weather conditions

PHYSICAL DEMANDS:

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

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

The employee must regularly lift and/or move up to twenty (25) pounds, occasionally lift and/or move up to one hundred (100) pounds, and in emergency situations, lift persons with body weight ranging from one hundred (100) to two hundred fifty (250) pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

AI-57394 **Health & Human Services Dept.** **10. A.**

CC - REGULAR

Meeting Date: 11/22/2016

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

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to allow Hidalgo County Health & Human Services staff in partnership with Hidalgo County Emergency Management staff to host and provide training for local Amateur Radio Operators at the Health Department conference room. The Field Day Exercise will be held on December 3, 2016.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/16/2016 12:14 PM
Ivan Cantu	Ivan Cantu	11/18/2016 10:31 AM
Final Approval	Monica Badillo	11/18/2016 05:28 PM

Form Started By: Mike Escaname Started On: 11/16/2016 11:38 AM

Final Approval Date: 11/18/2016

AI-57272 **Health & Human Services Dept.** **10. B. 2.**

CC - REGULAR

Meeting Date: 11/22/2016

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

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Approval to amend Hidalgo County Health Care Funding District Rules and Procedures, specifically Rule 3 (b).

BACKGROUND

The purpose of the amendment is to remove Rule 3(b) from the original rules and procedures approved on 7/9/13 (AI-39485). Rule 3 (b) reads:

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

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

rules - original

rules - amended

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/09/2016 09:45 AM
Merlen P. Munoz	Merlen P. Munoz	11/09/2016 09:53 AM
Final Approval	Monica Badillo	11/18/2016 05:28 PM

Form Started By: Dairen Sarmiento Started On: 11/09/2016 09:11 AM

Final Approval Date: 11/18/2016

HIDALGO COUNTY HEALTH CARE FUNDING DISTRICT
RULES AND PROCEDURES

General Provisions

Rule 1. Definitions. In these rules and procedures:

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

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

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

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

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

Rule 2. Purpose of Mandatory Payments; Correction of Invalid Provision or Procedure.

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

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

Rule 3. Abolishment of District; Distribution of Funds on Abolishment.

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

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

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

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

District Administration

Rule 5. Commission; District Governance.

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

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

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

Powers and Authorities

Rule 6. Limitation on District's Authority to Require Mandatory Payment. The District may require a mandatory payment from paying hospitals only in the manner provided in these rules and procedures.

Rule 7. Majority Vote Required Prior to Mandatory Payment.

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

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

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

Rule 8. Institutional Health Care Provider Reporting; Inspection of Records.

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

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

General Financing Provisions

Rule 9. Public Hearing.

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

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

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

Rule 10. District's Depository.

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

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

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

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

Rule 11. Creation of Local Participation Fund. The District will create a local provider participation fund which will consist of:

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

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

(c) the earnings of the fund.

Rule 12. Authorized Uses of Local Participation Fund.

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

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

(2) to subsidize indigent programs;

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

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

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

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

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

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

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

Mandatory Payments

Rule 14. Mandatory Payments Based on Hospital Net Patient Revenue.

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

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

Rule 15. Amounts of Mandatory Payments.

(a) The Commission of the District will set the amount of the mandatory payment required of each paying hospital and will update the amount of the mandatory payment on a biennial basis [**although the amount may be updated more frequently]**.

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

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

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

Rule 16. Restrictions Regarding Mandatory Payments.

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

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

Rule 17. Assessment and Collection of Mandatory Payments.

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

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

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

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

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

(b) [Deleted as per Commissioners Court action on 11/22/16]

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AI-57191 **Adult Probation** **11. A.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted For: Maria Castilleja, ADULT PROBATION

Submitted By: Maria Castilleja, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

Hidalgo County Emerging Adult Strategy Grant (1289):
1. Ratification of application and approval to accept the Grant Award for the Department of Justice(Bureau of Justice Assistance) for the Hidalgo County Emerging Adult Strategy grant in the amount of $600,000 for the grant period of 10/01/2016 - 09/30/2019
2. Approval of the resolution appointing Arnold K. Patrick the Authorized Official for the Hidalgo County Emerging Adult Strategy grant
3. Approval of certification of revenues as approved by the County Auditor's Office for the Hidalgo County Emerging Adult Strategy grant in the amount of $600,000.
4. Approval of the appropriation of funds in the amount of $600,000.

BACKGROUND

Fiscal Impact

Attachments

HC Emerging Adult grant award
HC Emerging Adult grant resolution
HC Emerging Adult budget
HC Adult Probation EEOP
HC Emerging Adult appropriation
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/15/2016 04:42 PM
Final Approval	Monica Badillo	11/18/2016 05:28 PM

Form Started By: Maria Castilleja Started On: 11/02/2016 03:56 PM
Final Approval Date: 11/18/2016

U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 8, 2016

Mr. Arnold K. Patrick
County of Hidalgo
100 E. Cano St., 2nd Floor
Edinburg, TX 78539-4548

Dear Mr. Patrick:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 16 Smart Supervision: Reducing Prison Populations, Saving Money, and Creating Safer Communities in the amount of $600,000 for County of Hidalgo.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Jennifer Lewis, Program Manager at (202) 305-8064; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Karol V. Mason

Karol Virginia Mason
Assistant Attorney General

Enclosures

OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

September 8, 2016

Mr. Arnold K. Patrick
County of Hidalgo
100 E. Cano St., 2nd Floor
Edinburg, TX 78539-4548

Dear Mr. Patrick:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at http://ojp.gov/about/ocr/vawafaqs.htm.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov//about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than $25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and receives an award of $25,000 or more, but less than $500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and has received an award for $500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at http://www.ojp.usdoj.gov/about/ocr/eeop.htm. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOsubmisson@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Cooperative Agreement

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

County of Hidalgo
100 E. Cano St., 2nd Floor
Edinburg, TX 78539-4548

4. AWARD NUMBER: 2016-HO-BX-K005

5. PROJECT PERIOD: FROM 10/01/2016 TO 09/30/2019

BUDGET PERIOD: FROM 10/01/2016 TO 09/30/2019

6. AWARD DATE 09/08/2016

7. ACTION
Initial

2a. GRANTEE IRS/VENDOR NO.
746000717

8. SUPPLEMENT NUMBER
00

2b. GRANTEE DUNS NO.
103110834

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
Hidalgo County Emerging Adult Strategy

10. AMOUNT OF THIS AWARD $ 600,000

11. TOTAL AWARD $ 600,000

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY16(BJA - Project HOPE) Pub. L. No. 114-113, 129 Stat 2242, 2308

14 . CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.812 - Second Chance Act Reentry Initiative

15. METHOD OF PAYMENT

GPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Karol Virginia Mason

Assistant Attorney General

17. SIGNATURE OF APPROVING OFFICIAL

Karol V. Mason

[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Arnold K. Patrick
Executive Director

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	HO	80	00	00		600000

21. RHOUGT1181

PROJECT NUMBER 2016-HO-BX-K005 AWARD DATE 09/08/2016

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

   The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

   The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

   For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at http://ojp.gov/funding/Part200UniformRequirements.htm.

   In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

   The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Required training for Point of Contact and all Financial Points of Contact

   Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

   In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

   A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at http://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection

   The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

SPECIAL CONDITIONS

4. Requirements related to "de minimis" indirect cost rate

   A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

   If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

   The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at http://www.sam.gov. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

   The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

   The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at http://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

   This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. All subawards ("subgrants") must have specific federal authorization

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

   The details of the requirement for authorization of any subaward are posted on the OJP web site at http://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

SPECIAL CONDITIONS

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $150,000

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

   The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $150,000)), and are incorporated by reference here.

9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.
   The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

    Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award

    The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

12. OJP Training Guiding Principles

    Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://ojp.gov/funding/ojptrainingguidingprinciples.htm.

SPECIAL CONDITIONS

13. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

14. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at http://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

17. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

SPECIAL CONDITIONS

18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at http://www.usdoj.gov/oig.

SPECIAL CONDITIONS

20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

SPECIAL CONDITIONS

21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

    The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

    The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

    Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

    Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

24. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

25. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

26. Grantee agrees that assistance funds awarded under this grant will not be used to support any inherently religious activities, such as worship, religious instruction, or proselytization. If the grantee refers participants to, or provides, a non-Federally funded program or service that incorporates such religious activities, (1) any such activities must be voluntary for program participants, and (2) program participants may not be excluded from participation in a program or otherwise penalized or disadvantaged for any failure to accept a referral or services. If participation in a non-Federally funded program or service that incorporates inherently religious activities is deemed a critical treatment or support service for program participants, the grantee agrees to identify and refer participants who object to the inherently religious activities of such program or service to, or provide, a comparable secular alternative program or service.

27. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

SPECIAL CONDITIONS

28. Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.

29. Recipient agrees that funds provided under this award may not be used to operate a "pay-to-stay" program in any local jail. Recipient further agrees not to subaward funds to local jails which operate "pay-to-stay" programs.

30. The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at http://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

    This condition, including its reporting requirement, does not apply to an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

31. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

32. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

33. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

    This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

SPECIAL CONDITIONS

34. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2016-HO-BX-K005 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

35. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed $15,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

36. The recipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

SPECIAL CONDITIONS

37. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

38. All program authority and responsibility inherent in the Federal stewardship role shall remain with the Bureau of Justice Assistance (BJA). BJA will work in conjunction with the recipient to routinely review and refine the work plan so that the program's goals and objectives can be effectively accomplished. BJA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.

SPECIAL CONDITIONS

39. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds $20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

1) name of event;

2) event dates;

3) location of event;

4) number of federal attendees;

5) number of non-federal attendees;

6) costs of event space, including rooms for break-out sessions;

7) costs of audio visual services;

8) other equipment costs (e.g., computer fees, telephone fees);

9) costs of printing and distribution;

10) costs of meals provided during the event;

11) costs of refreshments provided during the event;

12) costs of event planner;

13) costs of event facilitators; and

14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

1) meals and incidental expenses (M&IE portion of per diem);

2) lodging;

3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,

4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.

SPECIAL CONDITIONS

40. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

    The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

    The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at http://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

41. Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.

42. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Program Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.

43. The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued removing this special condition.

U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for County of Hidalgo

Awards under this program will be used to plan or implement a community supervision program. None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

(1) New construction.

(2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.

(3) A renovation which will change the basic prior use of a facility or significantly change its size.

(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.

(5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of the Code of Federal Regulations.

U.S. Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Cooperative Agreement

PROJECT NUMBER
2016-HO-BX-K005

This project is supported under FY16(BJA - Project HOPE) Pub. L. No. 114-113, 129 Stat 2242, 2308

1. STAFF CONTACT (Name & telephone number)

Jennifer Lewis
(202) 305-8064

2. PROJECT DIRECTOR (Name, address & telephone number)

Faustino Lopez
Assistant Director
3100 S. Business Hwy 281
Edinburg, TX 78539
(956) 587-6016

3a. TITLE OF THE PROGRAM

Smart Supervision: Reducing Prison Populations, Saving Money, and Creating Safer Communities

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

Hidalgo County Emerging Adult Strategy

5. NAME & ADDRESS OF GRANTEE

County of Hidalgo
100 E. Cano St., 2nd Floor
Edinburg, TX 78539-4548

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2016 TO: 09/30/2019

8. BUDGET PERIOD

FROM: 10/01/2016 TO: 09/30/2019

9. AMOUNT OF AWARD

$ 600,000

10. DATE OF AWARD

09/08/2016

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Swift, Certain, and Fair Sanctions Program (SCF): Replicating the Concepts Behind Project HOPE Program provides funding to states, units of local government, territories, and federally recognized Indian tribes (as determined by the Secretary of the Interior) in an effort to enhance public safety, foster collaboration, and to improve the outcomes of individuals under the supervision of community corrections.

The goals of this program are to develop and enhance SCF initiatives and implement the SCF model with fidelity, resulting in reduced recidivism and better outcomes for program participants. SCF approaches are intended to: (a) improve supervision strategies that reduce recidivism; (b) promote and increase collaboration among agencies and officials who work in community corrections and related fields to enhance swift and certain sanctions; (c) enhance the offenders' perception that the supervision decisions are fair, consistently applied, and consequences are transparent; and (d) improve the outcomes of individuals participating in these initiatives.

The Hidalgo County Community Supervision & Corrections Department will use funds to support the Hidalgo County Emerging Adult Strategy Program. The goals are to supervise young adults on supervision more effectively and reduce recidivism. This program will serve 225 probationers.

CA/NCF

Hidalgo County Emerging Adult Strategy Court

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

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 ratifies the grant application for the Hidalgo County Emerging Adult Strategy Court to the U.S. Department of Justice, Office of Justice Program, Bureau of Justice Assistance department.

Signed by:

County Judge

Passed and Approved this _____ day of _____ 2016

Award Number: _2016-HO-BX-K005_____

HIDALGO COUNTY EMERGING ADULT STRATEGY GRANT BUDGET SUMMARY

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Personnel						
HCEAS - Probation Officer 1	$ 44,620	$ 45,959	$ 47,337			$ 137,916
HCEAS - Probation Officer 2	$ 44,620	$ 45,959	$ 47,337			$ 137,916
Fringe Benefits	$ 34,267	$ 35,297	$ 36,353			$ 105,917
Subtotal Personnel + Fringe	$ 123,507	$ 127,215	$ 131,027			$ 381,749
Contracts						
Ashli J. Sheidow, Ph.D	$ 25,025	$ 25,025				$ 50,050
George Mason University	$ 21,519	$ 39,301	$ 50,317	$ 38,385	$ 15,478	$ 165,000
Subtotal Contracts	$ 46,544	$ 64,326	$ 50,317	$ 38,385	$ 15,478	$ 215,050
Travel						
Washington, D.C.	$ 1,067	$ 1,067	$ 1,067			$ 3,201
Total Costs:	$ 171,118	$ 192,608	$ 182,411	$ 38,385	$ 15,478	$ 600,000

EEOP Utilization Report

Fri Oct 21 16:02:49 EDT 2016

Step 1: Introductory Information

Grant Title:	Bureau of Justice Assistance	**Grant Number:**	2016-HO-BX-K005
Grantee Name:	Hidalgo County Community Supervision and Corrections Department	**Award Amount:**	$600,000.00
Grantee Type:	Local Government Agency		
Address:	100 E. Cano St, 2nd Floor Edinburg, Texas 78539		
Contact Person:	Faustino Lopez	**Telephone #:**	956-587-6016
Contact Address:	3100 S. Business Hwy 281 Edinburg, Texas 78539		
DOJ Grant Manager:	Jennifer Lewis	**DOJ Telephone #:**	202-305-8064

Policy Statement:

The Hidalgo County Community Supervision and Corrections Department will provide a work environment that is free from discrimination, including harassment, based on race, color, national origin, religion, sex, age, or disability. The prohibition against employment discrimination and harassment may extend to conduct that employees are subjected to from vendors, contractors, customers, or others who enter the workplace. Unlawful discrimination may include, but not limited to, employment actions related to recruitment, examination, transfer, appointment, training, promotion, or the administration of employee benefits. The Hidalgo County Community Supervision and Corrections Department may give a veterans preference in employment to those who may be eligible under applicable state statutes. The Hidalgo County Community Supervision and Corrections Department is committed to complying with all applicable federal, state, and local civil rights laws that pertain to employment.

Step 4b: Narrative Underutilization Analysis

After reviewing the Utilization Analysis Chart comparing the Hidalgo County Community Supervision and Corrections Department with the relevant labor market, noted the following:

1. White males were significantly under-represented in the following category: Professional (-7%).

2. White females were significantly under-represented in the following category: Professional (-8%).

3. Asian females were significantly under-represented in the following category: Professional (-3%).

The Hidalgo County Community Supervision and Corrections Department is committed to creating a diverse workforce that is reflective of its community population. In reviewing the EEOP Utilization Report, the Department will implement measures to track improvements in the recruitment and retention of White males, and White and Asian females in the Professional job category. We have formulated our current objectives and steps to achieve a workforce that is reflective of its community population.

Step 5 & 6: Objectives and Steps

1. Our objective is to provide equal employment opportunities for White males when our organization fills vacancies that become available in the Professional job category.

a. Hidalgo County CSCD will post job announcements on-line and accept online applications for employment.

b. Hidalgo County CSCD will post job announcements with the Texas Employment Commission

c. Hidalgo County CSCD will enhance outreach efforts that target White male applicants by participating in job fairs, career days, and related activities at the University of Texas Rio Grande Valley and other surrounding universities.

d. Hidalgo County CSCD will post job announcements with the University of Texas Rio Grande Valley Employer Relations Career Center.

e. The Department will review the application and interview selection process for all professional job category vacancies to determine whether any step in the selection process may have a significant impact on screening out White male applicants. Based on the results of the analysis, consider modifying its candidate selection process.

2. Our objective is to provide equal employment opportunities for White women when our organization fills vacancies that become available in the Professional job category.

a. Hidalgo County CSCD will post job announcements on-line and accept online applications for employment.

b. Hidalgo County CSCD will post job announcements with the Texas Employment Commission.

c. The Department will review the application and interview selection process for all professional job category vacancies to determine whether any step in the selection process may have a significant impact on screening out White women applicants. Based on the results of the analysis, consider modifying its candidate selection process.

d. Hidalgo County CSCD will enhance outreach efforts that target White women applicants by participating in job fairs, career days, and related activities at the University of Texas Rio Grande Valley and other surrounding universities.

e. Hidalgo County CSCD will post job announcements with the University of Texas Rio Grande Valley Employer Relations Career Center.

3. Our Objective is to provide equal employment opportunities for Asian women when our organization fills vacancies that become available in the Professionals job category.

a. The Department will review the application and interview selection process for all professional job category vacancies to determine whether any step in the selection process may have a significant impact on screening out Asian women applicants. Based on the results of the analysis, consider modifying its candidate selection process.

b. Hidalgo County CSCD will post job announcements on-line and accept online applications for employment.

c. Hidalgo County CSCD will post job announcements with the Texas Employment Commission.

d. Hidalgo County CSCD will enhance outreach efforts that target Asian women applicants by participating in job fairs, career days, and related activities at the University of Texas Rio Grande Valley and other surrounding universities.

e. Hidalgo County CSCD will post job announcements with the University of Texas Rio Grande Valley Employer Relations Career Center.

Step 7a: Internal Dissemination

1. Distribute a copy of EEOP Utilization Report to all employees in a supervisory position.

2. Send an e-mail and a hard-copy memorandum to all employees, to let then know that a copy of the EEOP Utilization Report is available on request.

3. Post a copy of EEOP Utilization Report on the Hidalgo County CSCD intranet service, an in-house electronic communication network.

4. Keep a bound copy of the EEOP Utilization Report in the Hidalgo County CSCD Human Resource Office. EEOP Utilization report is available upon request.

Step 7b: External Dissemination

1. Post a copy of the EEOP Utilization Report on the Hidalgo County CSCD's Public website.

2. Include on all job announcements for the Hidalgo County CSCD positions that applicants may obtain a copy of the departments's EEOP Utilization Report on request.

3. Keep a bound copy of the EEOP Utilization Report in the Hidalgo County CSCD Human Resource Office. EEOP Utilization report is available upon request.

4. Notify all contractors and vendors that do business with Hidalgo County CSCD that a copy of the Hidalgo County CSCD's Utilization Report is available upon request.

Utilization Analysis Chart

Relevant Labor Market: Hidalgo County, Texas

Job Categories	Male								Female							
	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other
Officials/Administrators																
Workforce #/%	1/5%	13/59%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	7/32%	0/0%	0/0%	1/5%	0/0%	0/0%	0/0%
CLS #/%	2,440/12%	9,140/47%	15/0%	45/0%	190/1%	0/0%	0/0%	10/0%	885/5%	6,630/34%	55/0%	0/0%	70/0%	0/0%	35/0%	10/0%
Utilization #/%	-8%	12%	-0%	-0%	-1%	0%	0%	-0%	-5%	-2%	-0%	0%	4%	0%	-0%	-0%
Professionals																
Workforce #/%	0/0%	60/47%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	1/1%	67/52%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	2,660/7%	10,755/30%	175/0%	0/0%	600/2%	0/0%	90/0%	45/0%	3,220/9%	17,250/48%	85/0%	0/0%	1,205/3%	0/0%	40/0%	15/0%
Utilization #/%	-7%	17%	-0%	0%	-2%	0%	-0%	-0%	-8%	5%	-0%	0%	-3%	0%	-0%	-0%
Technicians																
Workforce #/%	0/0%	5/62%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	3/38%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	125/2%	2,670/48%	15/0%	0/0%	40/1%	0/0%	0/0%	0/0%	155/3%	2,540/45%	45/1%	0/0%	20/0%	0/0%	0/0%	10/0%
Utilization #/%	-2%	15%	-0%	0%	-1%	0%	0%	0%	-3%	-8%	-1%	0%	-0%	0%	0%	-0%
Protective Services: Sworn																
Workforce #/%	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/
CLS #/%	555/10%	4,070/73%	25/0%	0/0%	10/0%	0/0%	0/0%	0/0%	120/2%	780/14%	15/0%	0/0%	0/0%	0/0%	0/0%	0/0%
Utilization #/%																
Protective Services: Non-sworn																
Workforce #/%	1/10%	5/50%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	4/40%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
Civilian Labor Force #/%	20/4%	140/31%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	285/64%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
Utilization #/%	6%	19%	0%	0%	0%	0%	0%	0%	0%	-24%	0%	0%	0%	0%	0%	0%
Administrative Support																
Workforce #/%	0/0%	7/26%	1/4%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	19/70%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	2,035/3%	26,900/37	140/0%	4/0%	260/0%	0/0%	0/0%	40/0%	3,050/4%	39,895/55	145/0%	0/0%	205/0%	0/0%	0/0%	60/0%

Job Categories	Male								Female							
	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other
		%								%						
Utilization #/%	-3%	-11%	4%	-0%	-0%	0%	0%	-0%	-4%	16%	-0%	0%	-0%	0%	0%	-0%
Skilled Craft																
Workforce #/%	0/0%	1/100%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	1,100/5%	22,090/92%	55/0%	4/0%	15/0%	0/0%	10/0%	50/0%	50/0%	680/3%	0/0%	0/0%	0/0%	0/0%	0/0%	55/0%
Utilization #/%	-5%	8%	-0%	-0%	-0%	0%	-0%	-0%	-0%	-3%	0%	0%	0%	0%	0%	-0%
Service/Maintenance																
Workforce #/%	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/
CLS #/%	1,835/2%	44,675/52%	105/0%	4/0%	110/0%	0/0%	10/0%	45/0%	1,280/1%	37,805/44%	80/0%	60/0%	165/0%	0/0%	25/0%	70/0%
Utilization #/%																

Significant Underutilization Chart

Job Categories	Male								Female							
	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other
Professionals	✔								✔				✔			

I understand the regulatory obligation under 28 C.F.R. § 42.301-.308 to collect and maintain extensive employment data by race, national origin, and sex, even though our organization may not use all of this data in completing the EEOP Utilization Report.

I have reviewed the foregoing EEOP Utilization Report and certify the accuracy of the reported workforce data and our organization's employment policies.

Certified As Final By: Faustino Lopez, III Assistant Director 10-21-2016

_____ _____

[signature] [title] [date]

DATE: November 15, 2016
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: Hidalgo County Emerging Adult Strategy
ACCOUNT NUMBER: 6-1289-423-00-320-049-7-XXX

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

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME		AMOUNT
6-1289-423-00-320-	049-	7-	113		H C Emerging Adult Strategy	Full-Time Employees	275,832.00
6-1289-423-00-320-	049-	7-	211		H C Emerging Adult Strategy	Health Insurance	49,487.16
6-1289-423-00-320-	049-	7-	212		H C Emerging Adult Strategy	Life Insurance	159.84
6-1289-423-00-320-	049-	7-	220		H C Emerging Adult Strategy	FICA	21,101.00
6-1289-423-00-320-	049-	7-	230		H C Emerging Adult Strategy	Retirement	33,100.00
6-1289-423-00-320-	049-	7-	250		H C Emerging Adult Strategy	Unemployment Compensation	2,069.00
6-1289-423-00-320-	049-	7-	339		H C Emerging Adult Strategy	Other Professional Services	215,050.00
6-1289-423-00-320-	049-	7-	583		H C Emerging Adult Strategy	Out of County Employee Travel	2,401.00
6-1289-423-00-320-	049-	7-	584		H C Emerging Adult Strategy	Registration Fees	800.00
TOTAL APPROPRIATION							**600,000.00**
6-1289-334-10-320-	049-	7-	000		Funding Revenue FY2017		600,000.00
TOTAL REVENUES							**600,000.00**

REASON:

To setup the FY2017 Hidalgo County Emerging Adult Strategy budget from 10/01/2016 to 9/30/2019.
Award # 2016-HO-BX-K005

Comm Crt.

Arnold K. Patrick, Director — Date — Ray Eufracio, CPA — Date

Hidalgo County CSCD

COUNTY of HIDALGO

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

EDINBURG, TEXAS 78539

November 16, 2016

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	PURPOSE
$600,000.00	Award No. 2016-HO-BX-K005 Hidalgo County Emergency Adult Strategy

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

11/16/16
Date

HIDALGO COUNTY DISTRICT JUDGES

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

Rossana Schettino

From: Rosario Ramirez-Castilleja [rosario.castilleja@hidalgocountycscd.org]
Sent: Tuesday, November 15, 2016 4:01 PM
To: Rossana Schettino
Subject: HC Emerging Adult grant

Please certify the revenues for the new Hidalgo County Emerging Adult Strategy grant. I have submitted agenda item #57191 for 12/6/16. I will be asking Monica to move it up to the next available date. Thank you.

Rosario Ramirez-Castilleja
Hidalgo County CSCD
Budget/Fiscal Director
P.O. Box 970
Edinburg, TX 78540
956.587.6009
Fax 956.318.2488

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AI-57191 **Adult Probation** **21. 0.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted For: Maria Castilleja, ADULT PROBATION

Submitted By: Maria Castilleja, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

Hidalgo County Emerging Adult Strategy Grant (1289)
1. Ratification of application and approval to accept the Grant Award for the Department of Justice(Bureau of Justice Assistance) for the Hidalgo County Emerging Adult Strategy grant in the amount of $600,000 for the grant period of 10/01/2016 - 09/30/2019
2. Approval of the resolution appointing Arnold K. Patrick the Authorized Official for the Hidalgo County Emerging Adult Strategy grant
3. Approval of certification of revenues as approved by the County Auditor's Office for the Hidalgo County Emerging Adult Strategy grant
4. Approval of the appropriation of funds in the amount of $600,000.

BACKGROUND

Fiscal Impact

Attachments

HC Emerging Adult grant award
HC Emerging Adult grant resolution
HC Emerging Adult budget
HC Adult Probation EEOP
HC Emerging Adult appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management Final Approval	Veronica Ortiz	11/15/2016 04:42 PM
Form Started By: Maria Castilleja		Started On: 11/02/2016 03:56 PM

DATE: November 7, 2016
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: Hidalgo County Emerging Adult Strategy
ACCOUNT NUMBER: 6-1289-423-00-320-049-7-XXX

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

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME		AMOUNT
6-1289-423-00-320-	049-	7-	113		H C Emerging Adult Strategy	Full-Time Employees	275,832.0
6-1289-423-00-320-	049-	7-	211		H C Emerging Adult Strategy	Health Insurance	49,487.1
6-1289-423-00-320-	049-	7-	212		H C Emerging Adult Strategy	Life Insurance	159.8
6-1289-423-00-320-	049-	7-	220		H C Emerging Adult Strategy	FICA	21,101.0
6-1289-423-00-320-	049-	7-	230		H C Emerging Adult Strategy	Retirement	33,100.0
6-1289-423-00-320-	049-	7-	250		H C Emerging Adult Strategy	Unemployment Compensation	2,069.0
6-1289-423-00-320-	049-	7-	339		H C Emerging Adult Strategy	Other Professional Services	215,050.0
6-1289-423-00-320-	049-	7-	583		H C Emerging Adult Strategy	Out of County Employee Travel	2,401.0
6-1289-423-00-320-	049-	7-	584		H C Emerging Adult Strategy	Registration Fees	800.0
TOTAL APPROPRIATION							**600,000.0**
6-1289-334-10-320-	049-	7-	000		Funding Revenue FY2017		600,000.0
TOTAL REVENUES							**600,000.0**

REASON:

To setup the FY2017 Hidalgo County Emerging Adult Strategy budget from 10/01/2016 to 9/30/2019.
Award # 2016-HO-BX-K005

Comm Crt.

Arnold K. Patrick, Director
Hidalgo County CSCD

Date

Ray Eufracio, CPA

Date

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Cooperative Agreement

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

County of Hidalgo
100 E. Cano St., 2nd Floor
Edinburg, TX 78539-4548

4. AWARD NUMBER: 2016-HO-BX-0005

5. PROJECT PERIOD: FROM 10/01/2016 TO 09/30/2019

BUDGET PERIOD: FROM 10/01/2016 TO 09/30/2019

6. AWARD DATE 09/08/2016

7. ACTION: Initial

2a. GRANTEE IRS/VENDOR NO.
746000717

8. SUPPLEMENT NUMBER
00

2b. GRANTEE DUNS NO.
103110834

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
Hidalgo County Emerging Adult Strategy

10. AMOUNT OF THIS AWARD $ 600,000

11. TOTAL AWARD $ 600,000

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY16(BJA - Project HOPE) Pub. L. No. 114-113, 129 Stat 2242, 2308

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.812 - Second Chance Act Reentry Initiative

15. METHOD OF PAYMENT

GPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Karol Virginia Mason
Assistant Attorney General

17. SIGNATURE OF APPROVING OFFICIAL

Karol V. Mason

[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Arnold K. Patrick
Executive Director

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

9-12-16

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	HO	80	00	00		600000

21. RHOUGT1181

PROJECT NUMBER 2016-HO-BX-K005 AWARD DATE 09/08/2016

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at http://ojp.gov/funding/Part200UniformRequirements.htm.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at http://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

AKP

SPECIAL CONDITIONS

4. Requirements related to "de minimis" indirect cost rate

   A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

   If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

   The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at http://www.sam.gov. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

   The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

   The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at http://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

   This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. All subawards ("subgrants") must have specific federal authorization

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

   The details of the requirement for authorization of any subaward are posted on the OJP web site at http://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

AGP

SPECIAL CONDITIONS

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $150,000

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

   The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $150,000)), and are incorporated by reference here.

9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.
   The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

    Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award

    The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

12. OJP Training Guiding Principles

    Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://ojp.gov/funding/ojptrainingguidingprinciples.htm.

AKP

SPECIAL CONDITIONS

13. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

14. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at http://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter I, Part 38, under e-CFR "current" data.

17. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

AKP

SPECIAL CONDITIONS

18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at http://www.usdoj.gov/oig.

AkP

SPECIAL CONDITIONS

20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

AUP

SPECIAL CONDITIONS

21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

24. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

25. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

26. Grantee agrees that assistance funds awarded under this grant will not be used to support any inherently religious activities, such as worship, religious instruction, or proselytization. If the grantee refers participants to, or provides, a non-Federally funded program or service that incorporates such religious activities, (1) any such activities must be voluntary for program participants, and (2) program participants may not be excluded from participation in a program or otherwise penalized or disadvantaged for any failure to accept a referral or services. If participation in a non-Federally funded program or service that incorporates inherently religious activities is deemed a critical treatment or support service for program participants, the grantee agrees to identify and refer participants who object to the inherently religious activities of such program or service to, or provide, a comparable secular alternative program or service.

27. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

BKP

SPECIAL CONDITIONS

28. Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.

29. Recipient agrees that funds provided under this award may not be used to operate a "pay-to-stay" program in any local jail. Recipient further agrees not to subaward funds to local jails which operate "pay-to-stay" programs.

30. The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at http://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

    This condition, including its reporting requirement, does not apply to an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

31. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

32. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

33. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

    This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

SPECIAL CONDITIONS

34. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2016-HO-BX-K005 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

35. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed $15,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

36. The recipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward, and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

BKP

SPECIAL CONDITIONS

37. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

38. All program authority and responsibility inherent in the Federal stewardship role shall remain with the Bureau of Justice Assistance (BJA). BJA will work in conjunction with the recipient to routinely review and refine the work plan so that the program's goals and objectives can be effectively accomplished. BJA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.

AKP

SPECIAL CONDITIONS

39. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds $20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

1) name of event;

2) event dates;

3) location of event;

4) number of federal attendees;

5) number of non-federal attendees;

6) costs of event space, including rooms for break-out sessions;

7) costs of audio visual services;

8) other equipment costs (e.g., computer fees, telephone fees);

9) costs of printing and distribution;

10) costs of meals provided during the event;

11) costs of refreshments provided during the event;

12) costs of event planner;

13) costs of event facilitators; and

14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

1) meals and incidental expenses (M&IE portion of per diem);

2) lodging;

3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,

4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.

AKP

PROJECT NUMBER 2016-HO-BX-K005 AWARD DATE 09/08/2016

SPECIAL CONDITIONS

40. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

    The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

    The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at http://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

41. Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.

42. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Program Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.

43. The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued removing this special condition.

AKP

EEOP Utilization Report

Fri Oct 21 16:02:49 EDT 2016

Step 1: Introductory Information

Grant Title:	Bureau of Justice Assistance	**Grant Number:**	2016-HO-BX-K005
Grantee Name:	Hidalgo County Community Supervision and Corrections Department	**Award Amount:**	$600,000.00
Grantee Type:	Local Government Agency		
Address:	100 E. Cano St, 2nd Floor Edinburg, Texas 78539		
Contact Person:	Faustino Lopez	**Telephone #:**	956-587-6016
Contact Address:	3100 S. Business Hwy 281 Edinburg, Texas 78539		
DOJ Grant Manager:	Jennifer Lewis	**DOJ Telephone #:**	202-305-8064

Policy Statement:

The Hidalgo County Community Supervision and Corrections Department will provide a work environment that is free from discrimination, including harassment, based on race, color, national origin, religion, sex, age, or disability. The prohibition against employment discrimination and harassment may extend to conduct that employees are subjected to from vendors, contractors, customers, or others who enter the workplace. Unlawful discrimination may include, but not limited to, employment actions related to recruitment, examination, transfer, appointment, training, promotion, or the administration of employee benefits. The Hidalgo County Community Supervision and Corrections Department may give a veterans preference in employment to those who may be eligible under applicable state statutes. The Hidalgo County Community Supervision and Corrections Department is committed to complying with all applicable federal, state, and local civil rights laws that pertain to employment.

Step 4b: Narrative Underutilization Analysis

After reviewing the Utilization Analysis Chart comparing the Hidalgo County Community Supervision and Corrections Department with the relevant labor market, noted the following:

1. White males were significantly under-represented in the following category: Professional (-7%).

2. White females were significantly under-represented in the following category: Professional (-8%).

3. Asian females were significantly under-represented in the following category: Professional (-3%).

The Hidalgo County Community Supervision and Corrections Department is committed to creating a diverse workforce that is reflective of its community population. In reviewing the EEOP Utilization Report, the Department will implement measures to track improvements in the recruitment and retention of White males, and White and Asian females in the Professional job category. We have formulated our current objectives and steps to achieve a workforce that is reflective of its community population.

Step 5 & 6: Objectives and Steps

1. Our objective is to provide equal employment opportunities for White males when our organization fills vacancies that become available in the Professional job category.

a. Hidalgo County CSCD will post job announcements on-line and accept online applications for employment.

b. Hidalgo County CSCD will post job announcements with the Texas Employment Commission

c. Hidalgo County CSCD will enhance outreach efforts that target White male applicants by participating in job fairs, career days, and related activities at the University of Texas Rio Grande Valley and other surrounding universities.

d. Hidalgo County CSCD will post job announcements with the University of Texas Rio Grande Valley Employer Relations Career Center.

e. The Department will review the application and interview selection process for all professional job category vacancies to determine whether any step in the selection process may have a significant impact on screening out White male applicants. Based on the results of the analysis, consider modifying its candidate selection process.

2. Our objective is to provide equal employment opportunities for White women when our organization fills vacancies that become available in the Professional job category.

a. Hidalgo County CSCD will post job announcements on-line and accept online applications for employment.

b. Hidalgo County CSCD will post job announcements with the Texas Employment Commission.

c. The Department will review the application and interview selection process for all professional job category vacancies to determine whether any step in the selection process may have a significant impact on screening out White women applicants. Based on the results of the analysis, consider modifying its candidate selection process.

d. Hidalgo County CSCD will enhance outreach efforts that target White women applicants by participating in job fairs, career days, and related activities at the University of Texas Rio Grande Valley and other surrounding universities.

e. Hidalgo County CSCD will post job announcements with the University of Texas Rio Grande Valley Employer Relations Career Center.

3. Our Objective is to provide equal employment opportunities for Asian women when our organization fills vacancies that become available in the Professionals job category.

a. The Department will review the application and interview selection process for all professional job category vacancies to determine whether any step in the selection process may have a significant impact on screening out Asian women applicants. Based on the results of the analysis, consider modifying its candidate selection process.

b. Hidalgo County CSCD will post job announcements on-line and accept online applications for employment.

c. Hidalgo County CSCD will post job announcements with the Texas Employment Commission.

d. Hidalgo County CSCD will enhance outreach efforts that target Asian women applicants by participating in job fairs, career days, and related activities at the University of Texas Rio Grande Valley and other surrounding universities.

e. Hidalgo County CSCD will post job announcements with the University of Texas Rio Grande Valley Employer Relations Career Center.

Step 7a: Internal Dissemination

1. Distribute a copy of EEOP Utilization Report to all employees in a supervisory position.

2. Send an e-mail and a hard-copy memorandum to all employees, to let then know that a copy of the EEOP Utilization Report is available on request.

3. Post a copy of EEOP Utilization Report on the Hidalgo County CSCD intranet service, an in-house electronic communication network.

4. Keep a bound copy of the EEOP Utilization Report in the Hidalgo County CSCD Human Resource Office. EEOP Utilization report is available upon request.

Step 7b: External Dissemination

1. Post a copy of the EEOP Utilization Report on the Hidalgo County CSCD's Public website.

2. Include on all job announcements for the Hidalgo County CSCD positions that applicants may obtain a copy of the departments's EEOP Utilization Report on request.

3. Keep a bound copy of the EEOP Utilization Report in the Hidalgo County CSCD Human Resource Office. EEOP Utilization report is available upon request.

4. Notify all contractors and vendors that do business with Hidalgo County CSCD that a copy of the Hidalgo County CSCD's Utilization Report is available upon request.

Utilization Analysis Chart

Relevant Labor Market: Hidalgo County, Texas

Job Categories	Male								Female							
	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other
Officials/Administrators																
Workforce #/%	1/5%	13/59%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	7/32%	0/0%	0/0%	1/5%	0/0%	0/0%	0/0%
CLS #/%	2,440/12%	9,140/47%	15/0%	45/0%	190/1%	0/0%	0/0%	10/0%	885/5%	6,630/34%	55/0%	0/0%	70/0%	0/0%	35/0%	10/0%
Utilization #/%	-8%	12%	-0%	-0%	-1%	0%	0%	-0%	-5%	-2%	-0%	0%	4%	0%	-0%	-0%
Professionals																
Workforce #/%	0/0%	60/47%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	1/1%	67/52%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	2,660/7%	10,755/30%	175/0%	0/0%	600/2%	0/0%	90/0%	45/0%	3,220/9%	17,250/48%	85/0%	0/0%	1,205/3%	0/0%	40/0%	15/0%
Utilization #/%	-7%	17%	-0%	0%	-2%	0%	-0%	-0%	-8%	5%	-0%	0%	-3%	0%	-0%	-0%
Technicians																
Workforce #/%	0/0%	5/62%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	3/38%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	125/2%	2,670/48%	15/0%	0/0%	40/1%	0/0%	0/0%	0/0%	155/3%	2,540/45%	45/1%	0/0%	20/0%	0/0%	0/0%	10/0%
Utilization #/%	-2%	15%	-0%	0%	-1%	0%	0%	0%	-3%	-8%	-1%	0%	-0%	0%	0%	-0%
Protective Services: Sworn																
Workforce #/%	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/
CLS #/%	555/10%	4,070/73%	25/0%	0/0%	10/0%	0/0%	0/0%	0/0%	120/2%	780/14%	15/0%	0/0%	0/0%	0/0%	0/0%	0/0%
Utilization #/%																
Protective Services: Non-sworn																
Workforce #/%	1/10%	5/50%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	4/40%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
Civilian Labor Force #/%	20/4%	140/31%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	285/64%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
Utilization #/%	6%	19%	0%	0%	0%	0%	0%	0%	0%	-24%	0%	0%	0%	0%	0%	0%
Administrative Support																
Workforce #/%	0/0%	7/26%	1/4%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	19/70%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	2,035/3%	26,900/37	140/0%	4/0%	260/0%	0/0%	0/0%	40/0%	3,050/4%	39,895/55	145/0%	0/0%	205/0%	0/0%	0/0%	60/0%

Job Categories	Male								Female							
	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other
		%								%						
Utilization #/%	-3%	-11%	4%	-0%	-0%	0%	0%	-0%	-4%	16%	-0%	0%	-0%	0%	0%	-0%
Skilled Craft																
Workforce #/%	0/0%	1/100%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	1,100/5%	22,090/92%	55/0%	4/0%	15/0%	0/0%	10/0%	50/0%	50/0%	680/3%	0/0%	0/0%	0/0%	0/0%	0/0%	55/0%
Utilization #/%	-5%	8%	-0%	-0%	-0%	0%	-0%	-0%	-0%	-3%	0%	0%	0%	0%	0%	-0%
Service/Maintenance																
Workforce #/%	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/
CLS #/%	1,835/2%	44,675/52%	105/0%	4/0%	110/0%	0/0%	10/0%	45/0%	1,280/1%	37,805/44%	80/0%	60/0%	165/0%	0/0%	25/0%	70/0%
Utilization #/%																

Significant Underutilization Chart

Job Categories	Male								Female							
	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other
Professionals	✓								✓				✓			

I understand the regulatory obligation under 28 C.F.R. § 42.301-.308 to collect and maintain extensive employment data by race, national origin, and sex, even though our organization may not use all of this data in completing the EEOP Utilization Report.

I have reviewed the foregoing EEOP Utilization Report and certify the accuracy of the reported workforce data and our organization's employment policies.

Certified As Final By: Faustino Lopez, III	Assistant Director	10-21-2016
[signature]	[title]	[date]

HIDALGO COUNTY COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT - PROPOSED BUDGET SUMMARY

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Personnel						
HCEAS - Probation Officer 1	$ 42,250	$ 43,518	$ 44,823			$ 130,591
HCEAS - Probation Officer 2	$ 42,250	$ 43,518	$ 44,823			$ 130,591
HCEAS - Probation Officer 3	$ 42,250	$ 43,518	$ 44,823			$ 130,591
Fringe Benefits	$ 45,630	$ 46,998	$ 48,408			$ 141,036
Subtotal Personnel + Fringe	$ 172,380	$ 177,552	$ 182,877			$ 532,809
Contracts						
Ashli J. Sheidow, Ph.D	$ 25,025	$ 25,025				$ 50,050
George Mason University	$ 21,519	$ 39,301	$ 50,317	$ 38,385	$ 15,478	$ 165,000
Subtotal Contracts	$ 46,544	$ 64,326	$ 50,317	$ 38,385	$ 15,478	$ 215,050
Travel						
Washington, D.C.	$ 1,067	$ 1,067	$ 1,067			$ 3,201
Total Costs:	$ 219,991	$ 242,945	$ 234,261	$ 38,385	$ 15,478	$ 751,060

	Officer 1			Officer 2				
	Year 1	**Year 1 +3%**	**Year 2 + 3%**	**Year 1**	**Year 1 +3%**	**Year 2 + 3%**	**Total**	
Gross Salary	$ 44,620	$ 45,959	$ 47,337	$ 44,620	$ 45,959	$ 47,337	$ 275,832	
FICA 7.65%	$ 3,413	$ 3,516	$ 3,621	$ 3,413	$ 3,516	$ 3,621	$ 21,101	
Retirement 12%	$ 5,354	$ 5,515	$ 5,680	$ 5,354	$ 5,515	$ 5,680	$ 33,100	
Unemp Comp .75%	$ 335	$ 345	$ 355	$ 335	$ 345	$ 355	$ 2,069	
Health/Life Ins 18%	$ 8,032	$ 8,273	$ 8,521	$ 8,032	$ 8,273	$ 8,521	$ 49,650	
Total	$ 61,754	$ 63,607	$ 65,515	$ 61,754	$ 63,607	$ 65,515	**$ 381,751**	**Grand Total**

	Gross
Year 1	$ 89,240
Year 2	$ 91,917
Year 3	$ 94,675
	$ 275,832

	Officer 1			Officer 2			Officer 3			
	Year 1	Year 1 +3%	Year 2 + 3%	Year 1	Year 1 +3%	Year 2 + 3%	Year 1	Year 1 +3%	Year 2 + 3%	Total
Gross Salary	$ 42,250	$ 43,518	$ 44,823	$ 42,250	$ 43,518	$ 44,823	$ 42,250	$ 43,518	$ 44,823	$ 391,772
FICA 7.65%	$ 3,232	$ 3,329	$ 3,429	$ 3,232	$ 3,329	$ 3,429	$ 3,232	$ 3,329	$ 3,429	$ 29,971
Retirement 11.25%	$ 4,753	$ 4,896	$ 5,043	$ 4,753	$ 4,896	$ 5,043	$ 4,753	$ 4,896	$ 5,043	$ 44,074
Unemp Comp .5%	$ 211	$ 218	$ 224	$ 211	$ 218	$ 224	$ 211	$ 218	$ 224	$ 1,959
Health/Life Ins 17%	$ 7,183	$ 7,398	$ 7,620	$ 7,183	$ 7,398	$ 7,620	$ 7,183	$ 7,398	$ 7,620	$ 66,601
Total	$ 57,629	$ 59,358	$ 61,139	$ 57,629	$ 59,358	$ 61,139	$ 57,629	$ 59,358	$ 61,139	**$ 534,376** **Grand Total**

	Gross
Year 1	$ 126,750
Year 2	$ 130,553
Year 3	$ 134,469
	$ 391,772

Hidalgo County Emerging Adult Strategy Court

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

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 ratifies the grant application for the Hidalgo County Emerging Adult Strategy Court to the U.S. Department of Justice, Office of Justice Program, Bureau of Justice Assistance department.

Signed by:

County Judge

Passed and Approved this _____ day of _____ 2016

Award Number: 2016-HO-BX-K005

AI-57397 **IT Department** **12. A.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted For: Renan Ramirez, IT DEPARTMENT

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

BUDGET AND MANAGEMENT DEPT./ PURCHASING DEPT./DISTRICT ATTORNEY'S OFFICE

Authorization and approval to purchase new wireless data service and change wireless service plans through the County's membership/participation with CONTRACT: DIR-TSO-3415 with VERIZON WIRELESS for the following:

Department:	Qty:	Description:	User:	Service Plan:	MDN:
Budget & Management	8	Data Service for Surveillance Cameras	Constable Office Use	4G Mobile Broadband Unl @ $37.99/ea per month	8 New Activation
Purchasing	3	Change Cell Phone Service Plan	Office Use	Nationwide 400 Share N&W+M2M Unl 200 MSGS @ $24.99 + Taxes/Fees @ $5.00 = $29.99 X 3 = $89.97 per month	956-289-0752, 956-457-1132 & 956-515-8976
DA's	12	Change Cell Phone Service Plan	Office Use	Nationwide Unl Mins Email&Data Unl+MHS N&W/M2M/MSG Unl @ $69.99 + Taxes/Fees @ $5.00 = $74.99 X 12 = $899.88 per month	956-279-8479, 956-827-9198, 956-929-1630, 956-929-1648, 956-587-2017, 956-929-4459, 956-929-4460, 956-929-0015, 956-929-0125, 956-929-1577, 956-929-1970, 956-683-5514

DA's	2	Wireless Data Service	Office Use	4G Mobile Broadband Unl @ $37.99 each per month	956-269-2162 & 1 New Activation

BACKGROUND

Fiscal Impact

Attachments

Budget & Mgmt. backup
Purchasing backup
DA's backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/18/2016 03:30 PM
Ivan Cantu	Ivan Cantu	11/18/2016 04:54 PM
Final Approval	Monica Badillo	11/18/2016 05:28 PM

Form Started By: Griselda Salazar Started On: 11/16/2016 02:14 PM
Final Approval Date: 11/18/2016

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
☑ Office Use *or* ☐ Individual	☑ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Const. Office Use Employee ID# ---- Signature: ----

Department: I.T. Dept#: 200

Quantity: 8

Service: $37.99 /mo (x) 2 months = 607.84 Account: 10-1100-415-00-200-002-0532 ~~-532-~~

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

Requisition Total: 607.84 **Requisition Number:** 30982

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____ /mo (x) ____ months = _____ Account: _____ -532

Total: _____

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

Signature	Print Name	Date
	Renan Ramirez	11/18/16

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

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G Mobile Broadband Unl @ 37.99 each per month

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

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

RGM.

verizon

Wireless Telecom Proposal for:
State of Texas DIR Contract No. DIR-TSO-3415 for Wireless Voice, Data Services and Equipment

Date: October 20, 2016

Customer Name: Hidalgo County

Sales Representative: Carlos Zavala

Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the Contract for Wireless Voice & Data Services and Equipment between State of Texas, Department of Information Resources and Verizon Wireless, DIR Contract No. DIR-TSO-3415. Full terms and conditions, along with additional information and ordering instructions can be found on the Internet website at: http://www.dir.state.tx.us/store/tsd/telephony/wireless.htm#cing
Prices quoted do not reflect applicable fees, charges, or pass-through assessments.
This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

STATE OF TEXAS DIR CONTRACT NO. DIR-TSO-3415
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

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

QUOTE ID 161020171613
DATE 10/20/2016
TERM Annual (12 Months)

RATE PLAN AND FEATURES

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

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

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

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

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

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

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

DEVICE	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

Eligible accessories receive a 35% discount

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

EQUIPMENT AND ACCESSORIES ESTIMATED COST	$0.00

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

4Q16 BUSINESS BILL INCENTIVE CREDIT (BIC) PROMOTIONS	Line Count	BIC Amount	BIC Total
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

QUOTE ID 161020171613

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.

** Equipment pricing and availability is subject to change.

*** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-TSO-3415 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

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

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

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

Updated 07/06/2016

Requisition

Req # 00309812

PO #

Date: 11/18/16

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: Griselda
956-292-7010

Contract No: DIR-TSO-3415

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Constables 1, 2, 3 & 4 Data Service for Surveillance Cameras DO NOT DUPLICATE ORDER		
2.00	MONTH	Open PO for 8 4G Mobile Broadband Unlimited	303.92	607.84
		Account No	Encumbrance	
		6-1100-415-00-200-002-0-532	607.84	
			Freight	.00
			Total	607.84
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☒ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID#_____ Signature:_____

Department: Purchasing Dept#: 160

Quantity: 3

Service: $24.99/mo (x) 12 months = 149.94 Account: 6-1100-415-18-160-001-0-532

Service: 15.00 mo (x) 2 months = 30.00 Account: 6-1100-415-18-160-001-0-532 619/664

Requisition Total: $ 179.94 Requisition Number: 309718

STIPEND

(1) Employee:_____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x)____ months = _____ Account:_____-532

Total:_____

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

Martha L Salazar — Martha L. Salazar — 11-16-16

Signature — Print Name — Date

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

_____ — Valde Guerra — 11/18/16

Signature — Print Name — Date

(4) **IT DEPARTMENT ONLY:**

Service Type Codes: Nationwide 400share @$24.99 + 5.00 = $29.99/mo

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

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

Purchasing

verizon

Wireless Telecom Proposal for:
State of Texas DIR Contract No. DIR-TSO-3415 for Wireless Voice, Data Services and Equipment

Date: November 8, 2016

Customer Name: Hidalgo County

Sales Representative: Carlos Zavala

Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the Contract for Wireless Voice & Data Services and Equipment between State of Texas, Department of Information Resources and Verizon Wireless, DIR Contract No. DIR-TSO-3415. Full terms and conditions, along with additional information and ordering instructions can be found on the Internet website at: http://www.dir.state.tx.us/store/tsd/telephony/wireless.htm#cing
Prices quoted do not reflect applicable fees, charges, or pass-through assessments.
This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

STATE OF TEXAS DIR CONTRACT NO. DIR-TSO-3415
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

QUOTE ID 16118154432
DATE 11/8/2016
TERM Annual (12 Months)
PAGE 1 of 2

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

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
NATIONWIDE 400 SHARE N&W+M2M UNL 200 MSGS $24.99	3	$24.99	400	200 (Txt/Pix/Flix)	N	1,200	$0.25	$74.97	$899.64
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
	3					1200		$74.97	$899.64

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

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access	Included TEXT / PIX / FLIX	Included Data	Data Overage	Monthly Cost	Term Cost
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
						$0.00	$0.00

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

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

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM [Annual (12 Months)]: $899.64

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

DEVICE	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

Eligible accessories receive a 35% discount

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

EQUIPMENT AND ACCESSORIES ESTIMATED COST	$0.00

INVESTMENT ESTIMATE	Monthly	Term Total
RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [Annual (12 Months)]:	$74.97	$899.64
EQUIPMENT AND ACCESSORIES ESTIMATED COST:		$0.00
INVESTMENT TOTAL		$899.64

4Q16 BUSINESS BILL INCENTIVE CREDIT (BIC) PROMOTIONS	Line Count	BIC Amount	BIC Total
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

QUOTE ID 16118154432

Additional Notes:

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

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-TSO-3415 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

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

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

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

Updated 07/06/2016

Requisition

Req # 00309718

PO #

Date: 11/16/16

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: PURCHASING DEPARTMENT
2802 S. BUSINESS HWY 281
EDINBURG TX 78539

Contact: Nielda Cavazos
956-318-2626

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-TSO-3415		
		DO NOT DUPLICATE ORDER		
2.00	EACH	Nation Wide 400 share N&W -M2M Unl 200 MSGS @ 24.99 each toal share minutes 1,200 for office use three phones numbers are 956-457-1132, 956-515-8976 and 956-289-0752	74.97	149.94
2.00	MONTH	5.00 dollar cost tax fee (3) county phones	15.00	30.00
		Account No	Encumbrance	
			Freight	.00
			Total	179.94

Authorized By: _____

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☑ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: N/A RS Employee ID# N/A Signature: _____

Department: D.A.'s office Dept#: 080

Quantity: 1 (956)-929-1577

Service: $69.99 /mo (x) 2 months = 139.98 Account: 6-1100-412-00-080-0020-532

Service: $ 5.00 /mo (x) 2 months = 10.00 Account: 6-1100-412-00-080-0020-532 619/664

Requisition Total: $149.98 Requisition Number: 304554

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $ _____ /mo (x) ____ months = _____ Account: _____ -532

Total: _____

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

Rosalinda Cantu Rosalinda Cantu 11/14/14

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Unl. Mins Email & Data Unl. + MMS New/M2M/MSG Unl. @ $69.99 + 5.00 = 74.99/mo

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

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/slsg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☑ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

(Office Use) Employee: N/A AS _____ Employee ID# N/A Signature: _____

Department: D.A.'s Office Dept#: 080

Quantity: 1 (956) 929-1970

Service: $ 6.99 /mo (x) 2 months = 139.98 Account: 6-1100-412-00-080-002-0- -532

Service: $ 5.00 /mo (x) 2 months = 10.00 Account: 6-1100-412-00-080-002-0- 532 -619/664

Requisition Total: $ 149.98 Requisition Number: 304554

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $ _____ /mo (x) ____ months = _____ Account: _____ -532

Total: _____

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

Rosalinda Canti Rosalinda Canti 11/14/14

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Unl. Mins. Email & Data Unl + MHS New/M2M/MSF Unl @ $ 69.99 + 5.00 = 74.99 /mo

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

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

Requisition

Req # 00304554

PO #

Date: 08/23/16

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: Hidalgo County District Attorney
100 East Cano
Edinburg Tx 78539

Contact: ANA GALVAN
956-292-7604

Contract No: DIR-TSO-3415

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		STATE OF TEXAS DIR CONTRACT NO. DIR-TSO-3415 EXP: 4/27/2020		
		DO NOT DUPLICATE ORDER		
2.00	MONTH	CO NATIONWIDE UNLIMITED MINS EMAIL & DATA UNL+MHS N&W/M2M/MSG UNL $69.99 - 956-929-1577	69.99	139.98
2.00	MONTH	CO TAXES & FEES	5.00	10.00
2.00	MONTH	CO NATIONWIDE UNLIMITED MINS EMAIL & DATA UNL+MHS N&W/M2M/MSG UNL $69.99 - 956-929-1970	69.99	139.98
2.00	MONTH	EX TAXES AND FEES	5.00	10.00
		Account No	Encumbrance	
		6-1100-412-00-080-002-0-532	299.96	
			Freight	.00
			Total	299.96
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☑ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

(Office Use) Employee: N/A (PS) Employee ID#: N/A Signature: _____

Department: D.A.'s Office Dept#: 080

Quantity: 1 (956) 929-0015

Service: $ 69.99 /mo (x) 2 months = 139.98 Account: 6-1100-412-00-080-013-0- 532

Service: $ 5.00 /mo (x) 2 months = 10.00 Account: 6-1100-412-00-080013-0- 532 ~~619/664~~

Requisition Total: $ 149.98 Requisition Number: 304552

STIPEND

(1) Employee: _____ Employee ID#: _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $ _____ /mo (x) ___ months = _____ Account: _____ -532

Total: _____

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

Rosalinda Cantu Rosalinda Cantu 11/14/14

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Unl. Mms Data & Email Unl. + MHS N&W/424/456 Unl. @ 69.99 + 5.00 = 74.99/mo

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

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☑ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: N/A AS Employee ID# N/A Signature: _____

Department: D.A.'s Office Dept#: 080

Quantity: 1 (956)-929-0125

Service: $69.99/mo (x) 2 months = 139.98 Account: 6-1100-412-00-080-013-0532

Service: $ 5.00/mo (x) 2 months = 10.00 Account: 6-1100-412-00-080-013-0-532 619/664

Requisition Total: $149.98 Requisition Number: 304552

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Total: _____

(2) Elected Official/~~Department Head~~ Authorization for Request:

Rosalinda Cantu Rosalinda Cantu 11/14/16

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Unl. MMS Email & Data Unl. + M4HS
N&W/M2M/M5G Unl. @ 69.99 + 5.00 = 74.99/mo

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

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

Requisition

Req # 00304552

PO #

Date: 08/23/16

Bill To: x
x

Vendor: 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: Hidalgo County District Attorney
100 East Cano
Edinburg Tx 78539

Contact: ANA GALVAN
956-292-7604

Contract No: DIR-TSO-3415

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		STATE OF TEXAS DIR CONTRACT NO. DIR-TSO-3415 EXP: 4/27/2020		
		DO NOT DUPLICATE ORDER		
2.00	MONTH	CO NATIONWIDE UNLIMITED MINS EMAIL & DATA UNL+MHS N&W/M2M/MSG UNL $69.99 - 956-929-0015	69.99	139.98
2.00	MONTH	CO TAXES AND FEES	5.00	10.00
2.00	MONTH	CO NATIONWIDE UNLIMITED MINS EMAIL & DATA UNL+MHS N&W/M2M/MSG UNL $69.99 - 956-929-0125	69.99	139.98
2.00	MONTH	304555 TAXES AND FEES	5.00	10.00
		Account No	Encumbrance	
		6-1100-412-00-080-013-0-532	299.96	
			Freight	.00
			Total	299.96
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☑ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: N/A DJ Employee ID# N/A Signature: _____

Department: D.A.'s office Dept#: 080

Quantity: 1 (956) 929-4459

Service: $69.99/mo (x) 2 months = $139.98 Account: 6-128-412-00-080-012-7-532

Service: $5.00/mo (x) 2 months = 10.00 Account: 6-128-412-00-080-012-7- 532 619/664

Requisition Total: $149.98 Requisition Number: 304550

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Total: _____

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

Rosalinda Canti Rosalinda Canti 11/14/14

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Unl. Mms Email & Data Unl + HHS NEWS/H2H/HSE Unl. @ 69.99 + 5.00 = 74.99/mo

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

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☑ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: N/A Employee ID# N/A Signature: _____

Department: D.A.'s Office Dept#: 080

Quantity: 1 (956) 929-4460

Service: $69.99/mo (x) 2 months = 139.98 Account: 6-1281-412-00-080-012-0-7-532

Service: $5.00/mo (x) 2 months = 10.00 Account: 6-1281-412-00-080-012-0-7-532 -519/664

Requisition Total: $149.98 Requisition Number: 304550

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Total: _____

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

Rosalinda Canti Rosalinda Canti 11/14/16

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Unl. Mins Email & Data Unl. + MHS
N&W/M2M/MSG Unl. @ 69.99 + 5.00 = 74.99 /mo

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

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

Requisition

Req # 00304550

PO #

Date: 08/23/16

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: Hidalgo County District Attorney
100 East Cano
Edinburg Tx 78539

Contact: ANA GALVAN
956-292-7604

Contract No: DIR-TSO-3415

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-TSO-3415 STATE OF TEXAS DIR CONTRACT NO. DIR-TSO-3415 EXP: 4/27/2020		
		DO NOT DUPLICATE ORDER		
2.00	MONTH	CO NATIONWIDE UNLIMITED MINS EMAIL & DATA UNL+MHS N&W/M2M/MSG UNL $69.99 - 956-929-4459	69.99	139.98
2.00	MONTH	EX TAXES & FEES	5.00	10.00
2.00	MONTH	CO NATIONWIDE UNLIMITED MINS EMAIL & DATA UNL+MHS N&W/M2M/MSG UNL $69.99 - 956-929-4460	69.99	139.98
2.00	MONTH	EX TAXES & FEES	5.00	10.00
2.00	MONTH	CO MOBILE BROADBAND UNLIMITED - $ 37.99 956-929-4461	37.99	75.98
2.00	MONTH	CO MOBILE BROADBAND UNLIMITED - $ 37.99 956-587-8183	37.99	75.98
		Account No	Encumbrance	
		6-1281-412-00-080-012-7-532	451.92	
			Freight	.00
			Total	451.92
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☑ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: N/A Ag Employee ID# N/A Signature: _____

Department: D.A.'s Office Dept#: 080

Quantity: 1 (956)-279-8479

Service: $69.99/mo (x) 2 months = 139.98 Account: 6-1223-412-00-080-007-0- -532

Service: $5.00/mo (x) 2 months = 10.00 Account: 6-1223-412-00-080-007-0- ~~-619/664~~ 532

Requisition Total: $149.98 Requisition Number: 304145

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $ _____/mo (x) ____ months = _____ Account: _____ -532

Total: _____

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

Rosalinda Cantu Rosalinda Cantu 11/14/16

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Unl. Mins Email & Data Unl + MHS
NTW/M2M/MSG Unl @ 69.99 + 5.00 = 74.99/mo

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

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☑ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

(Office Use) Employee: N/A AD Employee ID# N/A Signature: _____

Department: D.A.'s Office Dept#: 080

Quantity: 1 (956) 827-9198

Service: $69.99 /mo (x) 2 months = 139.98 Account: 6-1223-412-00-080-007-0-532

Service: $ 5.00 /mo (x) 2 months = 10.00 Account: 6-1223-412-00-080-007-0-~~619/664~~ 532

Requisition Total: $ 149.98 Requisition Number: 304145

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ___ months = _____ Account: _____-532

Total: _____

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

Rosalinda Canti Rosalinda Canti 11/14/14

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Unl. Hrs Email: Data Unl. + MHS
Ntw/ M2M/MSG Unl. 69.99 +5.00 = 74.99/mo.

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

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☑ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: N/A MS Employee ID# N/A Signature: _____

Department: D.A.'s Office Dept#: 080

Quantity: 1 (956) 929-1630

Service: $69.99 /mo (x) 2 months = 139.98 Account: 6-1223-412-00-080-0070-532

Service: $ 5.00 /mo (x) 2 months = 10.00 Account: 6-1223-412-00-080-007-0-532 ~~619/664~~

Requisition Total: $ 149.98 Requisition Number: 304145

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____ /mo (x) ___ months = _____ Account: _____-532

Total: _____

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

Rosalinda Canti Rosalinda Canti 11/14/16

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Unl. Mins Email & Data Unl+MMS

N&W/M241 MSG Unl. @ 69.99 +5.00 = 74.99/mo

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

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☑ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: N/A Employee ID# N/A Signature: _____

Department: D.A.'s office Dept#: 080

Quantity: 1 (956) 929-1648

Service: $69.99/mo (x) 2 months = 139.98 Account: 6-1223-412-00-080-007-0-532

Service: $5.00/mo (x) 2 months = 10.00 Account: 6-1223-412-00-080-007-0-532 ~~619/664~~

Requisition Total: $149.98 Requisition Number: 304145

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $ _____/mo (x) ____ months = _____ Account: _____-532

Total: _____

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

Rosalinda Cantu Rosalinda Cantu 11/14/16

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Unl. Mins Email & Data Unl. MHS N&W/M2M/MSG Unl. @ 69.99 + 5.00 = 74.99/mo

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

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☑ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: N/A AS Employee ID# N/A Signature: _____

Department: D.A's Office Dept#: 080

Quantity: 1 956-587-2017

Service: $69.99/mo (x) 2 months = 139.98 Account: 6-1223-412-00-080-007-0-532

Service: $5.00/mo (x) 2 months = 10.00 Account: 6-1223-412-00-080-007-0-532 ~~619/664~~

Requisition Total: $149.98 Requisition Number: 304145

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Total: _____

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

Rosalinda Cantu Rosalinda Cantu 11/14/16

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Unl. Mins Email & Data Unl+MHS
NEW/M2M/M8G Unl. @ 69.99 + 5.00 = 74.99/mo

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

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

Requisition

Req # 00304145

PO #

Date: 08/15/16

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: Hidalgo County District Attorney
100 East Cano
Edinburg Tx 78539

Contact: ANA GALVAN
956-292-7604

Contract No: DIR-TSO-3415

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-TSO-3415 STATE OF TEXAS DIR CONTRACT NO. DIR-TSO-3415 EXP: 4/27/2020		
		DO NOT DUPLICATE ORDER		
2.00	MONTH	CO NATIONWIDE UNLIMITED MINS EMAIL & DATA UNL+MHS N&W/M2M/MSG UNL $69.99 - 956-279-8479	69.99	139.98
2.00	MONTH	EX TAXES & FEES	5.00	10.00
2.00	MONTH	NATIONWIDE UNLIMITED MINS EMAIL & DATA UNL+MHS N&W/M2M/MSG UNL $69.99 - 956-827-9198	69.99	139.98
2.00	MONTH	TAXES & FEES	5.00	10.00
2.00	MONTH	NATIONWIDE UNLIMITED MINS EMAIL & DATA UNL+MHS N&W/M2M/MSG UNL $69.99 - 956-929-1630	69.99	139.98
2.00	MONTH	TAXES & FEES	5.00	10.00
2.00	MONTH	NATIONWIDE UNLIMITED MINS EMAIL & DATA UNL+MHS N&W/M2M/MSG UNL $69.99 - 956-929-1648	69.99	139.98
2.00	MONTH	TAXES & FEES	5.00	10.00
2.00	MONTH	NATIONWIDE UNLIMITED MINS EMAIL & DATA UNL+MHS N&W/M2M/MSG UNL $69.99 - 956-587-2017	69.99	139.98
2.00	MONTH	TAXES & FEES	5.00	10.00
2.00	MONTH	MOBILE BROADBAND UNLIMITED $37.99 - 956-929-0076	37.99	75.98
2.00	MONTH	MOBILE BROADBAND UNLIMITED $37.99 - 956-929-3654	37.99	75.98
2.00	MONTH	MOBILE BROADBAND UNLIMITED $37.99 - 956-929-3739	37.99	75.98
		Account No	Encumbrance	
		6-1223-412-00-080-007-0-532	977.84	
			Freight	.00
			Total	977.84
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☒ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: N/A Employee ID# N/A Signature: _____

Department: D.A.'s Office Dept#: 080

Quantity: 1 (956)-683-5514

Service: $69.99 /mo (x) 2 months = $139.98 Account: 6-1100-412-00-080-002-0-532

Service: $5.00 /mo (x) 2 months = 10.00 Account: 6-1100-412-00-080-002-0-~~619/664~~ 532

Requisition Total: $149.98 Requisition Number: 304555

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Total: _____

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

Rosalinda Cantu Rosalinda Cantu 11/14/16

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Unl. Mms Email & Data Unl+MHS New/M2M/MSG Unl. @ 69.99 + 5.00 = 74.99/mo

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

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

Requisition

Req # 00304555

PO #

Date: 08/23/16

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: Hidalgo County District Attorney
100 East Cano
Edinburg Tx 78539

Contact: ANA GALVAN
956-292-7604

Contract No: DIR-TSO-3415

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		STATE OF TEXAS DIR CONTRACT NO. DIR-TSO-3415 EXP: 4/27/2020		
		DO NOT DUPLICATE ORDER		
2.00	MONTH	CO NATIONWIDE UNLIMITED MINS EMAIL & DATA UNL+MHS N&W/M2M/MSG UNL $69.99 - 956-683-5514	69.99	139.98
2.00	MONTH	EX TAXES & FEES	5.00	10.00
2.00	MONTH	CO MOBILE BROADBAND UNLIMITED $37.99 - 956-269-2162	37.99	75.98
		Account No	Encumbrance	
		6-1100-412-00-080-002-0-532	225.96	
			Freight	.00
			Total	225.96
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☑ Office Use *or* ☐ Individual	☑ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: N/A Employee ID# N/A Signature: _____

Department: DA'S Office Dept#: 080-013

Quantity: 1

Service: $ 37.99 /mo (x) 1 months = 37.99 Account: 6·1100·412·00·080·013·0 -532

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

Requisition Total: 37.99 Requisition Number: 309305

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $ _____ /mo (x) ____ months = _____ Account: _____ -532

Total: _____

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

Rosalinda Cantu Rosalinda Cantu 11/14/14

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G Mobile Broadband Unl. @ 37.99/mo

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

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

Requisition

Req # 00309305

PO # 752726
Date: 11/04/16

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: Hidalgo County District Attorney
100 East Cano
Edinburg Tx 78539

Contact: VICTOR
956-292-7604

Contract No: DIR-TSO-3415

Special Instructions:
R 159

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-TSO-3415 EXP: 4-27-2020 CC APPROVED 11/1/2016 (AI- 57144)		
		DO NOT DUPLICATE ORDER		
1.00	MONTH	CO 4G MOBILE BROADBAND UNLIMITED @ $37.99 A MONTH	37.99	37.99
		Account No	Encumbrance	
		6-1100-412-00-080-013-0-532	37.99	
			Freight	.00
			Total	37.99
		4G MOBILE BROADBAND		
		THIS ITEM IS GOING TO BE USED BY THE CIVIL LITIGATION DEPARTMENT WHEN NEEDED		
		civil litigation		

Authorized By: _____

verizon

Executive Summary

Prepared by:	
Nilena Lamon	
Verizon Account Manager:	
Carlos Zavala	
Business Name:	
Hidalgo County- District Attorney	
Business Account:	**Next Bill Cycle Date:**
MULTIPLE	Oct 23, 2016

Sep 23, 2016	Aug 23, 2016	Jul 23, 2016
Business ECPD:	**Business Discount:**	
2703147	19%	
Today's Upgrade Date		
November 2, 2016		

Monthly Spending

	Sep '16	Aug '16	Jul '16	Avg
Monthly Access	$1,048.92	$1,277.27	$1,080.46	$1,135.55
Voice	$0.00	$0.00	$0.00	$0.00
Messaging	$0.02	$0.00	$0.00	$0.01
Data	$0.00	$0.00	$0.00	$0.00
International Charges	$0.00	$0.00	$0.00	$0.00
Other Charges & Credits	$0.00	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00	$0.00
Totals*	$1,048.94	$1,277.27	$1,080.46	$1,135.56

Upgrade Eligibility Breakdown

	Now	30 days	60 days	90 days	Beyond
SMARTPHONE	11	-	-	-	1
PHONE	-	-	-	-	-
MBB	5	-	2	-	1
TABLET_NOTEBOOK	-	-	-	-	-
ROUTER	-	-	-	-	-
CONNECTED_DEVICE	-	-	-	-	-
M2M	-	-	-	-	-
TOTAL	16	-	2	-	2

Proposed Monthly Access

Price Plan Description	Count	Allowance (GB)	Total
96346-NATIONWIDE UNLIMITED MINS EMAIL&DATA UNL+MHS N&W/M2M/MSG UNL $69.99	12	-	$689.52
84356 - MOBILE BROADBAND UNLIMITED $37.99 1210	8	-	$303.92
	-	-	$0.00
	-	-	$0.00
	-	-	$0.00
	-	-	$0.00
	-	-	$0.00
	-	-	$0.00
	-	-	$0.00
	-	-	$0.00
	-	-	$0.00
TOTALS	20	-	$993.44
PROPOSED GB POOL		0	
PROPOSED VOICE POOL		0	

12 Month Usage

Cycle	Peak Mins	GB
September-16	3,044	190
August-16	1,697	273
July-16	1,091	522
June-16	1,061	319
May-16	1,283	137
April-16	1,695	137
March-16	1,437	111
February-16	1,158	95
January-16	840	77
December-15	1,304	54
November-15	896	11
October-15	1,048	4

Top Users

MTN	User Name	Avg. GB
956-929-1081	NEW HOTSPOT DA	156
956-929-0076	OFFICE USE M.C.	112
956-269-2162	OFFICE USE	23
956-929-3654	MIFI DATA CARD	17
956-587-8183	NEW JETPACK	4
956-279-8479	DIST ATTY BB BOLD	4
956-929-1630	BB BOLD	4
956-587-2017	NEW LINE	3
956-587-2733	NEW HOTSPOT DA	2
956-929-4461	HIDALGO DA MIFI CARD	2
956-929-4459	HIDALGO DA BLACKBERRY	1
956-827-9198	DIST ATTY BB BOLD	1

0

This will save $120.00 per month or $1,440.00 per year. This does not include taxes, fees, and/or usage charges.

0

0

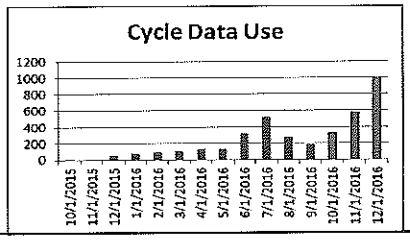
0

-

-

-

This account shows a STRONG increasing usage pattern. The trend indicates a pool size of 859 GB may be sufficent, based on strength and general direction of the trend. Last 3 months on chart are *ESTIMATED forecast based on usage history.



Proprietary and Confidential. This Analysis is provided for use to Verizon Wireless Customers that are in good standing and that are eligible for such Analysis. This Analysis is intended only as a reference and comparison of calling plan optimization and should not be intended as an estimate of future bills. Verizon Wireless is not responsible for errors. Taxes, surcharges and other charges are not included.

Our Surcharges (incl. 2.29% Federal Universal Service (varies quarterly), 5¢ Regulatory & 40¢ Administrative/line/mo., & others by area) are not taxes (details: 1-888-684-1888); gov't taxes and our surcharges could add 6% - 35% to your bill. Activation fees may apply (according to your contract agreement).

IMPORTANT CONSUMER INFORMATION: Subject to Major Account Agmt, Calling Plan & credit approval. Charges up to 45¢/min after allowance. Usage rounded to next full minute. Offers & coverage, which varies by service, not available everywhere. Network details & coverage maps at verizonwireless.com. Nights 9:01pm - 5:59 AM E. (c) 2005 Verizon Wireless

AI-57413 **IT Department** **12. B.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted For: Renan Ramirez, IT DEPARTMENT **Submitted By:** Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Approval to process the following invoice for Information Management Solutions, L.L.C., as a claim with authority for County Treasurer to issue a check after auditing procedures are completed by County Auditor.

Vendor	Invoice	Amount
Information Management Solutions, L.L.C.	#0008096	$7,980.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-415-00-200-002-0-350

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

BUDGETARY IMPACT:

Funds available as of 11/17/2016, through PO # 750743

Attachments

PO#750743

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/17/2016 11:17 AM
Final Approval	Monica Badillo	11/18/2016 05:28 PM
Form Started By: Edna Kirby		Started On: 11/17/2016 10:35 AM
Final Approval Date: 11/18/2016		

COUNTY OF HIDALGO

EDINBURG, TEXAS 78539

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

For faster processing of payment, please resubmit invoice with this page as the cover page. DO NOT REMOVE ANY PAGES ATTACHED.

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** 11/04/2016

TO: EDNA KIRBY **DEPARTMENT:** (200) INFORMATION TECHNOLOGY

FROM: ERIKA ORTIZ **PHONE:** (956)-393-6023 ext 6023

REFERENCE: INFORMATION MANAGEMENT SOLUTIONS, L.L.C. Invoice #0008096

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #0008096*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED - PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- ☐ PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- ☑ AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- ☐ VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- ☐ INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- ☐ SIGNATURE OR DATE NOT PRESENT
- ☐ SYSTEM SHOWS INVOICE PAID
- ☐ INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- ☐ NEEDS APPROVAL OF:
- ☐ NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- ☐ NEEDS CORRECTION(S):
- ☐ NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- ☐ OTHER:
- ☑ COMMENTS / RECOMMENDATION: AS PER CONTRACT PRICING, THE RATE FOR POSTAGE/MAILING DOES NOT MATCH. UNABLE TO PROCESS FOR PAYMENT.

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

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

Information Management Solutions
2416 Brockton #105
San Antonio, TX 78217

Phone #	210-826-4994

Postage Invoice

Date	Postage Invoice #
10/5/2016	0008096

Bill To

Hidalgo Warrant Postage
Renan Ramierz
2818 S Business Hwy 281
Edinburg, TX 78539

A SEPARATE CHECK FOR ALL POSTAGE PAYMENTS IS REQUIRED.

P.O. No.	Terms
	On Receipt

Description	Qty	Rate	Amount
Customer Deposits	20,000	0.399	7,980.00

RECEIVED BY
COUNTY AUDITOR
2016 OCT 11 AM 9 19

Invoice Received By:
Edna Kiley On 10/6/16
Goods/services Received By:
Edna Kiley On 10/5/16
Acct.# 6-1100-415-00-200-002-0-350
PO# 750743

Subtotal	$7,980.00
Sales Tax (0.0%)	$0.00
Total	$7,980.00
Payments/Credits	$0.00
Balance Due	$7,980.00

PLEASE ISSUE A SEPARATE CHECK FOR ALL POSTAGE PAYMENTS.

Thank you for your business.

COUNTY of HIDALGO

Hidalgo County Computer Department
100 N. Closner Blvd.
Edinburg, TX 78539-3587
ph: 956-318-2151
fx: 956-318-2152
webmaster@co.hidalgo.tx.us
www.co.hidalgo.tx.us

EDINBURG, TEXAS 78539

TO: County Auditor, Ray Eufracio

FROM: Renan Ramirez, Chief Information Officer

DATE: October 06, 2016

RE: Copy of Invoice

Please pay from the following copy for Information Management Solutions (0008096) invoice was sent electronic.

If any more information is warranted do hesitate to call Edna Kirby at 956.292.7010 Ext. 6017.

RECEIVED BY
COUNTY AUDITOR
2016 OCT 11 AM 9 19

EXHIBIT B

Bid Page

Hidalgo County

"PRINTING and MAILING of POST CARDS (warrants and/or reminders)"

RFB No.: 2016-236-07-27-SMA

Price For Printing	*Postage*			*Total Price*
Estimated Quantity - 25,000-50,000 (per year) 5.5" x 8.5", bond stock - Weight: 110 lb Thickness- .007" – no more than .016" Black Ink	**Postage is a pass through charge and is not marked up**			
		1st Class (per post card)	Bulk (per post card)	
$ 0.0775 cards	5 digit	$ 0.367	0.0255	
	3 digits	$ 0.274	0.0274	

FOR INTERNAL USE ONLY

COMMODITY CODE 966-Print on demand Printing Services(include print and distrubte services ; 963-57-Postage related purchases, including postage stamps, pre-sort 1st Class Inscriptions, Postage by phone for Meter, etc

****Please provide an explanation of Additional charges that may be incurred:**

None

Bidder(s) commitment to print and deliver mail-out POST CARDS ON A MONTHLY BASIS

YES	Yes
NO	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/15/2016

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	INDEPENDENT INSURANCE CENTER, INC. 1739 CITADEL PLAZA SAN ANTONIO TX 78209
CONTACT NAME:	Amanda Kruizenga
PHONE (A/C, No, Ext):	(210) 821-5080 x119
FAX (A/C, No):	210-805-1290
E-MAIL ADDRESS:	amandak@iicsa.com
INSURED	Information Management Solutions, LLC *** IMS *** 2416 Brockton #105 San Antonio TX 78217-

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Ohio Casualty Insurance Company	24074
INSURER B: Ohio Security Insurance Company	11000
INSURER C: Texas Mutual Insurance Company	22945
INSURER D: Philadelphia Indemnity Insurance Company	18058
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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			BKO 56187209	06/21/2016	06/21/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS [X] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS			BAS 56187209	06/26/2016	06/26/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			SBP0001241688	09/01/2015	09/01/2016	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Cyber Liability: Security Event Costs; Network Security & Privacy; Employee Privacy			PHSD1069159	08/13/2015	08/13/2016	Per Loss or claim Aggregate Limit	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

AI 113556

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/17/2016

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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
INDEPENDENT INSURANCE CENTER, INC.
1739 CITADEL PLAZA
SAN ANTONIO TX 78209

CONTACT NAME: Amanda Kruizenga
PHONE (A/C, No, Ext): (210) 821-5080 x119
FAX (A/C, No): 210-805-1290
E-MAIL ADDRESS: amandak@iicsa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ohio Casualty Insurance Company	24074
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INSURER C : Texas Mutual Insurance Company	22945
INSURER D : Philadelphia Indemnity Insurance Company	18058
INSURER E :	
INSURER F :	

INSURED
Information Management Solutions, LLC
2416 Brockton #105
San Antonio TX 78217-

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			BKO 56187209	06/21/2016	06/21/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X SCHEDULED AUTOS X NON-OWNED AUTOS			BAS 56187209	06/26/2016	06/26/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			SBP0001241688	09/01/2016	09/01/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Cyber Liability: Security Event Costs; Network Security & Privacy; Employee Privacy			PHSD1170862	08/13/2016	08/13/2017	Per Loss or claim Aggregate Limit	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2013 International Conventional 3HAMMAAL3EL477743.

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

AI 121039

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TKD

sy Green

From: Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>
Sent: Thursday, September 15, 2016 9:55 AM
To: sy Green
Cc: Renan Ramirez; Marianella Canton
Subject: Re: RFB No.: 2016-236-07-27-SMA-Hidalgo County-"Printing and Mailing of Post Cards (warrants and/or reminders)AWARD OF BID AND CONTRACT

Good Morning Sy.
I have provided your request to our legal counsel and I have been advised that no amendment or other type action is needed at this time. The documentation provide will suffice and we are okay to proceed with the execution of the contract.

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

Thank you.
ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "sy Green" <sy@totalims.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Cc: "Renan Ramirez" <renan.ramirez@co.hidalgo.tx.us>, "Marianella Canton" <marianella.canton@co.hidalgo.tx.us>
Sent: Wednesday, September 14, 2016 2:57:33 PM
Subject: RE: RFB No.: 2016-236-07-27-SMA-Hidalgo County-"Printing and Mailing of Post Cards (warrants and/or reminders)AWARD OF BID AND CONTRACT

Rocio,
Please accept this formal request to allow for changes to be made on the postage rates in accordance with the US Postal Service current rates. The current rates are attached and can be found on page 12 for First Class commercial rates and page 14 for Standard rates.

I have highlighted the qualifying rates on those pages below.

First-Class Mail – Commercial

First-Class Mail
COMMERCIAL LETTERS & CARDS

Weight Not Over (ounces)	Automation[1]				Machinable	Nonmachinable
	5-Digit	3-Digit	AADC	Mixed AADC	Presorted[2] (B3, B9, D5)	(Broken out separately on Postage Statement)
1	$0.375	$0.399	$0.399	$0.410	$0.452	$0.662

Zimbra renan.ramirez@co.hidalgo.tx.us

RE: Hidalgo Warrant card quote

From : norma <norma@totalims.com> Mon, Sep 12, 2016 02:11 PM
Subject : RE: Hidalgo Warrant card quote IMS
To : Renan Ramirez <renan.ramirez@co.hidalgo.tx.us> 5 attachments
Cc : sy Green <sy@totalims.com>

REQ. 300164

Renan,
Here is your quote for 20,000.
I don't need a separate PO for Postage & Services but they do have to be paid separately.

Postage - due in advance of mailing

Current First class 5-digit and 3-digit rates

First-Class Mail
COMMERCIAL LETTERS & CARDS

Weight Not Over (ounces)	Automation[1] 5-Digit	3-Digit	AADC	Mixed AADC	Machinable Presorted[2] (B3, B9, D5)
1	$0.375	$0.399	$0.399	$0.410	$0.452

Standard Mail
COMMERCIAL LETTERS – CARRIER ROUTE & AUTOMATION

	Entry Discount	Carrier Route[1,2] Saturation	High Density	Plus	High Density	Basic	Automation[1] 5-Digit	3-Digit	AADC	Mixed AADC
Letters weighing	None	$0.194	$0.204		$0.207	$0.289	$0.255	$0.274	$0.274	$0.291

Per	Volume	Charge Per Item	Extended Total
Card	20,000	$0.399	$7,980.00

Hidalgo County Warrant Cards
Mailing Services

Item	Per	Volume	Unit Price	Total
Warrant Cards • Print and mail the card with addressee and sender information according to the variables in the csv file (csv file will be provided to vendor at the time of award) • Bar code the card • Address verification • Return receipt service • Change of Address search (Look up addressee for any change of address information) • Receive electronic comma separated value (csv) file from the County • Size - 5.5" x 8.5" • Color - **Canary Yellow or Green** • Weight - 110#	Card	20,000	$0.0775	$1,550.00
Grand Total				$9,530.00

RECEIVED BY COUNTY AUDITOR 2016 OCT 11 AM 9:19

Thank you,
Norma Piche'
Accountant
IMS (Information Management Solutions)
2416 Brockton Ste 105
San Antonio, TX 78217
Phone: 210-826-4994
Fax: 210-826-2676
Email: norma@totalims.com
@imsprintingandmailing.com

From: Renan Ramirez [mailto:renan.ramirez@co.hidalgo.tx.us]
Sent: Monday, September 12, 2016 10:30 AM

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

September 12, 2016

Thomas Kelly Dowe, Vice President
Information Management Solutions, LLC
2416 Brockton, Suite 105
San Antonio, Texas 78217

Re: C-16-236-08-23-Printing and Mailing of Post Cards-Hidalgo County

Dear Mr. Dowe:

Pursuant to Hidalgo County Commissioners' Court action on, August 23, 2016, the above-referenced project was awarded to Information Management Solution, LLC.

In order to formalize the said agreement, the amendment has been enclosed. Please review the agreement, and if all appears to be in order, please have it executed by the authorized party of your company and return original contract to the undersigned for execution by Hidalgo County.

We respectfully wish to extend our gratitude for your attention in this matter and if you have any questions or concerns in reference to this matter do not hesitate to contact me at (956) 318-2626.

Sincerely,

Rocio Villarreal
Contracts Manager

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
August 23, 2016
9:30 A.M.

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

1. **Roll Call**

   All members of the court were in attendance.

2. **Pledge of Allegiance**

   Judge Garcia led the courtroom in reciting the pledge.

3. **Prayer**

   Mrs. Virginia Townsand led the courtroom in Prayer.

4. **Approval of Consent Agenda**

   Court approved the consent agenda for the exception of Items.2.G., 3.C. and 11.D. to be pulled for discussion.

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

   A. **AI-55827** Proclamation Declaring September as Valley Voter Awareness Month to encourage Hidalgo County residents to register to vote for the November 8, 2016 General Election and to exercise their right to vote with a presentation by AACT NOW.

   On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

   Vote: 5 - 0 - Unanimously

   Mr. Alberto Morales, AACT NOW, encouraged the public to participate in the next election.

B. **AI-55826** Texas VINE Grant:
Discussion, consideration and approval to submit the **FY2016** Texas VINE reimbursement maintenance invoice in the amount of $6,928.83 (Fourth Qtr.) and the Texas Statewide Automated Victim Notification Service (SAVNS) County Verification of Continuing Production Record with the authority for County Judge to sign the required documents.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

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-55848** Presentation of Sole Bid received from "Information Management Solutions" as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County-"Printing and Mailing of Post Cards (warrants and/or reminder) "through project No.: 2016-236-07-27-SMA.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

2. **AI-55994** Presentation of the final form of RFQ packet for the Program Manager in connection with the design and construction of a New Hidalgo County Courthouse [which includes, but is not limited to, the modifications detailed by CC at the meeting of 08-09-16 and incorporated by both Mr. Hawkins and Mr. Comiskey] so as to proceed with advertising of same unless any other changes are requested to any of the components of the packet [i.e. Qualifications, Scope of Services, Requirements, Insurances, Grading Sheets].

Commissioner Cuellar stepped away from the meeting.

Judge Garcia commented that there's still issues regarding this item. One, the certification requirements, the meaning of "local" and the insurance requirements. The judge mentioned that they agreed at a minimum of $5 million with the option of going up to $10 million.

Purchase Order
COUNTY OF HIDALGO

PO# 750743

DATE: 10/03/16

PAGE NO: 1 of 1

PO TYPE:

VENDOR: 392898 REQ: 00306164

PHONE: (210)826-4994

Fax: (210)826-2676 EMAIL:

INFORMATION MANAGEMENT SOLUTIONS, L.L.C.
2416 BROCKTON ST. #105
SAN ANTONIO TX 78217

SHIP TO: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

CONTACT: EDNA KIRBY (956)292-7010

SITE: INFORMATION TECHNOLOGY

CONTRACT NO: C-16-236-08-23

SPECIAL INSTRUCTIONS:

VENDOR NOTES

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

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER C-16-236-08-23 exp. 08/22/17		
20000.00	EACH	CC FIRST-CLASS MAIL COMMERCIAL LETTERS & CARDS	.399	7,980.00
20000.00	EACH	CC MAILING SERVICES WARRANT CARDS PRINT AND MAIL THE CARD, WITH ADDRESSEE AND SENDER INFORMATION ACCORDING TO THE VARIABLES IN THE CSV FILE. (csv file will be provided to vendor at the time of award) BAR CODE THE CARD ADDRESS VERIFICATION RETURN RECEIPT SERVICE CHANGE OF ADDRESS SEARCH (LOOK UP ADDRESSES FOR ANY CHANGE OF ADDRESS INFORMATION). RECEIVE ELECTRONIC COMMA SEPARATED VALUE (CSV) FILE FROM THE COUNTY SIZE: 5.5" X 8.5" COLOR - CANARY YELLOW WEIGHT: 110 LB	.0775	1,550.00
		TOTAL:		9,530.00
		********** For Hidalgo County use only 6-1100-415-00-200-002-0-350 9,530.00		

RECEIVED BY
COUNTY AUDITOR
2016 OCT 11 AM 9 19

Authorized by: Martha L Salazar for

A/P CLERK Signature: ERIKA ORTIZ

Department Name: Hidalgo County Information Technology Department

A/P CLERK Signature:_____

Budget Account No: 6-1100-415-00-200-001-0 / 6-1100-415-00-200-002-0 / 6-1242-412-00-060-001-0

Payment Date:_____

Date Submitted to County Auditor: 10/6/2016

VENDOR NAME	OBJECT NUMBER	INVOICE DATE	INVOICE NUMBER	AMOUNT TOTAL	PURCHASE ORDER#	AUDITOR'S REMARK
INFORMATION MANAGEMENT SOLUTIONS	350	10/5/2016	8096	$7,980.00	750743	

AI-57390 **Urban County** **13. A.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted For: Diana Serna, URBAN COUNTY **Submitted By:** Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Hold a Public Hearing to consider public comments on the Method of Distribution for $4,313,027.00 in Community Development Block Grant Disaster Recovery funding from the Texas General Land Office Community Development and Revitalization Program for housing and non-housing assistance.

BACKGROUND

A Public Hearing will be held on November 22, 2016 at 9:30 A.M. and citizen participation requirements will be met. Hidalgo County Urban County Program has held three (3) Public hearings to receive input on the needs assessment and application to be submitted to the General land Office. No written or oral comments were received.

Fiscal Impact

Attachments

Backup Documentation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/18/2016 08:43 AM
Linda Flores	Linda Flores	11/18/2016 02:46 PM
Final Approval	Monica Badillo	11/18/2016 05:28 PM

Form Started By: Sandra Regalado Started On: 11/16/2016 10:09 AM

Final Approval Date: 11/18/2016

Hidalgo County Urban County Program

One Year Action Plan 2014

2013 Consol. Annual Performance Eval. Report

Urban County Christmas Gift Giving 2011

Approved FHAST Form

Public Notices

FHAST Form Committee

Neighborhood Stabilization Program

Disaster Recovery Program

HPRP Program

HOME Investment Partnership Program

Colonia Self-Help Center Program

ARRA Substantial Amendment

TDRA

Office of Inspector General

Fair Housing/Discrimination Complaint

Urban County Christmas

Section 3

Title VI/Nondiscrimination Plan

Hidalgo County Courthouse
100 N. Closner
Edinburg, Texas 78539

PUBLIC HEARING NOTICE

Click Here to Download the County Method of Distribution for 2015 Floods CDBG-Disaster Recovery Allocation.

Contact
Diana Serna, Director
Email

427 E. Duranta Ave.
Suite 107
Alamo, TX 78516

Ph: (956) 787-8127
Fx: (956) 318-2988

Hours
8:00 am - 5:00 pm
Monday - Friday

PUBLIC HEARING NOTICE
HIDALGO COUNTY URBAN COUNTY PROGRAM

Round 3 Disaster Recovery Funding

Date published: Friday, October 28, 2016

Solicitation for Public Comment

Notice is hereby given that the Hidalgo County – Urban County Program is seeking input on the method of distribution for **$4,313,027.00** in Community Development Block Grant Disaster Recovery Funds. This amount includes **$2,932,858.00** for non-housing and **$1,380,169.00** for housing assistance. UCP will hold a public hearing on the MOD process to receive public comments on the use and distribution of these funds. Additionally, public meetings will be scheduled to receive input on the needs assessment and application to be submitted to the General Land Office (GLO). Written and oral comments regarding the Method of Distribution will be taken at public hearings scheduled for the following dates, times and locations:

Needs Assessment Public Hearing Tuesday, November 1, 2016 from 6:00 to 7:00 p.m. Hidalgo County Precinct No. 1 1902 Joe Stephens Ave., Ste. 101 Weslaco, TX 78599	**Needs Assessment Public Hearing** Wednesday, November 2, 2016 from 6:00 to 7:00 p.m. Hidalgo County Precinct No. 4 1051 N. Doolittle Rd. Edinburg, TX 78542
Needs Assessment Public Hearing Thursday, November 3, 2016 from 6:00 to 7:00 p.m. Hidalgo County Urban County Program 427 E. Duranta Ave., Ste. 107 Alamo, TX 78516	**Public Hearing on Completed MOD** Tuesday, November 22, 2016 at 9:30 a.m. Hidalgo County Commissioners Court 100 E. Cano, 1st Floor Edinburg, TX 78539

The Draft Method of Distribution will be posted on Monday, November 7, 2016 at 5:00 p.m. on the Internet website **https://tx-hidalgocounty.civicplus.com/index.aspx?nid=618** and will be available at

Engage your community - connect to news, events and information you care about. View more information... Sign In

Additional written comments must be received by the Hidalgo County Urban County Program by 12:00 noon on Monday, November 7, 2016 Attn: Diana R. Serna, Executive Director, 427 E. Duranta Avenue, Ste. 107, Alamo, Texas 78516.

The Hidalgo County Urban County Program will provide for reasonable accommodations for persons attending Hidalgo County Urban County Program functions. Requests from persons needing special accommodations should be received by Hidalgo County Urban County Program staff 24-hours prior to the function. The public hearing will be conducted in English and requests for language interpreters or other special communication needs should be made at least 48 hours prior to a function, please call **956-787-8127** for assistance.

Diana R. Serna, Director

Hidalgo County - Urban County Program

427 E. Duranta Avenue, Suite 107

Alamo, Texas 78516

AVISO DE AUDIENCIA PÚBLICA PROGRAMA URBANO DEL CONDADO DE HIDALGO

Ronda 3 de Financiamiento de Recuperación por Desastre

Fecha de publicación: viernes día 28 de Octubre del 2016

Solicitud de Comentarios del Público

Se hace saber que el Programa Urbano del Condado de Hidalgo está solicitando comentarios del método de distribución de **$4,313,027.00** fondos de Desastres de Recuperación bajo el Programa de Desarrollo Comunitario Concesión de Bloque (CDBG). Esta cantidad incluye **$2,932,858.00** por falta de vivienda y **$1,380,169.00** para asistencia de vivienda. UCP llevará a cabo una audiencia pública sobre el proceso de método de distribución (MOD) para recibir comentarios del público sobre el uso y la distribución de estos fondos. Adicionalmente, se programarán reuniones públicas para recibir información sobre la evaluación de las necesidades y la aplicación que se presentará a la Oficina General de Tierras (GLO). Los comentarios escritos y orales en relación con el método de distribución serán tomadas en las audiencias públicas programadas para las siguientes fechas, horarios y lugares:

Audiencia Pública Evaluación de Necesidades Martes, 01 de noviembre del 2016 de 6:00 p.m. a 7:00 p.m. Precinto No. 1 del Condado de Hidalgo 1902 Joe Stephens Ave., Ste. 101 Weslaco, TX 78599	**Audiencia Pública Evaluación de Necesidades** Miércoles, 02 de noviembre del 2016 de 6:00 p.m. a 7:00 p.m. Precinto No. 4 del Condado de Hidalgo 1051 N. Doolittle Rd. Edinburg, TX 78542
Audiencia Pública Evaluación de Necesidades Jueves, 03 de noviembre del 2016 de 6:00 p.m. a 7:00 p.m. Programa Urbano del Condado de Hidalgo 427 E. Duranta Ave., Ste. 107 Alamo, TX 78516	**Audiencia Pública sobre el MOD Completado** Martes, 22 de noviembre del 2016 a las 9:30 a.m. La Corte de Comisionados del Condado de Hidalgo 100 E. Cano, 1st Floor Edinburg, TX 78539

El Proyecto método de distribución será publicada el lunes 7 de noviembre del 2016 a las 5:00 pm en la página de Internet https://tx-

Engage your community - connect to news, events and information you care about. View more information... Sign In

Ste. 107, Alamo, Texas 78516.

Comentarios adicionales escritos deben ser recibidas por el Programa Urbano del Condado de Hidalgo antes de las 12:00 del mediodía el lunes 7 de noviembre del 2016 la atención de: Diana R. Serna, Directora Ejecutiva al 427 E. Duranta Avenue, Ste. 107, Alamo, Texas 78516.

El Programa Urbano del Condado de Hidalgo proveerá para las adaptaciones razonables para las personas que asisten a las funciones del Programa Urbano del Condado de Hidalgo. Las solicitudes de las personas que necesitan adaptaciones especiales deben ser recibidos por el personal del Programa Urbano del Condado de Hidalgo 24 horas antes de la función. La audiencia pública se llevará a cabo en Inglés y solicitudes de intérpretes de lengua u otras necesidades especiales de comunicación debe hacerse por lo menos 48 horas antes de la función, para obtener ayuda por favor llame al 956-787-8127.

Diana R. Serna, Directora Ejecutiva

Program Urbano del Condado de Hidalgo

427 E. Duranta Avenue, Suite 107

Alamo, Texas 78516

2015 Texas Floods and Storms CDBG-DR Allocation

The GLO's Community Development and Revitalization (GLO-CDR) program will oversee administration of $50,696,000 in Community Development Block Grant Disaster Recovery (CDBG-DR) funds provided by the U.S. Department of Housing and Urban Development (HUD) for recovery from the storms and flooding events in 2015. There are 116 Texas counties eligible for recovery funding as a result of receiving a Presidential Disaster Declarations in 2015. Cities, counties, and housing authorities in the declared areas are eligible to apply.

State Action Plan

State Action Plan

Spanish Version of the State Action Plan

The GLO will take comments via USPS mail, fax or email:

Address: Texas General Land Office
Community Development and Revitalization
Attn: Ellen Kinsey
P.O. Box 12873
Austin, TX 78711-2873
Fax: 512-475-5150
Email: **cdr@glo.texas.gov**

Next Steps

- The State Action Plan has been submitted to HUD.
- HUD Most-Impacted Counties (Harris, Hays, Hidalgo, and Travis) will develop County Methods of Distribution.
  - **Harris County Method of Distribution (DRAFT)** - Comment Period Until November 14, 2016 at 5:00 PM
  - **Hidalgo County Method of Distribution** - Draft MOD will be posted on County Website on November 7, 2016 at 5:00 PM
  - **Travis County Method of Distribution (DRAFT)** - Comment Period Until Wednesday, November 2, 2016 at 5:00 PM

Most-Impacted Counties Public Hearing Information

Harris County - Wednesday, November 9, 2016 at 10:30 AM and 6:00 PM at 8410 Lantern Point, Houston, TX 77054

Hidalgo County - Tuesday, November 1, 2016 at 6:00 PM; Wednesday, November 2, 2016 at 6:00 PM; November 3, 2016 at 6:00 PM; and November 22, 2016 at 9:30 AM

Travis County - Tuesday, October 25, 2016 at 9:00 AM at Travis County, Commissioners Courtroom, 700 Lavaca, Austin, TX, 78701

State Action Plan

State Action Plan

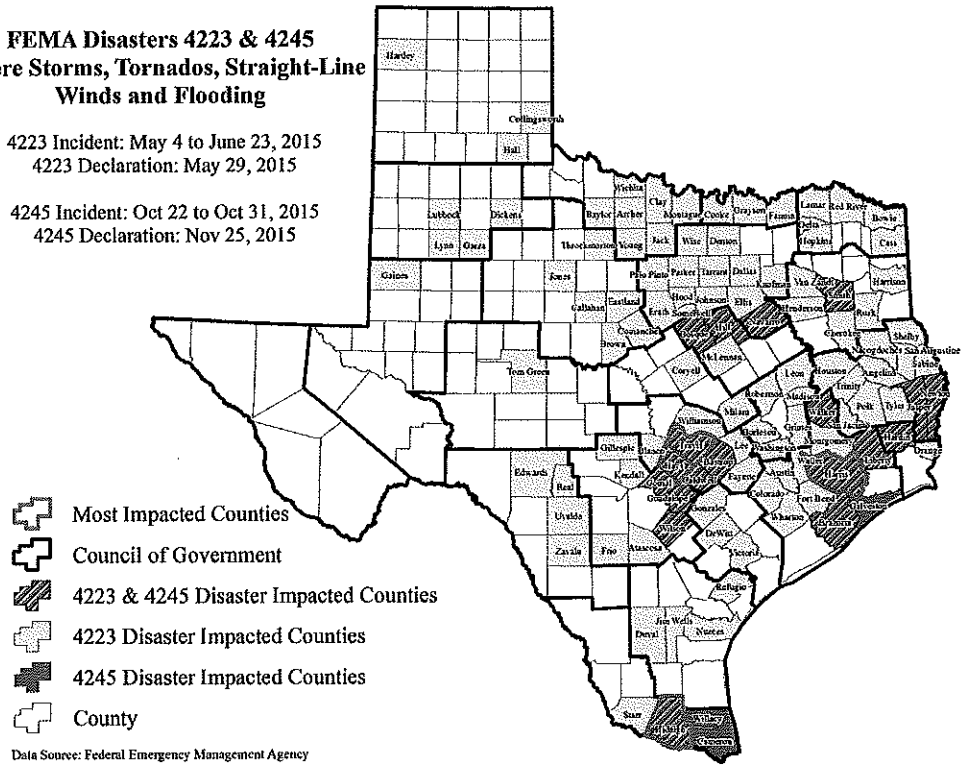
Spanish Version of the State Action Plan

Federal Register

81 FR 39687, Published June 17, 2016

News & Announcements

Commissioner George P. Bush announces release of the GLO's State of Texas Action Plan for



disaster recovery funding (9/1/2016)

Commissioner Bush Expands GLO Disaster Recovery Outreach Effort (5/26/2016)

HUD Awards $142 Million in Disaster Recovery Funds In Texas (2/29/2016)

Disaster Declarations

FEMA-DR-4223: Severe Storms, Tornadoes, Straight-line Winds and Flood from May 4, 2015 - June 23, 2015

FEMA-DR-4245: Severe Storms, Tornadoes, Straight-line Winds and Flood from October 22, 2015 - October 31, 2015

Presidentially Declared Counties

Angelina County	Garza County	Orange County
Archer County	Gillespie County	Palo Pinto County
Atascosa County	Gonzales County	Parker County
Austin County	Grayson County	Polk County
Bastrop County	Grimes County	Real County
Baylor County	Guadalupe County	Red River County
Blanco County	Hall County	Refugio County
Bosque County	Hardin County	Robertson County
Bowie County	Harris County	Rusk County
Brazoria County	Harrison County	Sabine County
Brown County	Hartley County	San Augustine County
Burleson County	Hays County	San Jacinto County
Caldwell County	Henderson County	Shelby County
Callahan County	Hidalgo County	Smith County
Cameron County	Hill County	Somervell County
Cass County	Hood County	Starr County
Cherokee County	Hopkins County	Tarrant County
Clay County	Houston County	Throckmorton County
Collingsworth County	Jack County	Tom Green County
Colorado County	Jasper County	Travis County

AI-57427 **Urban County** **13. B.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request for approval of the Hidalgo County Method of Distribution for 2015 Texas Community Development Block Grant Disaster Recovery funding, and a resolution for authorization to submit the Method of Distribution to the Texas General Land Office.

BACKGROUND

See attached resolution

Fiscal Impact

Attachments

Backup Documentation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/18/2016 08:44 AM
Final Approval	Monica Badillo	11/18/2016 05:28 PM

Form Started By: Sandra Regalado Started On: 11/17/2016 04:06 PM

Final Approval Date: 11/18/2016

RESOLUTION

A RESOLUTION OF THE COMISSIONERS COURT OF THE COUNTY OF HIDALGO, TEXAS AUTHORIZING THE SUBMISSION OF THE METHOD OF DISTRIBUTION (MOD) FOR THE 2015 FLOODS CDBG-DISASTER RECOVERY ALLOCATION BY THE TEXAS GENERAL LAND OFFICE AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN ROUND 3 DISASTER RECOVERY FUNDING.

WHEREAS, the Commissioner's Court of the County of Hidalgo desires to develop viable urban communities including decent housing, suitable living environments and economic opportunities principally for persons of low/moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety of our residents due to the damages sustained from storm and flooding events in 2015,

WHEREAS, disaster recovery supplemental funds are the primary source of funding available for public infrastructure, economic development and housing for the disaster affected areas; and

WHEREAS, it is necessary and in the best interest of the County of Hidalgo to improve infrastructure within the County to provide disaster relief, long-term recovery and restoration of the infrastructure, housing and economic revitalization in areas affected by storm and flooding events in 2015, and

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF HIDALGO, TEXAS:

1. That a Method of Distribution (MOD) for the Hidalgo County 2015 Floods CDBG-Disaster Recovery Allocation is hereby authorized to be filed with the Texas General Land Office

2. That all funds be used for non-housing and housing needs including the improvements of housing for those families affected by the effects of storm and flooding events in 2015

3. That the Commissioners' Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the 2015 Floods CDBG-Disaster Recovery Allocation By The Texas General Land Office

PASSED AND APPROVED THIS _____ DAY OF NOVEMBER 2016

_____

Ramon Garcia, County Judge
Hidalgo County, Texas

ATTEST:

_____

Arturo Guajardo Jr., County Clerk
Hidalgo County, Texas

County Method of Distribution for
2015 Floods CDBG-Disaster Recovery Allocation

Summary Information

Contact Information

County:	**Hidalgo**
Principal Contact Name, Title:	**Ramon Garcia, County Judge, c/o Diana R. Serna, Executive Director**
Principal Contact Telephone:	**(956) 787-8127**
Principal Contact Email:	**countyjudge@co.hidalgo.tx.us, diana.serna@co.hidalgo.tx.us**
Principal Contact Address:	**100 E. Cano St. 2nd Floor**
City, State, Zip:	**Edinburg, TX 78539**

Allocation Summary

County Allocation for All Activities:	**$ 4,313,027**
Housing Activities Total:	**$ 1,380,169**
Non-Housing Activities Total:	**$ 2,932,585**

Citizen Participation

Below is a description addressing how the County complied with the Citizen Participation Plan regarding citizen and non-governmental organization outreach, and any efforts exceeding GLO minimum public participation requirements:

Hidalgo County has conducted three Public Hearings, one in each of the affected Precincts (#1 and #4) and one Public Hearing at the Hidalgo County – Urban County Program office.

Hidalgo County requested written comment for those unable to attend the meetings. No comments were received. Notices for the Public Meetings were advertised in the local newspaper in English and Spanish, the notice was also posted on the Hidalgo County website as well as posted at Hidalgo County Precinct No. 1, Precinct No. 4, Urban County Program offices. The notice was also posted on the TexasRebuilds.org web page (Texas Rebuilds Community Development & Revitalization).

Hidalgo County will utilize the information provided by FEMA to determine the best use of housing funds for residents of the most affected areas. All information pertaining to the MOD will be posted on the Hidalgo County Web site.

First Public Hearing Information

Date/Time: **Tuesday, November 1, 2016** Location: **Hidalgo County Precinct No. 1** - 1902 Joe Stephens Ave., Ste. 101, Weslaco, TX 78599

Attendance: **Staff only (four)**

Personal Notice. As required, personal notice was sent to eligible entities at least **five** days in advance of the public hearing using the following method(s) (at least one must be selected):

	Method	Date Sent	Documentation
☒	Electronic Mail		
☐	Fax		
☐	Hand Delivery		
☐	Certified Mail		

Internet Notice. As required, public notice was distributed on the Internet at least **five** days in advance using the following method:

	Method	Date Published	Documentation
☒	County Website	**October 28, 2016**	

Published Notice. As required, notice of the public hearing was published in at least one regional newspaper at least **three** days in advance. Notice of public hearing was published in the following regional newspaper(s):

	Newspaper Name	Date Published	Documentation
☒	***The Monitor***	**October 28, 2016**	
☐			

Citizen Comment Documentation

☒	The required copy of a sign-in sheet from the public hearing is attached.
☐	A summary of the citizen comments and meeting discussion is attached.

Describe any efforts to notify and accommodate those with modified communication needs, such as posting information and providing interpretive services for other languages.	

Long-Term Planning and Recovery

Below is an explanation of how the region's method of distribution fosters long-term community recovery that is forward-looking and focused on permanent restoration of infrastructure, housing and the local economy.

Due to the limited amount of Disaster Recovery CDBG funding available, the Method of Distribution focused initially on the most affected areas of the County. Discussion amongst themost affected County Precincts resulted in an agreement to prioritize the projects by assisting the most affected areas first. Priority will be established to address key infrastructure systems which will correct damage and alleviate future disasters, particularly flooding. Additionally, the same method of priority will be used for new housing repairs and/or reconstruction. The overall plan is to funnel housing funding into areas that will be improved with the non-housing funds.

Non-Housing Method of Distribution Detail

The County is required to prepare a method of distribution for non-housing activity funds between the eligible entities. The GLO has directed the County to use a direct allocation technique based on objective, verifiable data. The Method of Distribution will identify how it meets benefiting 70% low-to-moderate persons requirement, the entities eligible to serve as grantees and contract with the GLO, supports minimum allocation amounts that help ensure project feasibility, and provides an explanation of the distribution factors selected.

Distribution Factors

The County has selected the following distribution factors:

Distribution Factor*	Weight	Documentation Source	Explanation of Factor Selection and Weighting
Number of Low/Moderate Income Individuals	50	FY 2016 LMISD Data, 2006-2010 American Community Survey	The number of individuals who are low to moderate income as defined by the US Department of Housing and Urban Development. This factor was included because the funds are intended to benefit low to moderate income individuals. It was weighted less heavily than the damage assessment factor because the data was for the entire jurisdiction and is not directly tied to areas affected by the flood.
County Precinct(s) Affected Areas	30	County Drainage District Assessment of Affected Areas	The County is utilizing the "Assessment of affected Areas" to determine the most impacted sections of the County. Additionally, creating a plan to combine funding that will concentrate on one of those areas in an effort to improve both non-houisng and housing projects.
FEMA Verified Loss	20	FIDA 24549 4223 4245 Unmet Needs Hidalgo County	The total value of FEMAVerified Loss by jurisdiction based on aggregation by address. This factor was weighted more heavily because it is tied directly to the areas most impacted.

*Add more rows if needed

All allocations must meet or exceed a floor of $100,000 to help ensure sufficient funds for at least one eligible project.

Eligible Activities

Grantee activities must be specifically related to 2015 disaster(s), and must meet the following criteria:

- Activity must be a CDBG-eligible project;
- Activity must be in response to a 2015 disaster(s)related impact in one of the following ways:
  - Direct verifiable damage from the disaster(s) that requires improvement of conditions, or
  - The facilities must have failed to function in the normal capacity as a result of the disaster(s).
- The County has added a stipulation that projects must meet a regionally-established recovery priority.

The County has addressed prioritization of eligible activities as follows:

☒	The County has chosen not to limit Grantees in the region to projects meeting regional priority activities.		
	-OR-		
☐	The County has limited Grantees in the region to selecting projects meeting the following regional priority activities:		
☐	Water Facilities	☐	Specially Authorized Public Facilities & Improvements
☐	Sewer Facilities	☐	Public Services
☐	Other Public Utilities (gas, et al)	☐	Clearance & Demolition Activities
☐	Street Improvements	☐	Code Enforcement
☐	Flood and Drainage Improvements	☐	Specially Authorized Assistance to Private Utilities
☐	Debris Removal	☐	Economic Development
☐	Community Centers & Emergency Shelters (Existing)	☐	Planning and Urban Environmental Design
☐	Senior Centers	☐	Fire Protection Facilities and Equipment
☐	Parks, Playgrounds and other Recreational Facilities		

Housing Method of Distribution Detail

The County is required to prepare a method of distribution for housing activity funds between the eligible entities. The GLO has directed the County to use a direct allocation technique based on objective, verifiable data, including Needs Assessment data provided by the GLO. The Method of Distribution will identify how it meets benefiting 70% low-to-moderate persons requirement, the entities eligible to serve as grantees and contract with the GLO, supports minimum allocation amounts that help ensure project feasibility, and provides an explanation of the distribution factors selected.

Distribution Factors

The County has selected the following distribution factors:

Distribution Factor*	Weight	Documentation Source	Explanation of Factor Selection and Weighting
County Precinct(s) Affected Areas	50	County Drainage District Assessment of Affected Areas	The County is utilizing the "Assessment of affected Areas" to determine the most impacted sections of the County. Additionally, creating a plan to combine funding that will concentrate on one of those areas in an effort to improve both non-houisng and housing projects.
FEMA Verified Loss	30	FIDA 24549 4223 4245 Unmet Needs Hidalgo County	The total value of FEMAVerified Loss by jurisdiction based on aggregation by address. This factor was weighted more heavily because it is tied directly to the areas most impacted.
Number of Low/Moderate Income Individuals	20	FY 2016 LMISD Data, 2006-2010	The number of individuals who are low to moderate income as defined by the US

		American Community Survey	Department of Housing and Urban Development. This factor was included because the funds are intended to benefit low to moderate income individuals. It was weighted less heavily than the damage assessment factor because the data was for the entire jurisdiction and is not directly tied to areas affected by the flood.

*Add more rows if needed

All allocations must meet or exceed a floor of $500,000 to help ensure sufficient funds for at least one feasible housing program.

Eligible Activities

Grantee activities must be specifically related to 2015 disaster(s), and must meet the following criteria:

- Activity must be a CDBG-eligible project;
- Activity must be in response to a 2015 disaster(s) related impact in one of the following ways:
  - Direct verifiable damage from the disaster(s) that requires improvement of conditions, or
  - The housing replaces units lost or damaged by the disaster(s).

The County has addressed prioritization of eligible activities as follows:

☐	The County has chosen not to limit Grantees in the county to projects meeting regional priority activities.		
	-OR-		
☒	The County has limited Grantees in the region to selecting projects meeting the following regional priority activities:		
☒	Single-family repair and rehabilitation	☐	Multi-family repair and rehabilitation
☐	Single-family replacement	☐	Multi-family replacement
☒	Single-family elevation of homes in flood plains	☐	New Multi-family to replace multi-family stock
☐	Single family relocation from flood plains or identified environmental hazards	☐	Buyouts

Approval and Signatory Authority

A Resolution of the County is attached approving the method of distribution and authorizing its submittal to the Texas General Land Office. I certify that the contents of this document and all related attachments are complete and accurate.

Diana R. Serna
Signature

November 7, 2016
Date

Diana R. Serna
Printed Name

Executive Director
Title

diana.serna@co.hidalgo.tx.us
Email Address

(956)787-8127
Telephone Number

AI-57317 **Elections Administration** **14. A.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted For: Yvonne Ramon, ELECTIONS DEPT.

Submitted By: Carlos Nieto, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

1. Discussion, consideration and action, but not limited to, the Election Updates.
2. Official canvassing of the Election Results for the November 8th 2016 General Election as per Texas Election Code Section 67.003.
3. Official canvassing of the Election Results for the November 8th 2016 Special Election of the Hidalgo County Justice of Peace, Precinct 3, Place 2 as per Texas Election Code Section 67.004.
4. Official canvassing of the Election Results for the November 8th 2016 Special Election for the Creation of a Countywide Hospital District in Hidalgo County as per Texas Election Code Section 67.004.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/10/2016 08:14 AM
Final Approval	Monica Badillo	11/18/2016 05:28 PM
Form Started By: Carlos Nieto		Started On: 11/09/2016 05:17 PM
Final Approval Date: 11/18/2016		

AI-57403 **Planning Department** **15. A.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted For: Flor Castillo, PLANNING DEPT.

Submitted By: Flor Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval with Variance

a. Saldivar Subdivision- Pct. 4 (Aida, Nicolas & Flora P. Saldivar) (Eubanks Road & Monte Cristo Road)
No. of Lots: 4 Single Family
Flood Zone: X (Unshaded)
Drainage: Yes, reconstruction of Eubanks Road side ditch.
ETJ: Yes, approved by City of McAllen
Water: Yes, provided by Sharyland water supply company
Sewer: Yes, OSSF
Paved: Yes, Eubanks Road (No internal streets)

2. Final Approval

a. Amended Minor Plat of RSBR DG (FM 2128) Subdivision- Pct. 4 (Rodney Hamby) (Richardson Road & Alamo Road)
No. of Lots: 1 Commercial
Flood Zone: X (Shaded)
Drainage: Yes, will be provided by onsite drainage detention.
ETJ: Yes, approved by City of Edinburg
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes, Richardson Road (No internal streets)

b. Alma Casandra Estates Subdivision- Pct. 1 (Reynaldo & Alma D. Robles) (Victoria Road & Mile 10 North Road)
No. of Lots: 3 Single Family
Flood Zone: X (Unshaded)
Drainage: Yes, Reconstruction of Victoria Road side ditch
ETJ: Yes, approved by the City of Donna
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes, Victoria Road (No internal streets)

c. Alondra La Blanca Ph. 1 Subdivision- Pct. 4 (Taek & Nancy V. Kim) (F.M. 493 & Mile 15 ½ North Road)
No. of Lots: 29 Single Family
Flood Zone: X (Shaded)
Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch Widening
ETJ: Yes, Approval was not required by the City of Elsa as per City manager.
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes, FM 493 and 1 internal street is paved.

d. Eduardo's Subdivision No. 14 - Pct. 3 (Diana Laura Izaguirre) (Trosper Road & Mile 3)
No. of Lots: 33 Single Family
Flood Zone: C
Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch Widening
ETJ: Yes, approved by the City of Mission
Water: Yes, provided by Sharyland Water Supply
Sewer: Yes, provided by the City of Mission
Paved: Yes, 4 internal streets paved

e. Del Rey Estates Unit 1 Subdivision- Pct. 4 (Kyndel W. Bennett) (Alamo Road [F.M. 907] & Canton Road)
No. of Lots: 44 Single Family, 10 Commercial
Flood Zone: B
Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch widening.
ETJ: Yes, approved by the City of Edinburg
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes, Canton Road, Alamo Road and 3 internal streets paved

f. San Martin No. Subdivision -Pct. 1(Buena Tierra Dev., Inc.) (Canton Road & Val Verde Road[F.M. 1423])
No. of Lots: 67 Single Family
Flood Zone: C
Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch widening.
ETJ: Yes, approved by the City of Donna
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes, Canton Road and 4 internal streets paved

<u>Final Approval With Financial Guarantee</u>
g. G. C. Subdivision- Pct.4 (Gilberto & Maricruz Cantu) (Alberta Road & Raul Longoria Road[F.M. 1426])
No. of Lots: 2 Single Family
Flood Zone: B
Drainage: Yes, reconstruction of Alberta Road side ditch

ETJ: Yes, approved by the City of Edinburg
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, 1 OSSF existing and 1 OSSF escrowed : $1,500.00
Paved: Yes, Alberta Road

3. Reimbursements of Financial Guarantee
a. Falcon's Nest Ph. 1 Subdivision- Pct. 1 (Juan D. Salinas III, Owner) (F.M. 2812 & Kenyon Road)
Reimbursement request: $1,000.00 for installation of 1 OSSF

b. Palace Station Ph. 2 Subdivision- Pct. 4 (Richard A. Garza, President) (Canton Road & Tower Road)
Reimbursement request: $2,000.00 for installation of 2OSSF

c. Little Piece of Texas Subdivision- Pct. 4 (Richard A. Garza, Owner) (S.H. 186 & U.S. Hwy 281)
Reimbursement request: $13,600.00 for installation of 16OSSF

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-211-00-000-018-0-000

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

BUDGETARY IMPACT:
Funding available for reimbursements as of 11/17/2016

Attachments

Saldivar Subd.
Amend. Minor Plat RSBR DG(FM 2128);f
Alma Casandra Est.;f
Alondra La Blanca;f
Eduardo's No. 14;f
Del Rey Est.;f
San Martin no.1;f
G.C.;f
Falcon's Nest;reimb.
Palace Station2;reimb
Little Piece of Texas;reimb.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/16/2016 04:46 PM
Final Approval	Monica Badillo	11/18/2016 05:28 PM

Form Started By: Flor Castillo Started On: 11/16/2016 04:23 PM
Final Approval Date: 11/18/2016

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: 11-22-2016

PROPOSED **SALDIVAR** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **URBAN INFRASTRUCTURE GROUP, INC.** DEVELOPER: **AIDA SALDIVAR LUJAN, NICOLAS SALDIVAR AND FLORA PULIDO SALDIVAR**

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

NUMBER OF LOTS: **4** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **WEST OF N. EUBANKS ROAD, APPROXIMATELY ½ MILE NORTH OF MONTE CRISTO ROAD (F.M. 1925)**

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

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **10-11-2016** PROPERTY LIES WITHIN FLOOD ZONE: **" X (UNSHADED) "** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE WILL BE ACCOMPLISHED BY RECONSTRUCTED ROAD SIDE DITCH OF EUBANKS ROAD.**

ROAD R.O.W. DEDICATION: **20.00 FEET TO NORTH EUBANKS ROAD.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **02-03-2016** By, **JOSE OCHOA, PCT. 4** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **10-18-2016** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **CRAIG GONZALEZ**

WATER SERVICE PROVIDER: **SWSC** LINE SIZE: **4"** LOCATION: **WEST SIDE OF EUBANKS ROAD.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **11-04-2016** : 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.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: _____, __

VARIANCE REQUEST: **VARIANCE REQUEST FROM THE HIDALGO COUNTY SUBDIVISION RULES, TITLE B, CHAPTER 2.8 SECTION B. "BLOCKS AND LOTS"**

STAFF RECOMMENDS:

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

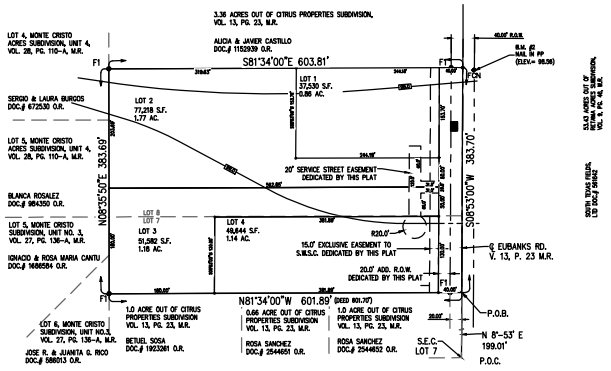
☐ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

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

SALDIVAR SUBDIVISION PRELIMINARY PLAT

BEING A 5.31 ACRE TRACT OF LAND OUT OF LOTS SEVEN (7) AND EIGHT (8), CITRUS PROPERTIES SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP THEREOF RECORDED IN VOLUME 13, PAGE 23 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS



BASIS OF BEARING IS THE EAST SIDE LINE OF LOTS 4 AND 5, MONTE CRISTO ACRES SUBDIVISION UNIT No.4, V. 28, P. 110-A, M.R., HIDALGO COUNTY, TEXAS.

GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE DESIGNATION: ZONE "X" (UNSHADED)
ZONE "X" (UNSHADED) AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN COMMUNITY PANEL No. 480334 0205 D, REVISED JUNE 6, 2000, REVISED MAY 17, 2000 BY LOMR.
2. MINIMUM BUILDING SETBACK LINES SHALL BE AS FOLLOWS:
FRONT: 45.00 FEET OR EASEMENT, WHICHEVER IS GREATER
REAR: 10.00 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT, WHICHEVER IS GREATER
GARAGE: 18.00 FEET OR EASEMENT, WHICHEVER IS GREATER
3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR SALES. (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. NO COMMERCIAL USE SHALL BE ALLOWED ON EACH LOT.
4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE 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 OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED 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. THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. @ CITY OF MCALLEN BENCHMARK (MC50) LOCATED NEAR TO INTERSECTION OF MILE 11 NORTH ROAD AND HOBBS ROAD. (ELEVATION=98.84)
B.M. @ 66-S RAIL IN THE WEST SIDE OF POWER POLE LOCATED 18 FEET EAST AND 4 FEET SOUTH OF THE NORTHEAST CORNER OF THIS 5.31 ACRE TRACT. (ELEVATION=98.58)
6. 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.
7. 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 CLEARLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
8. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT #1 AND THE CITY OF MCALLEN REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO RETAIN A TOTAL OF 2.84 ACRE FEET OF STORM WATER RUNOFF.
9. EACH PURCHASE 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. 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 25,000 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSES HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS 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.
11. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
12. ADA SALDIVAR LUJAN, NICOLAS SALDIVAR, AND FLORA PULIDO SALDIVAR, THE OWNER AND SUBDIVIDER OF SALDIVAR 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.
13. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE COVER OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 6.00 SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES APPENDIX 23-A.
14. THE DEVELOPER SHALL BE RESPONSIBLE TO RETAIN AND ACCOMMODATE WITHIN THAN THE DETAINED VOLUME SHOWN ABOVE F. F. 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.
15. 4 FT. WIDE MINIMUM SIDEWALK IS REQUIRED ON N. EUBANKS ROAD.
16. 6 FT. OPAQUE BUFFER IS REQUIRED FROM ADJACENT/BETWEEN MULTI-FAMILY RESIDENTIAL AND COMMERCIAL OR INDUSTRIAL ZONES/USES.
17. 8 FT. MASONRY WALL IS REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL, OR MULTI-FAMILY RESIDENTIAL ZONES/USES.
18. THE PROPERTY OWNERS BY THIS SUBDIVISION PLAT IS SUBJECT TO THAT ONE CERTAIN COVENANT AGAINST REAL PROPERTY BETWEEN ADA SALDIVAR, NICOLAS SALDIVAR, & FLORA PULIDO SALDIVAR AND THE CITY OF MCALLEN EXECUTED ON ____ AND RECORDED IN THE FOLLOWING INSTRUMENT _____ OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

LEGEND
S – SET 1/2" DIAMETER IRON ROD
F1 – FOUND 1/2" DIAMETER IRON ROD
R.O.W. – RIGHT-OF-WAY
E.O.A. – EDGE OF ASPHALT
CONC. – CONCRETE
CVRD. – COVERED
-x-x-x- – 4' HOGWIRE FENCE
-XX-XX- – 6' CHAINLINK FENCE
M.R. – MAP RECORDS
D.R. – DEED RECORDS
O.R. – OFFICIAL RECORDS
S.E.C. – SOUTHEAST CORNER

NOTE: UNLESS NOTED, 1/2" DIA. IRON RODS SET AT ALL LOT CORNERS.

SCALE: 1"=100'

BASIS OF BEARING IS THE EAST LINE OF LOTS 4 AND 5 MONTE CRISTO ACRES SUB. UNIT No.4 V. 28 P. 110-A M.R. HIDALGO COUNTY TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

OWNERS DEDICATION, CERTIFICATION, AND ATTESTATION

WE, ADA SALDIVAR LUJAN, NICOLAS SALDIVAR, AND FLORA PULIDO SALDIVAR, AS OWNERS OF THE 5.31 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SALDIVAR SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, 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 CONNECTIONS TO THE LOT(S) MEET OR WILL MEET MINIMUM STATE STANDARDS.

(B) SANITARY SEWER CONNECTIONS TO THE LOT(S) OR SEPTIC TANKS MEET OR WILL MEET MINIMUM STATE STANDARDS.

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT(S) MEET OR WILL MEET MINIMUM STATE STANDARDS.

(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOT(S) MEET OR WILL MEET MINIMUM STATE STANDARDS.

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

BY: ADA SALDIVAR LUJAN DATE
16805 N. EUBANKS RD.
EDINBURG, TX 78541
(956) 221-6027

BY: NICOLAS SALDIVAR DATE
16809 N. EUBANKS RD.
EDINBURG, TX 78541

BY: FLORA PULIDO SALDIVAR DATE
16809 N. EUBANKS RD.
EDINBURG, TX 78541

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ADA SALDIVAR LUJAN, NICOLAS SALDIVAR, AND FLORA PULIDO SALDIVAR, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20__.

NOTARY PUBLIC

MY COMMISSION EXPIRES_____.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF SALDIVAR SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ENVIRONMENTAL HEALTH DEPARTMENT ON_____, 20__.

ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

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

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF SALDIVAR SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON_____.

HIDALGO COUNTY JUDGE DATE

HIDALGO COUNTY CLERK DATE

STATE OF TEXAS
COUNTY OF HIDALGO

CITY OF MCALLEN MAYORS CERTIFICATION

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

MAYOR, CITY OF MCALLEN

STATE OF TEXAS
COUNTY OF HIDALGO

CERTIFICATION BY THE CHAIRMAN OF THE COMMISSION

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

CHAIRMAN, PLANNING AND ZONING COMMISSION

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

SANTA CRUZ IRRIGATION DISTRICT No.15
CERTIFICATE OF PLAT APPROVAL

THIS PLAT WAS APPROVED BY SANTA CRUZ IRRIGATION DISTRICT No.15 ON

THIS _____ DAY OF _____, 20__.

1. NO IMPROVEMENTS SHALL BE PLACED ON ANY DISTRICT EASEMENT OR RIGHT-OF-WAY.

DISTRICT MANAGER DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, CRAIG A. GONZALEZ, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

CRAIG A. GONZALEZ DATE
LICENSED PROFESSIONAL ENGINEER No. 99268
FIRM NO. F-13094

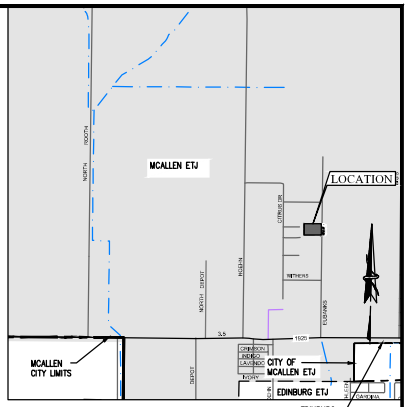
FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON _____AT_____A.M./P.M.

INSTRUMENT NUMBER_____.

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____, DEPUTY CLERK



LOCATION MAP
SCALE: 1"=2000'

SALDIVAR SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No.4 IN THE SOUTH CENTRAL PART OF HIDALGO COUNTY AT A DISTANCE APPROXIMATELY 1,480 FEET NORTH OF THE INTERSECTION OF NORTH EUBANKS ROAD AND MONTE CRISTO ROAD (FM 1925). A NEARBY MUNICIPALITY IS THE CITY OF MCALLEN WITH A POPULATION OF 128,877 ACCORDING TO THE 2010 U.S. CENSUS. THE SUBDIVISION IS WITHIN THE CITY OF MCALLEN ETJ.

METES & BOUNDS LEGAL DESCRIPTION:

A 5.31 ACRE TRACT OF LAND OUT OF LOTS SEVEN (7) AND EIGHT (8), CITRUS PROPERTIES SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP THEREOF RECORDED IN VOLUME 13 PAGE 23 OF THE MAP RECORDS OF SAID COUNTY; SAID 5.31 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT SEVEN (7), THENCE WITH THE EAST LINE OF SAID LOT, THE CENTERLINE OF EUBANKS ROAD, NORTH 08°-53' EAST 199.01 FEET TO THE SOUTHEAST CORNER HEREOF AND PLACE OF BEGINNING;

THENCE WITH THE NORTH LINE OF BETUEL SOSA'S TRACT DESCRIBED IN DOCUMENT NUMBER 1923261 OFFICIAL RECORDS, NORTH 81°-34' WEST, AT 25.00 FEET FOUND A ONE-HALF (½) INCH DIAMETER IRON ROD AT THE WEST RIGHT OF WAY OF EUBANKS ROAD, AT 601.89 FEET IN ALL (DEED: 601.70 FEET) TO A ONE-HALF (½) INCH DIAMETER IRON ROD FOUND FOR THE SOUTHWEST CORNER HEREOF;

THENCE WITH THE EAST LINE OF MONTE CRISTO ACRES SUBDIVISION UNIT NO. 4 RECORDED IN VOLUME 28 PAGE 110-A AND MONTE CRISTO ACRES SUBDIVISION UNIT NO. 3 RECORDED IN VOLUME 27 PAGE 136-A MAP RECORDS, NORTH 08°-35'-50" EAST, AT 130.99 FEET PASS THE SOUTH LINE OF LOT 8, THE NORTH LINE OF LOT 7, AT 383.69 FEET IN ALL TO A ONE-HALF (½) INCH DIAMETER IRON ROD FOUND FOR THE NORTHWEST CORNER HEREOF;

THENCE WITH THE SOUTH LINE OF ALICIA CASTILLO'S TRACT DESCRIBED IN DOCUMENT NUMBER 1152939 OFFICIAL RECORDS, SOUTH 81°-34' EAST, AT 583.81 FEET FOUND A ONE-HALF (½) INCH DIAMETER IRON ROD AT THE WEST RIGHT OF WAY OF SAID ROAD, AT 603.81 FEET IN ALL TO A CONCRETE NAIL FOUND FOR THE NORTHEAST CORNER HEREOF;

THENCE WITH THE EAST LINE OF SAID LOTS, THE CENTERLINE OF EUBANKS ROAD, SOUTH 08°-53' WEST 383.70 FEET TO THE PLACE OF BEGINNING, CONTAINING FIVE AND THIRTY-ONE HUNDREDTHS (5.31) ACRES, MORE OR LESS;

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, PABLO PENA III, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

PABLO PENA III DATE
R.P.L.S. No. 5242
FIRM No. 10087200

DATE OF PREPARATION: 05-02-2016

INDEX TO SHEETS OF SALDIVAR SUBDIVISION PRELIMINARY PLAT

1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS; OWNERS DEDICATION, CERTIFICATION & ATTESTATION; ENGINEER'S & SURVEYOR'S CERTIFICATION; HIDALGO COUNTY CERTIFICATION OF PLAT APPROVAL; CITY OF MCALLEN MAYOR'S CERTIFICATION OF PLAT APPROVAL; CITY OF MCALLEN PLANNING AND ZONING COMMISSION CERTIFICATION OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATION OF THE PRECINCT THE PROJECT IS SITUATED; COUNTY CLERK'S RECORDING CERTIFICATION; SANTA CRUZ IRRIGATION DISTRICT No. 15 APPROVAL; HIDALGO COUNTY DRAINAGE DISTRICT No.1 APPROVAL; HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATION.
2	WATER DISTRIBUTION AND SANITARY SEWER MAP, ENGINEERING REPORT INCLUDING DESCRIPTION OF WATER AND WASTEWATER AND ENGINEERING CERTIFICATION, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND ENGINEERING CERTIFICATION;SUBDIVIDER CERTIFICATE AND STATEMENT; MAP OF UTILITIES, BUILDING SITE PLAN, TOPOGRAPHY AND DRAINAGE; REVISION NOTES.

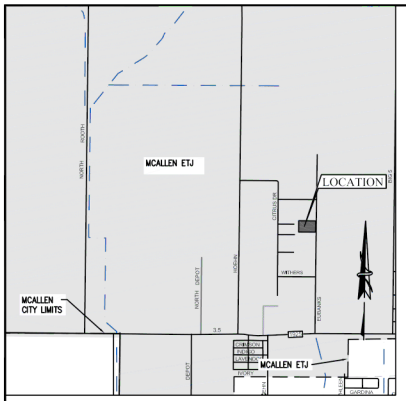
URBAN INFRASTRUCTURE GROUP, INC.
407 N. SALINAS BLVD.
PO BOX 729
DONNA, TEXAS 78537
(956) 464-4710
TBPE FIRM NO. F-13094 WWW.UIGTEXAS.COM

THIS DOCUMENT IS RELEASED FOR INTERIM REVIEW ONLY UNDER AUTHORITY OF CRAIG A. GONZALEZ, P.E., (NO. 99268) ON 09/26/16 AND IS NOT TO BE USED FOR BIDDING OR CONSTRUCTION.

PRINCIPAL CONTACTS		ADDRESS	PHONE
OWNER:	ADA SALDIVAR LUJAN ET AL	16805 N. EUBANKS RD., EDINBURG, TEXAS 78541	(956) 221-6027
ENGINEER: URBAN INFRASTRUCTURE GROUP, INC.	CRAIG A. GONZALEZ	407 N. SALINAS BLVD., DONNA, TEXAS 78537	(956) 464-4710
SURVEYOR: PENA ENGINEERING & SURVEYING, INC.	PABLO PENA III	1001 WHITEWING AVE., MCALLEN, TEXAS 78501	(956) 682-5812

No.	REVISION	DATE	APPROVED

SALDIVAR SUBDIVISION PRELIMINARY PLAT



LOCATION MAP
SCALE: 1"=2000'

DRAINAGE REPORT FOR SALDIVAR SUBDIVISION

INTRODUCTION

THE PROPOSED SALDIVAR SUBDIVISION INCLUDES 4 RESIDENTIAL LOTS ON A 5.31-ACRE TRACT (4.95 ACRES NET AREA) COMPOSED OF TWO EXISTING ADJACENT RESIDENTIAL TRACTS (4.31 ACRES AND 1.00 ACRE). THE PROPERTY IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION (ET.J) OF THE CITY OF MCALLEN ON THE WEST SIDE OF EUBANKS RD. APPROXIMATELY 3,480 FEET NORTH OF THE INTERSECTION WITH MONTE CRISTO RD. (FM 1925).

FLOODPLAIN INFORMATION

THE PROPERTY DOES NOT CONTAIN FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) SPECIAL FLOOD HAZARD AREAS (SFHA). THE SALDIVAR SUBDIVISION IS LOCATED WITHIN FEMA COMMUNITY PANEL NO. 480334 0325 D, MAP REVISED JUNE 6, 2000, AND REVISED TO REFLECT LOMR DATED MAY 17, 2001. THE PROPERTY IS LOCATED WITHIN A FEMA ZONE X (UNSHADED) DEFINED AS AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.

SOIL SURVEY

THE SOIL ON THE PROPERTY IS 5.5% BRENNAN FINE SANDY LOAM, 0 TO 1 PERCENT SLOPES (MAP SYMBOL 3), 66.6% HIDALGO SANDY CLAY LOAM, 0 TO 1 PERCENT SLOPES (MAP SYMBOL 28), 26.9% RACOMBES SANDY CLAY LOAM (MAP SYMBOL 48), AND 1.1% RIO CLAY LOAM (MAP SYMBOL 60) AS INDICATED IN THE USDA NATURAL RESOURCES CONSERVATION SERVICE (NRCS) WEB SOIL SURVEY.

HYDROLOGY

STORMWATER GENERALLY FLOWS FROM THE SOUTHWEST TO THE NORTHEAST ON THE TRACT. THE 1.00-ACRE TRACT HAS AN EXISTING SINGLE-FAMILY DETACHED HOUSE WITH A CONCRETE DRIVEWAY, AND THE 4.31-ACRE TRACT HAS AN EXISTING SINGLE-FAMILY DETACHED HOUSE WITH A CALICHE DRIVEWAY. THE COMBINED 5.31-ACRE TRACT WILL BE SUBDIVIDED INTO 4 LOTS. THE EXISTING TWO RESIDENCES WILL REMAIN ON SEPARATE LOTS, AND ONE SINGLE-FAMILY DETACHED HOUSE IS PROPOSED IN EACH OF THE REMAINING 2 LOTS. AN ASPHALT SERVICE STREET IS ALSO PROPOSED.

THE EXISTING PEAK 10-YEAR FLOW RATE IS APPROXIMATELY 7.34 CFS, AND THE PROPOSED PEAK 10-YEAR FLOW RATE IS APPROXIMATELY 7.91 CFS; THAT IS AN INCREASE OF 0.57 CFS. THE EXISTING PEAK 50-YEAR FLOW RATE IS APPROXIMATELY 9.18 CFS, AND THE PROPOSED 50-YEAR PEAK FLOW RATE IS APPROXIMATELY 9.89 CFS; THAT IS AN INCREASE OF 0.71 CFS.

DETENTION

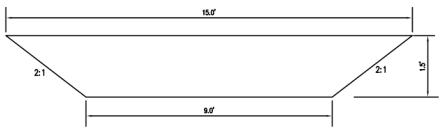
THE REQUIRED DETENTION VOLUME TO CONTAIN THE 50-YEAR FREQUENCY STORM EVENT WITH PROPOSED IMPROVEMENTS WHILE RELEASING AT THE EXISTING 10-YEAR FREQUENCY STORM EVENT RATE IS APPROXIMATELY 2,844 CF OR 0.07 ACRE-FOOT. THREE CONNECTED TRAPEZOIDAL DETENTION PONDS ARE PROPOSED; THE DIMENSIONS ARE A TOP WIDTH OF 15 FT. WITH A BOTTOM WIDTH OF 9 FT. AND DEPTH OF 1.5 FT. WITH SLOPE OF 2:1. THE SUM OF THE LENGTHS IS 158 FT. FOR A TOTAL DETENTION VOLUME OF 2,844 CF.

THE DETENTION PONDS WILL DRAIN INTO THE ROADSIDE SWALE ALONG EUBANKS RD. THE DRAINAGE INITIALLY FLOWS TO THE NORTH IN THE ROADSIDE SWALE, BUT IT APPEARS TO FLOW OVERLAND IN THE SOUTHEAST DIRECTION DURING A SIGNIFICANT RAINFALL EVENT TOWARD MONTE CRISTO RD. THE DRAINAGE THEN FLOWS EASTWARD TO THE NORTH MAIN DRAIN III VIA THE MONTE CRISTO RD. ROADSIDE SWALE.

STATE OF TEXAS
CRAIG A. GONZALEZ
99268
LICENSED PROFESSIONAL ENGINEER

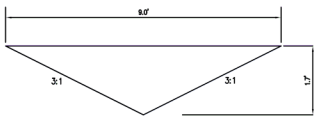
09/26/2016

CRAIG A. GONZALEZ — DATE
LICENSED PROFESSIONAL ENGINEER NO. 99268



POND LENGTH = 158 LF
POND VOLUME = 2,844 C.F.

DETENTION POND CROSS SECTION
N.T.S.



SWALE LENGTH = 383.70'
SWALE VOLUME = 2,935 C.F.

ROADSIDE SWALE REGRADE CROSS SECTION
N.T.S.

CONSTRUCTION COST ESTIMATE FOR

WATER IMPROVEMENTS	$ _____
OSSF IMPROVEMENTS	$ 3,000.00
DRAINAGE IMPROVEMENTS	$ _____
PAVING IMPROVEMENTS	$ _____
TOTAL	$ _____

SUBDIVIDER CERTIFICATION:

1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (A) WATER 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.

2.- WE, AIDA SALDIVAR LUJAN, NICOLAS SALDIVAR, AND FLORA PULIDO SALDIVAR, SUBDIVIDERS OF SALDIVAR SUBDIVISION, HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND 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 SAID SUBDIVISION TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE, COUNTY, AND CITY REGULATIONS.

AIDA SALDIVAR LUJAN

NICOLAS SALDIVAR

FLORA PULIDO SALDIVAR

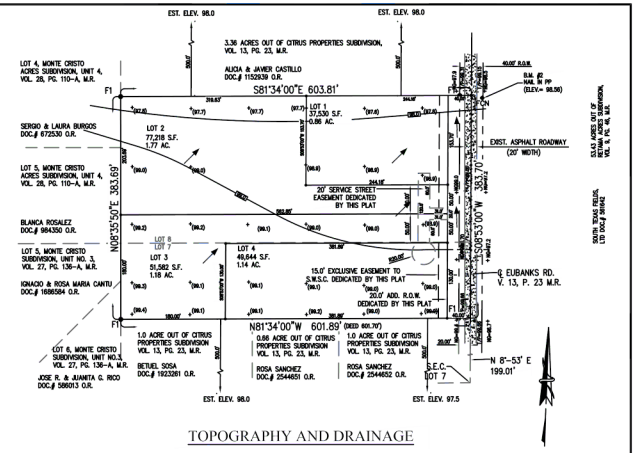
STATE TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED AIDA SALDIVAR LUJAN, NICOLAS SALDIVAR, AND FLORA PULIDO SALDIVAR KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____.

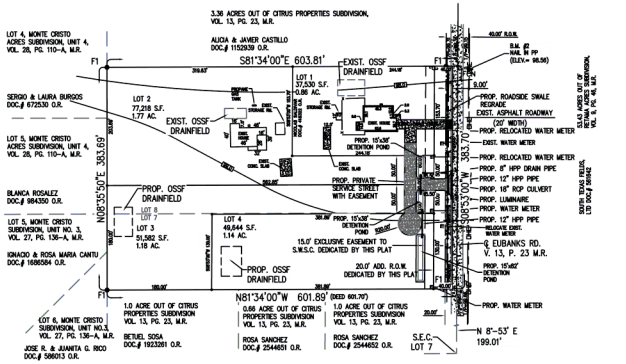
NOTARY PUBLIC

URBAN INFRASTRUCTURE GROUP, INC.
407 N. SALINAS BLVD.
PO BOX 729
DONNA, TEXAS 78537
(956) 464-4710
TBPE FIRM NO. F-13094 WWW.UIGTEXAS.COM



TOPOGRAPHY AND DRAINAGE

SCALE:1"=100'



SITE PLAN

LEGEND
S - SET 1/2" DIAMETER IRON ROD
F1 - FOUND 1/2" DIAMETER IRON ROD
R.O.W. - RIGHT-OF-WAY
E.O.A. - EDGE OF ASPHALT
CONC. - CONCRETE
CVRD. - COVERED
-x-x- - 4' HOGWIRE FENCE
-xx-xx- - 6' CHAINLINK FENCE
M.R. - MAP RECORDS
D.R. - DEED RECORDS
O.R. - OFFICIAL RECORDS
S.E.C. - SOUTHEAST CORNER

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DATE OF PREPARATION: 05-02-2016

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No.	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS		ADDRESS	PHONE
OWNER:	AIDA SALDIVAR LUJAN ET AL.	16805 N. EUBANKS RD., EDINBURG, TX 78541	(956) 221-6027
ENGINEER: URBAN INFRASTRUCTURE GROUP INC.	CRAIG GONZALEZ, P.E.	407 N. SALINAS BLVD., DONNA, TX 78537	(956) 464-4710
SURVEYOR: PENA ENGINEERING & SURVEYING INC.	PABLO PENA III	1001 WHITEWING AVE., MCALLEN, TX. 78501	(956) 682-8812

SandraPC – File: V:\111200 Saldivar Subd\2-PLAT SHEET.dwg

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: 11-22-2016

PROPOSED **AMENDED MINOR PLAT OF RSBR DG (FM 2128)** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **MELDEN & HUNT, INC.** DEVELOPER: **RODNEY HAMBY**

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

NUMBER OF LOTS: ___☐*SINGLE FAMILY ___☐*MULTI-FAMILY **1** ☒COMMERCIAL ___☐INSTITUTIONAL

LOCATION DESCRIPTION: **NORTH OF RICHARDSON ROAD, APPROXIMATELY ¼ MILE WEST OF ALAMO ROAD[F.M. 907].**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **EDINBURG** *and was approved administratively by said City.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **10-25-2016** PROPERTY LIES WITHIN FLOOD ZONE: **" X "** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE WILL BE ACCOMPLISHED BY ONSITE DRAINAGE DETENTION.**

ROAD R.O.W. DEDICATION: **10.00 FEET ONTO RICHARDSON ROAD.**

H.C.R.O.W. FINAL APPROVAL DATE: **3-02-2016** By, **JOSE OCHOA, PCT. 4** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **3-08-2016** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒OSSF WILL BE INSTALLED AT BUILDING PERMIT STAGE.

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **6"** LOCATION: **SOUTHSIDE OF RICHARDSON ROAD**

H.C.O.E.C. FINAL APPROVAL DATE: **3-02-2016** : By **MARTIN RAMIREZ** Environmental Compliance Coordinator

☒**SMALL CONSTRUCTION**

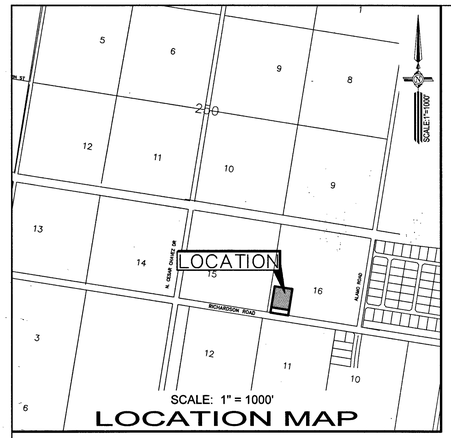
The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

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

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

AMENDED RSBR DG (FM 2128) SUBDIVISION IS LOCATED IN THE CENTRAL PART OF HIDALGO COUNTY AND ON THE NORTH SIDE OF FM 2128 (RICHARDSON STREET), AND 1/4 MILE EAST FROM N. CESAR CHAVEZ DRIVE. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG. RSBR DG (FM 2128) SUBDIVISION FALLS WITHIN 1 MILE E.T.J. OF CITY OF EDINBURG. THIS SUBDIVISION FALLS WITHIN PRECINCT 4.
EDINBURG POPULATION IS 77,100 ACCORDING TO THE 2010 US CENSUS.

AMENDED
MINOR PLAT OF
RSBR DG (FM 2128) SUBDIVISION

BEING A RE-SUBDIVISION OF
1.607 ACRES (70,000.28 S.F.)
OUT OF LOT 16, SECTION 250,
TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY
AS RECORDED IN VOLUME 1, PAGE 16, H.C.M.R.
(PREVIOUSLY) RSBR DG (FM 2128) SUBDIVISION
AS RECORDED IN
DOCUMENT NUMBER 2709536, H.C.M.R.
HIDALGO COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION:

A TRACT OF LAND CONTAINING 1.607 ACRES [70,000.28 SQUARE FEET] SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OUT OF LOT 16, SECTION 250, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGE 16, HIDALGO COUNTY MAP RECORDS, PREVIOUSLY KNOWN AS RSBR DG (FM 2128) SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED UNDER DOCUMENT NUMBER 2709536, HIDALGO COUNTY OFFICIAL RECORDS, SAID 1.607 ACRES [70,000.29 SQUARE FEET] (PREVIOUSLY KNOWN AS LOT 1) BEING CONVEYED TO RSBR INVESTMENTS, LLC, BY VIRTUE OF A WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2717896, SAID 1.607 ACRES [70,000.28 SQUARE FEET] (PREVIOUSLY KNOWN AS LOT 1) ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NO. 4 REBAR SET ON THE NORTHWEST CORNER OF SAID LOT 16, SECTION 250;

THENCE S 08° 55' 03" W ALONG THE WEST LINE OF SAID LOT 16, AT A DISTANCE OF 40.00 FEET PASS AN IRON PIPE FOUND, CONTINUING A TOTAL DISTANCE OF 977.44 FEET TO A POINT ON SAID WEST LINE OF SAID LOT 16;

THENCE S 81° 04' 57" E A DISTANCE OF 50.00 FEET TO A NO. 4 REBAR SET FOR THE POINT OF BEGINNING AND THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, S 80° 58' 28" E A DISTANCE OF 250.00 FEET TO A NO. 4 REBAR SET [NORTHING: 16635232.206, EASTING: 1112560.033] FOR THE NORTHEAST CORNER OF THIS TRACT;
2. THENCE, S 08° 55' 03" W AT A DISTANCE OF 270.00 FEET PASS A NO. 4 REBAR SET ON THE FUTURE NORTH RIGHT-OF-WAY LINE OF F.M. 2128 (E. RICHARDSON ROAD) ACCORDING TO THE HIDALGO COUNTY THOROUGHFARE PLAN, CONTINUING A TOTAL DISTANCE OF 280.00 FEET TO A POINT [NORTHING: 16634955.590, EASTING: 1112516.630] ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF F.M. 2128 (E. RICHARDSON ROAD), FOR THE SOUTHEAST CORNER OF THIS TRACT;
3. THENCE, N 80° 58' 28" W ALONG THE EXISTING NORTH RIGHT-OF-WAY LINE OF F.M. 2128 (E. RICHARDSON ROAD) A DISTANCE OF 250.00 FEET TO A POINT ON THE EXISTING NORTH RIGHT-OF-WAY LINE, FOR THE SOUTHWEST CORNER OF THIS TRACT.
4. THENCE, N 08° 55' 03" E AT A DISTANCE OF 10.00 FEET PASS A NO. 4 REBAR SET ON THE FUTURE NORTH RIGHT-OF-WAY LINE OF F.M. 2128 (E. RICHARDSON ROAD), CONTINUING A DISTANCE OF 280.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.607 ACRES [70,000.28 SQUARE FEET] OF LAND, MORE OR LESS.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY IRRIGATION DISTRICT NO. 1

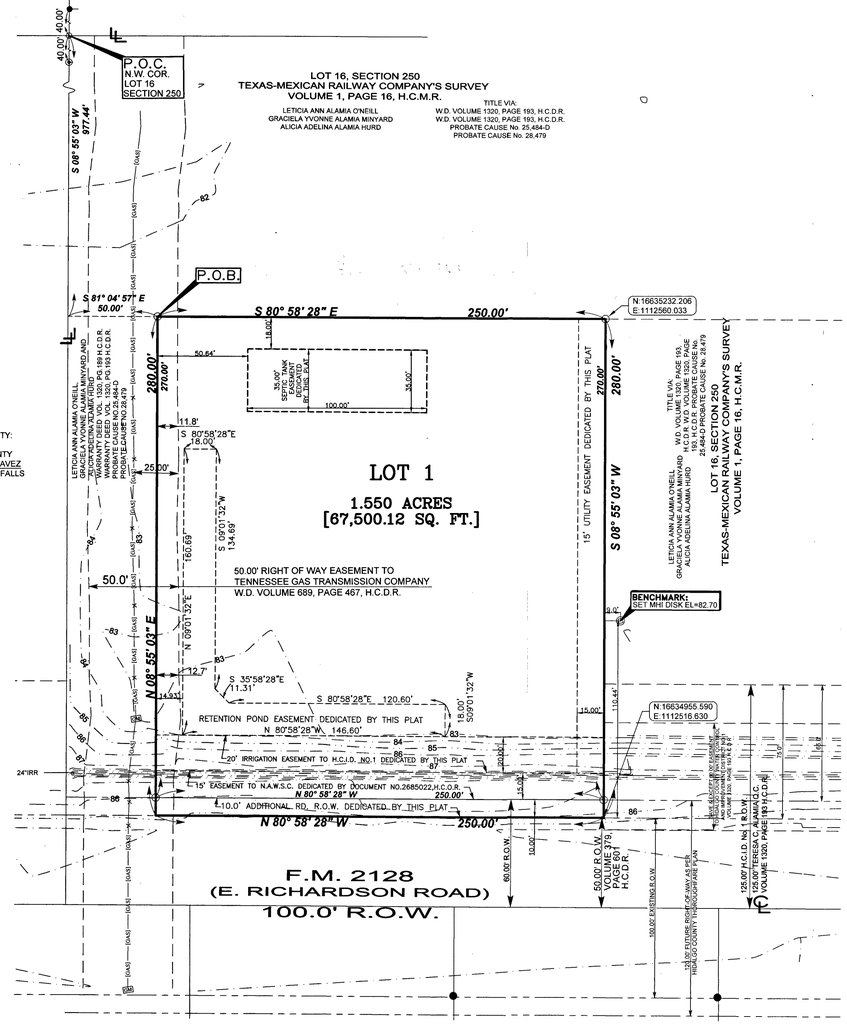
THIS PLAT APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 1

ON THIS THE 30th DAY OF JUNE, 2016.

ATTEST:

SECRETARY — PRESIDENT Vice

NOTE: HIDALGO COUNTY IRRIGATION DISTRICT No. 1 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE, ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.



LEGEND

- ○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- ● FOUND No.4 REBAR
- ⊕ BENCHMARK SET MELDEN & HUNT DISK
- ◉ FOUND PIPE
- R.O.W. - RIGHT-OF-WAY
- SF OR SQ. FT. - SQUARE FEET
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- H.C.D.R. - HIDALGO COUNTY DEED RECORDS
- W.D. DOC. NO. - WARRANTY DEED DOCUMENT NO.
- P.O.B. - POINT OF BEGINNING
- OSSF - ON SITE SANITARY SEWER FACILITIES
- ℄ - CENTERLINE OF RIGHT-OF-WAY
- VOL. - VOLUME
- PGS. - PAGES
- N.W.C. - NORTH WEST CORNER

BEARING BASIS AS PER TEXAS STATE PLANE COORDINATE SYSTEM (NAD83) TEXAS SOUTH 4205 ELEVATION PER NAVD 88 [GEOID 2003]

1 INCH = 40 FT.

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT: ZONE "X" (SHADED) IS DEFINED AS: "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.

   COMMUNITY-PANEL NUMBER: 480334 0325 D
   MAP REVISED: JUNE 6, 2000;
   FURTHER REVISED TO REFLECT LOMR DATED MAY 17, 2001 .

2. SETBACKS:
   REAR: 15.00' OR EASEMENT, WHICHEVER IS GREATER
   SIDE: 6.00 FEET OR EASEMENT, WHICHEVER IS GREATER
   FRONT: 50.00 FEET OR EASEMENT, WHICHEVER IS GREATER
3. LOT 1 IS FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOT 1 IS OR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 24" ABOVE THE CENTER LINE OF STREET OR 24" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED 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. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS, AS PER NAVD 88 [GEOID 2003].

   B.M. NO.1 – SET MHI DISK AT APPROXIMATELY 110.44 FT. NORTH AND 9.0 EAST FROM THE SOUTHEAST CORNER OF PROPERTY; N:16635063.2920 E: 1112542.6920, ELEV.= 82.70
6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 5459 CUBIC–FEET (0.125 ACRE–FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 2 FOR STORM SEWER IMPROVEMENTS.) THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAT STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.
7. 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.
8. 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.
9. 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.
10. DRAINAGE DETENTION POND SHALL/TO BE CONSTRUCTED IN DESIGNATED EASEMENT AREAS AS DESIGNED BY PROJECT PLAT ENGINEER AT DEVELOPMENT APPLICATION PERMIT STAGE PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE. NO FINAL LIGHT OR WATER CLEARANCE SHALL BE ISSUED UNTIL THE DRAINAGE DETENTION POND IS CONSTRUCTED BY OWNER AND INSPECTED BY COUNTY.
11. 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 DESIGN FOR COMMERCIAL USE.
12. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION..
13. TxDOT DRIVEWAY/ ENTRANCE PERMIT IS REQUIRED FOR LOT 1, PRIOR TO THE CONSTRUCTION OF A DRIVEWAY/ ENTRANCE ON TO F.M. 2128 (RICHARDSON ROAD). TxDOT ACCESS PERMIT IS REQUIRED PRIOR TO THE COUNTY ISSUING A DEVELOPMENT APPLICATION PERMIT..
14. ADDITIONAL FIRE HYDRANTS MAY BE REQUIRED AT BUILDING PERMIT STAGE INCLUDING NECESSARY EASEMENTS.
15. A 5 FOOT WIDE SIDEWALK IS REQUIRED ALONG PERIMETER STREETS DURING THE BUILDING PERMIT STAGE, INCLUDING HANDICAP RAMPS IN COMPLIANCE WITH ADA STANDARDS.
16. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

RIGHT OF WAY EASEMENT:

KNOWN 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, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS 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 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 DESCRIBED ABOVE 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 A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT SHE 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 THE 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 HAS EXECUTED THIS INSTRUMENT THE 24th DAY OF June, 20 16

RODNEY HAMBY (GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF MISSOURI §
COUNTY OF HOWELL §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED RODNEY HAMBY KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE (SHE) (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 24th DAY OF June, 20 16

NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES:

RUSSELL WAYNE DOSS
Notary Public - Notary Seal
State of Missouri, Howell County
Commission # 15052085
My Commission Expires May 22, 2019

STATE OF MISSOURI
COUNTY OF HOWELL:

OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION

I, RODNEY HAMBY AS OWNERS OF THE 1.607 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED AMENDED MINOR PLAT OF RSBR DG (FM 2128) SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION
PLAT AND DEDICATE TO THE PUBLIC USE THE STREET(S), 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 LOT(S) MEET OR WILL MEET THE MINIMUM STATE STANDARDS.
(B) SANITARY SEWER CONNECTIONS TO THE LOT(S) OR SEPTIC TANKS MEET OR WILL MEET THE MINIMUM STATE STANDARDS.
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT(S) MEET OR WILL MEET THE MINIMUM STATE STANDARDS.
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOT(S) MEET OR WILL MEET THE MINIMUM STATE STANDARDS.

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

RODNEY HAMBY, MEMBER
RSBR INVESTMENTS, LLC
1598 IMPERIAL CENTER, SUITE 2001
WEST PLAINS, MO 65775

6-24-16 DATE

STATE OF MISSOURI
COUNTY OF HOWELL:

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED RODNEY HAMBY AND KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME, FIRST DULLY SWORN AND DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 24th DAY OF June, 20 16

NOTARY PUBLIC IN THE STATE OF MISSOURI
MY COMMISSION EXPIRES:

RUSSELL WAYNE DOSS
Notary Public - Notary Seal
State of Missouri, Howell County
Commission # 15052085
My Commission Expires May 22, 2019

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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 THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

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

DATE

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

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF AMENDED MINOR PLAT OF RSBR DG (FM 2128) SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT

ON THIS THE ___ DAY OF _____ 20 ___

HIDALGO COUNTY JUDGE — DATE

ATTEST: HIDALGO COUNTY CLERK — DATE

STATE OF TEXAS
COUNTY OF HIDALGO:

I, _____ ADMINISTRATOR/DIRECTOR OF PLANNING AND ZONING DEPARTMENT OF THE CITY OF EDINBURG, TEXAS DO HEREBY CERTIFY THIS MINOR SUBDIVISION PLAT KNOWN AS AMENDED MINOR PLAT OF RSBR DG (FM 2812) SUBDIVISION, CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THIS THE _____ DAY OF _____, 2016 WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

ADMINISTRATOR/PLANNING AND ZONING DEPARTMENT DIRECTOR — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, KELLEY A. HELLER-VELA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE 23rd DAY OF June 20 16

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

KELLEY A. HELLER-VELA, PROFESSIONAL ENGINEER No.97421
STATE OF TEXAS

DATE PREPARED: 05/23/16
ENGINEERING JOB # 15154.00

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH, 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 COUNTY OF HIDALGO, TEXAS.

DATED THIS THE 25th DAY OF June 20 16

FRED L. KURTH, PROFESSIONAL LAND SURVEYOR No.4750
STATE OF TEXAS

DATE SURVEYED: 10-26-2015
T-1003, PG 16-17
SURVEY JOB # 15154.08

INDEX TO SHEET OF AMENDED RSBR DG (FM 2128) SUBDIVISION

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; ENGINEERING CERTIFICATION; APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES, IRRIGATION DISTRICT, H.C.D.D. No. 1., HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; N.A.W.S.C. CERTIFICATION.

SHEET 2: ENGINEERING REPORT, INCLUDING LAYOUT OF WATER AND WASTE WATER AND ENGINEERS CERTIFICATION. MAP OF TOPOGRAPHY AND DRAINAGE PRIOR TO DEVELOPMENT. PROPOSED SITE PLAN.

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

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	RSBR- INVESTMENTS, LLC	1598 IMPERIAL CENTER SUITE 2001	WEST PLAINS MISSOURI, 65775	(417) 256-8150	N / A
ENGINEER:	KELLEY A. HELLER-VELA	115 W. McINTYRE	EDINBURG, TX. 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX. 78541	(956) 381-0981	(956) 381-1839

DRAWN BY: R. DE JESUS DATE: 6–21–16.
SURVEYED, CHECKED J. G. DATE: 6-23-16
FINAL CHECK DATE: 6-23-16

TBPE FIRM # F-1435

MELDEN & HUNT INC.
CONSULTANTS* ENGINEERS SURVEYORS
115 W. McINTYRE EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947

227 N. F.M. 3167 RIO GRANDE CITY, TX 7882
PH: (956) 487-8256
FAX: (956) 488-8591
www.meldenandhunt.com

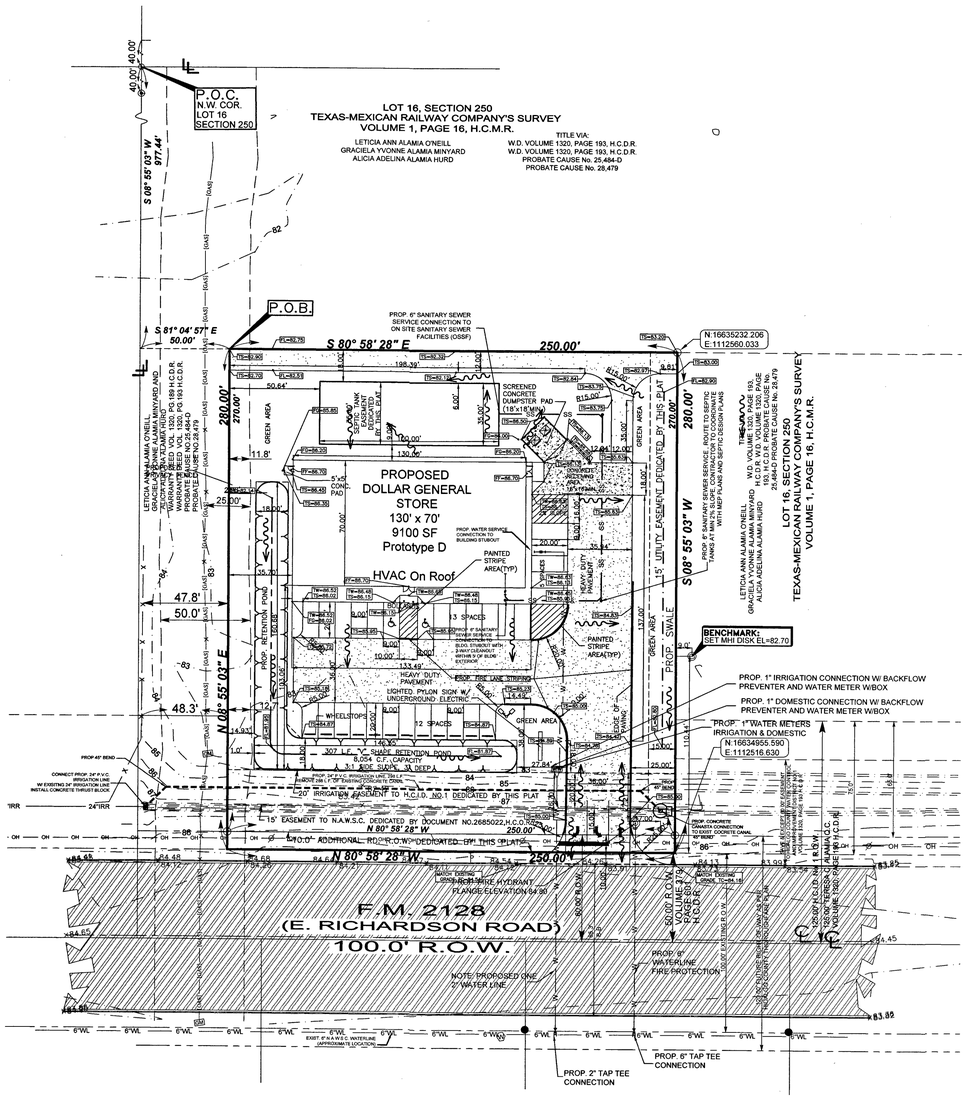
F:\Land Development\Commercial\Edinburg\15154 – RSBR FM 2128 (Overland Engineering)\15154.00 – Plat Development\Autocad files\DWG\15154-00 potential re-plat-02-5.dwg, plot on 1, 5/23/2016 4:20:43 PM, RobinG

AMENDED
MINOR PLAT OF
RSBR DG (FM 2128) SUBDIVISION

BEING A RE-SUBDIVISION OF
1.607 ACRES (70,000.28 S.F.)
OUT OF LOT 16, SECTION 250,
TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY
AS RECORDED IN VOLUME 1, PAGE 16, H.C.M.R.
(PREVIOUSLY) RSBR DG (FM 2128) SUBDIVISION
AS RECORDED IN
DOCUMENT NUMBER 2709536, H.C.M.R.
HIDALGO COUNTY, TEXAS

COST ESTIMATES:

DRAINAGE IMPROVEMENTS :	$	0.00
WATER DISTRIBUTION :	$	5,000.00
SANITARY SEWER :	$	1,500.00
PAVING IMPROVEMENTS :	$	0.00
TOTAL :	$	6,500.00



PROPOSED SITE & TOPOGRAPHICAL LAYOUT

DRAINAGE STATEMENT
AMENDED RSBR DG (FM 2128) SUBDIVISION

PROJECT NO.: 15154.00 DATE: NOVEMBER 17, 2015
REVISED DATE : NOVEMBER 20, 2015- FEBRUARY 17, 2016
REVISED DATE : JUNE 23, 2016

RSBR DG (FM 2128) SUBDIVISION IS A SUBDIVISION OF 1.607 ACRES (70,000 SQ. FT.) OUT OF LOT 1, RSBR DG (FM 2128) SUBDIVISION, AS RECORDED IN DOCUMENT NUMBER 2709536, H.C.M.R., HIDALGO COUNTY MAP RECORDS, HIDALGO COUNTY TEXAS. THIS IS EXISTING OPEN LAND AND IS PROPOSED AS A 1-LOT COMMERCIAL SUBDIVISION. THIS PROPERTY IS LOCATED IN ZONE "X" (SHADED) IS DEFINED AS "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. AS PER COMMUNITY-PANEL NUMBER 480334 0325D REVISED ON JUNE 6, 2000, FURTHER REVISED BY LOMR DATED MAY 17, 2001. THIS SITE IS WITHIN THE E.T.J. OF THE CITY OF EDINBURG.

THE SOILS TYPE IS HIDALGO SANDY CLAY LOAM. HIDALGO SANDY CLAY LOAM HAVE A MODERATELY COARSE TEXTURE. THIS SOIL IS IN HYDROLOGIC GROUP "B". (SEE EXCERPTS FROM "SOIL SURVEY OF HIDALGO COUNTY, TEXAS"). FOR PURPOSES OF THIS REPORT, WE WILL USE GROUP "B", THE PREDOMINANT TYPE WITHIN THIS SITE.

EXISTING RUNOFF IS BY SURFACE FLOW IN A NORTHERLY DIRECTION AND HAS A RUNOFF OF 1.68 C.F.S. DURING THE 10-YEAR STORM FREQUENCY AS PER THE ATTACHED CALCULATIONS.

THE PROPOSED DRAINAGE FOR RSBR DG (FM 2128) SUBDIVISION CONSISTS OF SURFACE RUNOFF FROM THE BUILDING ONTO GREEN AREAS AND THE PARKING LOT. THE RUNOFF SHALL BE DIRECTED INTO A RETENTION SWALE LOCATED ON THE WEST AND SOUTH SIDE OF THE SITE.

IN ACCORDANCE WITH THE CITY OF EDINBURG AND HIDALGO COUNTY DRAINAGE POLICY, THE PEAK RATE OF RUNOFF IN THE SUBDIVISION WILL NOT BE INCREASED DURING THE 50-YEAR RAINFALL EVENT DUE TO THE IMPROVEMENTS IN THIS SUBDIVISION. THEREFORE, AS PER ATTACHED CALCULATIONS, 6,567 CUBIC FEET OF RETENTION WILL BE PROVIDED ON THE PROPOSED RETENTION POND. THE COUNTY OF HIDALGO SHALL APPROVE THE SITE GRADING PLAN.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, KELLEY A. HELLER-VELA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

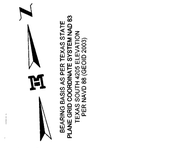
DATED THIS THE 23rd DAY OF June 2016

Kelley A. Heller-Vela
KELLEY A. HELLER-VELA, PROFESSIONAL ENGINEER No.97421
STATE OF TEXAS

DATE PREPARED: 06-23-16
ENGINEERING JOB # 15154.00

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

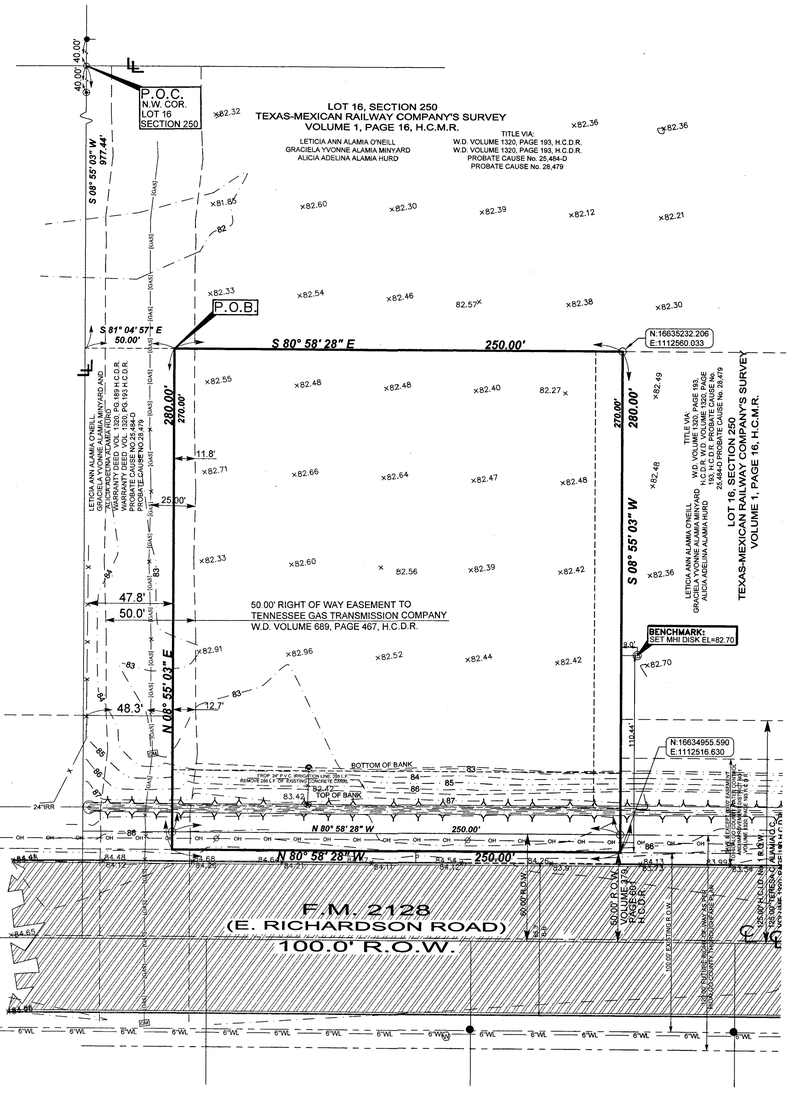
STATE OF TEXAS · KELLEY A. HELLER-VELA · 97421 · LICENSED PROFESSIONAL ENGINEER



L E G E N D

●	FOUND No.4 REBAR
⊗	LOT LINE CORNER
□	SET SQUARE CUT (BENCHMARK)
H.C.O.R. -	HIDALGO COUNTY OFFICIAL RECORDS
H.C.M.R. -	HIDALGO COUNTY MAP RECORDS
P.O.B -	POINT OF BEGINNING
SF or SQ. FT. -	SQUARE FEET
R.O.W. -	RIGHT OF WAY
AC -	ACRES
W.D. DOC. NO. -	WARRANTY DEED DOCUMENT NO.
( ) -	RECORDED MAP CALLS
— WTR —	PROPOSED WATERLINE OR WATER SERVICE
— OH —	EXISTING OVERHEAD POWER LINES
— R.D. —	EXISTING BAR DITCH CENTERLINE
—[W]— OR — W —	EXISTING WATERLINE (LOCATION TO BE FIELD VERIFIED)
— SS —	EXISTING SANITARY SEWER LINE (LOCATION TO BE FIELD VERIFIED)
—[FM]—	EXISTING SANITARY SEWER FORCE MAIN
℄ -	LOT LINE
℄ -	CENTER LINE
FL=74.65	PROPOSED FLOW LINE ELEVATION
SW=74.65	PROPOSED TOP OF SIDEWALK ELEVATION
TP=74.65	PROPOSED TOP OF PAVEMENT ELEVATION
FG=74.65	PROPOSED FINISH GRADE ELEVATION
NG=74.65	EXISTING NATURAL GROUND ELEVATION
G=74.65	GUTTER ELEVATION
	DIRECTIONAL FLOW ARROW
	AC UNIT CONCRETE PAD

TBPE FIRM # F-1435
MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-8256
FAX: (956) 488-8591
www.meldenandhunt.com



EXISTING SITE & TOPOGRAPHICAL LAYOUT

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: 11-22-2016

PROPOSED **ALMA CASANDRA ESTATES** SUBDIVISION, PRECINCT No. **1.**

ENGINEER: **NAIN ENGINEERING, LLC.** DEVELOPER: **REYNALDO AND ALMA D. ROBLES**

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

NUMBER OF LOTS: **3** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **WEST SIDE OF N. VICTORIA ROAD, APPROXIMATELY ¼ MILE SOUTH OF MILE 10 NORTH ROAD.**

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

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **1-20-2016** PROPERTY LIES WITHIN FLOOD ZONE: **" X "** AS PER FEMA.

DRAINAGE DESIGN: **WILL BE PROVIDED BY RECONSTRUCTING THE ROAD SIDE DITCH FOR N. VICTORIA ROAD.**

DISTANCE TO A DRAIN DITCH: **½ MILE WEST OF DEVELOPMENT.**

ROAD R.O.W. DEDICATION: **30.00 FEET OF ADDITIONAL RIGHT OF WAY ONTO N. VICTORIA ROAD.**

H.C.R.O.W. FINAL APPROVAL DATE: **11-01-2016** By, **ROY GONZALEZ, PCT. 1** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **10-05-2016** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD FOR LOTS 1 AND 2. LOT 3 HAS AN EXISTING OSSF

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **10"** LOCATION: **EAST SIDE OF N. VICTORIA ROAD.**

H.C.O.E.C. FINAL APPROVAL DATE: **11-15-2016** : 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.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **MARCH 22, 2016**

STAFF RECOMMENDS:

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

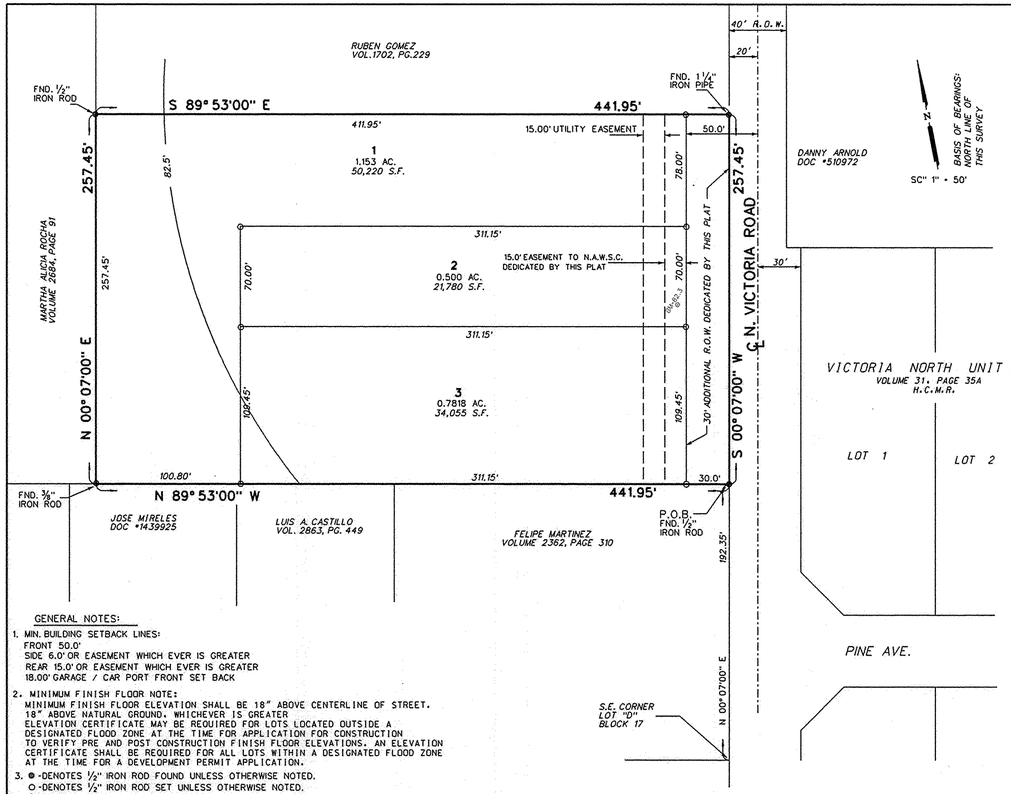
☒ **Final Approval** *subject to recommendations other departments*

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.

*

ALMA CASANDRA ESTATES

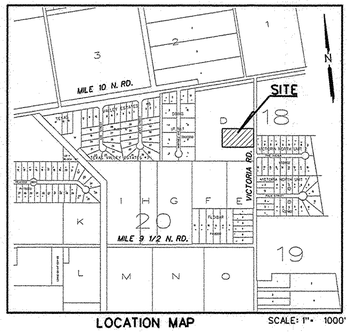
BEING A SUBDIVISION OF 2.612 ACRES OF LAND OUT OF LOT "D", BLOCK 17, LA BLANCA AGRICULTURAL COMPANY SUBDIVISION "A" HIDALGO COUNTY, TEXAS



GENERAL NOTES:

1. MIN. BUILDING SETBACK LINES:
   FRONT 50.0'
   SIDE 6.0' OR EASEMENT WHICH EVER IS GREATER
   REAR 15.0' OR EASEMENT WHICH EVER IS GREATER
   18.00' GARAGE / CAR PORT FRONT SET BACK
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.
   ⊃ -DENOTES NAIL FOUND UNLESS OTHERWISE NOTED.
4. *BENCH MARK: 82.30', BRASS ROD SET IN CONC. LOCATED 125.0 FEET FEET NORTH AND 42 FEET WEST OF S.E. COR. OF SUBDIVISION.*
5. FLOOD ZONE DESIGNATION: ZONE "X"
   AREAS DETERMINED TO BE OUT SIDE 500 YEAR FLOOD PLAIN
   C.P.N. 480334 0450 C
   MAP REVISED: JUNE 6, 2000.
   REVISED TO REFLECT LOMR DATED: MAY 30, 2002

   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 5.684 CUBIC -FEET 0.13 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 THIS LOT
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.



LOCATION MAP SCALE: 1"= 1000'

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

ALMA CASANDRA ESTATES IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 1 IN THE CENTRAL EAST OF HIDALGO COUNTY ON THE WEST SIDE OF VICTORIA ROAD. 116 FEET NORTH OF PINE AVENUE. THE ONLY NEARBY MUNICIPALY IS THE CITY OF DONNA ACCORDING TO THE MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 16,448 /2015 CENSUS). ALMA CASANDRA ESTATES LIES APPROXIMATELY 1.1 MILES FROM THE CITY LIMITS OF DONNA AND LIES WITHIN THE CITY'S 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

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. 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 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
10. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION
11. REYNALDO ROBLEAS AND ALMA D. ROBLES., THE OWNERS & SUBDIVIDERS OF ALMA CASANDRA 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.
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 OCCUPANCY AN EASEMENT.
14. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL AND INDUSTRIAL 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.
15. FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.
16. IF THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT & SUBSEQUENTLY DETERMINE THAT A LARGER METER IS REQUIRED, THEN THE LUE WILL NEED TO BE CALCULATED AND

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	REYNALDO ROBLES	107 W. HUISACHE ST.	WESLACO, TEXAS. 78596	956-968-2422
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

BEING A SUBDIVISION OF 2.612 ACRES OF LAND OUT OF LOT "D", BLOCK 17, LA BLANCA AGRICULTURAL COMPANY SUBDIVISION "A" HIDALGO COUNTY, TEXAS

METES AND BOUNDS

DESCRIPTION OF 2.612 ACRES OF LAND

BEING 2.612 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND BEING OUT OF LOT "D", BLOCK 17, LA BLANCA AGRICULTURAL COMPANY SUBDIVISION "A" AS PER MAP RECORDED IN VOLUME 1, PAGE 44 OF THE HIDALGO COUNTY MAP RECORDS, AND SAID 2.612 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND ON THE EAST LINE OF SAID LOT "D" FOR THE SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED, SAID 1/2-INCH IRON ROD BEARS NORTH 00°07'00" EAST, 192.35 FEET FROM THE SOUTHEAST CORNER OF SAID LOT "D";

THENCE NORTH 89°53'00" WEST, 411.95 FEET TO A 3/8-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, NORTH 00°07'00" EAST, 257.45 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, SOUTH 89°53'00" EAST, 441.95 FEET TO A 1 1/4-INCH IRON PIPE FOUND FOR THE NORTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, SOUTH 00°07'00" WEST, 257.45 FEET, WITH THE EAST LINE OF SAID LOT "D" AND WITH THE WEST RIGHT OF WAY LINE OF NORTH VICTORIA ROAD TO THE POINT OF BEGINNING AND CONTAINING 2.612 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 SUCCCESSORS, 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 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 3rd DAY OF November ,2016.

Reynaldo Robles
OWNER: REYNALDO ROBLES
ADDRESS: P.O. BOX 476
WESLACO, TEXAS 78599

Alma D Robles
OWNER: ALMA D. ROBLES
ADDRESS: P.O. BOX 476
WESLACO, TEXAS 78599

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

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ALMA CASANDRA ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ , 2016.

_____ HIDALGO COUNTY JUDGE DATE

ATTEST: _____ HIDALGO COUNTY CLERK DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ALMA CASANDRA ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARMENT ON _____ , _____

_____ HIDALGO COUNTY 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, REYNALDO AND ALMA D. ROBLES OWNERS OF THE 2.612 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "ALMA CASANDRA 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.

Reynaldo Robles
OWNER: REYNALDO ROBLES
ADDRESS: P.O. BOX 476
WESLACO, TEXAS 78599

Alma D Robles
OWNER: ALMA D. ROBLES
ADDRESS: P.O. BOX 476
WESLACO, TEXAS 78599

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED REYNALDO ROBLES AND ALMA D. ROBLES 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 29th DAY OF March , 2016

LEONOR ARRATIA
Notary Public, State of Texas
My Commission Expires
December 19, 2018

NOTARY PUBLIC, FOR THE STATE OF TEXAS

THIS PLAT APPROVED BY THE DONNA IRRIGATION DISTRICT No. 1

ON THIS THE 8th DAY OF April , 2016 .

ATTEST:
Rosendo Guzman PRESIDENT
Rebecca Watson SECRETARY

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

CITY COUNCIL'S CERTIFICATION

THE PLAT OF ALMA CASANDRA ESTATES HAS BEEN SUBMITTED TO AND CONSIDERED IN THE CITY COUNCIL OF THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED.

DATE THIS 2nd DAY OF Nov. ,2016

ATTESTED: _____ MAYOR BY: *Martha Casarez* CITY SECRETARY

PLANNING AND ZONING COMMISSION'S CERTIFICATION

THE PLAT OF ALMA CASANDRA ESTATES HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF DONNA, TEXAS AND IS HERE APPROVED BY SUCH COMMISSION.

DATE THIS 31st DAY OF October ,2016

ATTESTED: _____ PLANNING BOARD CHAIR PERSON BY: *Laura Ballesteros* SECRETARY

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.

Reynaldo Robles 3/29/16
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

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, P.E.
GUILLERMO A ARRATIA
LICENSED PROFESSIONAL ENGINEER No. 94001 3/29/16
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS GUILLERMO A. ARRATIA 94001 LICENSED PROFESSIONAL ENGINEER

INDEX TO SHEET OF ALMA CASANDRA 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 CERTIFICATIONS; 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; DONNA IRR DISTRICT No. 1 CERTIFICATE OF APPROVAL; REVISION NOTES. H.C.H.D.
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

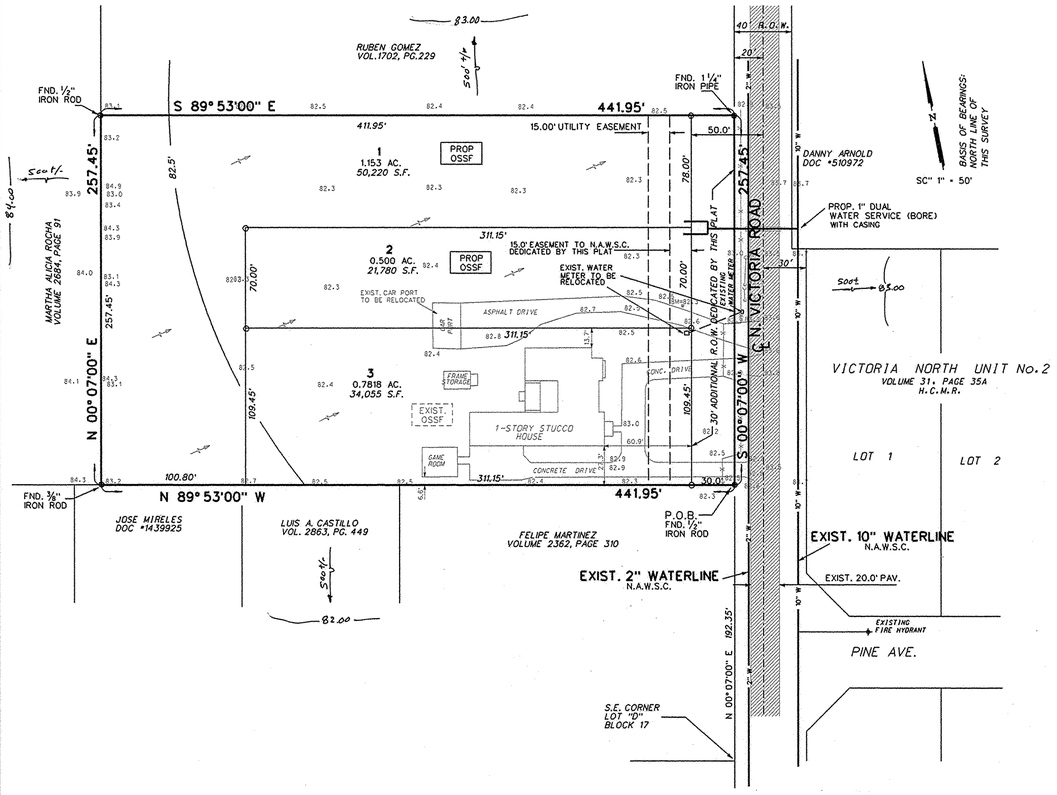
NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET
DONNA, TEXAS. 78537
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL:NAINENGINEERING@YAHOO.COM

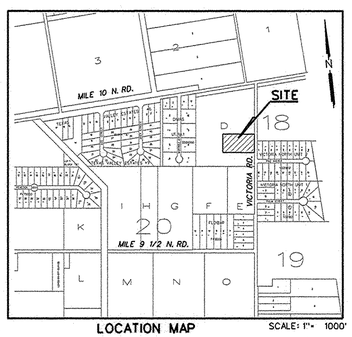
DATE OF PREPARATION: JANUARY 10, 2016

RA ROBLES & ASSOCIATES, PLLC
PROFESSIONAL LAND SURVEYORS
P.O. BOX 476
107 W. HUISACHE ST.
WESLACO, TEXAS 78596
PHONE (956) 968-2422
FAX (956) 968-2811
FIRM No. 10096700

SURVEYED: 1-04-2016	DRAWN BY: RR/1-05-16
SCALE: 1"= 50'	JOB No.
TITLE COMMITMENT No.	REVISED:

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE DISTRIBUCION DE AGUA





LOCATION MAP SCALE: 1"= 1000'

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

ALMA CASANDRA ESTATES IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 1 IN THE CENTRAL EAST OF HIDALGO COUNTY ON THE WEST SIDE OF VICTORIA ROAD, 116 FEET NORTH OF PINE AVENUE. THE ONLY NEARBY MUNICIPALY IS THE CITY OF DONNA ACCORDING TO THE MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 16,448 /2015 CENSUS). ALMA CASANDRA ESTATES LIES APPROXIMATELY 1.1 MILES FROM THE CITY LIMITS OF DONNA AND LIES WITHIN THE CITY'S 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

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, REYNALDO ROBLES AND ALMA D. ROBLES SUBDIVIDERS OF ALMA CASANDRA 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.

Reynaldo Robles
OWNER: REYNALDO ROBLES
ADDRESS: P.O. BOX 476
WESLACO, TEXAS 78599

Alma D. Robles
OWNER: ALMA D. ROBLES
ADDRESS: P.O. BOX 476
WESLACO, TEXAS 78599

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED REYNALDO ROBLES AND ALMA D. ROBLES 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 3rd DAY OF November, 2016

LEONOR ARRATIA
Notary Public, State of Texas
My commission Expires
December 19, 2018

Leonor Arratia
NOTARY PUBLIC, FOR THE STATE OF TEXAS

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	REYNALDO ROBLES	107 W. HUISACHE ST.	WESLACO, TEXAS. 78596	956-968-2422
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

ALMA CASANDRA ESTATES

BEING A SUBDIVISION OF 2.612 ACRES OF LAND OUT OF LOT "D", BLOCK 17, LA BLANCA AGRICULTURAL COMPANY SUBDIVISION "A" HIDALGO COUNTY, TEXAS

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

ALMA CASANDRA 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 10" DIAMETER WATERLINE RUNNING ALONG THE EAST RIGHT-OF-WAY OF N. VICTORIA ROAD

WATER DISTRIBUTION FOR ALMA CASANDRA ESTATES CONSIST OF A PROPOSED 1 - 1" DIAMETER DUAL WATER SERVICE FOR LOTS 1 AND 2 , VIA BORE, SAID SERVICE TERMINATE AT THE WATER METER BOX, LOT 3 HAVE AN EXISTING METER AND THE METER BOX HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF $1,200.00, IN ADDITION THE THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $2,750.00, WHICH COVERS THE COST FOR LOTS 1 AND 2 , 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 3 HAVE AN EXISTING WATER METER

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATES:

SEWAGE FROM ALMA CASANDRA 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 IISANDY 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 COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOTS 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 AT TOTAL COST OF $3,000.00. THE HIDALGO COUNTY HEALTH DEPATMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON AUGUST 8, 2016

LOT 3 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 $3,950.00

SEWAGE FACILITIES - SEPTIC SYSTEM IS ESTIMATED TO COST $1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $3,000.00 FOR THE ENTIRE SUBDIVISION.

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

LA SUBDIVISION DE ALMA CASANDRA 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 ALMA CASANDRA ESTATES CONSISTE DE UN CONDUCTO DE AGUA EXISTENTE DE 10 PULGADAS DE DIAMETRO QUE PASA POR EL LADO ESTE DEL DERECHO DE VIA (RIGHT-OF-WAY) DE LA CARRETERA N. VICTORIA ROAD

DEL CONDUCTO DE AGUA DE10 PULGADAS SE INSTALARA UN CONDUCTO DOBLE DE 1 PULGADA DEDIAMETRO PARA LOS LOTES 1Y 2 Y EL MEDIDOR MECANICO DE AGUA A UN COSTO TOTAL DE $1,200.00 PARA EL LOTE 3 YA EXISTEN UN MEDIDOR DE AGUA. EL DUENO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A N.A.W.S.C. $2,750.00 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 SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

LOTE 3 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 TODAS LAS FOSAS SEPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROVACION FINAL. A UN COSTO TOTAL DE $ 3,000.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODAS LAS FOSAS SEPTICAS Y AH APROBADO LA INSTALACION DE LAS FOSAS SEPTICAS DESDE AGOSTO 8, 2016.

EL LOTE 3 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 $ 3,950.80
DENAJE: SE ESTIMA QUE LA FOSA SEPTICA COSTARA $ 3,000.00 PARA TODA LA SUBDIVISION

Guillermo A. Arratia, P.E. 10/3/16
GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER • 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED PROFESSIONAL ENGINEER

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET
DONNA, TEXAS. 78537
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL:NAINENGINEERING@YAHOO.COM

MAP OF TOPOGRAPHY AND DRAINAGE
MAPA DE TOPOGRAFIA Y DRENAJE

DRAINAGE REPORT:

JANUARY, 2016
DRAINAGE REPORT:
BY: GUILLERMO A. ARRATIA, P.E.

ALMA CASANDRA ESTATES
HIDALGO COUNTY, TEXAS

PROJECT LOCATION:
THE PROPERTY IS LOCATED ON TH WEST SIDE OF N. VICTORIA ROAD, 116.00 FEET NORTH OF PINE AVENUE

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 0450 C,
MAP REVISED: JUNE 6, 2000
REVISED TO REFLECT LOMR DATED: MAY 30, 2002

SOIL CONDITIONS:
A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY INDICATES THE SUBJECT TRACT LIES IN AN AREA OF PREDOMINANTLY HIDALGO 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 3 HAVE AN EXISTING HOUSE. THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATLEY 0.1%. EXISTING RUNOFF (1.47 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 3.2 CFS, I HAVE CALCULATED THAT 5,684 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 0450 C,
MAP REVISED: JUNE 6, 2000
REVISED TO REFLECT LOMR DATED: MAY 30, 2002
BASED ON GRAPHICAL REPRESENTATION ON DATE SIGN.

Guillermo A. Arratia, P.E. 10/2/16
GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER NO. 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED PROFESSIONAL ENGINEER

COST ESTIMATE:

STREET PAVING:	$ 000.00
WATER SUPPLY SYSTEM	$ 3,950.00
SEPTIC TANK SYSTEM	$ 3,000.00
DRAINAGE	$ 000.00

DATE OF PREPARATION: JANUARY 10, 2016

ROBLES & ASSOCIATES, PLLC
PROFESSIONAL LAND SURVEYORS
P.O. BOX 476
107 W. HUISACHE ST.
WESLACO, TEXAS 78596
PHONE (956) 968-2422
FAX (956) 968-2011
FIRM No. 10096700

SURVEYED: 1-04-2016	DRAWN BY: RR/1-05-16
SCALE: 1"= 50'	JOB No.
TITLE COMMITMENT No.	REVISED:

SHEET 2 OF 2

INDEX TO SHEET OF ALMA CASANDRA 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: DONNA IRR DISTRICT No. 1 CERTIFICATE OF APPROVAL: REVISION NOTES, H.C.H.D.
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

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: 11-22-2016

PROPOSED **ALONDRA LA BLANCA PH. 1** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **MELDEN & HUNT, INC.** DEVELOPER: **TAEK KIM AND NANCY VARGAS KIM**

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

NUMBER OF LOTS: **29** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **WEST OF FM 493 APPROXIMATELY ½ MILE NORTH OF MILE 15 ½ NORTH ROAD.**

SUBDIVISION LIES WITHIN THE: ☒ *ETJ of **ELSA** and was not required to be reviewed by the City of Elsa as per City Manager Rene Rodriguez.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **4/21/2015** PROPERTY LIES WITHIN FLOOD ZONE: **"X" SHADED** AS PER FEMA.

DRAINAGE DESIGN: **BY STORM DRAINAGE PIPE SYSTEM AND DETENTION WILL BE PROVIDED BY WIDENING THE EXISTING DRAIN DITCH LOCATED APPROXIMATELY 1,320 FEET NORTH OF THIS PROPOSED SUBDIVISION DEVELOPMENT.**

ROAD R.O.W. DEDICATION: **20.00 FEET ONTO FM 493**

H.C.R.O.W. FINAL APPROVAL DATE: **10/26/2016** By, **JOSE OCHOA PCT. 4** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **10/26/2016** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD.

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **12"** LOCATION: **FM 493**

H.C.O.E.C. FINAL APPROVAL DATE: **11/04/2016** : 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.

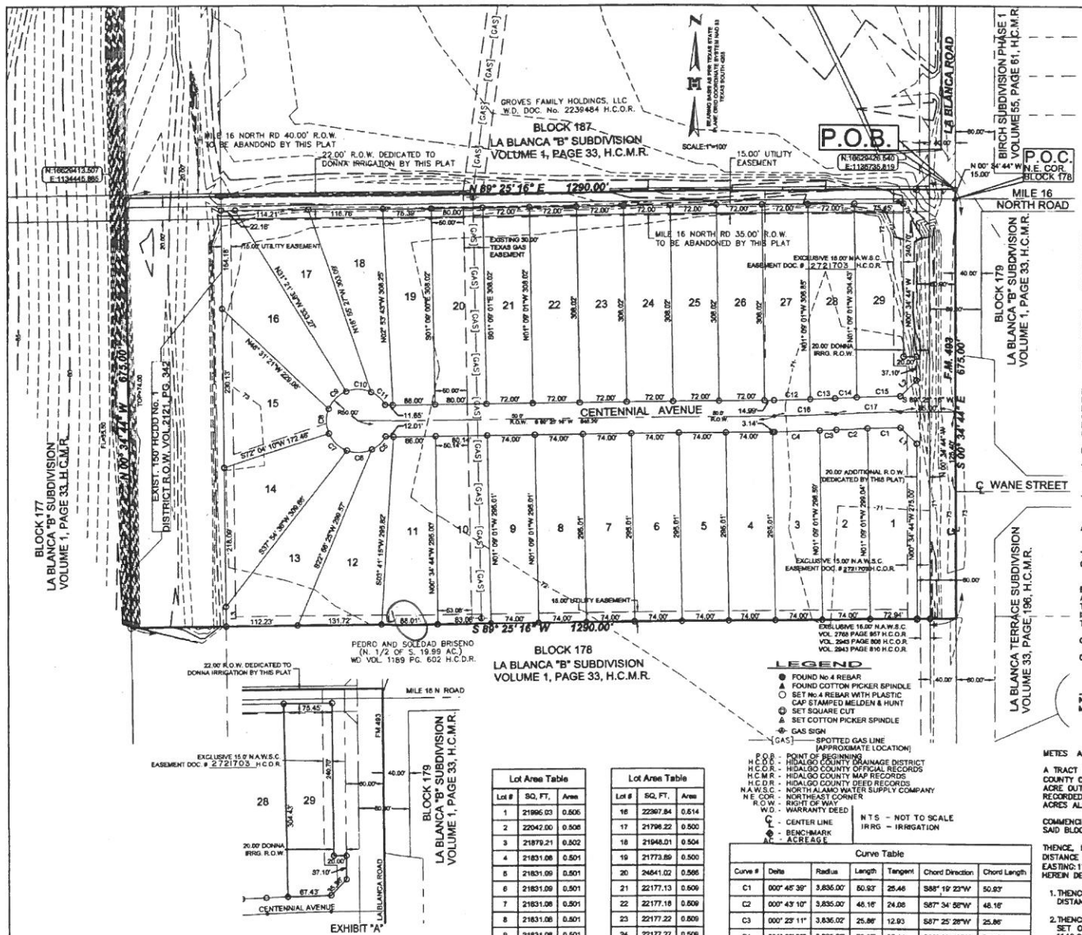
PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **JULY 28, 2015**

STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments,*

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

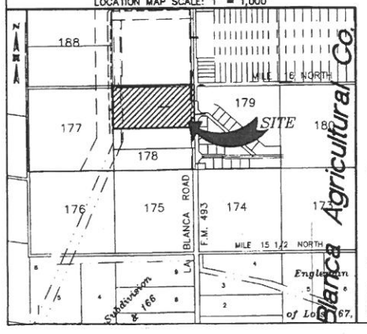
* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



SUBDIVISION MAP OF
ALONDRA LA BLANCA SUBDIVISON PHASE 1

A SUBDIVISION OF 19.99 ACRES
CONSISTING OF THE NORTH 19.55 ACRE OF BLOCK 178, AND THE SOUTH 0.44 OF ONE ACRE OUT OF BLOCK 187
LA BLANCA "B" SUBDIVISION,
VOLUME 1, PAGE 33, H.C.M.R.,
HIDALGO COUNTY, TEXAS.

LOCATION MAP SCALE: 1" = 1,000'



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

ALONDRA LA BLANCA SUBDIVISION PHASE 1, IS LOCATED IN THE NORTH EAST PART OF HIDALGO COUNTY ON THE WEST SIDE OF LA BLANCA ROAD-F.M. 493, APPROXIMATELY 2628 FEET SOUTH OF ITS INTERSECTION WITH S.H. 107. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF ELSA. ALONDRA LA BLANCA SUBDIVISION PHASE 1 FALLS IN THE RURAL SECTION OF THE PRECINT 4.

MELDEN & HUNT, INC.
TEXAS REGISTERED F-1435
MELDEN & HUNT INC.
CONSULTANTS · ENGINEERS · SURVEYORS
115 W. McINTYRE, EDINBURG, TX. 78541 — OFF: (956) 381-0981, FAX: (956) 381-1839
227 N. FM. 3167, RIO GRANDE CITY, TX. 78582 — OFF: (956) 487-8256, FAX: (956) 488-8981
E-MAIL: www.meldenandhunt.com — ESTABLISHED 1947

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	TAEK KIM & NANCY VARGAS KIM	P.O. BOX 2467	McAllen, TX 78501	(956) 781-1911	NONE
ENGINEER:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

Lot Area Table		
Lot #	SQ. FT.	Area
1	21986.03	0.505
2	22042.00	0.506
3	21879.21	0.502
4	21831.08	0.501
5	21831.09	0.501
6	21831.09	0.501
7	21831.08	0.501
8	21831.08	0.501
9	21831.08	0.501
10	24075.70	0.553
11	22716.20	0.521
12	22983.79	0.528
13	23495.43	0.539
14	23867.86	0.548
15	23871.12	0.543

Lot Area Table		
Lot #	SQ. FT.	Area
16	22367.84	0.514
17	21796.22	0.500
18	21948.01	0.504
19	21773.89	0.500
20	24641.02	0.566
21	22177.13	0.509
22	22177.18	0.509
23	22177.22	0.509
24	22177.27	0.509
25	22177.32	0.509
26	22177.37	0.509
27	22148.11	0.508
28	22007.13	0.505
29	23373.88	0.537

Lot Line Table		
Line #	Length	Direction
L1	36.36'	N45° 34' 44"W
L2	35.36'	S44° 25' 16"W
L3	30.94'	S00° 34' 44"E

LEGEND

- FOUND No. 4 REBAR
- FOUND COTTON PICKER SPINDLE
- SET No. 4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- SET SQUARE CUT
- SET COTTON PICKER SPINDLE
- GAS SIGN
- (GAS) SPOTTED GAS LINE [APPROXIMATE LOCATION]

P.O.B. - POINT OF BEGINNING
H.C.D.R. - HIDALGO COUNTY DRAINAGE DISTRICT
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
N.A.W.S.C. - NORTH ALAMO WATER SUPPLY COMPANY
N.E. COR. - NORTHEAST CORNER
R.O.W. - RIGHT OF WAY
W.D. - WARRANTY DEED
℄ - CENTER LINE
BM - BENCHMARK
AC - ACREAGE
NTS - NOT TO SCALE
IRRG - IRRIGATION

Curve Table						
Curve #	Delta	Radius	Length	Tangent	Chord Direction	Chord Length
C1	000° 45' 39"	3,836.00	50.92'	25.46	S88° 19' 23"W	50.92'
C2	000° 43' 10"	3,835.00	48.16'	24.08	S87° 34' 58"W	48.16'
C3	000° 23' 11"	3,836.02	25.86'	12.93	S87° 25' 28"W	25.86'
C4	001° 07' 32"	3,835.02	70.87'	35.44	S86° 08' 49"W	70.87'
C5	035° 00' 00"	60.00'	30.54'	15.76	N46° 56' 16"E	30.07'
C6	046° 00' 00"	50.00'	40.14'	21.22	N67° 25' 16"E	39.07'
C7	046° 00' 00"	60.00'	40.14'	21.22	S46° 34' 44"E	39.07'
C8	046° 00' 05"	50.00'	40.14'	21.22	60° 34' 41"E	39.07'
C9	045° 59' 55"	50.00'	40.14'	21.22	S45° 25' 16"W	39.07'
C10	046° 00' 00"	60.00'	40.14'	21.22	N88° 34' 44"W	39.07'
C11	035° 00' 00"	50.00'	30.54'	15.76	N46° 04' 44"W	30.07'
C12	000° 51' 47"	3,785.02	57.02'	28.51	N86° 14' 41"E	57.02'
C13	000° 34' 55"	3,785.02	38.45'	19.22	N87° 31' 20"E	38.46'
C14	000° 29' 43"	3,885.00	33.57'	16.79	N87° 28' 16"E	33.57'
C15	000° 59' 40"	3,885.00	67.43'	33.72	N86° 12' 56"E	67.43'
C16	001° 21' 44"	3,810.00	90.12'	45.06	N87° 57' 13"E	90.12'
C17	001° 29' 08"	3,860.00	100.00'	50.03	S87° 57' 57"W	100.00'

INDEX TO SHEET OF ALONDRA LA BLANCA SUBDIVISION PHASE 1

SHEET 1: HEADING; INDEX; LOCATION MAP AND ET.& PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES, IRRIGATION DISTRICT, H.C.D.D. No. 1., HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; NORTH ALAMO WATER SUPPLY CORPORATION DISTRICT CERTIFICATION.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND SEPTIC TANK; ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION); DETAILS;

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS.

SHEET 4: CONSTRUCTION DETAILS.

DRAWN BY: CIRO	DATE: 04-02-15	
IRRIGATION, CHECKED	DATE:	
SURVEYED, CHECKED	DATE:	
FINAL CHECK	DATE:	

RIGHT OF WAY EASEMENT

KNOWN 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 LAY 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 FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED EASEMENTS 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 THE 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 HAS EXECUTED THIS INSTRUMENT THE 4th DAY OF November 2016

(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED TAEK KIM KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 4th DAY OF November 2016

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

LYDIA FLORES
Notary Public
STATE OF TEXAS
My Comm. Exp. June 20, 2018

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 19.99 ACRES BEING 19.55 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING THE NORTH ½ OF BLOCK 178, AND 0.44 OF ONE ACRE OUT OF LA BLANCA "B" SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGE 33, HIDALGO COUNTY MAP RECORDS, SAID 19.99 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A COTTON PICKER SPINDLE FOUND ON THE NORTHEAST CORNER OF SAID BLOCK 178

THENCE, N 00° 34' 44" W ALONG THE EAST LINE OF SAID BLOCK 187 & 178 A DISTANCE OF 15.00 FEET TO A PK NAIL SET, [NORTHING:16629426.540, EASTING:1135735.819] FOR THE NORTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, S 00° 34' 44" E ALONG THE EAST LINE OF SAID BLOCK 187 & 178, A DISTANCE OF 675.00 FEET TO THE SOUTHEAST CORNER OF THIS TRACT;
2. THENCE, S 89° 25' 16" W AT A DISTANCE OF 40.00 FEET PASS A NO. 4 REBAR SET ON THE WEST RIGHT-OF-WAY LINE OF SAID FM 493, AT A DISTANCE OF 1140.00 FEET PASS A NO. 4 REBAR SET ON THE EAST RIGHT-OF-WAY LINE OF A 150-FOOT DONNA IRRIGATION DISTRICT RIGHT-OF-WAY, CONTINUING A TOTAL DISTANCE OF 1290.00 FEET TO A No. 4 REBAR SET FOR THE SOUTHWEST CORNER OF THIS TRACT;
3. THENCE, N 00° 34' 44" W ALONG THE WEST LINE OF SAID BLOCK 178 ALSO BEING THE EAST LINE OF BLOCK 177, AT A DISTANCE OF 640.00 FEET PASS THE SOUTH RIGHT-OF-WAY LINE OF MILE 16 N. ROAD (NOT OPEN), AT A DISTANCE OF 860.00 FEET PASS THE NORTHWEST CORNER OF SAID BLOCK 178 AND THE SOUTHWEST CORNER OF SAID LOT 187, CONTINUING A TOTAL DISTANCE OF 675.00 FEET TO A No. 4 REBAR SET [NORTHING:16629413.507, EASTING:1134445.885] FOR THE NORTHWEST CORNER OF THIS TRACT;
4. THENCE, N 89° 25' 16" E WITHIN THE RIGHT-OF-WAY OF SAID MILE 18 N. ROAD (NOT OPEN), AT A DISTANCE OF 150.00 FEET PASS A NO. 4 REBAR SET ON THE EAST RIGHT-OF-WAY LINE OF A 150-FOOT DONNA IRRIGATION DISTRICT RIGHT-OF-WAY, AT A DISTANCE OF 1250.00 FEET PASS A NO. 4 REBAR SET ON THE WEST RIGHT-OF-WAY LINE OF SAID FM 493, CONTINUING A TOTAL DISTANCE OF 1290.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 19.99 ACRES OF WHICH 0.820 OF ONE ACRE [27,000.00 SQUARE FEET] LIES WITHIN THE RIGHT-OF-WAY OF FM 493, 0.884 OF ONE ACRE [38,500.00 SQUARE FEET] LIES WITHIN THE RIGHT-OF-WAY OF MILE 16 N. ROAD (NOT OPEN), AND 2.324 ACRES LIE WITHIN A RIGHT-OF-WAY OF DONNA IRRIGATION DISTRICT, LEAVING A NET OF 16.162 ACRES OF LAND, MORE OR LESS.

GENERAL PLAT NOTES & RESTRICTIONS:
HIDALGO COUNTY GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION: ZONE "X" SHADED. 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. PLAIN COMMUNITY-PANEL NO. 480334 0350 C EFFECTIVE DATE: JUNE 8, 2000, REVISED TO REFLECT LOMR DATED MAY 17, 2001.

   THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY-PANEL NO. 480334 0350 C EFFECTIVE DATE: JUNE 8, 2000, REVISED TO REFLECT LOMR DATE MAY 17, 2001 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).
2. SETBACKS:
   FRONT: 25.00 FEET
   REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
   SIDE 8.00 FEET OR EASEMENT WHICHEVER IS GREATER
   CORNER GARAGE FRONT: 18.00 FEET
   CORNER SIDE WHERE R.O.W. IS GREATER THAN 50.00 FEET: 20.00 FEET
3. 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.
4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR ELEVATION 73.00, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED 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. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:
   —>B.M. NO. 1—ELEV. 72.00 N.A.V.D. 88 (GEOID 2003) DESCRIPTIONS: SET MH MONUMENT IN CONCRETE AT THE NORTHEAST CORNER OF LOT 29 OF THIS SUBDIVISION. N:1662425.93, E:1135675.82
   —>B.M. NO. 2—ELEV. 71.70 N.A.V.D. 88 (GEOID 2003) DESCRIPTIONS: SET MH MONUMENT IN CONCRETE AT THE SOUTHEAST CORNER OF LOT 1 OF THIS SUBDIVISION. N:1662750.97, E:1135682.64.
   —>B.M. NO. 3—ELEV. 70.65 N.A.V.D. 88 (GEOID 2003) DESCRIPTIONS: SQUARE CUT SET ON TYPE "A" INLET AT THE NORTHWEST CORNER OF LOT 10. N:16629047.360, E:1134928.550
6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 29.218 (URSC-FEET (0.821 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.) THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT'S DETERMINED AT THE DEVELOPMENT PERMIT STAGE ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAT PLAT ENGINEER CONSIDERATION FOR HIS CALCULATIONS OF THIS SUBDIVISION.
7. 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.
8. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTROTITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
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. 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.
11. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
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. TAEK KIM , THE OWNER & SUBDIVIDER OF ALONDRA LA BLANCA SUBDIVISION PHASE 1, 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.
14. LOT 1 & 29 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO LA BLANCA ROAD F.M. 493.
15. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISH GRAD 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.

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE, KIM FAMILY PROPERTY TRUST AS OWNER OF THE 19.99 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED ALONDRA LA BLANCA SUBDIVISION PHASE 1, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.029 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 LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS.

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

TAEK KIM, TRUSTEE
P. O. BOX 2467
McALLEN, TEXAS 78501

NANCY VARGAS KIM, TRUSTEE
P.O. BOX 2467
McALLEN, TEXAS 78501
DATE: 11-4-16

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED TAEK KIM & NANCY VARGAS KIM, PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS 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 PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 4th DAY OF November, 2016.

NOTARY PUBLIC, STATE OF, TEXAS
MY COMMISSION EXPIRES

LYDIA FLORES
Notary Public
STATE OF TEXAS
My Comm. Exp. June 20, 2018

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR AND LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF ALONDRA LA BLANCA SUBDIVISION PHASE 1 WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 2/6/2015 AND THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION.

FRED L. KURTH, PE # 54151
DATE SURVEYED 1/12/2014
DATE PREPARED 1/27/2015
F-981 PG44-45

RPLS # 4750
JOB No. 14155.02
SURVEY JOB No. #14010.17

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR — FRED L. KURTH — 4750 — PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS — FRED L. KURTH — 54151 — LICENSED PROFESSIONAL ENGINEER

THIS PLAT APPROVED BY THE DONNA IRRIGATION DISTRICT No. 1
ON THIS THE 9th DAY OF September 20 16
ATTEST: Rosendo Guzman, PRESIDENT
SECRETARY
NOTE: DONNA IRRIGATION DISTRICT No. 1 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

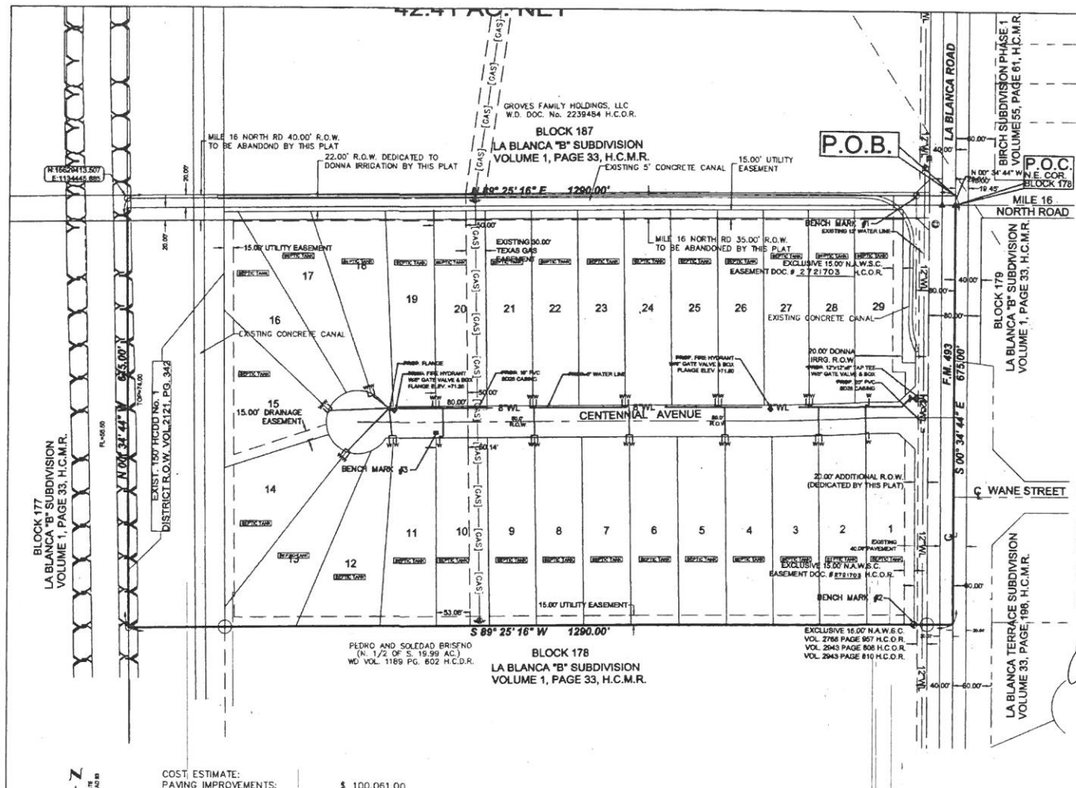
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 46.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR 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.
GENERAL MANAGER
DATE:

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

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF ALONDR



MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA

ENGINEERING REPORT FOR ALONDRA LA BLANCA SUBDIVISION PHASE 1
BY: FRED L. KURTH
WATER SUPPLY: DESCRIPTION, COSTS, AND OPERABILITY DATE

ALONDRA LA BLANCA SUBDIVISION PHASE 1 WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.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 12" DIAMETER WATER LINE RUNNING ALONG THE WEST SIDE OF THE RIGHT-OF-WAY OF LA BLANCA ROAD. THE WATER SYSTEM FOR ALONDRA LA BLANCA SUBDIVISION PHASE I CONSISTS OF A 8" DIAMETER WATER LINE THAT TAPS INTO THE EXISTING 12" LINE ALONG THE WEST SIDE OF LA BLANCA ROAD. THIS 8" LINE THEN RUNS WEST ALONG THE NORTH SIDE OF CENTENNIAL AVENUE RIGHT-OF-WAY ENDING WITH A 2" FLUSH VALVE AT THE NORTHEAST CORNER OF LOT 15.

WATER DISTRIBUTION FOR THE ALONDRA LA BLANCA SUBDIVISION PHASE I CONSISTS OF (13)THIRTEEN-1" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO ¾" DIAMETER SERVICE LINES AND (3) THREE-¾" DIAMETER SERVICES AND ½" SINGLE SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $39,202.33, OR $1,351.80 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $21,725.00, WHICH COVERS THE $748.14 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 CHANGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED 2 FIRE HYDRANTS AT A TOTAL COST OF $5,488.84 FOR A TOTAL COST OF $10,977.68. 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 ALONDRA LA BLANCA SUBDIVISION PHASE 1 WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. THE PROFESSIONAL ENGINEER No. 122256, JOSE ANGEL GONZALEZ 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 REPLACEMENT DRAIN FIELD.

SOIL EVALUATION REPORT:
EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM CLASS II TEXTURE SOIL FOR THE AREA. AT LEAST SIX SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE PROPOSED DISPOSAL AREA. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM SANDY LOAM EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUND WATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $ 1,345.00, 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 AT A TOTAL COST OF $ 39,005.00. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON 06-20-2016.

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 COSTS TO INSTALL THE WATER AND THE UNCONSTRUCTED ON-SITE 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 $ 80,927.33 WHICH EQUALS TO $ 2,100.84 PER LOT.

SEWAGE FACILITIES -- SEPTIC SYSTEM IS ESTIMATED TO COST $1,345.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $39,005.00 FOR THE ENTIRE SUBDIVISION.

Fred L Kurth 11-3-16
ENGINEER'S SIGNATURE DATE

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

REPORTE DE INGENIERIA DE ALONDRA LA BLANCA SUBDIVISION PHASE 1
POR: FRED L. KURTH
ABASTECIMIENTO DE AGUA: DESCRIPCION, COSTOS Y FECHA DE OPERABILIDAD

LA SUBDIVISIÓN ALONDRA LA BLANCE SUBDIVISION PHASE 1 RECIBIRÁ SU PROVISIÓN DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑÍA DE AGUA N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE AGUA PARA ESTA SUBDIVISIÓN CONSISTE DE UN CONDUCTO DE AGUA DE 12 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO OESTE DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA LA BLANCE ROAD. EL SISTEMA DE PROVISIÓN DE AGUA DE LA SUBDIVISIÓN ALONDRA LA BLANCA SUBDIVISION PHASE 1 CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE SE CONECTA CON EL CONDUCTO DE AGUA DISTENTE DE 12 PULGADAS PREVIAMENTE MENSIONADA. ESTA LÍNEA DE 8 PULGADAS CUAL SIGUE HACIA EL OESTE POR EL LADO NORTE DE LA CALLE CENTENNIAL AVENUE TERMINADO CON UNA VARULA DE 2 PULGADAS EN EL LADO NORESTE DE LA DE LOTE 15.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN(13) TRECE DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE. Y (3) TRES CONDUCTOS INDIVIDUALES DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE PULGADA DE DIÁMETRO, EL CONDUCTO DE ¾ DE PULGADA DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE $ 38,202.33 O $ 1,351.80 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIEN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. $ 21,725.00, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $ 748.14, 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 TAMBIEN HA INSTALADO 2 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 5,434.84 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL $10,977.68. 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 SEPTICA EN CADA SOLAR. ESTA FOSA SETICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO JOSE ANGEL GONZALEZ No. 122256, 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 SEPTICAS (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 DOS ES EXCAVACIONES DE EVALUACIÓN 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 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 SEPTICAS POR SOLAR SON $1,345.00 DÓLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SEPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE $39,005.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SEPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SEPTICAS DESDE (06-20-2016).

CERTIFICACIÓN:

ON 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 (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 SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE $80,927.33 O $ 3,100.84 POR LOTE

DRENAJE: SE ESTIMA QUE LA FOSA SEPTICA COSTARA $ 1,345.00 A UN COSTO TOTAL DE $39,005.00 TODA LA SUBDIVISIÓN.

Fred L Kurth 11-3-16
ENGINEER'S SIGNATURE DATE DATE

COST ESTIMATE:

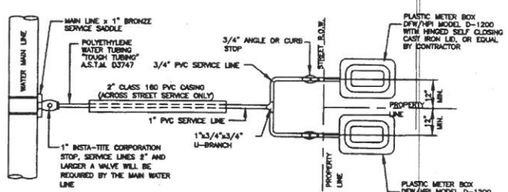
PAVING IMPROVEMENTS:	$ 100,061.00
DRAINAGE IMPROVEMENTS:	$ 56,339.28
WATER DISTRIBUTION	$ 39,202.33
SANITARY SEWER IMPROVEMETNS / OSSF:	$ 39,005.00
ESTIMACION DE COSTOS:	$ 100,061.00
PAVIMENTACION DE CALLES:	$ 56,339.28
DREAJE PLUVIAL:	$ 39,202.33
SERVICIO DE AGUA POTABLE:	$ 39,005.00
SERVICIO DE DRENAJE SANITARIO	

SCALE: 1"=100'

LEGEND:
- SET REBAR
- FOUND COTTON PICKER SPINDLE
- FOUND PIPE
- FOUND REBAR
- PROPOSED DUAL WATER SERVICE
- PROPOSED SINGLE WATER SERVICE
- PROPOSED SEPTIC TANK
- TYPICAL DETAILS OF SERVICE LINES AND WATER METER BOX

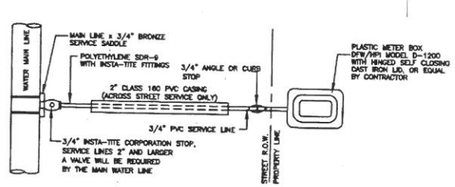
LEYENDA
- VARILLA ASENTADA
- ℄ ENCONTRADA
- TUBO DE VARILLA ENCONTRADO
- VARILLA ENCONTRADO
- SERVICIO DOBLE DE AGUA PROPUESTO
- SERVICIO INDIVIDUAL DE AGUA PROPUESTO
- TANQUE SEPTICO

DETALLE TIPICO DE LINEAS DE SERVICIO Y MEDIDORES DE AGUA

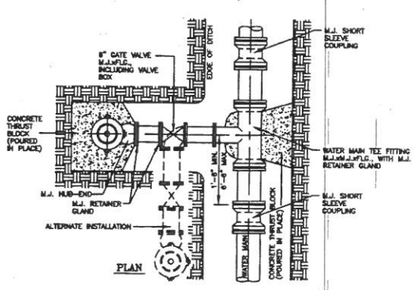


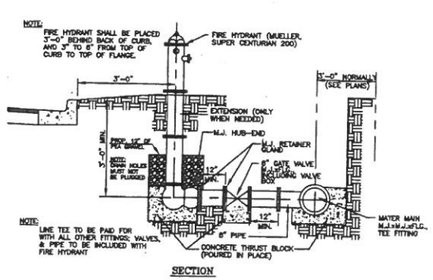
DUAL WATER SERVICE CONNECTION
N.T.S.

NOTE: IF UTILITY EASEMENT IS DEDICATED AT THE FRONT OF THE LOT, THE LOCATION OF THE ANGLE STOP IS TO BE DETERMINED BY N.A.W.S.C. AND THE ENGINEER.



SINGLE WATER SERVICE CONNECTION
N.T.S.





TYPICAL FIRE HYDRANT INSTALLATION
N.T.S.

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 AND OR WATER WELLS FOR EACH LOT(S) 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:

I, WE, KIM FAMILY PROPERTY TRUST SUBDIVIDER OF ALONDRA LA BLANCA SUBDIVISION PHASE 1 HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT 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 COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

OWNER

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TAEK KIM KNOWN TO ME THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO BE THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 4th DAY OF November 20 16

NOTARY PUBLIC
MY COMMISSION EXPIRES 10/20/2018

LYDIA FLORES
Notary Public
STATE OF TEXAS
My Comm. Exp. June 20, 2018

WATER AND SEWER
SUBDIVISION MAP OF

ALONDRA LA BLANCA SUBDIVISON PHASE 1

A SUBDIVISION OF 19.99 ACRES
CONSISTING OF THE NORTH 19.55 ACRE OF BLOCK 178, AND THE SOUTH 0.44 OF ONE ACRE OUT OF BLOCK 187
LA BLANCA "B" SUBDIVISION,
VOLUME 1, PAGE 33, H.C.M.R.,
HIDALGO COUNTY, TEXAS.

MELDEN & HUNT, INC.
TEXAS REGISTERED F-1435
MELDEN & HUNT INC.
CONSULTANTS · ENGINEERS · SURVEYORS
115 W. McINTYRE
EDINBURG, TX. 78541
OFF: (956) 381-0981
FAX: (956) 381-1633
227 N. F.M. 3167
RIO GRANDE CITY, TX. 78582
OFF: (956) 487-4256
FAX: (956) 486-6561
E-MAIL: www.meldenandhunt.com
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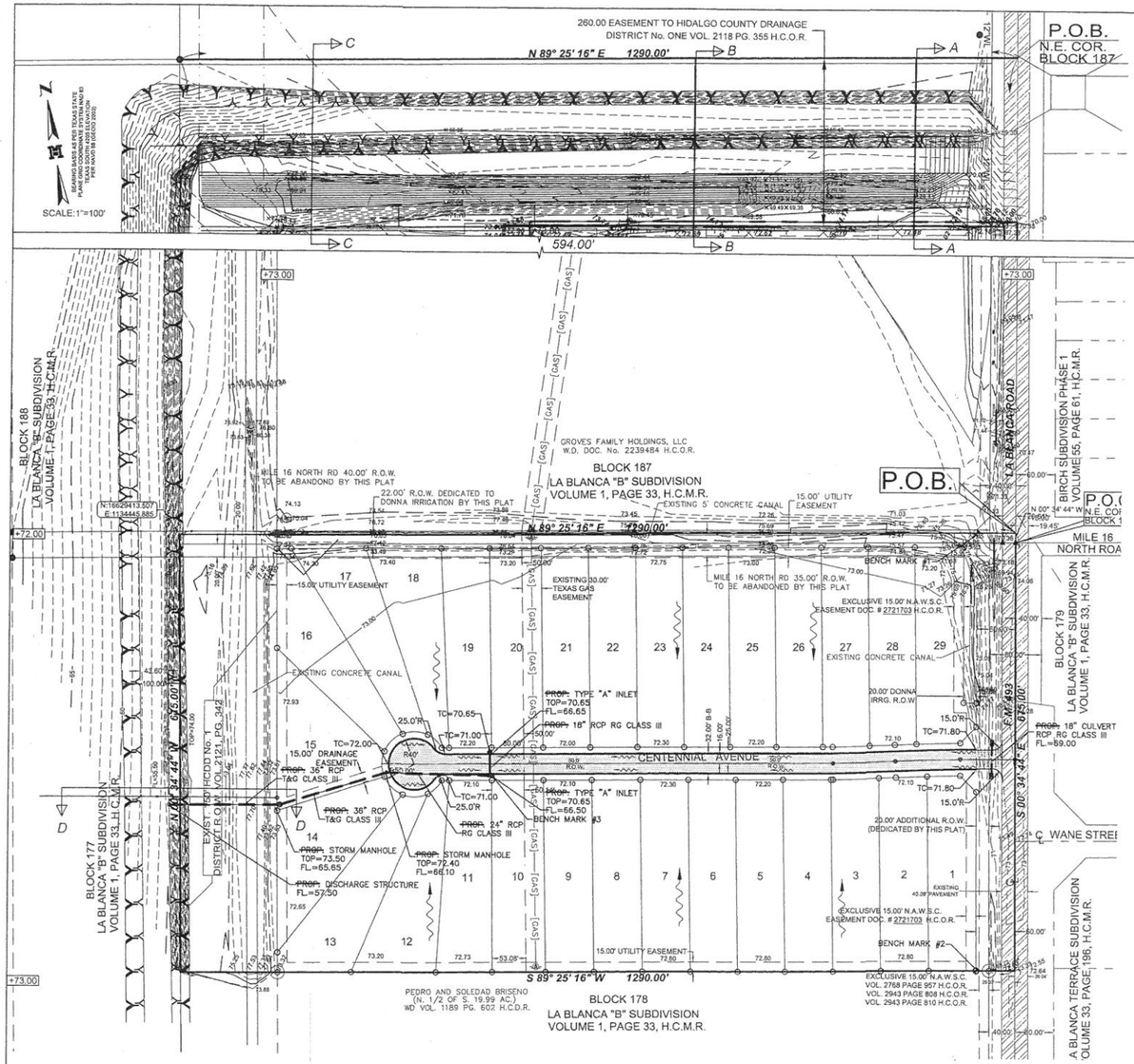
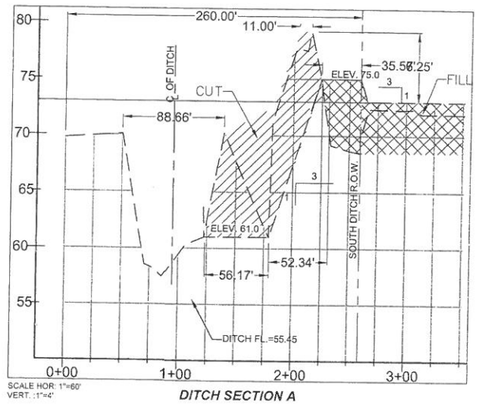
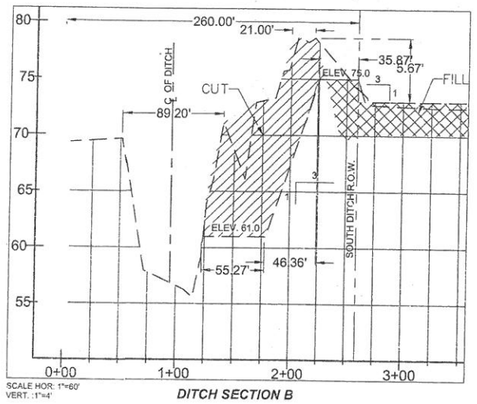
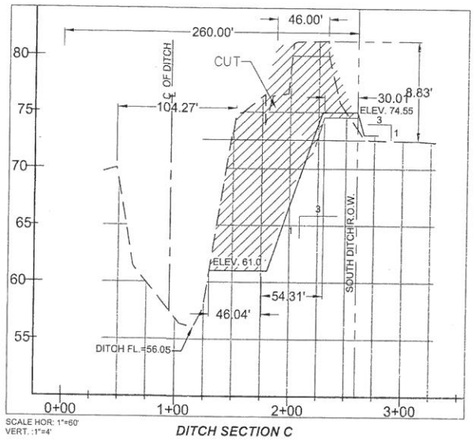




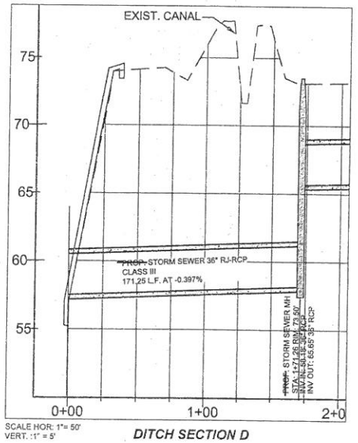
DITCH SECTION A



DITCH SECTION B



DITCH SECTION C



DITCH SECTION D

FINAL POST DEVELOPMENT GRADES 72.30

DRAINAGE STATEMENT
ALONDRA LA BLANCA PHASE 1

ALONDRA LA BLANCA SUBDIVISION PHASE 1 IS A 19.99 ACRES TRACT OF LAND BEING 19.55 ACRES OUT OF BLOCK 178 AND 0.44 OF ONE ACRE OUT OF BLOCK 187, LA BLANCA "B" SUBDIVISION, HIDALGO COUNTY, TEXAS AS RECORDED IN VOLUME 1, PAGE 33, HIDALGO COUNTY MAP RECORDS. THE PROPERTY IS LOCATED ALONG THE WEST SIDE OF F.M. 493 AND ALONG THE SOUTH SIDE OF MILE 16 NORTH ROAD. THE PROPERTY IS CURRENTLY AGRICULTURE AND IS DESIGNATED FOR A 29 LOT RESIDENTIAL USE. THE PROPERTY DOES NOT FALL WITHIN THE BOUNDARY OR ETJ OF ANY CITY. THE PROPERTY IS LOCATED IN ZONE 'X' SHADED IN FEMA'S FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480334 0350 C, MAP REVISED JUNE 6, 2000 AND REVISED TO REFLECT LOMR DATE MAY 17, 2001. ZONE 'X' SHADED IS AN "AREA BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREA SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD".

THE SOILS ARE FINE SANDY LOAM AND SANDY CLAY LOAM, WHICH IS MODERATELY PERVIOUS WITH A RELATIVELY LOW PLASTICITY INDEX. THIS SOIL IS IN HYDROLOGIC GROUP "B". (SEE EXCERPTS FROM 'SOIL SURVEY OF HIDALGO COUNTY, TEXAS')

EXISTING RUNOFF IS BY SURFACE FLOW IN AN EASTERLY DIRECTION AND HAS A RUNOFF OF 5.09 C.F.S. DURING THE 10-YEAR STORM FREQUENCY AS PER THE ATTACHED CALCULATIONS.

THE EXISTING DRAINAGE FOR ALONDRA LA BLANCA SUBDIVSION PHASE 1 SHALL CONSIST OF SURFACE RUNOFF FROM THE LOTS INTO PROPOSED STREETS FLOWING TO THE WEST OF THIS SUBDIVISION. RUNOFF FROM STREETS SHALL FLOW INTO THE DONNA IRRIGATION DISTRICT DITCH VIA TYPE "A" INLETS AND AN 18" TO 24" STORM DRAINAGE SYSTEM. THE EXISTING DONNA IRRIGATION DISTRICT DITCH ALSO KNOWN AS THE SOUTH MAIN DRAIN FLOWS NORTH THEN EAST ULTIMATELY DISCHARGING INTO THE MAIN FLOODWATER CHANNEL.

IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE POLICY, THE PEAK RATE OF RUNOFF IN THE SUBDIVISION WILL NOT BE INCREASED DURING THE 10-YEAR RAINFALL EVENT DUE TO THE IMPROVEMENTS IN THIS SUBDIVISION. THEREFORE, AS PER ATTACHED CALCULATIONS, 29,219 CUBIC FEET OF DETENTION WILL BE PROVIDED BY WIDENING THE DONNA IRRIGATION DISTRICT DITCH (SOUTH MAIN DRAIN). A PORTION OF THE DONNA IRRIGATION DISTRICT DITCH WHICH RUNS WEST AND EAST APPROXIMATELY 1170 FEET NORTH OF THIS SUBDIVISION SHALL BE WIDEN TO DETAIN THE REQUIRED VOLUME. EXISTING ROAD DITCH ALONG VAL VERDE ROAD (F.M. 1423) SHALL BE GRADED TO HAVE POSITIVE FLOW PROVIDED THAT TX-DOT GRANTS DEVELOPER PERMISSION TO DO SO.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100 YEAR FLOODPLAIN AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0350 C, REVISED TO REFLECT LOMR DATE MAY 17, 2001 IS CONTAINED WITHIN THE WIDENING OF THE EXISTING H.C.I.D. No. 1 DITCH ALONG THE NORTH SIDE OF THIS SUBDIVISION.

FRED L. KURTH, PE # 54151 — DATE: 11-9-16

TOPOGRAPHY AND DRAINAGE
SUBDIVISION MAP OF

ALONDRA LA BLANCA SUBDIVISION PHASE 1

A SUBDIVISION OF 19.99 ACRES
CONSISTING OF THE NORTH 19.55 ACRE OF BLOCK 178, AND
THE SOUTH 0.44 OF ONE ACRE OUT OF BLOCK 187
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TEXAS REGISTRATION F-1435

STATE OF TEXAS
FRED L. KURTH
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115 W. McINTYRE — OFF: (956) 381-0981 — FAX: (956) 381-1839
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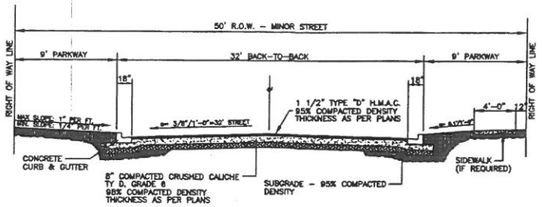
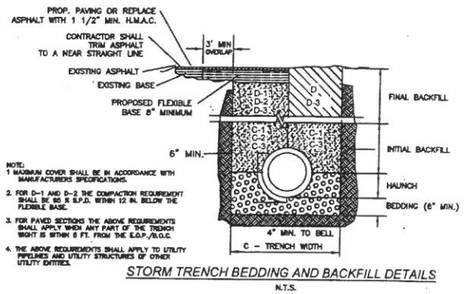


TYPICAL STREET CROSS SECTION

N.T.S.



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 AND/OR GRAVEL MIN BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE DIA. COMPACTED THICKNESS = 6") – PIT RUN GRAVEL (" MIX SIZE.

B. HAUNCH FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS 1 OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 85% S.P.D., 6" LOOSE LIFTS, MECHANICAL COMPACTION.

C. TRENCH WIDTH – SHALL BE BELL O.D. + 1.0 + 12", MINIMUM TRENCH WIDTH SHALL EQUAL STRUCTURE WIDTH + 4'-0" THROUGHOUT THE HEIGHT OF THE STRUCTURE.

D-1 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON CITY STREET, PARKING AREAS, DRIVEWAYS, COUNTY ROADS & UNPAVED AREAS – SHALL BE SOIL TYPE A1, A2, A3 WITH A MAXIMUM P.I. OF 10 (AASHTO M145) COMPACTED TO 95% S.P.D., 6" LOOSE LIFTS, MECHANICAL COMPACTION.

D-2 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON STATE MAINTAINED ROADWAY – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 95% S.P.D., AS PER ASTM D4253 AND ASTM D698, 6" LOOSE LIFTS, MECHANICAL COMPACTION.

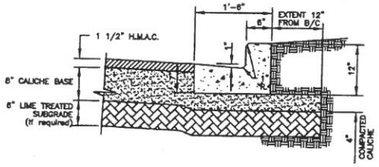
D-3 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II WITH A MAXIMUM P.I. OF 10 (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 95% S.P.D., 6" LOOSE LIFTS, MECHANICAL COMPACTION.

D. FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE UNDER UNPAVED SECTIONS – SHALL BE CLASS I, II, III, OR IV, COMPACTED TO 95% S.P.D., (12" LOOSE LIFTS, MECHANICAL COMPACTION).

D-1 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREAS, DRIVEWAYS AND COUNTY ROADS – SHALL BE SOIL TYPE A1, A2, A3 WITH A MAXIMUM P.I. OF 10 (AASHTO M145) COMPACTED TO 95% S.P.D., 6" LOOSE LIFTS, MECHANICAL COMPACTION.

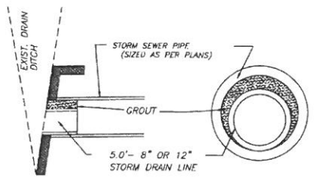
D-2 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON STATE MAINTAINED ROADWAY – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 95% S.P.D., AS PER ASTM D4253 AND ASTM D698, 6" LOOSE LIFTS, MECHANICAL COMPACTION.

D-3 FINAL BACKFILL OR STRUCTURES (INLETS, MANHOLES, ETC.) – STRUCTURES UNDER THE ROADWAY AND UP TO 5 FT BEYOND THE EDGE OF PAVEMENT/BACK OF CURB SHALL HAVE CLASS I OR CLASS II (ASTM D2321) OR SCS, TYPE 1A, A2, OR A3 (AASHTO M145) WITH A MAXIMUM P.I. OF 10 BACKFILL MATERIAL STRUCTURES BEYOND 5 FT FROM THE E.O.P./B.O.C. SHALL HAVE CLASS I, II, III OR IV (ASTM D2321) BACKFILL MATERIAL FOUNDATION PREPARATION (WELLPOINTS, MINIMUM 4" GRAVEL OR CEMENTS 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% S.P.D. (USE RELATIVE DENSITY TEST PER ASTM D4253 & ASTM D698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 6".

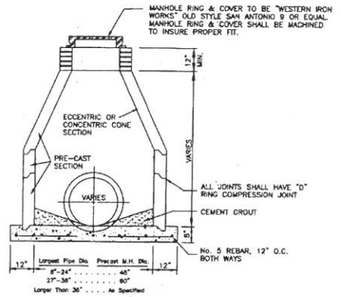


SECTION "AA" - CONCRETE CURB & GUTTER

N.T.S.

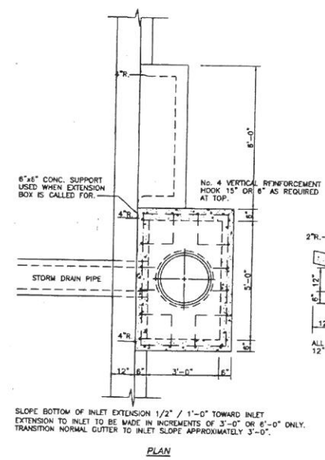


PROP. RESTRICTION DETAIL



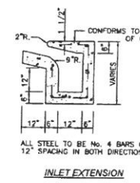
STANDARD STORM SEWER
PRE-CAST CONCRETE MANHOLE

N.T.S.



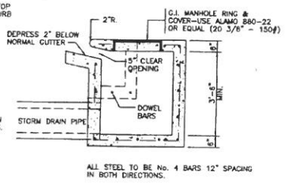
SLOPE BOTTOM OF INLET EXTENSION 1/2" / 1'-0" TOWARD INLET EXTENSION TO INLET TO BE MADE IN INCREMENTS OF 3'-0" OR 6'-0" ONLY. TRANSITION NORMAL GUTTER TO INLET SLOPE APPROXIMATELY 3'-0".

PLAN



ALL STEEL TO BE No. 4 BARS ON 12" SPACING IN BOTH DIRECTIONS.

INLET EXTENSION

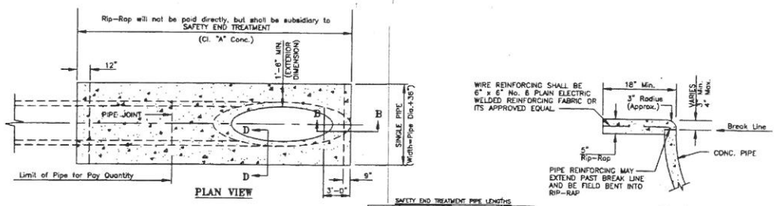


ALL STEEL TO BE No. 4 BARS 12" SPACING IN BOTH DIRECTIONS.

SECTION

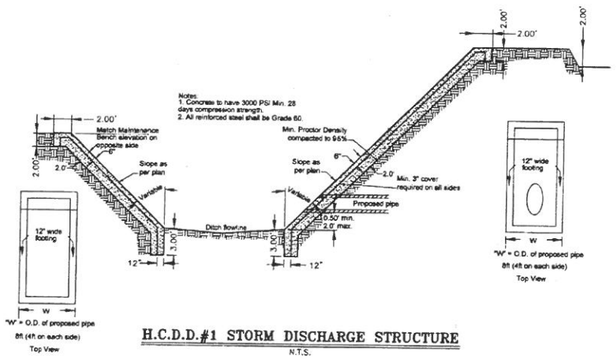
TYPE "A" INLET

N.T.S.



SAFETY END TREATMENT – (Type "C") DETAILS

N.T.S.



H.C.D.D.#1 STORM DISCHARGE STRUCTURE

N.T.S.

DETAILS
SUBDIVISION MAP OF

ALONDRA LA BLANCA SUBDIVISION PHASE 1

A SUBDIVISION OF 19.99 ACRES
CONSISTING OF THE NORTH 19.55 ACRE OF BLOCK 178, AND THE SOUTH 0.44 OF ONE ACRE OUT OF BLOCK 187
LA BLANCA "B" SUBDIVISION,
VOLUME 1, PAGE 33, H.C.M.R.,
HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED PROFESSIONAL ENGINEER

11-9-06

MELDEN & HUNT, INC
TEXAS REGISTERED F-1435
MELDEN & HUNT INC.
CONSULTANTS · ENGINEERS · SURVEYORS
115 N. 6th STREET, EDINBURG, TX. 78541 — OFF: (956) 381-0981 FAX: (956) 381-1839
227 N. FM. 3167, RIO GRANDE CITY, TX. 78582 — OFF: (956) 487-5256 FAX: (956) 487-5591
E-MAIL: www.meldenandhunt.com — ESTABLISHED 1947

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: 11-22-2016

PROPOSED **EDUARDO'S SUBDIVISION NO. 14**, PRECINCT No. **3.**

ENGINEER: **IZAGUIRRE ENGINEERING GROUP, LLC.** DEVELOPER: **DIANA LAURA IZAGUIRRE**

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

NUMBER OF LOTS: **33** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **WEST OF TROSPER ROAD APPROXIMATELY ½ MILE NORTH OF 3 MILE LINE.**

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

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **4-06-2016** PROPERTY LIES WITHIN FLOOD ZONE: **" C "** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE WILL BE PROVIDED BY A STORM SEWER PIPE SYSTEM, DISCHARGING TO THE EXISTING DRAIN DITCH ABUTTING THE WEST LOT LINE OF THIS PROPOSED SUBDIVISION. DETENTION WILL BE ACCOMPLISHED BY WIDENING OF THE EXISTING DITCH.**

ROAD R.O.W. DEDICATION: **NO ADDITIONAL R.O.W. DEDICATION IS REQUIRED.**

H.C.R.O.W. FINAL APPROVAL DATE: **11-09-2016** By, **VICTOR GALLARDO, PCT. 3** 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: **CITY OF MISSION** LINE SIZE: **8"** LOCATION: **TROSPER ROAD.**

WATER SERVICE PROVIDER: **SWSC** LINE SIZE: **6"** LOCATION: **TROSPER ROAD.**

H.C.O.E.C. FINAL APPROVAL DATE: **10-25-2016** : 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.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **MAY 25, 2016**

STAFF RECOMMENDS:

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

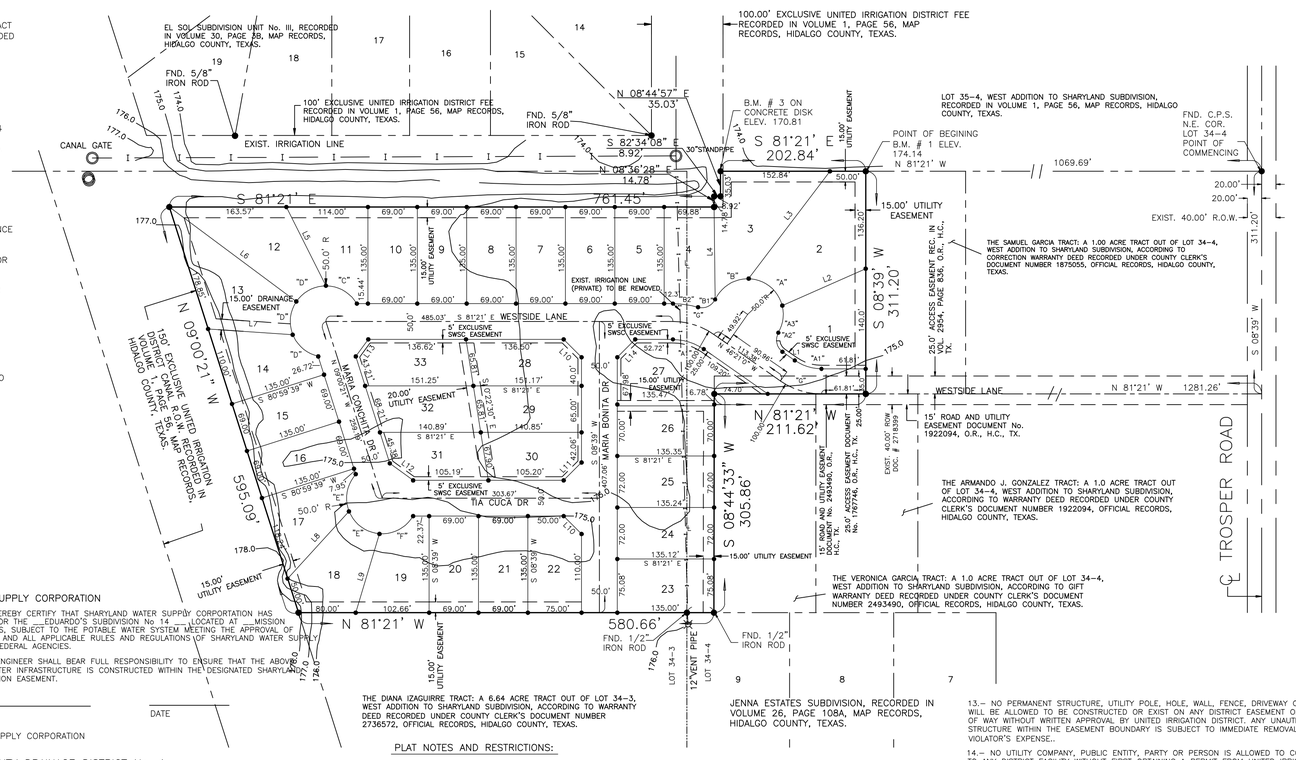
☒ **Final Approval** *subject to recommendations other departments*

* *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.*

SUBDIVISION PLAT OF
EDUARDO'S SUBDIVISION No. 14

A 10.24 ACRE TRACT OF LAND OUT OF LOTS 34–3 AND 34–4, WEST ADDITION TO SHARYLAND SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 56, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEEDS RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2673000, 2682396 AND 2682397, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

SCALE 1" = 100'



LOCATION MAP SCALE= 1":2000'

METES AND BOUNDS

A 10.24 ACRE TRACT OF LAND OUT OF LOTS 34–3 AND 34–4, WEST ADDITION TO SHARYLAND SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 56, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEEDS RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2673000, 2682396 AND 2682397, 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 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE NORTH LINE OF LOT 34–4 FOR THE NORTHWEST CORNER OF THE SAMUEL GARCIA TRACT (A 1.0 ACRE TRACT OF LAND OUT OF LOT 34–4, WEST ADDITION TO SHARYLAND SUBDIVISION, ACCORDING TO CORRECTION WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1875055, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT, SAID ROD BEARS N 81°21' W, 1,069.69 FEET FROM THE NORTHEAST CORNER OF LOT 34–4.

THENCE; S 08°39' W, ALONG THE WEST LINE OF THE SAMUEL GARCIA TRACT, PASSING AT 286.20 FEET THE NORTH RIGHT OF WAY LINE OF WESTSIDE LANE,
A TOTAL DISTANCE OF 311.20 FEET TO A 1/2" IRON ROD WITH CAP STAMPED 4856 SET ON THE NORTH LINE OF THE ARMANDO J. GONZALEZ TRACT (A 1.0 ACRE TRACT OUT OF LOT 34–4, WEST ADDITION TO SHARYLAND SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1922094, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 81°21' W, ALONG THE NORTH LINE OF ARMANDO J. GONZALEZ TRACT, THE NORTH LINE OF THE VERONICA GARCIA TRACT (A 1.0 ACRE TRACT OUT OF LOT 34–4, WEST ADDITION TO SHARYLAND SUBDIVISION, ACCORDING TO GIFT WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2493490, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), AND WITHIN THE RIGHT OF WAY OF WESTSIDE LANE, A DISTANCE OF 211.62 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST OF THE VERONICA GARCIA TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 08°44'33" W, ALONG THE WEST LINE OF THE VERONICA GARCIA TRACT, A DISTANCE OF 305.86 FEET TO A 1/2" IRON ROD FOUND ON THE NORTH LINE OF JENNA ESTATES (RECORDED IN VOLUME 26, PAGE 108A, MAP RECORDS, HIDALGO COUNTY, TEXAS) FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°21' W, ALONG THE NORTH LINE OF JENNA ESTATES AND THE NORTH LINE OF THE DIANA IZAGUIRRE TRACT (A 6.64 ACRE TRACT OUT OF LOT 34–3, WEST ADDITION TO SHARYLAND SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2736572, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), A DISTANCE OF 580.66 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE EAST LINE OF A 150.00 FOOT UNITED IRRIGATION DISTRICT CANAL RIGHT OF WAY FOR THE NORTHWEST CORNER OF THE DIANA IZAGUIRRE TRACT AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°00'21" W, ALONG THE EAST LINE OF SAID 150.00 FOOT UNITED IRRIGATION DISTRICT CANAL RIGHT OF WAY, A DISTANCE OF 595.09 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE SOUTH LINE OF A 100.00 FOOT UNITED IRRIGATION DISTRICT CANAL RIGHT OF WAY THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°21' E, ALONG THE SOUTH LINE OF SAID 100.00 FOOT UNITED IRRIGATION DISTRICT CANAL RIGHT OF WAY, A DISTANCE OF 761.45 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 08°36'28" E, A DISTANCE OF 14.78 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 82°34'08" E, A DISTANCE OF 8.92 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 08°44'57" E, A DISTANCE OF 35.03 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE NORTH LINE OF LOT 34–4 FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 81°21' E, ALONG THE NORTH LINE OF LOT 34–4, A DISTANCE OF 202.84 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.24 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH JENNA ESTATES SUBDIVISION, RECORDED IN VOLUME 26, PAGE 108A, MAP RECORDS, HIDALGO COUNTY, TEXAS.

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

I, DIANA LAURA IZAGUIRRE, OWNER OF THE 10.24 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED EDUARDO'S SUBDIVISION No.14, 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;
(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.

DIANA LAURA IZAGUIRRE — DATE
LAS DIANAS LAND DEVELOPMENT, LLC.
7413 N. LA HOMA
MISSION, TEXAS 78574

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared DIANA LAURA IZAGUIRRE proved to me through her 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 she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 2016.

DAISY BONILLA
MY COMMISSION EXPIRES
August 02, 2017

NOTARY PUBLIC– STATE OF TEXAS

THIS PLAT IS HEREBY APPROVED BY UNITED DISTRICT ON THIS THE _____ DAY OF _____, 2016.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON UNITED IRRIGATION DISTRICT RIGHT OF WAYS OR EASEMENTS. APPROVAL OF THIS PLAT DOES NOT RELEASE ANY RIGHTS THAT THE DISTRICT MAY HAVE WHETHER SHOWN OR NOT.

ATTEST: _____ PRESIDENT _____ SECRETARY

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

WE THE UNDERSIGNED CERTIFY that this plat of the EDUARDO'S SUBDIVISION No. 14 was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge — date

ATTEST: _____
Hidalgo County Clerk — date

COUNTY COURT
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

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	DIANA LAURA IZAGUIRRE	7413 N. LA HOMA RD	MISSION, TEXAS 78574	(956)240–3246	(956)585–0190
ENGINEER:	GILBERTO A. GRACIA	7413 N. LA HOMA	MISSION, TEXAS 78574	(956)584–0554	(956)584–0190
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TEXAS 78539	(956)381–6480	(956)381–0527

NOTE:
SHARYLAND WATER SUPPLY CORPORATION

I, SHERILYN DAHLBERG, HEREBY CERTIFY THAT SHARYLAND WATER SUPPLY CORPORTATION HAS WATER INFRASTRUCTURE FOR THE ___EDUARDO'S SUBDIVISION No 14 ___LOCATED AT ___MISSION IN HIDALGO COUNTY, TEXAS, SUBJECT TO THE POTABLE WATER SYSTEM MEETING THE APPROVAL OF OF THE DESIGN ENGINEER AND ALL APPLICABLE RULES AND REGULATIONS OF SHARYLAND WATER SUPPLY AND LOCAL, STATE, AND FEDERAL AGENCIES.

DEVELOPER AND DESIGN ENGINEER SHALL BEAR FULL RESPONSIBILITY TO ENSURE THAT THE ABOVE REFERENCED POTABLE WATER INFRASTRUCTURE IS CONSTRUCTED WITHIN THE DESIGNATED SHARYLAND WATER SUPPLY CORPORATION EASEMENT.

SHERILYN DAHLBERG — DATE
GENERAL MANAGER
SHARYLAND WATER SUPPLY CORPORATION

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1

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

Raul Sesin P.E., C.F.M. — Date
General Manager

STATE OF TEXAS
COUNTY OF HIDALGO

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

STATE OF TEXAS
GILBERTO A GRACIA
62477
REGISTERED
PROFESSIONAL
ENGINEER

GILBERTO A. GRACIA
REGISTERED PROFESSIONAL ENGINEER No. 62477
IZAGUIRRE ENGINEERING GROUP, LLC.
7413 N. LA HOMA
MISSION, TEXAS 78574

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE EDUARDO'S SUBDIVISION No.14, WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON _____

STATE OF TEXAS
ALFONSO QUINTANILLA
4856
REGISTERED
PROFESSIONAL
LAND SURVEYOR

ALFONSO QUINTANILLA — DATE
R.P.L.S. No. 4856
SURVEYING REGISTRATION NUMBER 100411–00

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE "C" AREAS OF MINIMAL FLOODING.
COMMUNITY–PANEL NUMBER 480334 0400 C. EFFECTIVE DATE: NOVEMBER 16, 1982.

2.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 1 – 33.

3.– MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE 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.

4.– LEGEND —● DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.

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

6.– MINIMUM BUILDING SETBACK LINES:
FRONT .....25.00'
FRONT GARAGE.....18.00'
REAR.....15.00'
SIDE.....6.00'
SIDE CORNER.....10.00'
OR TO EASEMENT LINE WHICHEVER IS GREATER ON ALL CASES

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 13.02 CUBIC FEET (0.000298 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.4.

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.– BENCHMARK NOTE: THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS. B.M. 1 ELEV. 174.14 AT A IRON ROD LOCATED ON THE NORTHEAST CORNER OF THIS DEVELOPMENT N.A.V.D. 88 DATUM.
B.M. 2 ELEV. 175.23 AT A IRON ROD LOCATED AT THE MOST SOUTHERN SOUTHEAST CORNER OF THIS DEVELOPMENT. N.A.V.D. 88 DATUM.
B.M. 3 ON CONCRETE DISK ELEV. 170.81 AT THE NORTHWEST CORNER OF LOT 3. N.A.V.D. 88 DATUM.

10.– EACH PURCHASE 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 IRRIGATION EASEMENTS ARE EXCLUSIVE TO UNITED IRRIGATION DISTRICT, AND THE DISTRICT ALLOWS NO OTHER UTILITIES OR USE WITHOUT ITS EXPRESS WRITTEN APPROVAL.

12.– NO UTILITY COMPANY, PUBLIC ENTITY, PARTY OR PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM UNITED IRRIGATION DISTRICT.

13.– NO PERMANENT STRUCTURE, UTILITY POLE, HOLE, WALL, FENCE, DRIVEWAY OR ROAD WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY UNITED IRRIGATION DISTRICT. ANY UNAUTHORIZED STRUCTURE WITHIN THE EASEMENT BOUNDARY IS SUBJECT TO IMMEDIATE REMOVAL AT VIOLATOR'S EXPENSE..

14.– NO UTILITY COMPANY, PUBLIC ENTITY, PARTY OR PERSON IS ALLOWED TO CONNECT TO ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM UNITED IRRIGATION DISTRICT. ANY CONNECTION NOT AUTHORIZED BY THE DISTRICT IS SUBJECT TO IMMEDIATE REMOVAL AT VIOLATOR'S EXPENSE..

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

16. THE RESIDENTIAL LOTS SHOULD REFLECT SERVICE BY A 3/4" METER.

17. 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 OWNERS CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

18.– 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.

INDEX OF SHEETS

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; OWNERS DEDICATION, CERTIFICATION, AND ATTESTATION; 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; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; HCHD CERTIFICATION; REVISION NOTES.

SHEET 2.– WATER DISTRIBUTION MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER CERTIFICATE AND STATEMENT.

SHEET 3.– DETAIL SHEET

SHEET 4.– PAVING DISTRIBUTION AND DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; TYPICAL ROADWAY SECTION; CURB AND GUTTER SECTION; VALLEY GUTTER SECTION.

SHEET 5.– SEWER DISTRIBUTION SHEET

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

EDUARDO'S SUBDIVISION No.14 IS LOCATED IN WEST HIDALGO COUNTY, APPROXIMATELY 2300.0 FEET NORTH OF MILE 3 NORTH ROAD (FM 1924) AND APPROXIMATELY 800.0 FEET WEST OF TROSPER ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 77,058). EDUARDO'S SUBDIVISION No.14 LIES APPROXIMATELY 0.37 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY OF MISSION'S FIVE–MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND LIES IN PCT. NO. 3.

PLANNING & ZONING COMMISSION ACKNOWLEDGMENT

THIS PLAT OF EDUARDO'S SUBDIVISION No. 14 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 20___.

_____
CHAIRMAN

CITY OF MISSION
CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0115(B) WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF EDUARDO'S SUBDIVISION No. 14 WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

_____ — _____
MAYOR OF CITY OF MISSION — DATE

ATTEST: _____ — _____
CITY SECRETARY — DATE

LINE DATA TABLE

DATA	BEARING	LENGTH
L1	N 46°21'00" W	21.14'
L2	N 74°46'47" E	127.42'
L3	N 45°46'15" E	188.15'
L4	N 08°02'56" E	129.18'
L5	N 18°01'44" W	123.11'
L6	N 44°42'46" W	221.13'
L7	N 77°25'14" W	118.43'
L8	S 51°01'37" W	127.12'
L9	S 25°25'19" W	115.04'
L10	S 36°21'00" E	35.36'
L11	S 53°39'00" W	35.36'
L12	N 45°10'40" W	40.36'
L13	N 44°49'20" E	29.51'
L14	N 53°39'00" E	35.36'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
"A1"	35°00'00"	65.00'	39.71'
"A2"	85°53'29"	20.00'	29.98'
"A3"	45°03'29"	50.00'	39.32'
"A"	74°10'00"	50.00'	64.72'
"B"	67°03'11"	50.00'	58.52'
"B1"	81°42'37"	20.00'	28.52'
"B2"	16°19'26"	125.00'	35.61'
"C"	60°00'00"	50.00'	52.36'
"D"	55°53'07"	50.00'	48.77'
"E"	64°00'00"	50.00'	55.85'
"F"	64°20'39"	50.00'	56.15'
"G	35°00'00"	100.00'	61.09'

AREA TABLE

LOT No.	AREA (S.F.)	AREA (AC)
1	13,037.54	0.299
2	17,883.72	0.410
3	15,768.19	0.362
4	9,666.37	0.222
5–10	9,315.00	0.214
11	10,200.41	0.234
12	13,490.90	0.310
13	14,129.73	0.324
14	10,689.49	0.245
15–16	9,315.00	0.214
17	10,031.58	0.230
18	11,014.12	0.253
19	10,343.06	0.237
20–21	9,315.00	0.214
22	9,812.50	0.225
23	10,140.29	0.233
24	9,732.89	0.223
25	9,741.25	0.224
26	9,478.68	0.218
27	13,776.18	0.316
28	9,849.47	0.226
29	9,490.90	0.218
30	8,776.31	0.201
31	8,792.07	0.202
32	9,494.59	0.218
33	9,870.52	0.227

SHEET NO. 1 OF 5 SHEETS

FILENAME : K:\PROJECT\SUBDIVISIONS\EDUARDO'S No.14\PLAT

DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
JAN 14, 2016.	M.G.	D. L. I.	G.A.G.
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
Sept 28, 2016	ALFONSO.	G.A.G.	G.A.G.

NO.	SHEET	REVISION	DATE	APPROVED

IZAGUIRRE ENGINEERING GROUP, LLC.

7413 N. LA HOMA
MISSION TX, 78574

CONSULTING ENGINEERS
F–10214

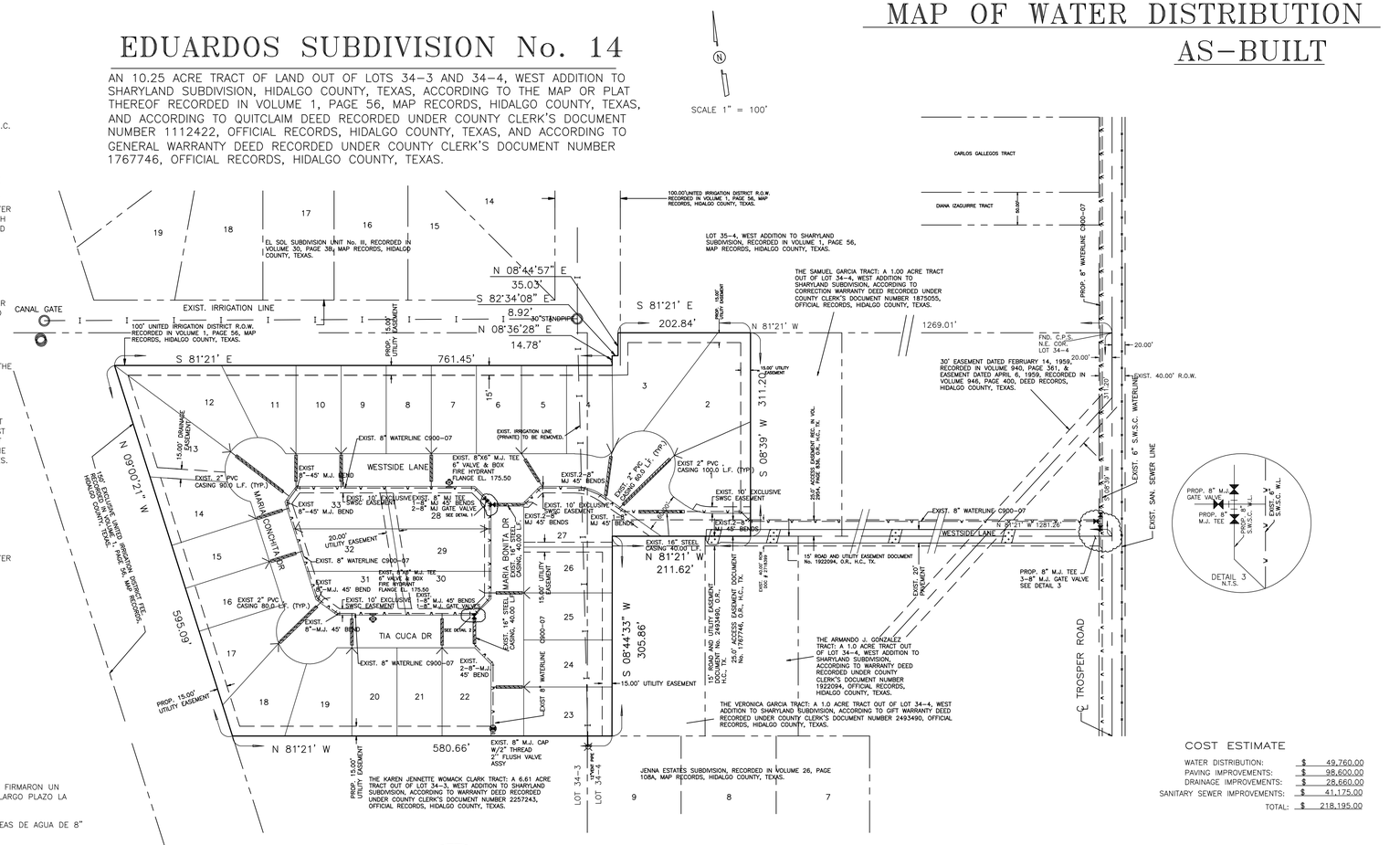
TEL. (956) 584–0554
FAX. (956) 584–0554

ALL WATERLINE CONSTRUCTION SHALL REFERENCE SHARYLAND WATER SUPPLY COMPANY CONSTRUCTION STANDARDS. CONTRACTOR SHALL REFERENCE SHARYLAND WATER SUPPLY COMPANY STANDARD DETAILS WHENEVER CONFLICTS ARISE.

EDUARDOS SUBDIVISION No. 14

AN 10.25 ACRE TRACT OF LAND OUT OF LOTS 34–3 AND 34–4, WEST ADDITION TO SHARYLAND SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 56, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO QUITCLAIM DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1112422, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1767746, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

MAP OF WATER DISTRIBUTION AS–BUILT



COST ESTIMATE

WATER DISTRIBUTION:	$ 49,760.00
PAVING IMPROVEMENTS:	$ 98,600.00
DRAINAGE IMPROVEMENTS:	$ 28,660.00
SANITARY SEWER IMPROVEMENTS:	$ 41,175.00
TOTAL:	$ 218,195.00

LEGEND
- TEST BORINGS
- SEPTIC TANK
- WATER METER BOX
- WATER LINE
- SERVICE LINES

FINAL ENGINEERING REPORT FOR EDUARDO'S SUBDIVISION No. 14:
BY GILBERTO A. GRACIA

WATER SUPPLY: Description and Costs.

WATER SUPPLY:
EDUARDO'S SUBDIVISION No. 14 WILL BE PROVIDED WITH POTABLE WATER BY THE WATER COMPANY OF SHARYLAND WATER SUPPLY COMPANY (S.W.S.C.).P THE SUBDIVIDER AND COMPANY S.W.S.C. SIGNED A CONTRACT BY WHICH,THE SUBDIVISION WILL RECEIVE SUFFICIENT WATER PROVISION FOR AT LEAST 30 YEARS AND S.W.S.C. HAS PROVIDED SUFFICIENT DOCUMENTATION TO ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

S.W.S.C. HAS AN EXISTING 6" DIAMETER LINE RUNNING WITHING THE TROSPER RD ROW ON THE EAST SIDE OF TROSPER ROAD.

THE WATER SYSTEM FOR EDUARDO'S SUBDIVISION No. 14 CONSISTS OF A 8" DIAMETER WATER LINE THAT TAPS INTO THE EXISTING LINE OF 6" DIAMETER THAT RUNS WITHIN WESTSIDE LANE ROW LOCATED AT THE WEST SIDE OF TROSPER ROAD. THE PROPOSED 8" DIAMETER LINE RUNS TOWARDS THE WEST APPROXIMATELY 1190 FEET ON THE NORTH SIDE OF WESTSIDE LANE, THENCE THE PROPOSED 8" DIAMETER LINE SWITCH TO THE SOUTH SIDE OF WESTSIDE LANE AND CONTINUED FOR APPROXIMATELY 570 FEET, THENCE RUNS SOUTH ON THE EAST SIDE OF THE MARIA CONCHITA DRIVE AND CONTINUED TOWARDS THE WEST ALONG THE NORTH SIDE OF THE TIA CUCA DRIVE FOR AN APPROXIMATELY 230 FEET, FROM THIS POINT THE PROPOSED 8" DIAMETER WATER LINE RUNS SOUTH AND NORTH, ALONG THE WEST SIDE OF THE MARIA BONITA DRIVE. ON THE NORTH SIDE MAKING A LOOP WITH THE PROPOSED 8" WATERLINE RUNNING ON THE SOUTH SIDE OF THE WESTSIDE LANE, AND ON THE SOUTH SIDE ENDING WITH A PROPOSED 2" FLUSH VALVE. ANOTHER PROPOSED 8" DIAMETER WATER LINE RUNS ON THE WEST SIDE OF TROSPER RD SAID LINE CONNECTS ON THE PROPOSED 8" DIAMETER WATER LINE ON THE NORTH SIDE OF WESTSIDE LANE AND RUNS NORTH FOR APPROXIMATELY 504 FEET AND CONNECTS WITH THE EXISTING 6" DIAMETER LINE ON THE WEST SIDE OF TROSPER RD.

FROM THE 8" DIAMETER WATER LINE, FOURTEEN (14) DOUBLE SERVICES OF 1" AND FIVE (5) SINGLE SERVICE OF 1" OF DIAMETER ARE COMING OUT OF THIS LINE. SAID SERVICES TERMINATE AT THE WATER METERS OF EACH LOT FOR A TOTAL OF THIRTY THREE (33) WATER SERVICES. THE 8" DIAMETER LINE, THE DOUBLE SERVICES LINES, AND THE WATER METER BOXES WILL BE INSTALLED AT A TOTAL COST OF $49,780.00 OR $1,642.74 PER LOT. IN ADDITION THE SUBDIVIDER WILL PAY S.W.S.C. THE AMOUNT OF $82,500.00 WHICH COVERS THE $2,500.00 COST PER LOT STATED IN THE 30 YR WATER SERVICE AGREEMENT, WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUICITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO S.W.S.C. UPON REQUEST BY THE LOT OWNER, S.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED 5 FIRE HYDRANTS AT A UNIT COST OF $1,500.00 FOR A TOTAL COST OF $7,500.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY S.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SANITARY SEWAGE DESCRIPTION AND EXPENSES:

EDUARDO'S SUBDIVISION No. 14 SUBDIVISION WILL BE TREATED BY WASTEWATER SERVICE FROM CITY OF MISSION. THE SUBDIVIDER AND CITY OF MISSION HAVE ENTERED INTO A CONTRACT IN WHICH CITY OF MISSION HAS PROMISED TO TREATE THE SUFFICIENT WASTEWATER FOR AT LEAST 30 YEARS AND CITY OF MISSION HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WASTEWATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

CITY OF MISSION HAS AN EXISTING 8" DIAMETER SEWER LINE RUNNING ALONG THE EAST SIDE OF THE RIGHT–OF–WAY OF TROSPER ROAD.

THE SANITARY SEWAGE SYSTEM OF EDUARDO' S SUBDIVISION No. 14 CONSISTS OF A PROPOSED 8" DIAMETER SEWER LINE THAT TAPS INTO THE EXISTING LINE OF 8" DIAMETER THAT RUNS WITHIN THE TROSPER RD ROW. THE PROPOSED 8" DIAMETER LINE RUNS TOWARDS THE WEST APPROXIMATELY 1,436 FEET ALONG THE SOUTH SIDE OF WESTSIDE LANE AND THRU AN EASEMENT ON LOT 27 CONNECTING WITH A PROPOSED 8" DIAMETER SEWER LINE ON THE EAST SIDE OF THE MARIA BONITA DRIVE. ANOTHER PROPOSED 8" DIAMETER SEWER LINE RUNS ALONG THE WEST SIDE OF THE MARIA CONCHITA DRIVE, THENCE TURNS EAST ALONG THE SOUTH SIDE OF THE TIA CUCA DRIVE CONNECTING TO THE PROPOSED 8" DIAMETER SEWER LINE ON THE EAST SIDE OF MARIA BONITA DRIVE. ANOTHER PROPOSED 8" DIAMETER SEWER LINE RUNS ALONG THE NORTH SIDE OF WESTSIDE LANE (INSIDE OF THIS SUBDIVISION) AND DISCHARGES IN THE PROPOSED LINE RUNNING ON THE EAST SIDE OF THE MARIA BONITA DRIVE. SANITARY SERVICES TERMINATE AT THE SEWER METERS OF EACH LOT FOR A TOTAL OF THIRTY EIGHT (33) SANITARY SEWER SERVICES.

THE 8" LINE, 4"SERVICE LINE AND ELEVEN (11) SANITARY SEWER MANHOLES HAVE BE INSTALLED, AT A TOTAL COST OF $41,175.00 OR $1,247.72 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID CITY OF MISSION THE SUM OF $8,250.00 WHICH COVERS THE $250.00 PER LOT AS STATED IN THE 30 YEAR WASTE WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE SERVICES AND ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO THE CITY OF MISSION. THE ENTIRE WASTEWATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY CITY OF MISSION AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

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 COSTS TO INSTALL WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF **$132,280.00** WHICH EQUALS TO **$4,008.48** PER LOT.

SEWAGE FACILITIES – THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $49,425.00 WHICH EQUALS TO $1,497.72 PER LOT.

STATE OF TEXAS — GILBERTO A. GRACIA — 62477 — REGISTERED PROFESSIONAL ENGINEER

GILBERTO A. GRACIA–P.E. No. 62477

This seal appearing on this document was authorized by Gilberto A. Gracia, P.E. No. 62477 on the above designated date.

EDUARDO'S SUBDIVISIÓN No. 14.
POR: GILBERTO A. GRACIA

PROVISIÓN DE AGUA: DESCRIPCIÓN, Y GASTOS.

EDUARDO'S SUBDIVISIÓN No. 14 SERÁ PROVISTA DE AGUA POTABLE POR LA COMPAÑÍA DE SHARYLAND WATER SUPPLY COMPANY (S.W.S.C.). EL SUBDIVIDOR Y LA COMPAÑÍA DE AGUA, S.W.S.C FIRMARON UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ PROVISIÓN DE AGUA SUFICIENTE POR LOS PRÓXIMOS 30 AÑOS Y AGUA SUD PRESENTO SUFICIENTE DOCUMENTACIÓN PARA ESTABLECER A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ABASTECIDA PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

S.W.S.C TIENE UNA LÍNEA DE 6" DE DIÁMETRO EXISTENTE, CORRIENDO POR EL LADO ESTE DE LA CALLE TROSPER RD. LA LÍNEA DE AGUA PRINCIPAL DE ESTE DESARROLLO CONSISTE EN LÍNEAS DE AGUA DE 8" DE DIÁMETRO DE PVC.

EL SISTEMA EXISTENTE DE AGUA PARA EDUARDO'S No. 14 CONSISTE DE UNA LÍNEA DE AGUA DE 8" DE DIÁMETRO QUE CONECTA CON LA LÍNEA EXISTENTE DE 6" DE DIÁMETRO QUE CORRE DENTRO DE UN ROW EN EL LADO OESTE DE TROSPER ROAD, LA LÍNEA PROPUESTA DE 8" DE DIÁMETRO CORRE HACIA EL OESTE APROXIMADAMENTE 1190 PIES POR EL LADO NORTE DE LA CALLE WESTSIDE LANE, DESPUES LA LINEA CRUZA AL LADO SUR DE LA CALLE Y CONTINUA HACIA EL OESTE 570 PIES APROXIMADAMENTE. DESPUES CORRE HACIA EL SUR POR EL LADO ESTE DE LA CALLE MARIA CONCHITA DR. DESPUES DA VUELTA HACIA EL ESTE POR EL LADO NORTE DE LA CALLE TIA CUCA DR. APROXIMADAMENTE 230 PIES. DE ESTE PUNTO LA LINEA CORRE HACIA EL NORTE Y HACIA EL SUR POR EL LADO OESTE DE LA CALLE MARIA BONITA DR. EN EL LADO NORTE CONECTA CON LA LINEA PROPUESTA DE 8" EN EL LADO SUR DE LA CALLE WESTSIDE LANE FORMANDO UN CIRCUITO, Y EN EL LADO SUR TERNINA EN UNA VALVULA DE PURGA DE 2" DE DIAMETRO. OTRA LINEA PROPUESTA DE 8" CORRE DEL LADO OESTE DE LA CALLE TROSPER DICHA LINEA CONECTA CON LA LINEA PROPUESTA DE 8" QUE CORRE EN EL LADO NORTE DE LA CALLE WESTSIDE LANE, DESPUES CORRE HACIA EL NORTE UNA DISTANCIA APROXIMADA DE 504 PIES Y CONECTA CON LA LINEA EXIATENTE DE 6" EN EL LADO OESTE DE LA CALLE TROSPER.

DE LA LÍNEA DE 8" DE DIÁMETRO SE DESPRENDEN CATORCE (14) SERVICIOS DOBLES DE 1" DE DIÁMETRO Y CINCO (5) SERVICIOS SENCILLOS DE 1" DE DIAMETRO, QUE VAN HACIA LOS MEDIDORES DE CADA LOTE, PARA UN TOTAL DE TREINTA Y TRES (33) SERVICIOS DE AGUA. LA LÍNEA DE 8" DE DIÁMETRO, LAS LÍNEAS DE SERVICIOS DOBLES DE 1", Y LAS CAJAS DE LOS MEDIDORES SE INSTALARAN A UN COSTO TOTAL DE US $49,780.00 DE LOS CUALES SE CUBRIÓ US $1,642.74 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN PAGO ADICIONALMENTE A AGUA SUD LA CANTIDAD DE $82,500.00 O $ 2,500.00 POR LOTE DE ACUERDO AL CONTRATO Y DOCUMENTO DE 30 AÑOS DE SERVICIO DE AGUA POTABLE QUE CUBRE EL MEDIDOR DE AGUA, (INCLUYENDO COSTOS DE LA INSTALACIÓN DE CADA MEDIDOR, TARIFAS DE CONEXIÓN Y MEMBRESIAS). CUANDO EL DUEÑO DEL SOLAR SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA AGUA SUD INSTALARA EL MEDIDOR SIN COSTO ALGUNO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO 5 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 1,500.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL $7,500.00. 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: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

LA SUBDIVISIÓN DE EDUARDO'S SUBDIVISION No. 14 RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO DE LA CIUDAD DE MISSION. EL DUEÑO DE LA SUBDIVISIÓN Y LA CIUDAD DE MISSION HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO POR LOS PRÓXIMOS 30 AÑOS. LA CIUDAD DE MISSION HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE DRENAJE SANITARIO ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE DRENAJE SANITARIO PARA EDUARDO'S SUBDIVISION No. 14 CONSISTE DE UN CONDUCTO DE DRENAJE DE 8 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO ESTE DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA TROSPER ROAD.

EL DRENAJE SANITARIO DE EDUARDO'S SUBDIVISIÓN No. 14 CONSISTE DE UNA LINEA DE 8" DE DIAMETRO QUE SE CONECTARA A LA LINEA EXISTENTE QUE CORRE DENTRO DEL DERECHO DE VIA DE LA CALLE TROSPER RD. LA LINEA PROPUESTA DE 8" DE DIAMETRO CORRE HACIA EL OESTE APROXIMADAMENTE 1,436 PIES EN EL LADO SUR DE LA CALLE WESTSIDE LANE Y POR UN DERECHO DE VIA A TRAVEZ DEL LOT 27 CONECTANDO CONECTANDO CON UNA LINEA DE 8" DE DIAMETRO EN EL LADO ESTE DE LA CALLE MARIA BONITA DRIVE. OTRA LINEA PROPUESTA DE 8" DE DIAMETRO CORRE POR EL OESTE DE LA CALLE MARIA CONCHIRA DRIVE, DESPUES DA VUELTA HACIA EL ESTE POR EL LADO SUR DE TIA CUCA DRIVE CONECTANDOSE A LA LINEA PROPUESTA DE 8" DE DIAMETRO EN EL LADO ESTE DE MARIA BONITA DRIVE. OTRA LINEA PROPUESTA DE 8" DE DIAMETRO CORRE POR EL LADO NORTE DE LA CALLE WESTSIDE LANE (DENTRO DE LA SUBDIVISION) Y DESCARGA EN LA LINEA PROPUESTA CORRIENDO EN EL LADO ESTE DE LA CALLE MARIA BONITA DRVE.

DE ESTAS LÍNEAS DE DRENAJE SANITARIO DE 8 PULGADAS TREINTA Y TRES (33) LÍNEAS DE SERVICIO DE 4 PULGADAS SERÁN EXTENDIDAS HA CADA LOTE. LA LÍNEAS DE 8 PULGADAS, DE 4 PULGADAS Y CINCO (5) ALCANTARILLAS HAN SIDO INSTALADAS, HA UN COSTO TOTAL DE $41,175.00 O $1,247.72 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA CIUDAD DE MISSION UN COSTO TOTAL DE $8,250.00, O $250.00 POR LOTE. EL SISTEMA DE DRENAJE SANITARIO ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO

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:

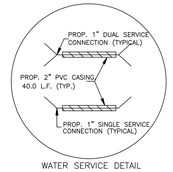
AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE $ 132,280.00 $ 4,008.48 POR LOTE

DRENAJE: SE ESTIMA QUE EL DRENAJE COSTARA UN COSTO TOTAL DE $49,425.00 O $1,497.72 POR LOTE.

STATE OF TEXAS — GILBERTO A. GRACIA — 62477 — REGISTERED PROFESSIONAL ENGINEER

GILBERTO A. GRACIA–P.E. No. 62477

This seal appearing on this document was authorized by Gilberto A. Gracia, P.E. No. 62477 on the above designated date.



WATER SERVICE DETAIL N.T.S.

GENERAL CONSTRUCTION NOTES:

1. ALL PROPOSED WATER LINES TO BE C–900 DR–25.
2. CONTRACTOR TO INSTALL 1" SERVICE CONNECTIONS TO EVERY LOT & ALL SERVICES TO BE LOCATED IN FRONT OF LOTS APPROXIMATELY 1.0 FOOT FROM LOT LINE. CONTRACTOR TO UTILIZE SINGLE & DOUBLE SERVICE CONNECTIONS AS NEEDED.
3. CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES FOR VERIFICATION OF CONFLICTS PRIOR TO CONSTRUCTION ON SITE.
4. SEE WATER DETAIL SHEET FOR MORE INFORMATION.
5. ALL LOTS SHALL BE PROVIDED WITH SERVICE STUBOUTS AND SAID SEVICE LOCATIONS SHALL BE MARKED ON THE CURB AND GUTTER WITH A "W" NOT LESS THAN 1 1/2" IN SIZE OR IN A MANNER APPROVED BY THE CITY AND SHALL BE 12" BELOW FINISH GRADE ELEVATION.
6. THE RESIDENTIAL LOTS SHOULD REFLECT SERVICE BY A 3/4" METER.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	DIANA LAURA IZAGUIRRE	7413 N. LA HOMA RD	MISSION, TEXAS 78574	(956)240–3246	(956)585–0190
ENGINEER:	GILBERTO A. GRACIA	7413 N. LA HOMA	MISSION, TEXAS 78574	(956)584–0554	(956)584–0190
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TEXAS 78539	(956)381–6480	(956)381–0527

IZAGUIRRE ENGINEERING GROUP, LLC.
7413 N. LA HOMA
MISSION TX, 78574
CONSULTING ENGINEERS
F–10214
TEL. (956) 240–3246
FAX. (956) 584–0554

SHEET NO. 2 OF 5 SHEETS

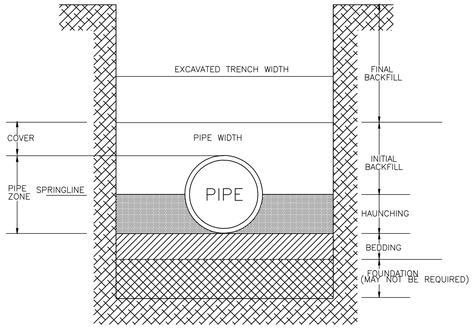
FILENAME : K:\PROJECT\SUBDIVISIONS\EDUARDO'S No.14\WATER

DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
APR 09 2016	H.G.	D. L. I.	G.A.G.
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
OCT 21 2016	ALFONSO	G.A.G.	G.A.G.

NO.	SHEET	REVISION	DATE	APPROVED

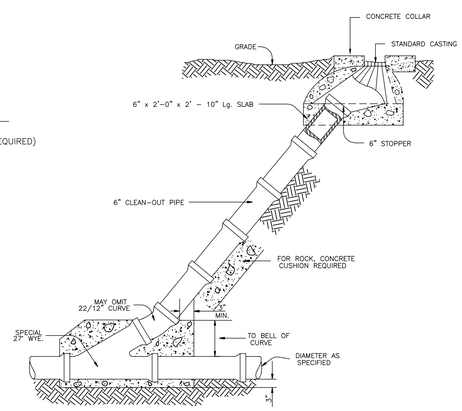
EDUARDOS SUBDIVISION No. 14

DETAIL SHEET



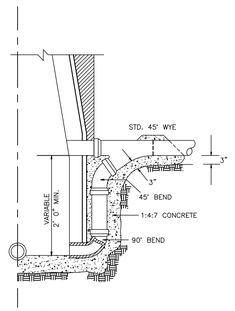
SANITARY SEWER PIPE EMBEDMENT DETAIL

(NOT TO SCALE)



STANDARD CLEAN-OUT

(NOT TO SCALE)

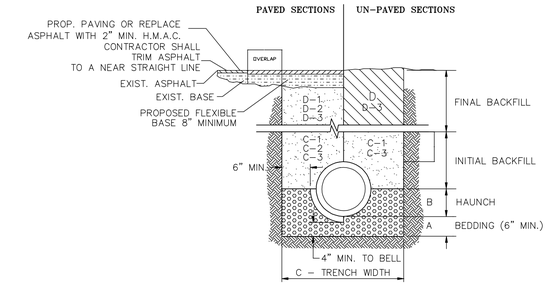


STANDARD DROP CONNECTION TO MANHOLE

TO BE USED WITH NEW OR EXISTING MANHOLES
(NOT TO SCALE)

THRUST BLOCK SIZE			
DIAMETER OF PIPE INCHES	SURFACE AREA SQ. FT.	THICKNESS INCHES	WEIGHT AT VERTICAL BENDS – LBS
22-1/2° BENDS			
6 OR LESS	2	8	1,700
8	3	12	3,000
10	3.5	12	4,500
12	4	14	6,600
14	5	18	9,000
16	6	18	11,800
45° BENDS			
6 OR LESS	4	12	3,200
8	5	14	5,800
10	6	18	9,000
12	7	18	13,000
14	8	24	17,000
16	11.5	24	23,200
90° BENDS			
6 OR LESS	6	12	6,000
8	8	15	10,700
10	10	18	16,700
12	12	18	24,000
14	18	24	32,600
16	21	24	42,700
TEES & DEAD ENDS			
6 OR LESS	3	12	—
8	4	15	—
10	6	18	—
12	8.5	18	—
14	11.5	24	—
16	15	24	—

NOTE:
ALL VALUES SHOWN ARE MINIMUM FOR A HYDROSTATIC PRESSURE OF 150 P.S.I. AND A SOIL RESISTANCE OF 2,000 LBS/SQ. FT. WITH PIPE LINE A MINIMUM OF 2 FT. OF COVER



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 AND/OR GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. COMPACTED THICKNESS = 6") – PIT RUN GRAVEL 3" 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 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C. TRENCH WIDTH – SHALL BE BELL O.D. X 1.5 + 12". MINIMUM TRENCH WIDTH SHALL EQUAL STRUCTURE WIDTH + 4 FT. THROUGHOUT THE HEIGHT OF THE STRUCTURE.

C–1 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON CITY STREETS, PARKING AREAS, DRIVEWAYS, COUNTY ROADS & UNPAVED AREAS – SHALL BE SOIL TYPE A1, A2, A3 WITH A MAXIMUM P.I. OF 19 (AASHTO M145) COMPACTED TO 92% S.P.D., 8" LOOSE 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 TO 92% S.P.D. AS PER ASTM D4253 AND ASTM D698, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C–3 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II WITH A MAXIMUM P.I. OF 19 (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

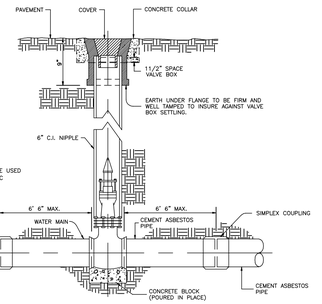
D. FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE UNDER UNPAVED SECTIONS – SHALL BE CLASS I, II, III OR IV, COMPACTED TO 92% S.P.D. (12" LOOSE LIFT, MECHANICAL COMPACTION).

D–1 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREAS, DRIVEWAYS AND COUNTY ROADS– SHALL BE SOIL TYPE A1, A2, A3 WITH A MAXIMUM P.I. OF 19 (AASHTO M145) COMPACTED TO 92% S.P.D., 8" LOOSE 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 TO 92% S.P.D. AS PER ASTM D4253 AND ASTM D698, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

D–3 FINAL BACKFILL FOR STRUCTURES (INLETS, MANHOLES, ETC.) – STRUCTURES UNDER THE ROADWAY AND UP TO 5 FT BEYOND THE EDGE OF PAVEMENT/BACK OF CURB SHALL HAVE CLASS I OR CLASS II (ASTM D2321) OR SOIL TYPE A1, A2, OR A3 (AASHTO M145) WITH A MAXIMUM P.I. OF 19 BACKFILL MATERIAL. STRUCTURES BEYOND 5 FT FROM THE E.O.P./B.O.C. SHALL HAVE CLASS I, II, III OR IV (ASTM D2321) BACKFILL MATERIAL. FOUNDATION PREPARATION (WELLPOINTS, MINIMUM 4" GRAVEL OR CEMENTS 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% S.P.D. (USE RELATIVE DENSITY TEST PER ASTM D4253 & ASTM D698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 8".

NOTES: 1. MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
2. FOR D–1 AND D–2 THE COMPACTION REQUIREMENT SHALL BE 95% S.P.D. WITHIN 12 IN. BELOW THE FLEXIBLE BASE.
3. FOR PAVED SECTIONS THE ABOVE REQUIREMENTS SHALL APPLY WHEN ANY PART OF THE TRENCH WIDTH IS WITHIN 5 FT. FROM THE E.O.P./B.O.C.
4. THE ABOVE REQUIREMENTS SHALL APPLY TO UTILITY PIPELINES AND UTILITY STRUCTURES OF OTHER UTILITY ENTITIES.

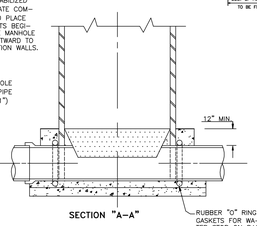


TYPICAL VALVE & BOX INSTALLATION

(NOT TO SCALE)

TYP. FIBERGLASS MANHOLE INSTALLATION

(NOT TO SCALE)



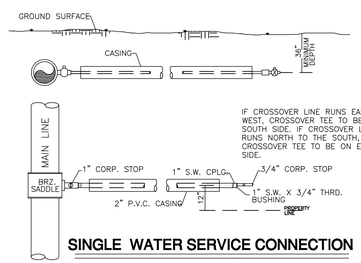
SECTION "A–A"

GENERAL NOTES:

BEFORE ATTEMPTING TO INSTALL ANY MANHOLE BE SURE EXCAVATION HAS BEEN SHORED PROPERLY.
CONCRETE BASE TO BE POURED IN PLACE IN TRENCH.
MANHOLE CUT–OUT TO BE MADE AT TIME OF INSTALLATION.
MANHOLE TO BE INSTALLED BY INSERTING INTO WET CONCRETE BASE
FUTURE CONNECTIONS: IF A SEALANT BETWEEN PIPE AND MANHOLE IS NEEDED USE STAUFFER CHEMICAL "SWS940RTV" SILICONE SEALANT OR EQUAL.

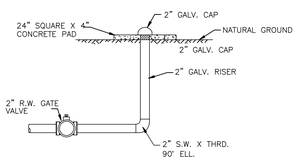
DUAL SEWER SERVICE CONNECTION

(NOT TO SCALE)

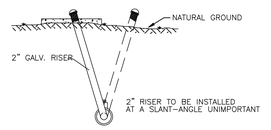


SINGLE WATER SERVICE CONNECTION

(NOT TO SCALE)



SIDE VIEW

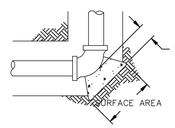


END VIEW

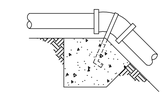
NEW STYLE FLUSH VALVE INSTALLATION

(NOT TO SCALE)

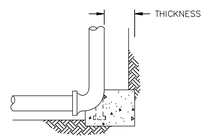
NOTE:
ALL WATER LINES AND SERVICES MUST BE LOCATED ABOVE THE SEWER MAINS AND SERVICES.
WATER LINES AND SEWER LINES SEPARATION DISTANCE AS REQUIRED BY TCEQ.



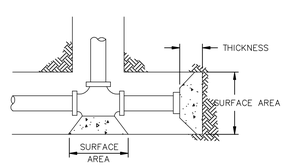
HORIZONTAL BENDS



VERTICAL BENDS

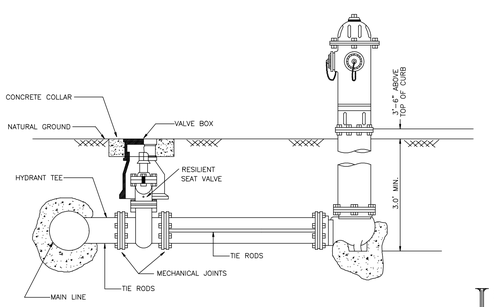


HYDRANT BURYS



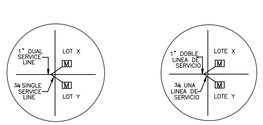
TEES & DEAD ENDS

THRUST BLOCKS DETAIL

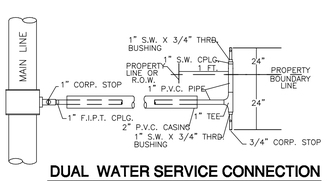


FIRE HYDRANT

(NOT TO SCALE)



EXAMPLE METER SET-UP



DUAL WATER SERVICE CONNECTION

(NOT TO SCALE)

[M] WATER METER BOX
6" WATER SUPPLY LINE
SERVICE LINES

[M] CAJA DE MEDIDOR DE AGUA
6" LINEA DE AGUA
LINEAS DE SERVICIOS

STATE OF TEXAS
GILBERTO A. GRACIA
62477
LICENSED PROFESSIONAL ENGINEER

GILBERTO A. GRACIA– P.E. No. 62477

This seal appearing on this document was authorized by Gilberto A. Gracia, P.E. No. 62477 on the above designated date.

SHEET No. 3 OF 5 SHEETS	FILENAME : K:\PROJECT\SUBDIVISION0\EDUARDO'S No.14\WATER–DETAIL SHEET			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	FEB 10, 2016.	D.I.	D. L. I.	G.A.G.
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
	OCT 21, 2016.	D. L. I.	G.A.G.	G.A.G.

No.	SHEET	REVISION	DATE	APPROVED

IZAGUIRRE ENGINEERING GROUP, LLC.

7413 N. LA HOMA ROAD
MISSION TX, 78574

CONSULTING ENGINEERS
F–10214

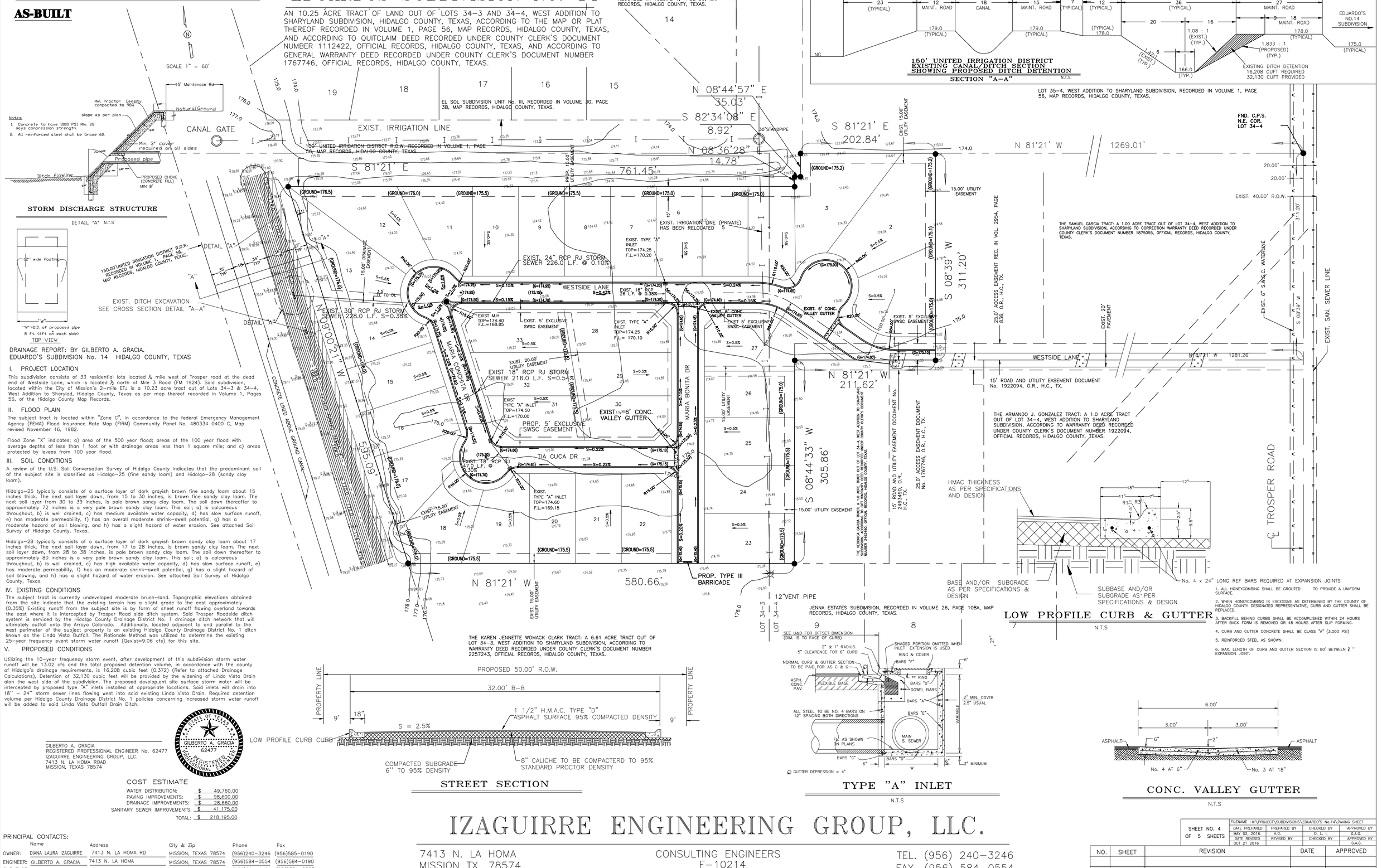
TEL. (956) 584–0554
FAX (956) 584–0554

MAP OF TOPOGRAPHY AND DRAINAGE:

AS-BUILT

EDUARDOS SUBDIVISION No. 14

AN 10.25 ACRE TRACT OF LAND OUT OF LOTS 34-3 AND 34-4, WEST ADDITION TO SHARYLAND SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 56, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO QUITCLAIM DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1112422, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1767746, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.


SCALE 1" = 60'
100.00'UNITED IRRIGATION DISTRICT R.O.W. RECORDED IN VOLUME 1, PAGE 56, MAP RECORDS, HIDALGO COUNTY, TEXAS.
EL SOL SUBDIVISION UNIT No. III, RECORDED IN VOLUME 30, PAGE 38, MAP RECORDS, HIDALGO COUNTY, TEXAS.
N 08°44'57" E 35.03'
S 82°34'08" E 8.92'
N 08°36'28" E 14.78'
S 81°21' E 761.45'
30"STANDPIPE
CANAL GATE
EXIST. IRRIGATION LINE
EXIST. IRRIGATION LINE (PRIVATE) HAS BEEN RELOCATED
EXIST. 24" RCP RJ STORM SEWER 226.0 L.F. @ 0.10%
EXIST. 30" RCP RJ STORM SEWER 228.0 L.F. S=0.35%
EXIST. 18" RCP RJ STORM SEWER 216.0 L.F. S=0.54%
EXIST. 18" RCP RJ STORM SEWER 147.0 L.F. @ 0.30%
EXIST. DITCH EXCAVATION SEE CROSS SECTION DETAIL "A-A"
EXIST. M.H. TOP=174.40 F.L.=168.85
EXIST. TYPE "A" INLET TOP=174.25 F.L.= 170.10
EXIST. 18" RCP @ 0.35% 26 L.F.
EXIST. TYPE "A" INLET TOP=174.25 F.L.=170.20
EXIST. TYPE "A" INLET TOP=174.50 F.L.=170.00
EXIST. TYPE "A" INLET TOP=174.60 F.L.=169.15
EXIST. 6' CONC. VALLEY GUTTER
EXIST. 5' EXCLUSIVE SWSC EASEMENT
PROP. 5' EXCLUSIVE SWSC EASEMENT
EXIST. 20.00' UTILITY EASEMENT
EXIST. 15.00' UTILITY EASEMENT
PROP. 15.00' UTILITY EASEMENT
EXIST. 15.00' DRAINAGE EASEMENT
WESTSIDE LANE
MARIA CONCHITA DR
MARIA BONITA DR
TIA CUCA DR
N 00°00'21" W 580.09'
N 81°21' W 580.66'
N 81°21' W 211.62'
S 08°44'33" W 305.86'
S 08°39' W 311.20'
N 81°21' W 1269.01'
S 81°21' E 202.84'
N 81°21' W 1281.26'
(GROUND=176.5)
(GROUND=176.0)
(GROUND=175.5)
(GROUND=175.0)
(GROUND=175.2)
(GROUND=175.1)
(GROUND=174.5)
(GROUND=174.0)
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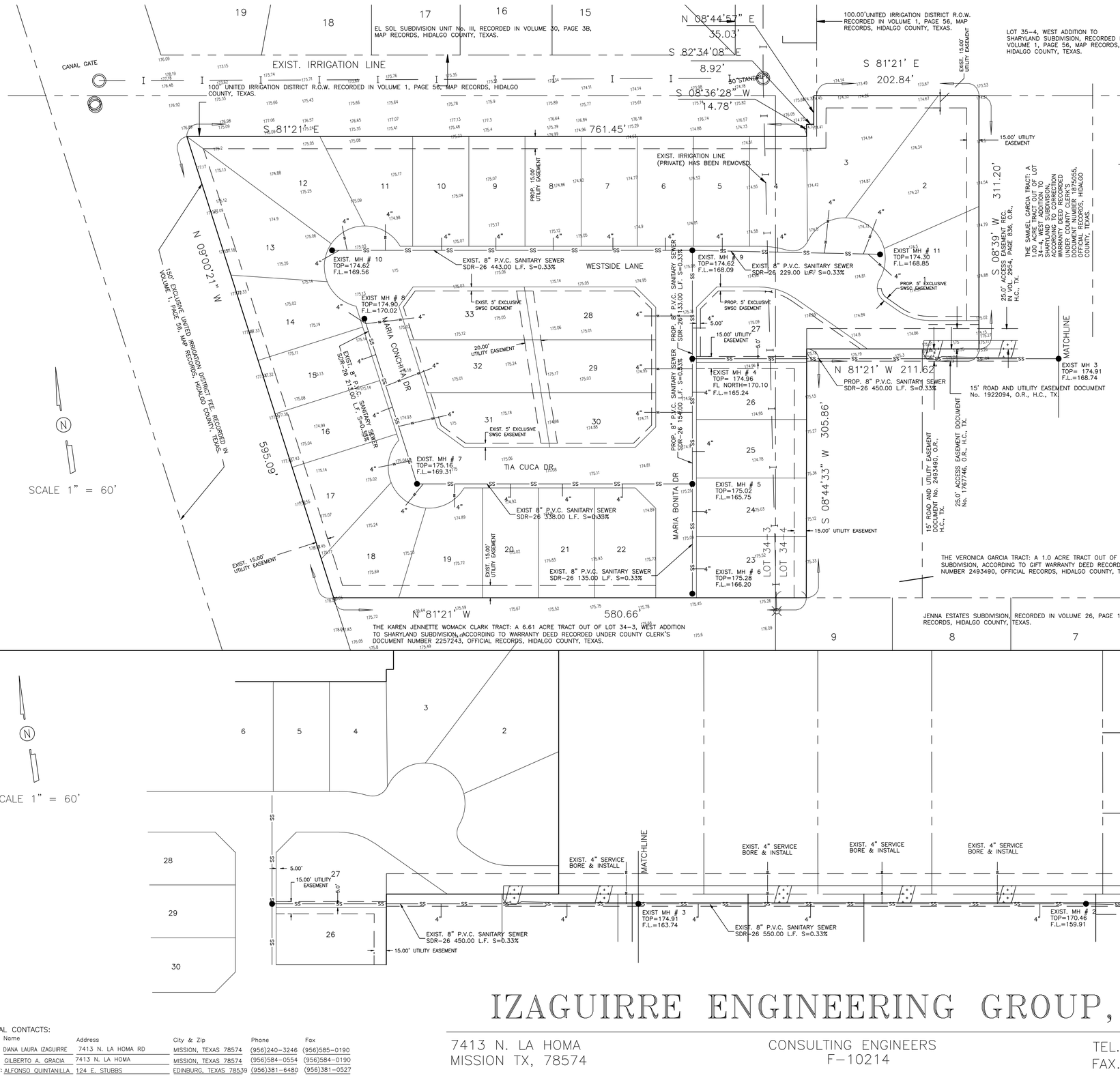
(GROUND=177.00)
(GROUND=177.05)

EDUARDOS SUBDIVISION No. 14

AN 10.25 ACRE TRACT OF LAND OUT OF LOTS 34–3 AND 34–4, WEST ADDITION TO SHARYLAND SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 56, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO QUITCLAIM DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1112422, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1767746, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

MAP OF SANITARY SEWER DISTRIBUTION

AS–BUILT



COST ESTIMATE

WATER DISTRIBUTION:	$ 49,780.00
PAVING IMPROVEMENTS:	$ 98,600.00
DRAINAGE IMPROVEMENTS:	$ 28,660.00
SANITARY SEWER IMPROVEMENTS:	$ 41,175.00
TOTAL:	$ 218,195.00

SHEET NO. 5 OF 5 SHEETS	FILENAME : K:\PROJECT\SUBDIVISIONS\EDUARDO'S No.14\BIPLAT SEWER			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	MAY 02 2016	M.G.	D. L. L.	C.A.C.
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
	OCT. 21 2016	ALFONSO	D. L. L.	D. L. L.

NO.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	DIANA LAURA IZAGUIRRE	7413 N. LA HOMA RD	MISSION, TEXAS 78574	(956)240–3246	(956)585–0190
ENGINEER:	GILBERTO A. GRACIA	7413 N. LA HOMA	MISSION, TEXAS 78574	(956)584–0554	(956)584–0190
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TEXAS 78539	(956)381–6480	(956)381–0527

IZAGUIRRE ENGINEERING GROUP, LLC.

7413 N. LA HOMA
MISSION TX, 78574

CONSULTING ENGINEERS
F–10214

TEL. (956) 584–0554
FAX. (956) 584–0554

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: 11-22-2016

PROPOSED **DEL REY ESTATES UNIT 1** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **KK ENGINEERING** DEVELOPER: **KYNDEL W. BENNETT**

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

NUMBER OF LOTS: **44** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY **10** ☒ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **NORTHWEST CORNER OF ALAMO ROAD [F.M. 907] AND CANTON 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 **5-11-2016** PROPERTY LIES WITHIN FLOOD ZONE: **" B "** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE WILL BE PROVIDED BY A STORM SEWER PIPE SYSTEM DISCHARGING TO THE EXISTING DRAIN DITCH ABUTTING THE NORTH LOT LINE OF THIS PROPOSED SUBDIVISION. DETENTION WILL BE ACCOMPLISHED BY WIDENING OF THE EXISTING DITCH.**

ROAD R.O.W. DEDICATION: **10.00 FEET ON CANTON ROAD AND 20.00 FEET ON ALAMO ROAD (F.M. 907)**

H.C.R.O.W. FINAL APPROVAL DATE: **10-08-2016** By, **JOSE OCHOA, PCT. 4** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **11-08-2016** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD.

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **NORTH SIDE OF CANTON ROAD AND EAST SIDE OF ALAMO ROAD (F.M. 907).**

H.C.O.E.C. FINAL APPROVAL DATE: **11-04-2016** : 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.

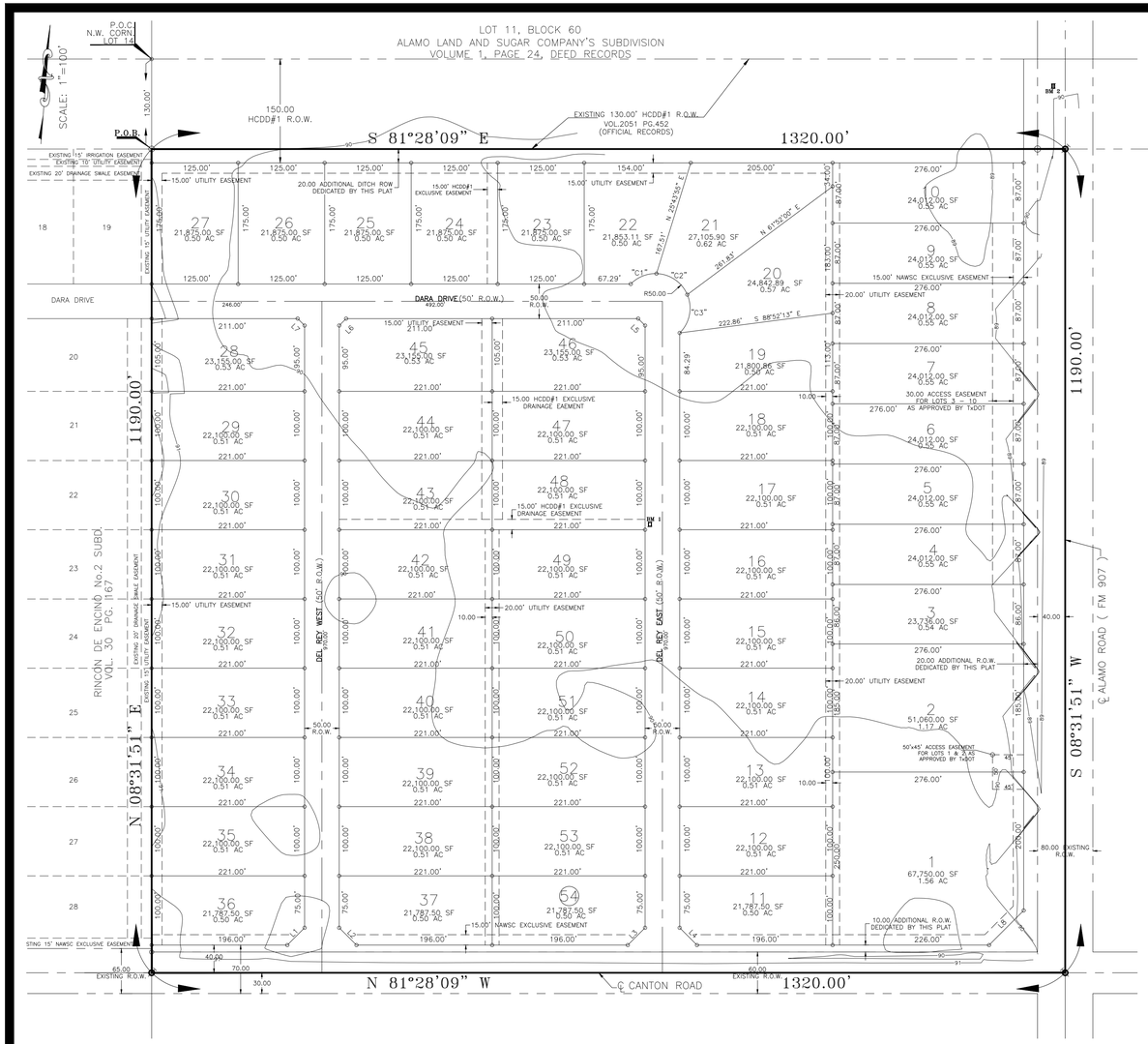
PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **JULY 06, 2016**

STAFF RECOMMENDS:

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

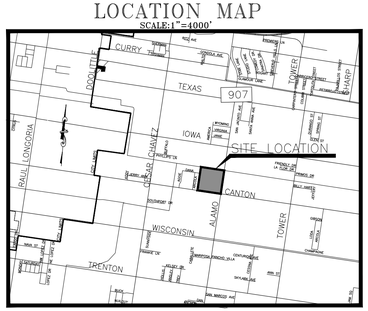
☒ **Final Approval** *subject to recommendations other departments*

* *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'



CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	41.23'	50.00	47°14'54"	S 76°34'55" W	40.07'
C2	56.88'	50.00	65°10'36"	N 47°12'20" W	53.86'
C3	59.97'	50.00	68°43'16"	N 19°44'36" E	56.44'

LINE DATA TABLE		
LINE	LENGTH	DELTA
L1	35.36'	S 53°31'51" W
L2	35.36'	N 36°28'09" W
L3	35.36'	N 53°31'51" E
L4	35.36'	S 36°28'09" E
L5	14.14'	N 36°28'09" W
L6	14.14'	S 53°31'51" W
L7	14.14'	N 36°28'09" W
L8	70.71'	S 53°31'51" W

LEGEND
- ⊗ NAIL SET
- O 1/2" IRON ROD SET

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL

JURISDICTION OF A MUNICIPALITY:
DEL REY ESTATES UNIT 1 LOCATED NORTH WEST CORNER OF ALAMO ROAD AND CANTON ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100 – 2010 CENCUS) AND HIDALGO COUNTY PLANNING DEPARTMENT. THIS SUBDIVISION LIES IN A 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF EDINBURG. LOCAL GOVERNMENT CODE 212.001 PRECINCT. No. 4.

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #F-1334)
410 E. DOVE
P.O. BOX 3422
(956) 630-2125
McALLEN, TEXAS 78502
FAX (956) 630-2219

INDEX TO SHEETS OF DEL REY ESTATES UNIT 1 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; CITY APPROVAL CERTIFICATE; 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; H.C.IRRIGATION DISTRICT#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 CERTIFICATION (ENGLISH AND SPANISH VERSION); OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION. WATER DISTRIBUTION AND OSSF 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.

GENERAL SUBDIVISION PLAT NOTES

1. MINIMUM FINISH FLOOR ELEVATION SHALL BE AT 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 REQUIRED ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

2. THIS SUBDIVISION IS LOCATED IN:
ZONE "B" (MEDIUM SHADED) FEMA FIRM COMMUNITY PANEL No. 480334 0425 C REVISED NOVEMBER 16, 1982.

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 AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE 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).

3. SETBACKS:

FRONT:	25.00 FEET
FRONT ALAMO RD.	60.00 FEET (FM 907)
FRONT CANTON RD.	40.00 FEET FOR LOT 1 ONLY
REAR:	15.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE:	15.00 FEET
CORNER SIDE ALAMO RD:	20.00 FEET
GARAGE FRONT:	18.00 FEE
SIDE:	6.00 FEET OR EASEMENT WHICHEVER IS GREATER

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. NO COMMERCIAL SHALL BE ALLOWED FOR LOTS 11 54

5. LOTS 1 THROUGH 10 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOTS 1 THROUGH 10 ARE FOR NON RESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. A BUFFER FENCE IS REQUIRED TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS. APPLICATION FOR CONSTRUCTION IS REQUIRED BY PLANNING, HEALTH, AND FIRE MARSHALL DEPARTMENTS PRIOR TO OCCUPYING THE LOT.

6. NO INDIVIDUAL LOT DRIVEWAY ACCESS WILL BE ALLOWED FROM ALAMO ROAD (FM 907) ON TO LOTS 1 THROUGH 10. A 40 FOOT SHARED DRIVEWAY ENTRANCE SHALL BE CONSTUCTED BY DEVELOPER BETWEEN LOTS 1 & 2 AND IN FRONT OF LOT 6. A 30 FOOT INGRESS AND IGRESS EASEMENT WILL BE DEDICATED BY THIS PLAT TO PROVIDE INGRESS AND IGRESS FOR LOTS 1 & 2 AND LOTS 3 THROUGH 10. THE 30 FOOT ACCESS EASEMENT SHALL BE MAINTAINED BY OWNERS OF LOTS 1 & 2 AND LOTS 3 THROUGH 10.

7. 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.

8. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

-->B.M. NO. 1-ELEV. 89.60 ON TOP OF A STORM DRAINAGE TYPE "A" INLET SOUTH EAST CORNER OF LOT 47 (NAVD 1988)

-->B.M. NO. 2-ELEV. 92.018 SQUARE CUT AT S.W. CORNER OF BRIDGE CONC BARRIER. (NAVD 1988)

9. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 50,207.00 CUBIC-FEET (1.50 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.)

10. 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.

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

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

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. (EXCEPT COMMERCIAL ONLY LOTS 1 THROUGH 10)

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.

13. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

14. KYNDEL W. BENNETT , THE OWNER & SUBDIVIDER OF DEL REY ESTATES UNIT 1 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. NO ACCESS SHALL BE ALLOWED FROM CANTON ROAD ONTO LOTS 11, 36, 37 & 54.

17. STREET & STOP SIGNS WILL BE INSTALLED BY THE DEVELOPER.

18. A 4.0 FT SIDEWALK IS REQUIRED AT BUILDING PERMIT STAGE, AS PER CITY OF EDINBURG, ALONG ALL INTERNAL STREETS.

19. A 5.0 FT SIDEWALK IS REQUIRED AT BUILDING PERMIT STAGE, AS PER CITY OF EDINBURG, ALONG ALAMO ROAD AND CANTON ROAD.

20. FIRE HYDRANTS WILL BE INSTALLED & PAINTED BLACK BY THE DEVELOPER.

21. STREET LIGHT WILL BE INSTALLED BY THE COUNTY.

22. 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.

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 36.06 ACRE TRACT OF LAND OUT OF LOT 14, BLOCK 60, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, AS RECORDED IN VOLUME 1, PAGES 24-26, DEED RECORDS, HIDALGO COUNTY, TEXAS AND SAID 36.06 ACRE TRACT IS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING ON THE NORTHWEST CORNER OF SAID LOT 14, BEING WITHIN A DRAINAGE DITCH, THENCE, S 08°31'51" W, WITH THE WEST LINE OF SAID LOT 14, A DISTANCE OF 130.00' TO A ½" IRON ROD SET ON THE SOUTH LINE OF SAID DRAINAGE DITCH, FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE S 81°28'09" E, WITH THE SOUTH LINE OF SAID DRAINAGE DITCH, AT A DISTANCE OF 1280.00' PASS A 1/2" IRON ROD W/ A RED CAP STAMPED "RIO DELTA SURVEYING" SET ON THE WEST RIGHT OF WAY LINE, OF ALAMO ROAD, AS RECORDED IN VOLUME 861, PAGE 478, DEED RECORDS, HIDALGO COUNTY, TEXAS, CONTINUING A TOTAL DISTANCE OF 1320.00' TO A NAIL SET AT THE NORTHEAST CORNER OF SAID LOT 14, FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE S 08°31'51" W, WITH THE EAST LINE OF SAID LOT 14 AND WITHIN THE RIGHT OF WAY OF SAID ALAMO ROAD, A DISTANCE OF 1190.00' TO A NAIL SET AT THE SOUTHEAST CORNER OF SAID LOT 14 IN THE INTERSECTOIN OF SAID ALAMO ROAD AND CANTON ROAD AS RECORDED IN VOLUME 1, PAGE 24, DEED RECORDS, HIDALGO COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE N 81°28'09" W, WITH THE SOUTH LINE OF SAID LOT 14 WITHIN THE RIGHT OF WAY OF SAID CANTON ROAD, A DISTANCE OF 1320.00' TO A NAIL SET AT THE SOUTHWEST CORNER OF SAID LOT 14 AND THE SOUTHEAST CORNER OF RINCON DE ENCINOS SUBDIVISION NO. 2, AS RECORDED IN VOLUME 30, PAGE 167, MAP RECORDS, HIDALGO COUNTY, TEXAS, FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE N 08°31'51" E, WITH THE COMMON LINE OF SAID LOT 14 AND SAID RINCON DE ENCINOS SUBDIVISION NO. 2, AT A DISTANCE OF 30.00' PASS A ½" IRON ROD W/ A RED CAP STAMPED "RIO DELTA SURVEYING" SET ON THE NORTH RIGHT OF WAY LINE OF SAID CANTON ROAD, CONTINUING A TOTAL DISTANCE OF 1190.00' TO THE POINT OF BEGINNING, CONTAINING 36.06ACRES OF LAND, LESS 1.97 ACRES OF ROAD, LEAVING 34.09 ACRES 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 _____ 20____.

_____
KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA ROAD, TX 78558

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF DEL REY ESTATES UNIT 1 SUBDIVISION WAS REVIEWED AND APROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON,_____ _____.

_____ _____
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

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

STATE OF TEXAS
COUNTY OF HIDALGO

UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE DEL REY ESTATES UNIT 1 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

REVISION	DATE	BY

SHEET 1 OF 3

PLAT OF DEL REY ESTATES UNIT 1 SUBDIVISION

A 36.06 ACRE TRACT OF LAND OUT OF LOT 14, BLOCK 60, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, AS RECORDED IN VOLUME 1, PAGES 24-26, DEED RECORDS, HIDALGO COUNTY, TEXAS

PREPARED BY: K K ENGINEERING CONSULTANT
DATE: APRIL, 2016

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

DEL REY ESTATES UNIT L.P., a
AS OWNER OF THE 36.06 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED DEL REY ESTATES UNIT 1 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
DEL REY ESTATES L.P., a
A TEXAS LIMITED PARTNERSHIP
BY: CAYETANO RGV, L.L.C., a
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_____20_____.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES_____

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 THE CITY HEREIN MY APPROVAL IS REQUIRED.

ATTEST:

_____ _____ _____ _____
MAYOR'S SIGNATURE DATE CITY SECRETARY DATE

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 DEL REY ESTATES UNIT 1 CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THE _____ DAY OF _____, 20___.

_____
CHAIRPERSON-PLANNING & ZONING COMMISSION

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

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

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS 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 COST TO INSTALL UNCONSTRUCTED WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE AS FOLLOWS: WATER FACILITIES: THESE FACILITIES WILL BE CONSTRUCTED.

SEWAGE FACILITIES: (SEWER SERVICE CONNECTION/INSTALLATION OF SEPTIC SYSTEMS) ARE ESTIMATED TO COST $1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF 44 LOTS FOR THIS SUBDIVISION. THE SUBDIVIDER HAS PAID A TOTAL OF $66,000.00 TO CONTRACTOR / ALREADY INSTALLED TO COVER THE COST OF (SEWER SERVICE CONNECTIONS/INSTALLATION OF SEPTIC SYSTEMS).

DATED THIS THE ___ DAY OF _____ 201__.

_____
REGISTERED PROFESSIONAL ENGINEER
No.57767 STATE OF TEXAS

KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

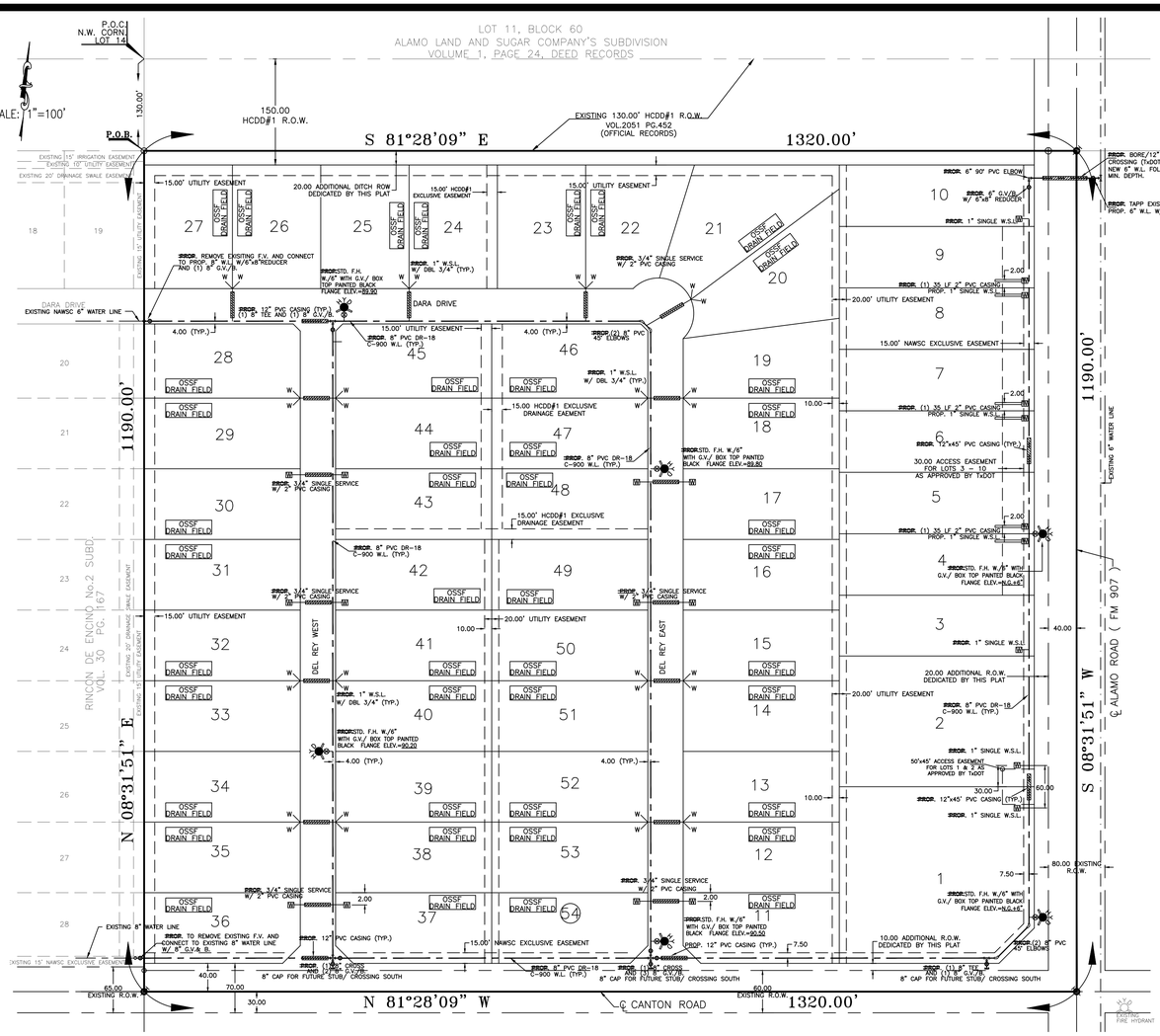
STATE OF TEXAS
COUNTY OF HIDALGO

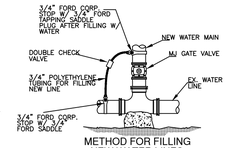
I, JOSE MARIO GONZALEZ, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE AR NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS,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

DATED THIS THE _____ DAY OF _____ 201__

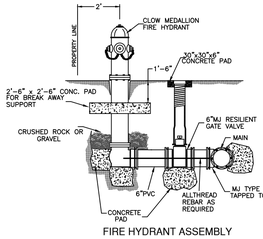
_____
REGISTERED PROFESSIONAL SURVEYOR
NO.5571 STATE OF TEXAS

STATE OF TEXAS
JOSE MARIO GONZALEZ
5571
REGISTERED PROFESSIONAL LAND SURVEYOR

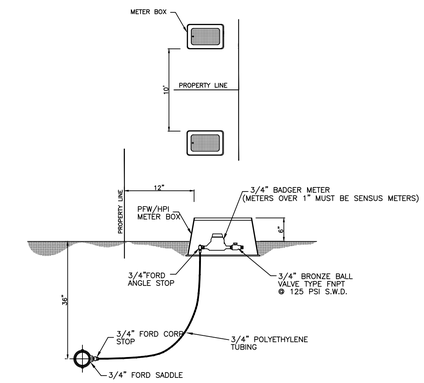




METHOD FOR FILLING NEW WATER LINES



FIRE HYDRANT ASSEMBLY



SHORT SERVICE CONNECTION

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

DEL REY ESTATES UNIT 1 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 ONE EXISTING 8" WATER LINE ALONG THE NORTH SIDE OF CANTON ROAD WITHIN AN EXISTING 15 FOOT N.A.W.S.C EASEMENT ENDING ON THE SOUTHWEST CORNER OF THIS PROPOSED SUBDIVISION AS WELL AS AN EXISTING 6" WATER LINE ON THE SOUTH SIDE OF DARA DRIVE. FROM THIS PREVIOUS MENTIONED LINE, ONE PROPOSED 8" WATER LINE WILL INSTALL RUNNING EAST WITHIN A 15 FOOT NAWSC EASEMENT. THREE MORE 8" WATER LINES WILL BE INSTALLED ALONG THE PROPOSED ROAD ROWS OF (DEL REY WEST, DANA DR. AND DEL REY EAST.)

WATER DISTRIBUTION FOR THE DEL REY ESTATES UNIT 1 SUBDIVISION CONSISTS OF THIRTY TWO (32)–1' DIAMETER DUAL SERVICE LINES, TWELFTH (12) ¾" SINGLE SERVICE LINES AND TEN (10) 1" SINGLE SERVICE LINES. THE 8' WATERLINES, THE DUAL SERVICE LINES, THE METER BOXES & LOCKS HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $113,227.50 OR $2,096.81 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $34,800.00, WHICH COVERS THE $644.44 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 6 FIRE HYDRANTS AT A UNIT COST OF $4,225.00 FOR A TOTAL COST OF $25,350.00. 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: COST AND OPERABILITY DATES

SEWAGE FROM DEL REY ESTATES UNIT 1 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 6 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 $1,500.00 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 $66,000.00 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 $173,377.50 WHICH EQUALS TO $3,210.69 PER LOT.

SEWAGE FACILITIES – SEPTIC SYSTEM HAS BEEN INSTALLED AT A TOTAL COST OF $1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $66,000.00 FOR THE ENTIRE SUBDIVISION.

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

KAMBIZ S. KHADEMI, PE
P.E. # 57767

DATE

AS BUILT

PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO

DEL REY ESTATES UNIT 1 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 AGUA DE 8 PULGADAS DE DIAMETRO A LADO NORTE DE LA CALLE CANTON RD CUAL TERMINA EN LA ESQUINA SUR ESTE DE ESTE FRACCIONAMIENTO AL IGUAL QUE UNA LINEA DE 6 PULGADAS A LADO SUR DE LA CALLE DARA. DE ESTA LINEA PREVIAMENTE MENCIONADA SE CONECTARA UNA LINEA NUEVA DE PVC DE 8 PULGADAS EN DIAMETRO CUAL SERA INSTALADA A LO LARGO DE UN DERECHO DE PASO DE 15 PIES DEDICADOS A NAWSC. TRES LINEAS MAS DE 8 PULGADAS SE INSTALARAN PARA DARLE SERVISIO AL DESAROLLO COMPLETO DE ESTE FRACCIONAMIENTO.

DISTRIBUCIÓN DE AGUA PARA DEL REY ESTATES UNIT 1 SUBDIVISIÓN CONSISTE EN TREINTA Y DOS (32) LINEAS DE 1" DIAMETRO DE SERVICIO SENCILLO, DOCE (12) LINEAS DE ¾" DIÁMETRO DE SERVICIO SENCILLO Y DIEZ (10) LINEAS DE 1" SENCILLAS CUALES TERMINAN EN LAS CAJA DEL MEDIDOR CON CANDADOS DE CADA SOLAR. LAS LÍNEAS DE SERVICIO DUALES Y SENCILLAS DE ¾" Y LAS CAJAS DEL MEDIDOR HAN SIDO INSTALADAS A UN COSTO TOTAL DE $113,227.50 O $2,096.81 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.E.W.S.C. $34,800.00 DE ACUERDO AL CONTRATO DE LA CARTA DE 30 AÑOS LA CUAL CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $644.44 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 6 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO INDIVIDUAL DE $4,225.00 A UN COSTO TOTAL DE $25,350.00 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: 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 6 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 $1,500.00 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 $66,000.00 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 $173,377.50 O $3,210.69 POR LOTE

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $1,500.00 POR SISTEMA A UN COSTO TOTAL DE $66,000.00 TODA LA SUBDIVISIÓN.

KAMBIZ S. KHADEMI, PE
P.E. # 57767

DATE

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 DEL REY ESTATES UNIT 1 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.

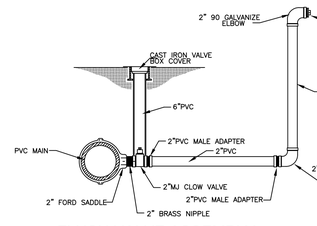
OWNER:
DEL REY ESTATES L.P., a
A TEXAS LIMITED PARTNERSHIP
CAYETANO RGV, L.L.C., a
A TEXAS LIMITED LIABILITY COMPANY
GENERAL PARTNER
KYNDEL W. BENNETT, PRESIDENT
BOX 365
LA BLANCA, TX 78558

DATE

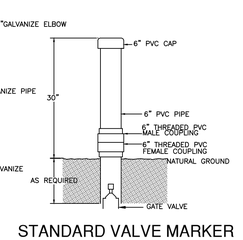
STATE OF TEXAS
COUNTY OF HIDALGO

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 _____



FLUSH VALVE ASSEMBLY



STANDARD VALVE MARKER

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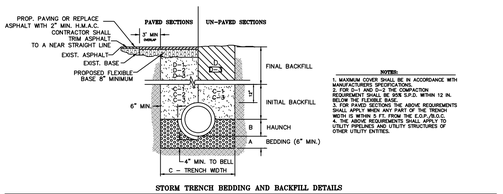


STORM TRENCH BEDDING AND BACKFILL DETAILS

N.T.S

A. BEDDING FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I (CRUSHED GRAVEL, MAX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. COMPACTED THICKNESS = 6") – PIT RUN GRAVEL, 2" 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 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C. TRENCH WIDTH – SHALL BE BELL O.D. X 1.5 + 12". MINIMUM TRENCH WIDTH SHALL EQUAL STRUCTURE WIDTH + 4 FT. THROUGHOUT THE HEIGHT OF THE STRUCTURE.

C-1 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON CITY STREETS, PARKING AREAS, DRIVEWAYS AND COUNTY ROADS– SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% S.P.D., 8" LOOSE 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 TO 92% S.P.D. AS PER ASTM D4253 AND ASTM D698, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

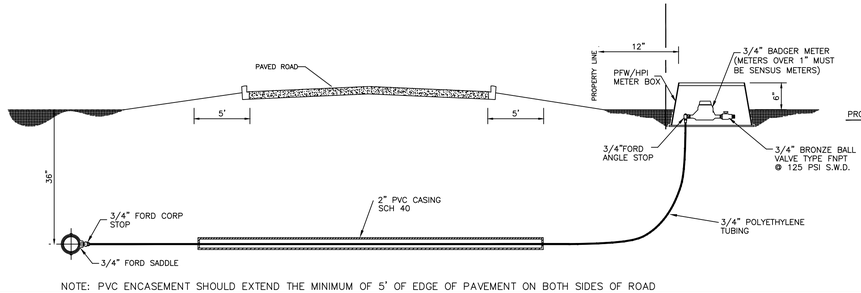
C-3 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II WITH A MINIMUM P.I. OF 19 (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

D. FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE UNDER UNPAVED SECTIONS – SHALL BE CLASS I, II, III OR IV, COMPACTED TO 92% S.P.D. (12" LOOSE LIFT, MECHANICAL COMPACTION).

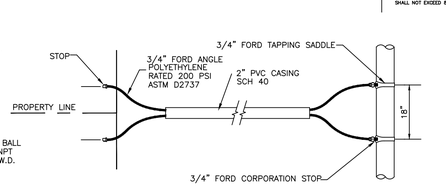
D-1 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREAS, DRIVEWAYS AND COUNTY ROADS– SHALL BE SOIL TYPE A1, A2, A3 WITH A MAXIMUM P.I. OF 19 (AASHTO M145) COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

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 TO 92% S.P.D. AS PER ASTM D4253 AND ASTM D698, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

D-3 FINAL BACKFILL FOR STRUCTURES (INLETS, MANHOLES, ETC.) – STRUCTURES UNDER THE ROADWAY AND UP TO 5 FT BEYOND THE EDGE OF PAVEMENT/BACK OF CURB SHALL HAVE CLASS I OR CLASS II (ASTM D2321) OR SOIL TYPE A1, A2, OR A3 (AASHTO M145) WITH A MAXIMUM P.I. OF 15 BACKFILL MATERIAL COMPACTED TO 95% S.P.D. (12" LOOSE LIFTS, MECHANICAL COMPACTION). EXISTING SUBGRADE SHALL BE SCARIFIED, EQUALIZED AND PREPARATION (WELLPOINTS, MINIMUM 4" GRAVEL OR CEMENTS 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% S.P.D. (12" RELATIVE DENSITY TEST PER ASTM D4253 & ASTM D698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 9".



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

CONSTRUCTION COST ESTIMATE:	
1–WATER:	$138,577.50
2–OSSF:	$66,000.00
3–PAVING:	$263,756.00
4–DRAINAGES:	$113,755.00
TOTAL:	$572,088.50

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(TFRM REGISTRATION #–1334)
(956) 630–2125
FAX (956) 630–2219
410 E. DOVE
P.O. BOX 9422
McALLEN, TEXAS 78502

BY	DATE	REVISION

DRAWING DATE: APRIL, 2016
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 APRIL/2016
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

DEL REY ESTATES UNIT 1
SUBDIVISION
HIDALGO COUNTY
ETJ EDINBURG

EXISTING TOPO AND ~~PROPOSED~~ WATER IMPROVEMENTS (NAWSC) AND SEPTIC TANKS
DEL REY ESTATES UNIT 1, LLC

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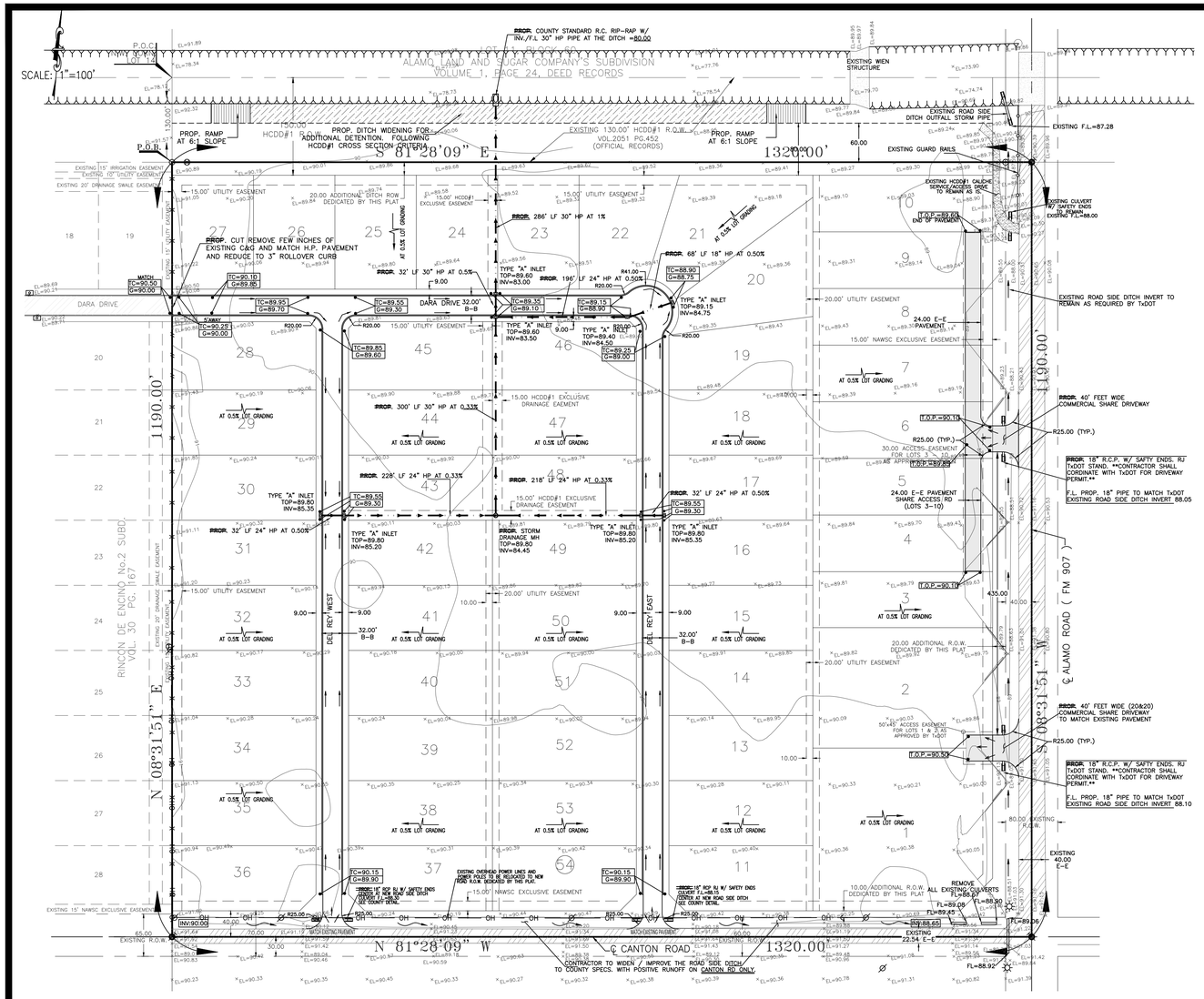
File Name: SEPTIC & WATER

SHEET 2 OF 3



DRAINAGE REPORT

THE REFERENCED SUBDIVISION IS A 33.25–AC. NET TRACT OF LAND LOCATED ON THE NORTH WEST CORNER OF CANTON AND ALAMO ROADS. THIS AREA IS IN 2 MILE ETJ OF CITY OF EDINBURG.

THE PROPOSED USE IS MOSTLY FOR SINGLE–FAMILY RESIDENTIAL LOTS (44) AND FEW COMMERCIAL LOTS (10). THE NATURAL DRAINAGE IN THE GENERAL AREA IS TO THE NORTH OUT FALLING INTO THE EXISTING HCDD#1 DRAINAGE DITCH. THE EXISTING RUNOFFS FROM THE SITE FOR A 10–YEAR STORM ARE IS 14.03 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 17.29 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 50,207 CUBIC FEET (1.15 ACRE–FEET) OF DETENTION IS REQUIRED, AND THIS SHALL BE ACCOMPLISHED BY HCDD#1'S EXISTING DRAINAGE DITCH WIDENING.

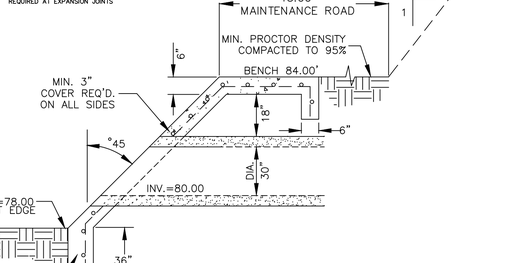
ADDITIONAL DRAINAGE IMPROVEMENTS ARE PROVIDED VIA STREET/GUTTER POSITIVE FLOW WITH CURB INLETS AND 24"/30" DRAINAGE PIPES OUT–FALLING INTO THE EXISTING HCDD#1 DRAINAGE DITCHES.

FLOOR ELEV. (SEE PLAT NOTE) WILL BE SET ABOVE THE 100 YR. FLOOD. THIS SUBD. IS IN ZONE "B" C.P.N. 480334 0425 C REVISED NOV. 16, 1982

KAMBIZ S. KHADEMI, P.E. DATE

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

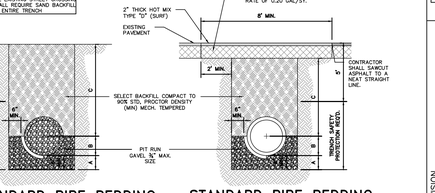
AS BUILT



RECONSTRUCTION OF ROAD SIDE DITCH
WITH SIDEWALK TO BE LOCATED WHEN REQUIRED.

NOTE;
WHEN UTILITY LOCATED WITHIN CITY ROW, ALL BACKFILL IS SUBJECT TO INSPECTION, TESTING AND APPROVAL BY THE CITY ENGINEER'S OFFICE

NOTE;
ALL EXISTING STREET CROSSING SHALL REQUIRE SAND BACKFILL OF ENTIRE TRENCH



STANDARD PIPE BEDDING

A. GRAVEL (3/4" MAX. SIZE) BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE. (MIN. THICKNESS = 6")

B. GRAVEL BACK FILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. (4" LIFTS, MECH. TAMPED).

C. FILL TRENCH W/SELECT BACKFILL (Pi<20), W/12" LIFTS COMPACT TO 90% STD. PROCTOR

FOUNDATION PREPARATION (WELLPOINTS, GRAVEL AND/OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACK FILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY. THE THICKNESS OF EACH LOOSE LAYER SHALL BE SAND, APPROVED SITE SOIL OR OTHER APPROVED SUBSTITUTE.

STANDARD PIPE BEDDING

UNDER EXISTING PAVEMENT OR PROP. PAVEMENT

A. GRAVEL (3/4" MAX. SIZE) BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE. (MIN. THICKNESS = 6")

B. GRAVEL BACK FILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. (4" LIFTS, MECH. TAMPED).

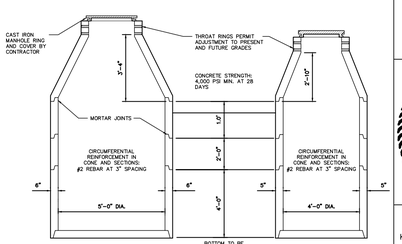
C. FILL TRENCH W/SELECT BACKFILL (Pi<20), W/12" LIFTS COMPACT TO 95% STD. PROCTOR

FOUNDATION PREPARATION (WELLPOINTS, GRAVEL AND/OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACK FILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY. THE THICKNESS OF EACH LOOSE LAYER SHALL BE SAND, APPROVED SITE SOIL OR OTHER APPROVED SUBSTITUTE.

STANDARD PIPE BEDDING DETAILS

AS BUILT

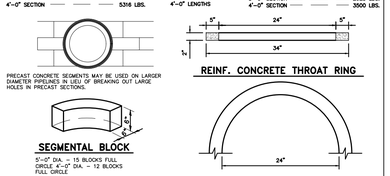


WEIGHTS OF 5'-0" DIA. MANHOLE	
THROAT RING	90 LBS.
CONE SECTION	2800 LBS.
1'-0" SECTION	1320 LBS.
2'-0" SECTION	2656 LBS.
3'-0" SECTION	3987 LBS.
4'-0" SECTION	5316 LBS.

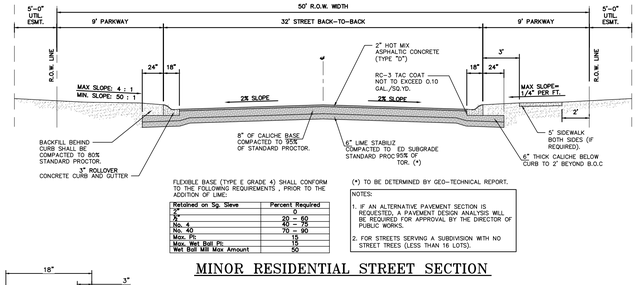
MANHOLES SECTIONS ARE CAST IN

1'-0" LENGTHS
2'-0" LENGTHS
3'-0" LENGTHS
4'-0" LENGTHS

WEIGHTS OF 4'-0" DIA. MANHOLE	
THROAT RING	90 LBS.
CONE SECTION	1750 LBS.
1'-0" SECTION	875 LBS.
2'-0" SECTION	1750 LBS.
3'-0" SECTION	2625 LBS.
4'-0" SECTION	3500 LBS.



PRECAST CONCRETE MANHOLE DETAILS



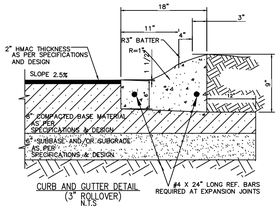
MINOR RESIDENTIAL STREET SECTION

FLEXIBLE BASE (TYPE E GRADE 4) SHALL CONFORM TO THE FOLLOWING REQUIREMENTS , PRIOR TO THE ADDITION OF LIME:

Retained on Sq. Sieve	Percent Required
1"	0
#4	20 – 60
No. 4	40 – 75
No. 40	70 – 90
Max. Pi:	15
Min. Wet Ball Pi:	15
Wet Ball Mill Max Amount	50

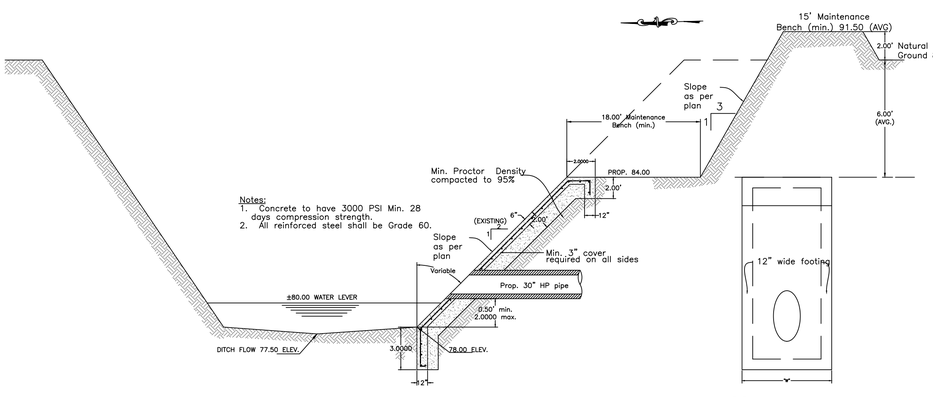
(*) TO BE DETERMINED BY GEO–TECHNICAL REPORT.

NOTES:
1. IF AN ALTERNATIVE PAVEMENT SECTION IS REQUESTED, A PAVEMENT DESIGN ANALYSIS WILL BE REQUIRED FOR APPROVAL BY THE DIRECTOR OF PUBLIC WORKS.
2. FOR STREETS SERVING A SUBDIVISION WITH NO STREET TREES (LESS THAN 16 LOTS).



CURB AND GUTTER DETAIL (3" ROLLOVER) N.T.S

AS BUILT



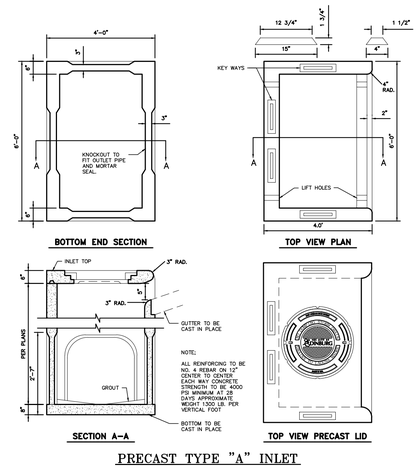
Notes:
1. Concrete to have 3000 PSI Min. 28 days compression strength.
2. All reinforced steel shall be Grade 60.

HCDD#1 DITCH SECTION DETAIL.

"W" = O.D. of proposed pipe + 8ft (4ft on each side)
Top View

NOTE:
1. CONC. TO HAVE 3000 P.S.I. MIN. 28 DAYS COMPRESSION STRENGTH.
2. STEEL TO HAVE 4000 P.S.I. YIELD STRENGTH.

DEL REY ESTATES RIP–RAP DETAIL



PRECAST TYPE "A" INLET

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #F–1334)
(956) 630–2125
FAX (956) 630–2219
410 E. DOVE
P.O. BOX 3422
McALLEN, TEXAS 78502

BY	DATE	REVISION

DRAWING DATE: APRIL, 2016
RELEASE DATE:
DESIGNED BY: K.K.
DRAWN BY: F.D.
CHECKED BY: K.K.
UPDATED DWG. BY:
SCALE: 1" = 100'

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KHAMBIZ S. KHADEMI, P.E. 57767 APRIL/2016.
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DEL REY ESTATES UNIT 1
HIDALGO COUNTY ETJ EDINBURG

EXISTING TOPO AND ~~PROPOSED~~ PAVING, STORM DRAINAGE AND DETENTION POND

DEL REY ESTATES UNIT 1, L.P.

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File Name: PAVING & DRAINAGE

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: 11-22-2016

PROPOSED **SAN MARTIN NO. 1** SUBDIVISION, PRECINCT No. **1.**

ENGINEER: **QUINTANILLA, HEADLEY & ASSOCIATES** DEVELOPER: **BUENA TIERRA DEV., INC.**

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

NUMBER OF LOTS: **67** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **SOUTH OF CANTON ROAD APPROXIMATELY 200 FEET EAST OF VALVERDE ROAD[F.M. 1423].**

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

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **3-22-2016** PROPERTY LIES WITHIN FLOOD ZONE: **" C "** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE WILL BE PROVIDED BY STORM DRAINAGE PIPE SYSTEM AND DETENTION WILL BE PROVIDED BY WIDENING THE EXISTING DRAIN DITCH LOCATED SOUTH OF THE PROPOSED SUBDIVISION DEVELOPMENT.**

ROAD R.O.W. DEDICATION: **20.00 FEET ONTO CANTON ROAD.**

H.C.R.O.W. FINAL APPROVAL DATE: **11-02-2016** By, **ROY GONZALEZ, PCT. 1** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **11-04-2016** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD.

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **12"** LOCATION: **VALVERDE ROAD.**

H.C.O.E.C. FINAL APPROVAL DATE: **11-04-2016** : 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.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **APRIL 26, 2016**

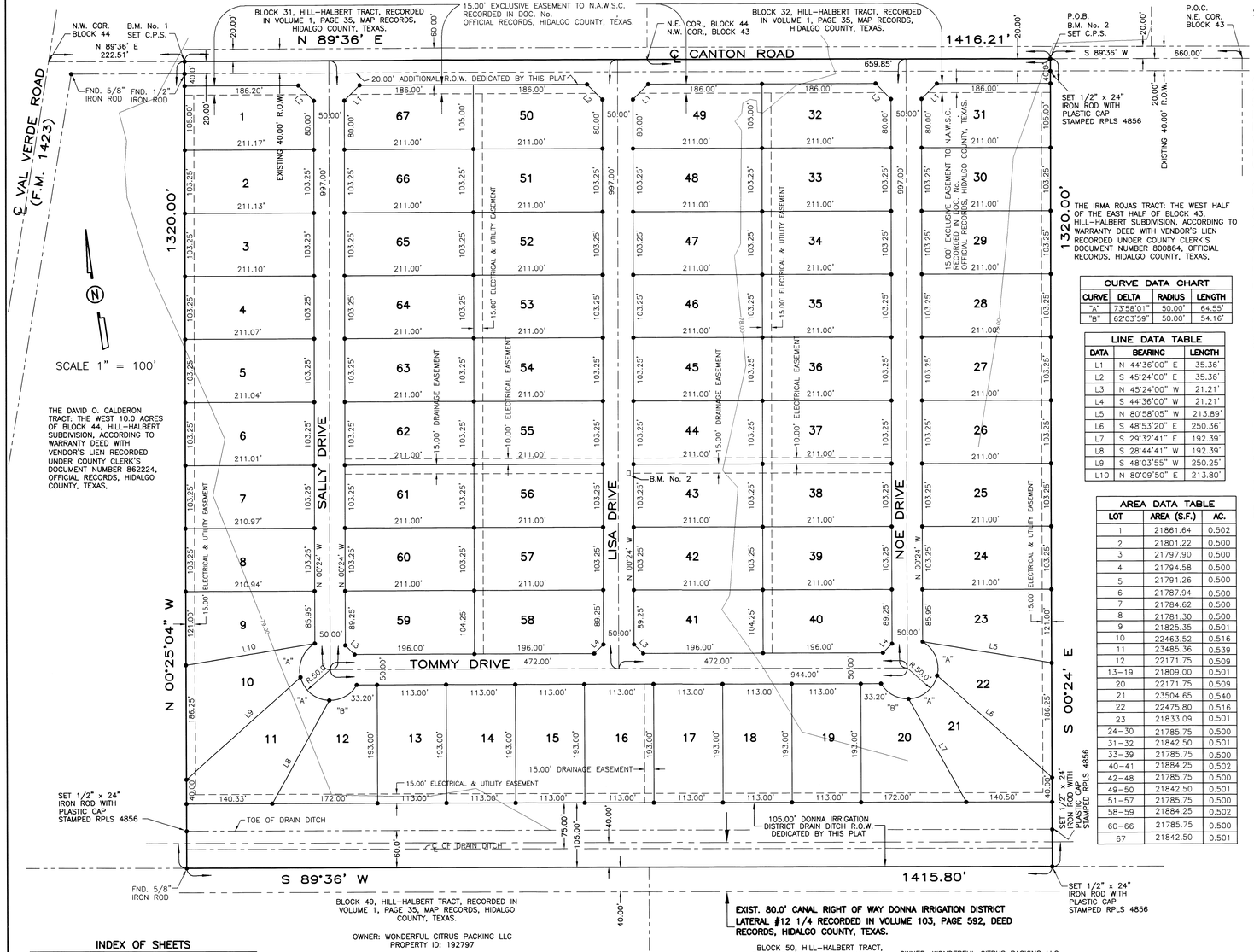
STAFF RECOMMENDS:

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

☒ **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.

*



CURVE DATA CHART			
CURVE	DELTA	RADIUS	LENGTH
"A"	73°58'01"	50.00'	64.55'
"B"	62°03'59"	50.00'	54.16'

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 44°36'00" E	35.36'
L2	S 45°24'00" E	35.36'
L3	N 45°24'00" W	21.21'
L4	S 44°36'00" W	21.21'
L5	N 80°58'05" W	213.89'
L6	S 48°53'20" E	250.36'
L7	S 29°32'41" E	192.39'
L8	S 28°44'41" W	192.39'
L9	S 48°03'55" W	250.25'
L10	N 80°09'50" E	213.80'

AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
1	21861.64	0.502
2	21801.22	0.500
3	21797.90	0.500
4	21794.58	0.500
5	21791.26	0.500
6	21787.94	0.500
7	21784.62	0.500
8	21781.30	0.500
9	21825.35	0.501
10	22463.52	0.516
11	23485.36	0.539
12	22171.75	0.509
13–19	21809.00	0.501
20	22171.75	0.509
21	23504.65	0.540
22	22475.80	0.516
23	21833.09	0.501
24–30	21785.75	0.500
31–32	21842.50	0.501
33–39	21785.75	0.500
40–41	21884.25	0.502
42–48	21785.75	0.500
49–50	21842.50	0.501
51–57	21785.75	0.500
58–59	21884.25	0.502
60–66	21785.75	0.500
67	21842.50	0.501

INDEX OF SHEETS

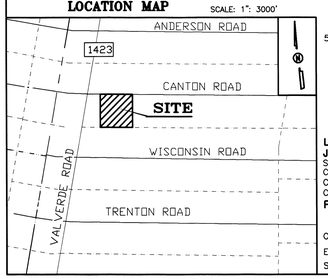
SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, PLAT ATTESTATION: COUNTY CLERK'S RECORDING CERTIFICATION: CITY OF DONNA MAYOR CERTIFICATION, CITY OF DONNA PLANNING DEPT. CERTIFICATION, HCDD NO. 1 CERTIFICATION, NORTH ALAMO WSC STATEMENT, HEALTH DEPARTMENT CERTIFICATION, DONNA IRRIGATION DISTRICT CERTIFICATION AND COUNTY JUDGE'S CERTIFICATION, REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER DISTRIBUTION SYSTEM, OSSF OR WASTE WATER COLLECTION SYSTEM AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT, REVISION NOTES.

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION, CONSTRUCTION DETAILS, REVISION NOTES.

LOCATION MAP

SCALE: 1": 3000'



PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE " C "
AREAS OF MINIMAL FLOODING. (NO SHADING)
COMMUNITY–PANEL NUMBER 480334 0425 C
EFFECTIVE DATE: NOVEMBER 16, 1982
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.– LEGEND ● – DENOTES 1/2"x24" IRON ROD SET WITH PLASTIC CAP STAMPED R.P.L.S. 4856, UNLESS OTHERWISE NOTED.

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.– MINIMUM BUILDING SETBACK LINES:

FRONT	25.00'
REAR	15.00'
SIDE	6.00'
SIDE ABUTTING STREET	10.00'

OR TO EASEMENT LINE WHICHEVER IS GREATER IN ALL CASES

5.– 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 109,365.61 CUBIC –FEET 2.51 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.

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.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1: ELEV. =80.18 COTTON PICKER SPLINDE SET AT THE NORTHWEST CORNER OF THIS SUBDIVISION N.A.V.D. 88 DATUM.

B.M. NO. 2 ELEVATION= 76.87 LOCATED ON TOP OF INLET LOCATED NEAR THE NORTHWEST CORNER OF LOT 43. N.A.V.D. 88 DATUM

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

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

12.– LOTS 1, 31, 32, 49, 50 AND 67 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO CANTON ROAD.

BUENA TIERRA DEVELOPMENT INC.
TILLMIN WELCH, PRESIDENT

13.– _____ THE OWNER & SUBDIVIDER OF **SAN MARTIN SUBDIVISION No. 1** RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

14.– 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 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.

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

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

SAN MARTIN SUBDIVISION No. 1 IS LOCATED IN MIDDLE HIDALGO COUNTY 222.51 FEET EAST OF INTERSECTION OF VAL VERDE ROAD AND SOUTH SIDE OF CANTON ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 15,798), SAN MARTIN SUBDIVISION No. 1 LIES APPROXIMATELY 2.5 MILE FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. IT LIES IN PCT. 1

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	BUENA TIERRA DEVELOPMENT INC. TILLMIN WELCH, PRESIDENT	3714 S. EXPRESSWAY 281	EDINBURG, TX 78539	(956)386–0726	(956)380–4395
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

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

SUBDIVISION PLAT OF:
SAN MARTIN SUBDIVISION No. 1

A 42.91 ACRE TRACT OF LAND BEING THE WEST HALF OF BLOCK 43 AND THE EAST 22.91 ACRES OF BLOCK 44, HILL–HALBERT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2699686, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 42.91 ACRE TRACT OF LAND BEING THE WEST HALF OF BLOCK 43 AND THE EAST 22.91 ACRES OF BLOCK 44, HILL–HALBERT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2699686, 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 BLOCK 43 AND IN THE CENTERLINE OF CANTON ROAD FOR THE NORTHWEST CORNER OF THE IRMA ROJAS TRACT (THE WEST HALF OF THE EAST HALF OF BLOCK 43, HILL–HALBERT SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 800864, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 89°36' W, 660.00 FEET FROM THE NORTHEAST CORNER OF BLOCK 43.

THENCE; S 00°24' E, ALONG THE WEST LINE OF THE IRMA ROJAS TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 20.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF CANTON ROAD, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 1,260.00 FEET FOR THE TOE OF A DRAIN DITCH, A TOTAL DISTANCE OF 1,320.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE SOUTH LINE OF BLOCK 43 FOR THE SOUTHWEST CORNER OF SAID TRACT AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; S 89°36' W, ALONG THE SOUTH LINE OF BLOCKS 43 AND 44, A DISTANCE OF 1,415.80 FEET TO A 5/8" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THE DAVID O. CALDERON TRACT (THE WEST 10.0 ACRES OF BLOCK 44, HILL–HALBERT SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 862224, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 00°25'04" W, ALONG THE EAST LINE OF THE DAVID O. CALDERON TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 60.00 FEET FOR THE TOE OF A DRAIN DITCH, PASSING A 1/2" IRON ROD FOUND AT 1,300.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF CANTON ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A COTTON PICKER SPINDLE SET ON THE NORTH LINE OF BLOCK 44 AND IN THE CENTERLINE OF CANTON ROAD FOR THE NORTHEAST CORNER OF SAID TRACT AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; N 89°36' E, ALONG THE NORTH LINE OF BLOCKS 43 AND 44, AND THE CENTERLINE OF CANTON ROAD, A DISTANCE OF 1,416.21 FEET TO THE POINT OF BEGINNING AND CONTAINING 42.91 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH VAL VERDE ESTATES, RECORDED IN VOLUME 31, PAGE 193–A, 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

FEB. 3, 2016
DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF SAN MARTIN SUBDIVISION No. 1 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, _____.

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

RIGHT OF WAY EASEMENT

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

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

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

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

IN WITNESS WHEREOF the said Grantor executed this instrument this 1st day of November 2016.

BUENA TIERRA DEVELOPMENT INC.
TILLMIN WELCH, PRESIDENT
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

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

I, TILLMIN WELCH, PRESIDENT OF BUENA TIERRA DEVELOPMENT INC., AS OWNER OF THE 42.91 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SAN MARTIN SUBDIVISION No. 1, 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.

11-1-16
DATE

BUENA TIERRA DEVELOPMENT, INC.
TILLMIN WELCH, PRESIDENT
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared TILLMIN WELCH, PRESIDENT OF BUENA TIERRA DEVELOPMENT INC. proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this 1st day of November, 2016

CLARISSA ANNETTE QUINTANILLA — Notary Public, State of Texas — My Commission Expires November 04, 2017

CLARISSA ANNETTE 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 SAN MARTIN SUBDIVISION No. 1 was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

_____ _____
Hidalgo County Judge — date

ATTEST: _____ _____
Hidalgo County Clerk — date

CITY OF DONNA, TX
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(c) AND §212.0115(b)

WE THE UNDERSIGNED CERTIFY that this plat of the SAN MARTIN SUBDIVISION No. 1 was received and approved by the city Council of the City of _____ on _____, _____.

_____ _____
Mayor of the City of DONNA — **Date**

ATTEST: _____ _____
Secretary of the City of DONNA — **Date**

DONNA IRRIGATION DISTRICT

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT ON THIS 7th DAY OF September, 2016.

SECRETARY — PRESIDENT

APPROVAL OF THE PLANNING COMMISSION OF THE CITY:

THIS PLAT SAN MARTIN SUBDIVISION No. 1 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION ON THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____ 20__.

ATTEST: _____ **BY:** _____
SECRETARY — CHAIRMAN PLANNING COMMISSION

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 — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

8-19-16
DATE

COUNTY COURT — COUNTY OF HIDALGO — STATE OF 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

DATE OF PREPARATION: FEBRUARY 3, 2016

SHEET NO. 1 OF 3 SHEETS

F:\DATA\SUBD\DONNA\SAN MARTIN SUBD No1\PLAT

DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
2–3–2016	L.G.	M.G.	A.Q.
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
8–19–2016	L.G.	M.G.	A.Q.

SAN MARTIN SUBDIVISION No. 1

A 42.91 ACRE TRACT OF LAND BEING THE WEST HALF OF BLOCK 43 AND THE EAST 22.91 ACRES OF BLOCK 44, HILL–HALBERT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1974434, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FINAL ENGINEERING REPORT FOR SAN MARTIN SUBDIVISION No. 1:
BY ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description and Costs.

SAN MARTIN SUBDIVISION No. 1 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 SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS A 12" DIAMETER WATERLINE LOCATED ON THE SOUTHWEST CORNER OF CANTON ROAD AND VALVERDE ROAD. AN 8" WATERLINE WILL TAP INTO THE EXISTING 12" WATERLINE AND RUN EAST ALONG THE SOUTH SIDE OF CANTON ROAD IN AN EXCLUSIVE EASEMENT, ENDING AT THE NORTHEAST CORNER OF LOT 31.

ON THE NORTHWEST CORNER OF LOT 67, AN 8" DIAMETER WATERLINE RUNS SOUTH ALONG THE EAST SIDE OF SALLY DRIVE. ON THE SOUTHWEST CORNER OF LOT 59, IT TURNS EAST AND RUNS ALONG THE NORTH SIDE OF TOMMY DRIVE. ON THE SOUTHEAST CORNER OF LOT 40, THE 8" DIAMETER WATERLINE TURNS NORTH AND RUNS ALONG THE WEST SIDE OF NOE DRIVE CONNECTING TO THE 8" WATERLINE ON CANTON ROAD.

ON THE NORTHEAST CORNER OF LOT 50, ANOTHER 8" DIAMETER WATERLINE CONNECTS TO THE 8" WATERLINE ON CANTON AND RUNS SOUTH ALONG THE WEST SIDE OF LISA DRIVE. IT CONNECTS WITH THE 8" DIAMETER WATERLINE ON TOMMY DRIVE.

FROM THE 8" DIAMETER WATERLINE, THERE ARE THIRTY–ONE (31) 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. THERE ARE FIVE (5) 3/4" SINGLE SERVICE LINES THAT RUN TO THE METER BOXES OF THE LOTS.

THE 8" WATERLINE, THE 1" DUAL SERVICE LINES, THE 3/4" SINGLE SERVICE LINES AND THE METER BOXES HAVE INSTALLED, AT A TOTAL COST OF $ 183,715.00 OR $ 2,742.01 PER LOT. THE SUBDIVIDER HAS IN ADDITION PAID N.A.W.S.C. THE SUM OF $ 45,775.00 OR $ 683.21 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 WILL BE INSTALLED EIGHT (8) FIRE HYDRANTS AT A UNIT COST OF $ 2,300.00 FOR A TOTAL COST OF $ 18,400.00. THE ENTIRE WATER FACILITIES WILL BE 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 THE SAN MARTIN SUBDIVISION No. 1, 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. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

EACH LOT IN THE EXISTING SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM, SANDY CLAY LOAM AND CLAY LOAM SOIL FOR THE AREA. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAD EIGHT (8) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS 6, 13, 23, 30, 34, 43, 50 & 64. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL IS A UNIFORM SANDY LOAM (CLASS II) EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY EXISTING EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE EXISTING EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $ 1,350.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSFS HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $ 90,450.00. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON OCTOBER 7, 2016

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 THE CONSTRUCTED WATER AND ON–SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES WILL BE CONSTRUCTED, WITH THE INSTALLATION OF WATER METER BOXES, HAVE COST A GRAND TOTAL OF $ 229,490.00 WHICH EQUALS TO $ 3,425.22 PER LOT.

SEWAGE FACILITIES– SEPTIC SYSTEM IS ESTIMATED TO COST $ 1,350.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 90,450.00 FOR THE ENTIRE SUBDIVISION.

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

ALFONSO QUINTANILLA P.E.
P.E. 95534

11-1-16
DATE

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION SAN MARTIN SUBDIVISION No. 1:
POR ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion y Costos.

LA SUBDIVISION SAN MARTIN SUBDIVISION No. 1 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. TIENE UNA LINEA DE AGUA DE 12" DE DIAMETRO EN LA ESQUINA SUROESTE DE CANTON ROAD Y VAL VERDE ROAD. UNA LINEA DE AGUA DE 8" DE DIAMETRO CONNECTA CON LA LINEA DE AGUA DE 12" DE DIAMETRO Y CORRE ESTE POR EL LADO SUR DE CANTON ROAD, TERMINANDO CON UNA VALVULA DE 2" EN LA ESQUINA NORESTE DE LOTE 31.

UNA LINEA DE AGUA DE 8" DE DIAMETRO CONNECTA CON LA LINEA DE AGUA DE 8" EN LA ESQUINA NOROESTE DE LOTE 67 Y CORRE SUR POR EL LADO ESTE DE SALLY DRIVE. EN LA ESQUINA SUROESTE DE LOTE 59, LA LINEA DE AGUA DE 8" DE DIAMETR VOLTEA Y CORRE ESTE POR EL LADO NORTE DE LA CALLE TOMMY DRIVE. EN LA ESQUINA SURESTE DE LOTE 40, LA LINEA DE AGUA DE 8" DE DIAMETRO VOLTEA NORTE Y CORRE POR EL LADO OESTE DE LA CALLE NOE DRIVE Y SE CONNECTA CON UNA LINEA DE AGUA DE 8" DE DIAMETRO EN LA CALLE CANTON ROAD.

EN LA ESQUINA NORESTE DE LOTE 50, UNA LINEA DE AGUA DE 8" DE DIAMETRO SE CONNECTA CON UNA LINEA DE AGUA DE 8" DE DIAMETRO EN LA CALLE CANTON ROAD Y CORRE SUR POR EL LADO OESTE DE LA CALLE LISA DRIVE. LA LINEA DE AGUA DE 8" DE DIAMETRO CONNECTA CON UNA LINEA DE AGUA DE 8" DE DIAMETRO EN LA CALLE TOMMY DRIVE.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN TREINTA Y UNO (31) DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE 3/4"DE PULGADA DE DIÁMETRO PARA CADA LOTE. ADICIONALMENTE HAY CINCO (5) CONDUCTOS INDIVIDUALES DE AGUA DE 3/4" DE PULGADA DE DIÁMETRO PARA CADA LOTE.

LOS DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, EL CONDUCTO DE 3/4" DE PULGADAS DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE US$ 183,715.00 O US$ 2,742.01 POR LOTE. EL DUEÑO DE LA SUBDIVISION TAMBIÉN LE HA PAGADO A LA COMPAÑIA N.A.W.S.C. US$ 45,775.00. QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, US$ 683.21. 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 OCHO (8) BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 2,300.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL $ 18,400.00 . 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 y Costos.

SE INSTALARA UNA FOSA SÉPTICA EN CADA SOLAR DE LA SUBDIVISION SAN MARTIN SUBDIVISION No. 1. ESTA FOSA SÉPTICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL EVALUADOR (LIC# OS 12258) 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. EL EVALUADOR (LIC# OS 12258) HIZO OCHO (8) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES 6, 13, 23, 30, 34, 43, 50 Y 64 (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME FRANCO ARENOSO (CLASS II) 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 US$ 1,350.00, 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 US$ 90,450.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE EL 16 DE OCTUBRE DE 2016

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:

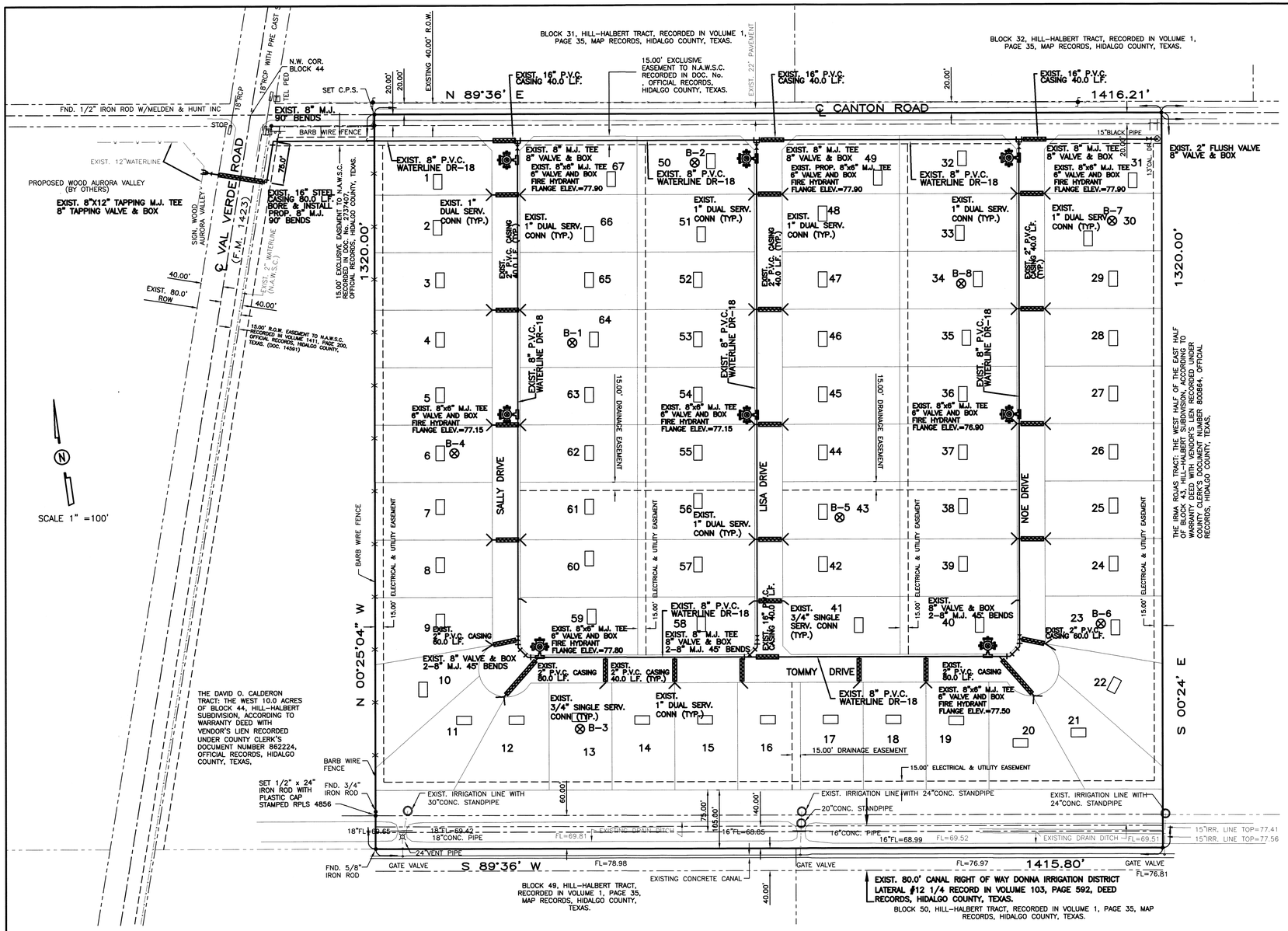
AGUA: EL SISTEMA/SERVICIO DE AGUA ESTA TOTALMENTE CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL GRAN COSTO TOTAL ES DE US$ 229,490.00 LO CUAL EQUIVALE A US$ 3,425.22 POR LOTE.

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $ 1,350.00 A UN COSTO TOTAL DE $ 90,450.00 TODA LA SUBDIVISIÓN.

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

ALFONSO QUINTANILLA P.E.
P.E. 95534

11-1-16
DATE



B–1 ⊗ TEST BORINGS

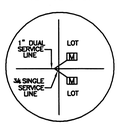
☐ SEPTIC TANK (OSSF)

COST ESTIMATE

WATER DISTRIBUTION:	$ 183,715.00
DRAINAGE IMPROVEMENTS:	$ 188,070.00
PAVING IMPROVEMENTS:	$ 337,640.25
SEPTIC TANK (OSSF):	$ 90,450.00

Ⓜ WATER METER BOX
8" WATER SUPPLY LINE
SERVICE LINES

Ⓜ CAJA DE MEDIDOR DE AGUA
8" LINEA DE AGUA
LINEAS DE SERVICIOS



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:

BUENA TIERRA DEVELOPMENT INC.
TILLMIN WELCH, PRESIDENT

1.– I (WE), _____, SUBDIVIDERS OF **SAN MARTIN SUBDIVISION No. 1** 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.

BUENA TIERRA DEVELOPMENT INC.
TILLMIN WELCH, PRESIDENT
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

11-1-16
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared TILLMIN WELCH, PRESIDENT OF BUENA TIERRA DEVELOPMENT INC. proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this 1ST day of November, 2016.

CLARISSA ANNETTE QUINTANILLA — Notary Public, State of Texas — My Commision Expires November 04, 2017

CLARISSA ANNETTE QUINTANILLA– NOTARY PUBLIC

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

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

COUNTY COURT — COUNTY OF HIDALGO, TEXAS

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

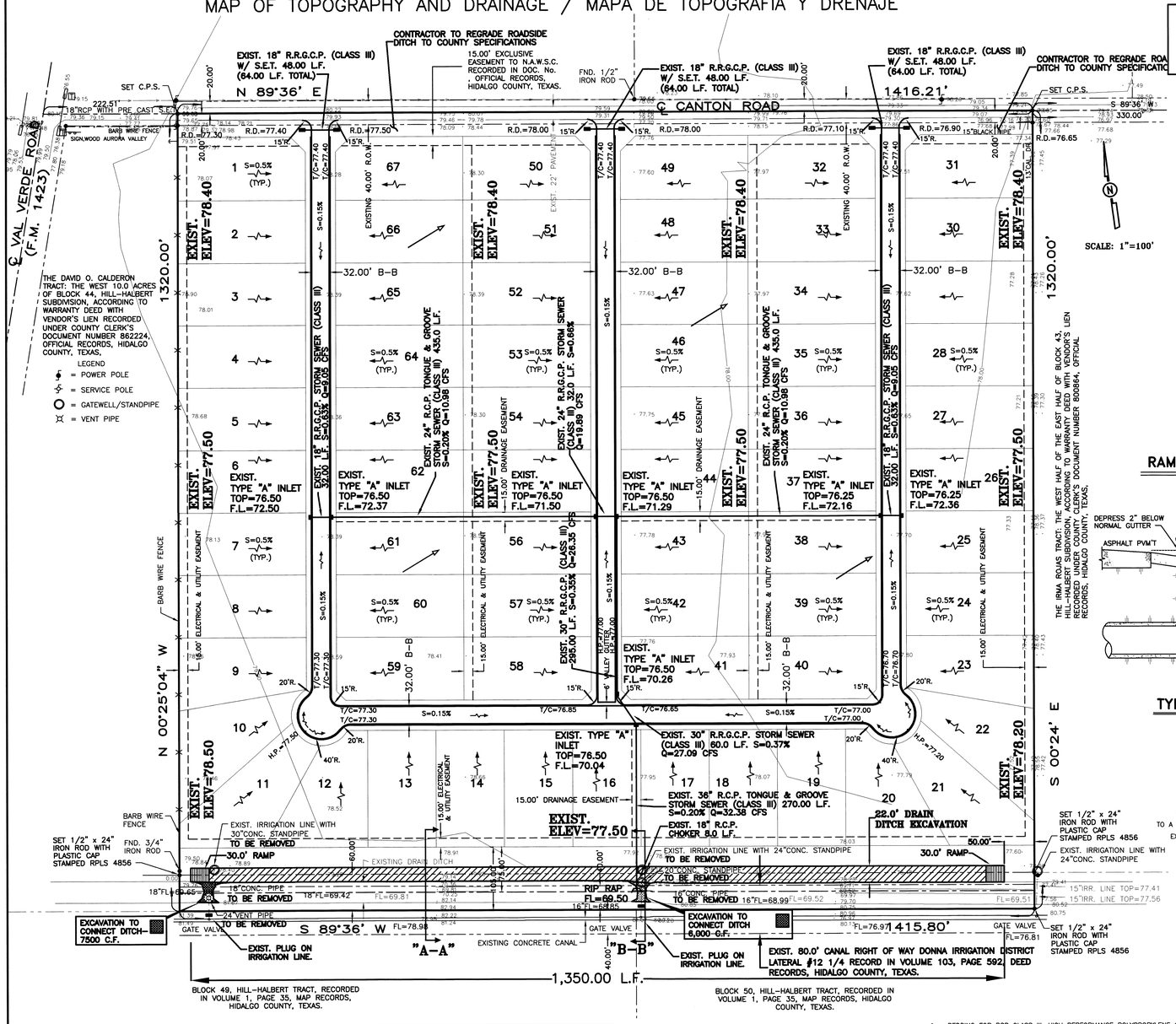
ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

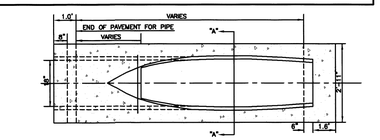
SHEET NO. 2 OF 3 SHEETS

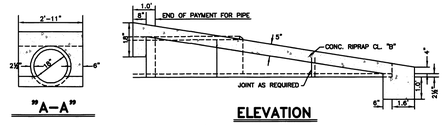
FILENAME : P:\DATA\SUBD\HC\SAN MARTIN SUBDIVISION No. 1\WATER BPLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
MARCH 1, 2016	LG		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE

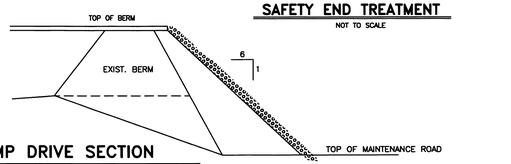


NOTE:
DIRT EXCAVATED FROM DRAIN DITCH SHALL BE SPREAD AT LOCATION DETERMINED BY ENGINEER

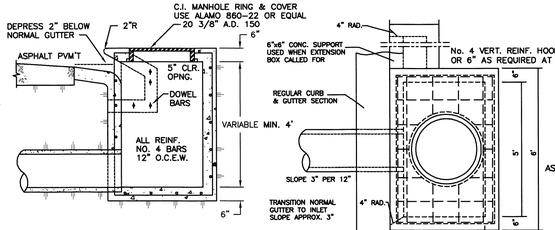




SAFETY END TREATMENT
NOT TO SCALE

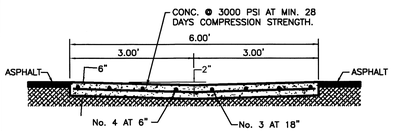


RAMP DRIVE SECTION
N.T.S.



TYPE "A" INLET DETAIL
NOT TO SCALE

INLET EXTENSION



CONC. VALLEY GUTTER
NOT TO SCALE

SAN MARTIN SUBDIVISION No. 1

A 42.91 ACRE TRACT OF LAND BEING THE WEST HALF OF BLOCK 43 AND THE EAST 22.91 ACRES OF BLOCK 44, HILL-HALBERT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1974434, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DRAINAGE REPORT FOR
SAN MARTIN SUBDIVISION No.1

A 42.91 acre tract of land being the west half of Block 43 and the east 22.91 acres of Block 44, Hill-Halbert subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in volume 1, page 35, map records, Hidalgo County, Texas, and according to warranty deed recorded under county clerk's document number 1974434, official records, Hidalgo County, Texas. This subdivision is located on the south side of Canton Road, approximately 222 feet east of Val Verde Road (F.M. 1423). The proposed subdivision will consist of 67 residential lots.

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

The majority of the soil is sandy clay loam, and clay loam. This soil is well drained. Permeability is moderate. Plasticity Index has a range of 11-23. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff. The existing runoff for the proposed subdivision is Q= 11.23 cubic feet per second based on a 10-year storm.

After development the runoff will be Q= 34.28 cubic feet per second for an increase of Q= 23.05 cubic feet per second. Detention will be 109,365.61cubic feet (2.51 acre feet) and will be accomplished by excavating the existing Donna Irrigation District Drain Ditch on the south side of the subdivision. The street runoff will be collected by a storm sewer system consisting of 18", 24", 30" and 36" pipes and Type "A" inlets that will discharge into the existing Drain Ditch. 105.00 feet of right of way for the Drain Ditch is being dedicated to the Donna Irrigation District by the plat.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100-YEAR FLOODPLAIN FOR ZONE "C" [AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN] AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0425 C (NOVEMBER 16, 1982) IS CONTAINED WITHIN THE RIGHT-OF-WAY OF STREET AND WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

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

P.E.

ALFONSO QUINTANILLA
P.E. 95534

11-1-16
DATE

LEGEND

TOTAL DETENTION REQUIRED – 109,365.61 C.F.
TOTAL DETENTION PROVIDED – 117,212.40 C.F.
(1320 L.F. X 78.57 S.F.) + 7,500 C.F. + 6,000 C.F.

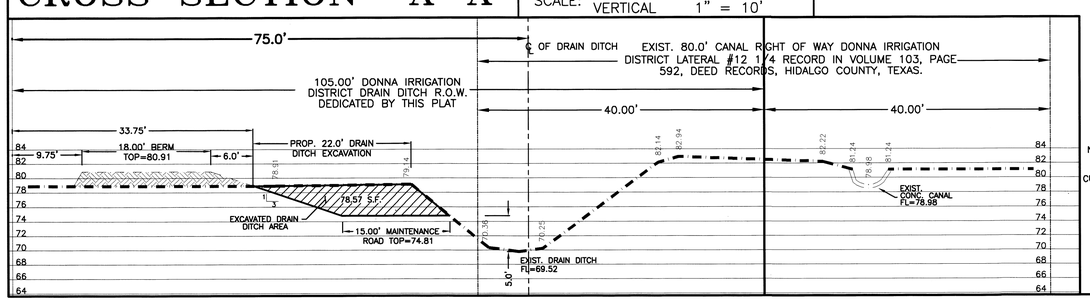
FLOW AFTER LOT GRADING
FLOW DIRECTION OF WATER

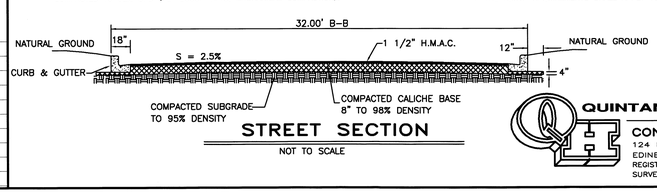
COST ESTIMATE

WATER DISTRIBUTION:	$ 183,715.00
DRAINAGE IMPROVEMENTS:	$ 188,070.00
PAVING IMPROVEMENTS:	$ 337,640.25
SEPTIC TANK (OSSF):	$ 90,450.00

CROSS SECTION "A-A"

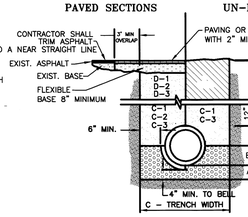
SCALE: HORIZONTAL 1" = 10'
VERTICAL 1" = 10'



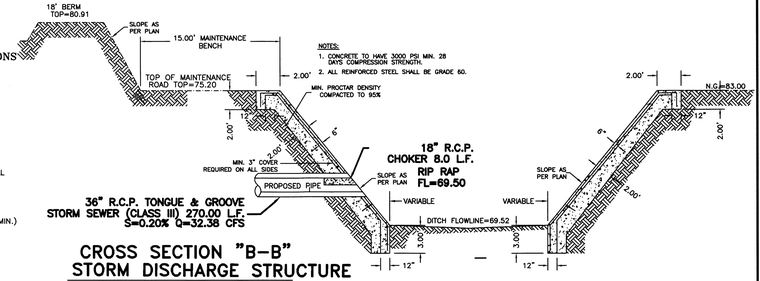


STREET SECTION
NOT TO SCALE

PAVED SECTIONS



UN-PAVED SECTIONS



36" R.C.P. TONGUE & GROOVE STORM SEWER (CLASS III) 270.00 L.F. S=0.20% Q=32.38 CFS

CROSS SECTION "B-B"
STORM DISCHARGE STRUCTURE
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 – SAND AND/OR 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 92% SPD, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C. TRENCH WIDTH – SHALL BE BELL O.D. X 1.5 + 12". MINIMUM TRENCH WIDTH SHALL EQUAL STRUCTURE WIDTH + 4 FT. THROUGHOUT THE HEIGHT OF THE STRUCTURE.

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, WITH A MAXIMUM P.I. OF 19 (AASHTO M145) COMPACTED TO 92% SPD, 8" LOOSE 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 TO 92% S.P.D. AS PER ASTM D4253 AND ASTM D–698, 8" LOOSE LIFTS, MECHANICALY COMPACTION.

C–3 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II WITH A MAXIMUM P.I. OF 19 (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% SPD, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

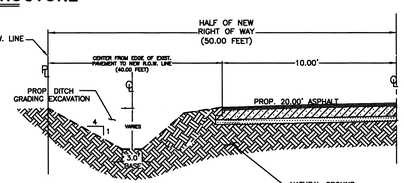
D FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE UNDER UNPAVED SECTIONS – SHALL BE CLASS I, II, III OR IV, COMPACTED TO 92% SPD (12" LOOSE LIFTS, MECHANICAL COMPACTION).

D–1 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREA, DRIVEWAYS, AND COUNTY ROAD – SHALL BE SOIL TYPE A1, A2, A3, WITH A MAXIMUM P.I. OF 19 (AASHTO M145) COMPACTED TO 92% SPD, 8" LOOSE 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 TO 92% S.P.D. AS PER ASTM D–4253 AND ASTM D4253 AND ASTM D698, 8" LOOSE LIFTS, MECHANICAL COMPATCION.

D–3 FINAL BACKFILL FOR STRUCTURES (INLETS, MANHOLES, ETC.) – STRUCTURES UNDER THE ROADWAY AND UP TO 5 FT BEYOND THE EDGE OF PAVEMENT/BACK OF CURB SHALL HAVE CLASS I OR CLASS II (ASTM D2321) OR SOIL TYPE A1, A2, OR A3 (AASHTO M145) WITH A MAXIMUM P.I. OF 19 BACKFILL MATERIAL. STRUCTURES BEYOND 5 FT FROM THE E.O.P./B.O.C. SHALL HAVE CLASS I, II, III OR IV (ASTM D2321) BACKFILL MATERIAL FOUNDATION PREPARATION (WELLPOINTS, MINIMUM 4" GRAVEL OR CEMENTS 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% S.P.D. (USE RELATIVE DENSITY TEST PER ASTM D4253 & ASTM D698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 8".

NOTES: 1. MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS,
2. FOR D–1 AND D–2 THE COMPACTION REQUIREMENT SHALL BE 95% S.P.D. WITHIN 12 IN. BELOW THE FLEXIBLE BASE
3. FOR PAVED SECTIONS THE ABOVE REQUIREMENTS SHALL APPLY WHEN ANY PART OF TRENCH WIDTH IS WITHIN 5 FT. FROM THE E.O.P./E.O.C.
4. THE ABOVE REQUIREMENTS SHALL APPLY TO UTILITY PIPELINES AND UTILITY STRUCTURES OF OTHER UTILITY ENTITIES.



RECONSTRUCTION OF ROAD SIDE DITCH
NOT TO SCALE

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

COUNTY COURT — 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. 3 OF 3 SHEETS	FILENAME : F:\DATA\SUBD\M.C.\SAN PABLO2\0-PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	10-14-2014	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: 11-22-2016

PROPOSED G. C. SUBDIVISION, PRECINCT No. 4.

ENGINEER: QUINTANILLA, HEADLEY & ASSOCIATES DEVELOPER: GILBERTO AND MARIA C. CANTU

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

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

LOCATION DESCRIPTION: NORTH ALBERTA ROAD, APPROXIMATELY ¼ MILE EAST OF RAUL LONGORIA ROAD [F.M. 1426])

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 9-27-2016 PROPERTY LIES WITHIN FLOOD ZONE: " B " AS PER FEMA.

DRAINAGE DESIGN: DRAINAGE WILL BE ACCOMPLISHED BY A RECONSTRUCTED ALBERTA ROAD ROAD SIDE DITCH.

ROAD R.O.W. DEDICATION: 20.00 FEET ONTO ALBERTA ROAD.

H.C.R.O.W. FINAL APPROVAL DATE: 10-28-2016 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: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: ISAAC MATA

WATER SERVICE PROVIDER: NAWSC LINE SIZE: 2" LOCATION: SOUTH SIDE OF ALBERTA ROAD.

H.C.O.E.C. FINAL APPROVAL DATE: 11-04-2016 : 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: $1,500.00 For:* ☒*OSSF(S)* ***1*** *(*LOT **2** HAS AN EXISTING OSSF).

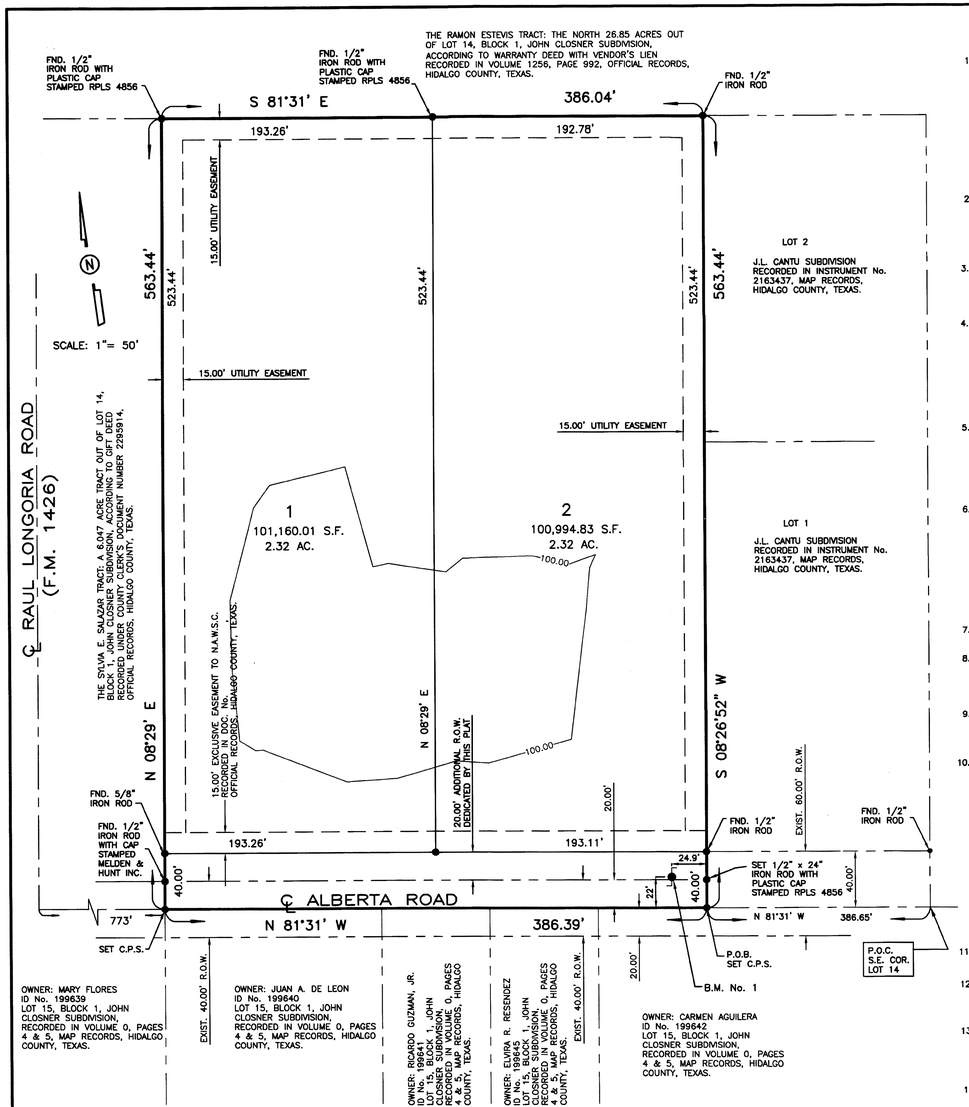
PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON:

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

*



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 MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES.

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE "B"
AREAS BETWEEN LIMITS OF THE 100–YEAR AND 500–YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100–YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
COMMUNITY–PANEL NUMBER 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982

A LETTER OF MAP REVISION BASED ON FILL (LOMR–F) HAS BEEN APPROVED BY FEMA ON JUNE 16, 2016
FEMA CASE NO. 16–06–2483A

2.– SETBACKS:
FRONT:.....40.00 FEET
REAR:.....15.00 FEET
SIDE:.....6.00 FEET OR EASEMENT, WHICHEVER IS GREATER

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

4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTER LINE 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: ELEV.=99.14 COTTON PICKER SPINDLE FOUND AT POWER POLE LOCATED 24.9 FEET WEST AND 22 FEET NORTH FROM SOUTHEAST CORNER OF PROPOSED SUBDIVISION NAVD 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 6,657.59 CUBIC –FEET 0.15 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.
BY REGRADING THE ROADSIDE DITCH ALONG FRONTAGE OF SUBDIVISION.
3,329 CUBIC FEET FOR LOT 1
3,329 CUBIC FEET FOR LOT 2

7.– LEGEND •– DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856 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: GILBERTO CANTU AND MARICRUZ CANTU , THE OWNER & SUBDIVIDER OF G.C. 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.– 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 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.

MINOR PLAT:

G.C. SUBDIVISION

A 5.00 ACRE TRACT OF LAND OUT OF THE WEST HALF OF THE EAST HALF OF THE SOUTH 20.00 ACRES OF LOT 14, BLOCK 1, JOHN CLOSNER SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 0, PAGES 4 & 5, MAP RECORDS, HIDALGO COUNTY, MAP RECORDS, TEXAS, ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1450552, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 5.00 ACRE TRACT OF LAND OUT OF THE WEST HALF OF THE EAST HALF OF THE SOUTH 20.00 ACRES OF LOT 14, BLOCK 1, JOHN CLOSNER SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 0, PAGES 4 AND 5, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1450552, 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 SOUTH LINE OF LOT 14 AND IN THE CENTERLINE OF ALBERTA ROAD FOR THE SOUTHWEST CORNER OF J.L. CANTU SUBDIVISION (RECORDED IN INSTRUMENT NUMBER 2163437, MAP RECORDS, HIDALGO COUNTY, TEXAS) FOR SOUTHEAST CORNER OF THIS TRACT, SAID POINT BEARS N 81°31' W, 386.65 FEET FROM THE SOUTHEAST CORNER OF LOT 14.

THENCE; N 81°31' W, ALONG THE SOUTH LINE OF LOT 14 AND THE CENTERLINE OF ALBERTA ROAD, A DISTANCE OF 386.39 FEET TO A COTTON PICKER SPINDLE SET FOR THE SOUTHEAST CORNER OF THE SYLVIA E. SALAZAR TRACT (A 6.047 ACRE TRACT OUT OF LOT 14, BLOCK 1, JOHN CLOSNER SUBDIVISION, ACCORDING TO GIFT DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2295914, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°29' E, ALONG THE EAST LINE OF THE SYLVIA E. SALAZAR TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED MELDEN & HUNT, INC. FOUND AT 20.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF ALBERTA ROAD, A TOTAL DISTANCE OF 563.44 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE SOUTH LINE OF THE RAMON ESTEVIS TRACT (THE NORTH 26.85 ACRES OF LOT 14, BLOCK 1, JOHN CLOSNER SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 1256, PAGE 992, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR THE NORTHEAST CORNER OF THE SYLVIA E. SALAZAR TRACT AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°31' E, ALONG THE SOUTH LINE OF THE RAMON ESTEVIS TRACT, A DISTANCE OF 386.04 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF THE J.L. CANTU SUBDIVISION AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°26'52" W, ALONG THE WEST LINE OF THE J.L. CANTU SUBDIVISION, PASSING A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 543.44 FEET FOR THE NORTH RIGHT OF WAY LINE OF ALBERTA ROAD, A TOTAL DISTANCE OF 563.44 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.00 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH SEMINOLE VALLEY SUBDIVISION, RECORDED IN VOLUME 31, PAGE 99, 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 19TH DAY OF APRIL 20 16.

REGISTERED PROFESSIONAL SURVEYOR
No. 4856 STATE OF TEXAS

STATE OF TEXAS
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 pipiene 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 relection 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 19th day of October 2016

GILBERTO CANTU
2721 E. ALBERTA DRIVE
EDINBURG, TEXAS 78542
10-18-16 DATE

MARICRUZ CANTU
2721 E. ALBERTA DRIVE
EDINBURG, TEXAS 78542
10-18-16 DATE

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

WE (I) GILBERTO CANTU AND MARICRUZ CANTU , AS OWNER(S) OF THE 5.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED G.C. 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.

GILBERTO CANTU
2721 E. ALBERTA DRIVE
EDINBURG, TEXAS 78542
10-18-16 DATE

MARICRUZ CANTU
2721 E. ALBERTA DRIVE
EDINBURG, TEXAS 78542
10-18-16 DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared GILBERTO CANTU AND MARICRUZ CANTU known

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, declared 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 19th day of October, 2016.

CLARISSA ANNETTE QUINTANILLA
Notary Public, State of Texas
My Commission Expires
November 04, 2017

CLARISSA ANNETTE 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 G.C. SUBDIVISION was reviewed and approved by the Hidalgo County Commissioners Court on _____.

Hidalgo County Judge — Date

ATTEST:
Hidalgo County Clerk — Date

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 G.C. 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 ____DAY OF _____, 20____.

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.

PRESIDENT — ATTEST: SECRETARY

HIDALGO COUNTY IRRIGATION DISTRICT SAN JUAN 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 FACILITIES HAVE BEEN CONSTRUCTED AT A TOTAL COST OF $ 2,290.00
LOT 2 IS SERVED BY AN EXISTING WATER METER.

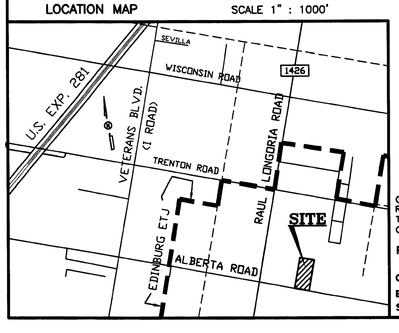
SEWAGE FACILITIES: INSTALLATION OF SEPTIC SYSTEMS ARE ESTIMATED TO COST $1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $1,500.00 FOR THE LOT 1. LOT 2 IS SERVED BY AN EXISTING OSSF. THE SUBDIVIDER WILL PAY A TOTAL OF $ 1,500.00 TO COVER THE COST OF INSTALLATION OF SEPTIC SYSTEMS.

DATED THIS THE 27TH DAY OF SEPTEMBER 2016

LICENSED PROFESSIONAL ENGINEER
No. 95534 STATE OF TEXAS

STATE OF TEXAS
ALFONSO QUINTANILLA
95534
LICENSED PROFESSIONAL ENGINEER

LOCATION MAP — SCALE 1" : 1000'



REVISION NOTES

No.	Sheet	REVISION	Date	Approved

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

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF G.C. SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 2016

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

COUNTY COURT 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

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

G.C. SUBDIVISION IS LOCATED IN MIDDLE HIDALGO COUNTY AT 773 FEET EAST 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), G.C. 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:

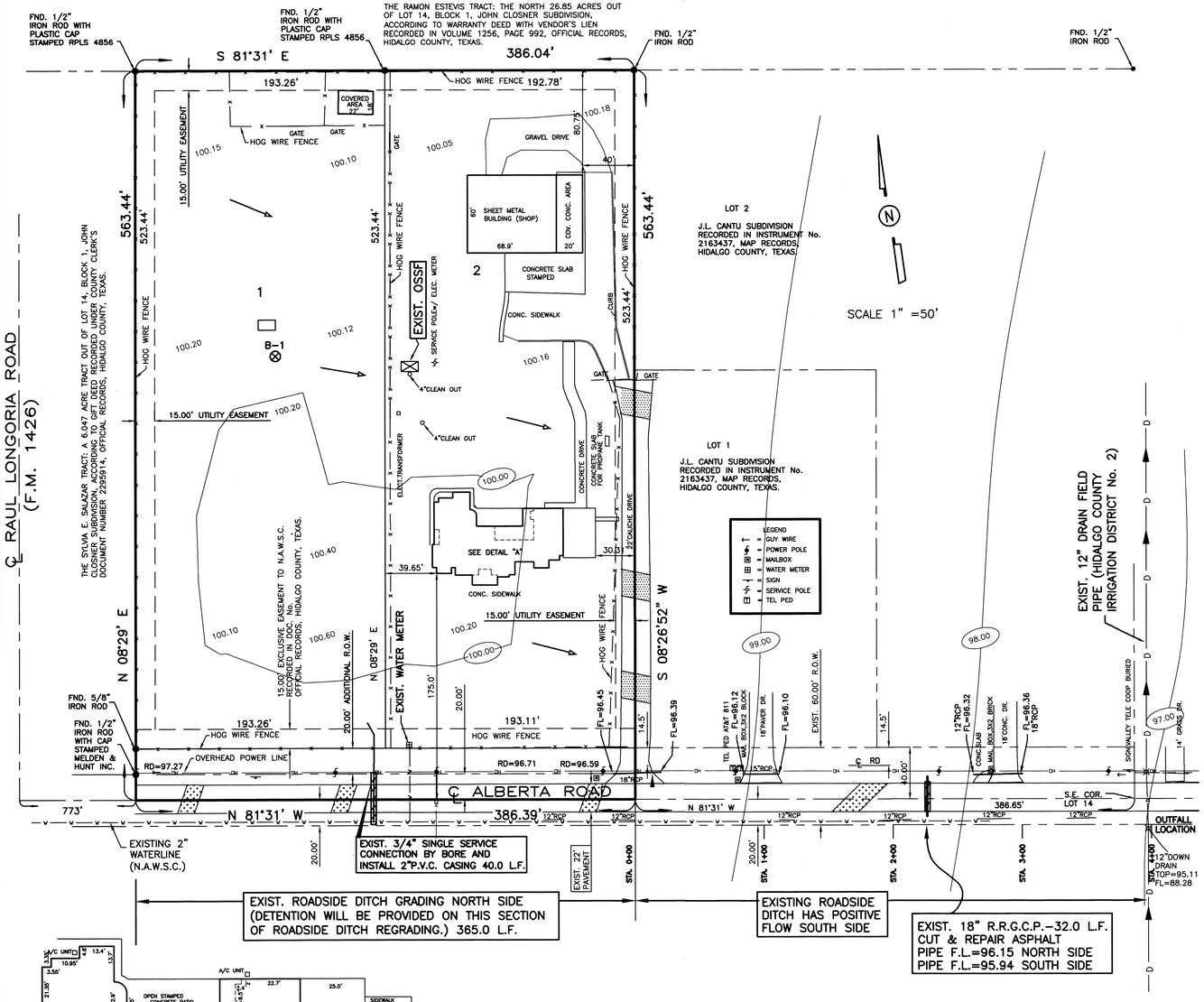
	Name	Address	City & Zip	Phone	Fax
OWNER:	GILBERTO CANTU AND MARICRUZ CANTU	2721 E. ALBERTA DR.	EDINBURG, TX 78542	(956)884–9768	
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527

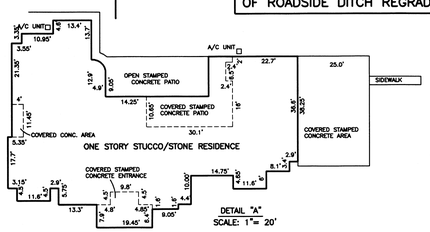
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956–381–6480
FAX 956–381–0527
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
OFFICE@QHAENGINEERING.COM

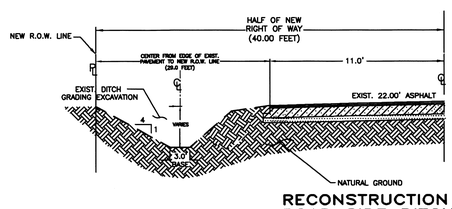
SHEET NO. 1 OF 2 SHEETS

FILENAME :P:\DATA\SUBD.\EDINBURG\G.C. SUBDIVISION\PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
4–15–2016	LG		
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







RECONSTRUCTION OF ROAD SIDE DITCH

NOT TO SCALE

B-1 ⊗ TEST BORINGS

☒ EXIST. SEPTIC TANK (OSSF)

☐ SEPTIC TANK (OSSF)

COST ESTIMATE

WATER DISTRIBUTION: $ 2,280.00
SEPTIC TANK (OSSF): $ 1,500.00
DRAINAGE: $ 1,150.00 (ROAD SIDE DITCH)

← FLOW DIRECTION OF WATER

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

SHEET NO. 2 OF 2 SHEETS	FILENAME : F:\DATA\SUBD\EDINBURG\G.C. SUBDIVISION\SPLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	4-15-2016	LG		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

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

G.C. SUBDIVISION

A 5.00 ACRE TRACT OF LAND OUT OF THE WEST HALF OF THE EAST HALF OF THE SOUTH 20.00 ACRES OF LOT 14, BLOCK 1, JOHN CLOSNER SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 0, PAGES 4 & 5, MAP RECORDS, HIDALGO COUNTY, MAP RECORDS, TEXAS, ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1450552, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DRAINAGE REPORT
FOR
G.C. SUBDIVISION

G.C. SUBDIVISION is a 5.00 acre tract out of the west half of the east half of the south 20.00 acres of Lot 14, Block 1, John Closner Subdivision, Hidalgo County, Texas, according to map or plat thereof recorded in volume 0, Pages 4 & 5, map records, Hidalgo County Map Records, Texas, according to General Warranty Deed Recorded under County Clerk's Document Number 1450552, official records, Hidalgo County, Texas. This subdivision is located on the north side of Alberta Road approximately 773.0 feet east of Raul Longoria Road (F.M. 1426). The proposed subdivision will consist of 2 residential lots.

The tract was originally in Flood 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. Flood Zone is now "B" as per Letter of Map Revision based on fill (LOMR-F) approved by Federal Emergency Management Agency (FEMA) on June 16, 2016. Case No. 16-06-2483A.

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= 2.06 cubic feet per second based on a 10–year storm.

After development the runoff will be Q= 5.96 cubic feet per second for an increase of Q= 3.90 cubic feet per second. Detention will be 6,657.50 cubic feet (0.15 acre feet). The proposed detention will be done by regrading of the roadside ditch along the frontage of the subdivision. The excavation done by the regrading will be 8,065.00 cubic feet (0.18 acre–feet). An 18" pipe culvert will be installed across Alberta Road 225.00 feet east of the west boundary line of this subdivision for runoff flow to the roadside ditch along the south side of Alberta Road where it continues to flow easterly 170.00 feet and an outfall into a Hidalgo County Irrigation District No.2 drain line.

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

ALFONSO QUINTANILLA P.E. 95534 — 10-31-16 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.

SUBDIMDER STATEMENT:

1.– I (WE), GILBERTO CANTU & MARICRUZ CANTU SUBDIVIDERS OF **G.C. 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.

10-31-16 DATE — GILBERTO CANTU, 2721 E. ALBERTA DRIVE, EDINBURG, TEXAS 78542

10-31-16 DATE — MARICRUZ CANTU, 2721 E. ALBERTA DRIVE, EDINBURG, TEXAS 78542

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared
GILBERTO CANTU & MARICRUZ 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 31ST day of October, 2016.

CLARISSA ANNETTE QUINTANILLA · Notary Public, State of Texas · My Commission Expires November 04, 2017

CLARISSA ANNETTE QUINTANILLA– NOTARY PUBLIC

FINAL ENGINEERING REPORT FOR G.C. SUBDIVISION:
BY ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description and Costs.

G.C. 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 BOX ES FOR LOT 1. THERE IS AN EXISTING WATER METER CURRENTLY SERVING FOR LOT 2.

THE 3/4" SINGLE SERVICES AND THE METER BOXES HAVE BEEN INSTALLED. AT A TOTAL COST OF $ 2,280.00 THE SUBDIVIDER HAS IN ADDITION PAID N.A.W.S.C. THE SUM OF $ 750.00 FOR LOT 1 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 G.C. 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 INDICATES 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 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 $ 1,500.00, 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. THERE IS AN EXISTING (OSSF) SEPTIC TANK ON LOT 2.

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 CONSTRUCTED WATER AND ON–SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES HAVE BEEN FULLY CONSTRUCTED, WITH INSTALLATION OF WATER METERS, AT A TOTAL COST OF $ 3,040.00 FOR LOT 1. THERE IS AN EXISTING WATER METER CURRENTLY SERVING FOR LOT 2.

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

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

ALFONSO QUINTANILLA P.E. 95534 — 10-31-16 DATE

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION G.C. SUBDIVISION:
POR ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion y Costos.

G.C. 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 1. LOTE 2 TIENE UN MEDIDOR DE AGUA EXISTENTE.

LA LINEA DE SERVICIO DE 3/4" DE DIAMETRO, Y LA CAJA DE LOS MEDIDOR DE AGUA ESTAN INSTALADAS A UN COSTO TOTAL DE US$ 2,280.00 POR LOTE 1. ADICIONALMENTE, EL DUEÑO DE LA SUBDIVISION PAGARA A N.A.W.S.C. LA CANTIDAD DE US$ 750.00 PARA LOTE 1 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 G.C. 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 ENSUCE 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 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$ 1,500.00, 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. LOTE 2 TIENE UNA (OSSF) FOSA SEPTICA EXISTENTE.

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 (TODO INCLUSO) ESTA CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL COSTO TOTAL ES DE US$ 3,040.00 POR LOTE 1. LOTE 2 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 (OSSF) FOSA SEPTICA EXISTENTE.

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

ALFONSO QUINTANILLA P.E. 95534 — 10-31-16 DATE

COUNTY COURT · 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

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

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

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, DIRECTOR OF PLANNING**

Date: **NOVEMBER 07, 2016**

Re: **FALCON'S NEST PH. 1 SUBDIVISION – PCT. 1**

ON NOVEMBER 14, 2006, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A LETTER OF CREDIT FOR THE ABOVE REFERENCED SUBDIVISION. ON FEBRUARY 27, 2012 THE DEVELOPER REPLACED THE ORIGINAL LETTER OF CREDIT WITH A CASH DEPOSIT IN THE AMOUNT OF NINE THOUSAND DOLLARS ($9,000.00) TO SECURE THE INSTALLATION OF THE REMAINING NINE (9) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A PARTIAL REIMBURSEMENT IN THE AMOUNT OF ONE THOUSAND DOLLARS ($1,000.00) FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF ONE (1) SEPTIC TANK SYSTEM. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT NINETEEN (19) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF ONE THOUSAND DOLLARS ($1,000.00) FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$ 9,000.00
1ST REIMBURSEMENT	$ 2,000.00
2ND REIMBURSEMENT	$ 1, 000.00

REQUEST FOR 3RD REIMBURSEMENT:
$ 1,000.00

BALANCE REMAINING $ 5,000.00

*** * * END OF MEMORANDUM * * ***

Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

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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 Septic Tank - 9 Other	9,000.00
TOTAL	9,000.00

Date Feb. 27 20 12

Received of: Garco, Ltd. $ 9,000.00

Nine thousand and 00/100 — *Dollars*

Subdivision: Falcon's Nest

Cash _____ Check # 001182 M.O. # _____

Received by: Flor L. Castillo

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 66039 - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER AND HAS MICRO PRINTING IN THE SIGNATURE LINE

GARCO, LTD.
3910 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539

Lone Star National Bank 88-1168/1149
We Make Banking Easy
1-800-580-0322 ext. 2444

001182

2/22/2012

PAY TO THE ORDER OF HIDALGO COUNTY $ **9,000.00

Nine Thousand and 00/100********** DOLLARS

HIDALGO COUNTY

MEMO FALCON'S NEST SEPTIC TANK ESCROW

⑈001182⑈ ⑆114911687⑆ 710 13539⑈

HEALTH DEPARTMENT
COUNTY OF HIDALGO

October 25, 2016

Hidalgo County Planning Department
Mr. T.J. Arredondo
1304 S. 25th St.
Edinburg, TX 78539

RE: FALCON'S NEST

Dear Mr. Arredondo:

According to our records 19 out of 24 septic tanks systems for Falcon's Nest located on Doolittle Rd. & 2812 in Edinburg Tx. have been installed. They have been inspected and can be expected to function satisfactory.

Sincerely,

Roberto Serna
Environmental Health
Executive Assistant
Hidalgo County
Health Department
Environmental Division

Hidalgo County
Planning
Department

T.J. Arredondo, CFM
Director of Planning

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MEMORANDUM

To: **JUDGE RAMON GARCIA**
COUNTY COMMISSIONER'S COURT

From: **T.J. ARREDONDO, DIRECTOR OF PLANNING**

Date: **NOVEMBER 07, 2016**

Re: **PALACE STATION PH. 2 SUBDIVISION – PCT. 4**

ON DECEMBER 19, 2006, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT IN THE AMOUNT OF THIRTY EIGHT THOUSAND DOLLARS ($38,000.00) WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF THIRTY EIGHT (38) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A PARTIAL REIMBURSEMENT IN THE AMOUNT OF TWO THOUSAND DOLLARS ($2,000.00) FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF TWO (2) SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT THIRTY THREE (33) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF TWO THOUSAND DOLLARS ($2,000.00) FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$38,000.00
1ST REIMBURSEMENT	$15,000.00
2ND REIMBURSEMENT	$ 5, 000.00
3RD REIMBURSEMENT	$ 4,000.00
4TH REIMBURSEMENT	$ 1,000.00
5TH REIMBURSEMENT	$ 5,000.00
6TH REIMBURSEMENT	$ 1,000.00

REQUEST FOR 7TH REIMBURSEMENT:
$ 2,000.00

BALANCE REMAINING $5,000.00

*** * * END OF MEMORANDUM * * ***

Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

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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

HIDALGO COUNTY PLANNING DEPARTMENT

Nº 056804

Official Receipt for Fees

Dec. 13, 2006

RECEIVED OF: Garco, Ltd. $38,000.00

Thirty eight thousand and 00/100 DOLLARS

SUBDIVISION: Palace Station 2 DEVELOPER

COST OF PAVING COST OF DRAINAGE PCT.

FLOODPLAIN ADM. 1100-341-30-210-002-0-000		
Other		
Total		

SUBDIVISION FEES 1100-341-30-210-001 0-000		
Filing/Review Fee		
2% Inspection Fee		
Maps		
Subd. Rules Book		
Other		
Total		

ESCROWS	
1/3 Paving	Acct#
Septic Tanks	01-1100-211-00-000-018-0-000
38 tanks	38,000.00
Other	
Total	38,000.00

M.O. ☐ ☐

CHECK ☒ 006251 CASH ☐

Ana D. Campos
PREPARED BY:

Auditor's Form – ECPD 0001: Rev. 6-04

ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER AND HAS MICRO PRINTING IN THE SIGNATURE LINE

GARCO, LTD.
3910 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539

First National Bank
Customer Service (956) 380-8530
P.O. Box 810 Edinburg, TX 78540-0810

80-2141
1149

006251

12/12/2006

PAY TO THE ORDER OF COUNTY OF HIDALGO $ **38,000.00

Thirty-Eight Thousand and 00/100********** DOLLARS

COUNTY OF HIDALGO

MEMO PALACE STATION

⑈006251⑈ ⑆114921415⑆ ⑈0140003924⑈

HEALTH DEPARTMENT
COUNTY OF HIDALGO

October 25, 2016

Hidalgo County Planning Department
Mr. T.J. Arredondo
1304 S. 25th St.
Edinburg, TX 78539

RE: PALACE STATION PH.2

Dear Mr. Arredondo:

According to our records 33 out of 38 septic tanks systems for Palace Station Ph. 2 located on Canton Rd. and Tower Rd. in Edinburg Tx. have been installed. They have been inspected and can be expected to function satisfactory.

Sincerely,

Roberto Serna
Environmental Health
Executive Assistant
Hidalgo County
Health Department
Environmental Division

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, DIRECTOR OF PLANNING

Date: NOVEMBER 07, 2016

Re: LITTLE PIECE OF TEXAS SUBDIVISION – PCT. 4

ON NOVEMBER 19, 2002, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT IN THE AMOUNT OF SIXTEEN THOUSAND ONE HUNDRED FIFTY DOLLARS ($16,150.00) WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF NINETEEN (19) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A FULL REIMBURSEMENT IN THE AMOUNT OF THIRTEEN THOUSAND SIX HUNDRED DOLLARS ($13,600.00) FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF SIXTEEN (16) SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT NINETEEN (19) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF THIRTEEN THOUSAND SIX HUNDRED DOLLARS ($13,600.00) FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$16,150.00
1ST REIMBURSEMENT	$ 1,700.00
2ND REIMBURSEMENT	$ 850.00

REQUEST FOR 3RD REIMBURSEMENT:
$ 13,600.00

BALANCE REMAINING $0

*** * * END OF MEMORANDUM * * ***

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
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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

OFFICIAL RECEIPT FOR FEES

HIDALGO COUNTY PLANNING DEPARTMENT
FLOOD CONTROL PROGRAM

RECEIPT № 054596

11-12 20 02

RECEIVED OF: Garco, Ltd. $ 16,150.00

Sixteen thousand one hundred fifty and 00/100 DOLLARS

FILE NO. ____ DEVELOPER: ____

SUBDIVISION: Little Price of Texas PCT. NO.: ____

FLOOD CONTROL FEES 010-365-000-00			SUBDIVISION FEES 010-341-400-00			ENGINEERING FEES PAYABLE 010-202-401-00		
BUILDING			FILING FEE			ENGINEERING FEES		
MECHANICAL-ELECTRICAL			INSPECTION FEE			DEFERRED REVENUE		
FOUNDATION						---229-----00		
OTHER			OTHER Septic Tanks	16,150	00	½ PAVING DEPOSIT		

TOTAL 16,150.00

M. O. ☐

CHECK ☑ # 001145 CASH ☐

PREPARED BY: M. Cavazos

AUDITOR'S FORM — ECPD 001: REV. 5-97

ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER AND HAS MICRO PRINTING IN THE SIGNATURE LINE

GARCO, LTD.
3910 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539

First National Bank 80-2141 / 1149

001145

11/12/2002

PAY TO THE ORDER OF COUNTY OF HIDALGO $ **16,150.00

Sixteen Thousand One Hundred Fifty and 00/100********** DOLLARS

COUNTY OF HIDALGO

MEMO Escow For 19 Lots septics Little Price of Texas

⑈001145⑈ ⑆114921415⑆ ⑈0140003924⑈

HEALTH DEPARTMENT
COUNTY OF HIDALGO

October 25, 2016

Hidalgo County Planning Department
Mr. T.J. Arredondo
1304 S. 25th St.
Edinburg, TX 78539

RE: LITTLE PIECE OF TEXAS

Dear Mr. Arredondo:

According to our records 19 out of 19 septic tanks systems for Little Piece of Texas located on 281 & 186 in Edinburg Tx. have been installed. They have been inspected and can be expected to function satisfactory.

Sincerely,

Roberto Serna
Environmental Health
Executive Assistant
Hidalgo County
Health Department
Environmental Division

AI-57449 **Precinct #1** **16. A.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted For: Julia Sullivan, PUBLIC AFFAIRS

Submitted By: Julia Sullivan, PUBLIC AFFAIRS

Department: PUBLIC AFFAIRS

Information

CAPTION

Resolution in Honor of Elder B. Barton who fought in the Battle of San Jacinto as a member of the Texian Army. A state historical marker was dedicated on July 9, 2016 at the Hidalgo Cemetery, where Mr. Barton is buried, in honor of Mr. Barton's role in the Texas Revolution.

BACKGROUND

Fiscal Impact

Attachments

Elder B. Barton Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/18/2016 01:33 PM
Final Approval	Monica Badillo	11/18/2016 05:28 PM
Form Started By: Julia Sullivan		Started On: 11/18/2016 12:14 PM
Final Approval Date: 11/18/2016		

RESOLUTION IN HONOR OF ELDER B. BARTON

WHEREAS, the Texian Army, also known as the Army of the People, was a military organization consisting of volunteer and regular soldiers who fought against the Mexican army during the Texas Revolution; and

WHEREAS, the Battle of San Jacinto on April 21, 1836 was the decisive battle of the Texas Revolution. Led by General Sam Houston, the Texian Army engaged and defeated General Antonio Lopez de Santa Anna's Mexican army in a fight that lasted just 18 minutes; and

WHEREAS, one of the brave soldiers in that battle was Elder B. Barton. Born in New York City, Barton joined the army on March 13, 1836 and fought under General Sam Houston during the famous battle that paved the way for the Republic of Texas to become an independent country; and

WHEREAS, Mr. Barton was honorably discharged from the army in October of 1836 and moved to Matamoros, Taumalipas where he met wife Santitos Balli. Together they moved to Brownsville, Texas to start their family. They had 16 children and 14 of them survived; and

WHEREAS, during his lifetime, the Bartons lived in several towns across the Rio Grande Valley including Santa Rosa, Los Indios, and finally Nueces County, where they settled down on 369 acres he received as compensation for having fought in army; and

WHEREAS, Mr. Barton was involved in several endeavors and careers, including serving as postmaster, working in the steamboat industry, and using his military experience to help secure the United States border up and down the Rio Grande; and

WHEREAS, Elder B. Barton passed away on August 4, 1884. One of his sons, Washington Barton, who served as a Hidalgo County Commissioner, decided to have his father buried at the Hidalgo County Courthouse Courtyard. After the courthouse burned down his remains were moved to the Hidalgo City Cemetery, where he lays today; and

WHEREAS, on July 9, 2016, the Texas Historical Commission dedicated a state historical marker to the Hidalgo City Cemetery in honor of Mr. Barton's role in the Texas Revolution.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby recognizes Elder B. Barton and expresses its deepest respect and gratitude for his bravery, devotion to duty, and the immeasurable sacrifice he made to the history of Texas and to the United States of America.

Approved this 22nd day of November 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-57419 **Budget and Management** **17. A.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted By: Sergio Cruz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Presentation of changes to United States Department of Labor Fair Labor Standards Act (FLSA) Regulations effective December 1, 2016.

BACKGROUND

Fiscal Impact

Attachments

rule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/17/2016 03:46 PM
Final Approval	Monica Badillo	11/18/2016 05:28 PM

Form Started By: Sergio Cruz Started On: 11/17/2016 03:00 PM

Final Approval Date: 11/18/2016

Bulletin

Department of Human Resources

2016

2818 S. Business Hwy 281 ▪ Edinburg, Texas ▪ Phone: (956) 318-2660 ▪ Fax: (956) 318-2669 ▪ co.hidalgo.tx.us

Elected Officials, Appointed Officials and Department Heads

Subject: **FLSA Final Rule – New Salary Basis Test**

Date Issued: **November 15, 2016**

Number: **2016-11-01**

The Fair Labor Standards Act (FLSA) of 1938 was enacted to prevent employers from taking advantage of employees. This federal law sets standards for minimum wage, overtime pay, equal pay, record keeping, and child labor.

FLSA requires that employees be paid at least one and one-half times their regular rate of pay for all hours worked over 40 hours in a work week, unless they are excluded or exempt from FLSA overtime provisions.

FLSA provides exemptions from overtime pay requirements for employees who meet criteria specified by the FLSA. The criteria permit exemption of executive, administrative, learned professional, creative professional, highly compensated worker, and computer professional. To qualify for an FLSA exemption, employees must meet certain tests regarding their job duties and their compensation. The "Salary Level Test" was set at $23,660 annually in 2004.

Effective December 01, 2016, the "Salary Level Test" has been changed (set) to $47,476 annually. This means that Hidalgo County employees who make less than $47,476 on an annual basis can no longer be exempt from FLSA even if they meet the duties test. FLSA exempt or non-exempt status is determined on the basis of whether the employee's salary and duties meet certain criteria, and is not based on classes of work or job titles.

It should be noted that just because the employee meets the exemption criteria is not a reason to exempt the employee. If the Department Head/Elected Official needs the employee to be FLSA exempt, the employee must meet both the salary and the duties tests for the appropriate exempt category.

Attached, please find the following:

1. Copy (partial) of the Department of Labor fact sheet related to the Final Rule.

2. Copies of the "Exemption Test" forms for Executive Employee, Administrative Employee, Learned Professional Employee, and Computer Professional Employee. (These forms can be found on the County's Website under Policies and Forms in the Employees Only Section)

3. A listing of currently FLSA exempt employees for your department.

Please complete a new Exemption Test form for each employee in your department that you have determined needs to be exempt because of a justified business necessity and who meets the exemption criteria (including the new "Salary Test"), and submit the form as an attachment to a new Change of Status Form.

The Change of Status Form and the Exemption Test Form must be submitted to the Department of Human Resources not later than 12/01/2016

AI-57216 **Budget and Management** **17. B.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Texas VINE Grant:
Approval to submit the FY 2017 Texas VINE Grant reimbursement maintenance invoice in the amount of $6,928.83 (1st Qtr.) and the Texas Statewide Automated Victim Notification Service (SAVNS) County Verification of Continuing Production Record with the authority for County Judge to sign the required documents.

BACKGROUND

Texas VINE Annual Maintenance Grant Contract for FY2017 was approved August 30, 2016 (AI#55929). OAG Contract No.1770981

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 6-1283-415-00-200-005-7-336

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

BUDGETARY IMPACT:

No budgetary impact. Revenue acct# 6-1283-334-10-200-005-7-000 Texas Vine Program Revenue FY17

Attachments

Production Record
Invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/17/2016 03:45 PM
Final Approval	Monica Badillo	11/18/2016 05:28 PM
Form Started By: Rolando Garcia		Started On: 11/04/2016 10:50 AM
Final Approval Date: 11/18/2016		

KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Texas Statewide Automated Victim Notification Service (SAVNS) FY 2017 Quarterly Verification of Continuing Production Record

The purpose of this record is to establish a regular schedule for the Grantee to provide an update regarding the Texas SAVNS Program. The intent is to ensure that the Grantee is aware of the ongoing status of its Texas SAVNS Program functionality and continuing production. The OAG will crosscheck Grantee verifications with those of the Certified Vendor.

Grantee:	Hidalgo County	Contract Number:	1770981

Yes	No	N/A	Grantee Responsibility
X			As of the date below, SAVNS Jail Records are on production and available.
X			As of the date below, SAVNS Court Records are on production and available.
X			County SAVNS Problem Log notes all problems and resolutions.
	X		Program Coordinator/Grant Contact keeps a SAVNS grant file.

Check 'Yes' or 'No' for each box.
the SAVNS file is kept at Auditors Office

The primary responsibility for signing this verification is the Designated Authorized Official. Unchecked or checked 'No' boxes require an explanation in the Explanation/Comments Box.

County Verification:

Signature

Ramon Garcia
Printed Name

County Judge
Title

Date

Explanation/Comments:

*** This completed and signed document must be submitted as an attachment to the quarterly invoice in order for payment to be made on your County's behalf, for costs associated with Annual Maintenance. Please keep a copy in your grant file.

Office of the Attorney General
Statewide Automated Victim Notification Services (SAVNS)
Fiscal Year 2017 Invoice

	Quarter		
Place an "X" to the right of the applicable quarter(s)	**1st Quarter**	November 30, 2016	**X**
	2nd Quarter	February 28, 2017	
	3rd Quarter	May 31, 2017	
	4th Quarter	August 31, 2017	

Mail To: **Office of the Attorney General** **Contract & Asset Management Division - MC005** **P.O. Box 12548** **Austin, TX 78711-2548**	**Date of Appriss Invoice:**	
	Appriss Invoice #:	
	Texas TIN:	
	County/Agency Name:	**Hidalgo County**
	Mailing Address:	2808 S. Business Hwy. 281
	City:	Edinburg
	State:	TX
Contracts and Asset Management Division Contac **Attn: Grants & Contracts Section** **Title: Program Specialist** **Email: chris.gersbach@oag.texas.gov** **Telephone: (512) 936-1653**	**Zip Code:**	78539
	Contact Person:	Ray Eufracio, CPA
	Title:	County Auditor
	Email Address:	ray.eufracio@auditor.co.hidalgo.tx.us
	Telephone:	956-318-2511 x4604

Service Quarter End	**OAG Grant # 1770981**	**Amount of Claim**
Nov-16	**PCA 10352**	**$6,928.83**
Note - 1: Invoice must be received for the prior quarter by the 5th of the next month following the end of each quarter.	**Description of Services: Note 2:** Reimbursement for services rendered on a contract basis under the Statewide Automated Victim Notification Service (SAVNS) Grant to the Office of the Attorney General (Term: September 1, 2016 to August 31, 2017). **Note - 3: None of the costs billed under this invoice have been charged to any other state or federal grant, contract, or any other funding source. I certify that the expenses being requested for reimbursement are correct and unpaid.**	**Note - 4:** The amount of claim must not exceed the amount stated in "Quarterly Amount" line on the Certified Vendor Invoice.
Authorized Official or Designee Signature **Note - 5:** Must be signed by the Authorized Official, Financial or Alternate Designee		
	Signature of Authorized Official or Alternate Designee	**Date**
	Type/Print Authorized Official Name or Alternate Designee and Title	

For OAG Use Only

Date Received by Contracts and Asset Management Division of the OAG:	CAMD Fiscal Approval / Date	Date Received by OAG Accounting:

AI-57303 **Budget and Management** **17. C. 1.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted For: Nick Perez, COMM. PCT. #4

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: COMM. PCT. #4

Information

CAPTION

Pct 4 Rd. Maint (1200):
A. Approval of certification of revenues as certified by the County Auditor for revenues received from the City of McAllen for the road improvements to Mile 5 Road(Taylor-Ware) and FM1925.
B. Approval of 2016 appropriation of funds into Pct 4 Rd. Maint in the amount of $44,822.80.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1200-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

Funds available pending certification of revenues from the Auditor's Office.

Monies for the ICA for Mile 5 (Taylor-Ware) receipted under Acct#6-1200-223-00-124-087-0-000 (Receipt#195627)
Monies for the ICA for FM1925 are currently under Acct#6-1200-223-00-124-089-0-000 (Receipt#195730)

Attachments

Appropriation
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/09/2016 03:02 PM
Budget & Management	Veronica Ortiz	11/09/2016 03:02 PM
Final Approval	Rolando Garcia	11/10/2016 09:56 AM
Form Started By: Merlen P. Munoz		Started On: 11/09/2016 02:52 PM
Final Approval Date: 11/10/2016		

DATE: November 9, 2016

2016
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Pct 4 Rd Maint**

ACCOUNT NUMBER: 6-1200-431-00-124-007-0-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
6-1200-431-00-124-007-0- 890	PCT4 RD MAINT	OTHER	44,822.80
6-1200-337-00-124-008-0-000	*R&B Pct 4 ICA McAllen FM1925 (Ware-10th) Revenues*		*24,710.00*
6-1200-337-00-124-009-0-000	*R&B Pct 4 ICA McAllen M5(Taylor-Ware) Revenues*		*20,112.80*
		TOTAL BUDGET INCREASE (DECREASE)	**44,822.80**

REASON: To appropriate funding for revenues for various ICA with City of Mcallen for the M5(Taylor-Ware) and FM1925. Monies currently under an unearned revenue account until posted by the Auditor's Office.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

November 22, 2016

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

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

> The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue from intergovernmental contracts for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from the intergovernmental contract between Hidalgo County and the City of McAllen, Texas for the road improvement project to FM1925 (1,500 ft. west of FM2220 to 10th Street) in the amount of $24,710.00 and for road improvement project Mile 5 (Taylor Road to Ware Rd) in the amount of $20,112.80. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

11/16/16
Date

HIDALGO COUNTY DISTRICT JUDGES

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

HIDALGO COUNTY
texas

DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7034
www.co.hidalgo.tx.us/budget

Memorandum

To: Ray Eufracio, CPA, County Auditor

From: Sergio Cruz, Budget Officer SC

Date: Wednesday, November 09, 2016

Subject: Certification of Revenues Pct 4 Revenue

Cc: Linda Fong, 1st Assistant County Auditor
Dina Trevino, Assistant Budget Officer
Becky Luna, Director of Accounting
Nereyda Gonzalez, Financial Accounting Supervisor

Please let this memo serve as a request for Certification of Revenue in reference to the the ICA with City of McAllen for revenue earned by Pct 4 for the road improvement to FM1925 in the amount of $24,710.00 as well as Mile 5(Taylor-Ware) in the amount of $20,112.80.

The following unearned revenue accounts are currently active for the projects:

- 6-1200-223-00-124-089-0-000 (R&B PCT4-UNEARNED REV-ICA MCALLEN-FM1925) (Receipt#195730)
- 6-1200-223-00-124-087-0-000 (R&B PCT4-UNEARNED REV-M5 RD(TAYLOR-WARE) (Receipt#195627)

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 292-7025 ext. 5424.

AI-57303 **Budget and Management** **40. B. 0.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted For: Nick Perez, COMM. PCT. #4

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: COMM. PCT. #4

Information

CAPTION

Pct 4 Rd. Maint (1200):
1. Approval of certification of revenues as certified by the County Auditor for revenues received from the City of McAllen for the road improvements to Mile 5 Road(Taylor-Ware) and FM1925.
2. Approval of 2016 appropriation of funds into Pct 4 Rd. Maint in the amount of $44,822.80.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1200-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

Funds available pending certification of revenues from the Auditor's Office.

Monies for the ICA for Mile 5 (Taylor-Ware) receipted under Acct#6-1200-223-00-124-087-0-000 (Receipt#195627)
Monies for the ICA for FM1925 are currently under Acct#6-1200-223-00-124-089-0-000 (Receipt#195730)

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/09/2016 03:02 PM
Budget & Management	Veronica Ortiz	11/09/2016 03:02 PM
Final Approval		
Form Started By: Merlen P. Munoz		Started On: 11/09/2016 02:52 PM

DATE: November 9, 2016

2016
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Pct 4 Rd Maint**

ACCOUNT NUMBER: 6-1200-431-00-124-007-0-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
6-1200-431-00-124-007-0- 890	PCT4 RD MAINT	OTHER	44,822.80
6-1200-337-00-124-008-0-000	*R&B Pct 4 ICA McAllen FM1925 (Ware-10th) Revenues*		*24,710.00*
6-1200-337-00-124-009-0-000	*R&B Pct 4 ICA McAllen M5(Taylor-Ware) Revenues*		*20,112.80*
		TOTAL BUDGET INCREASE (DECREASE)	**44,822.80**

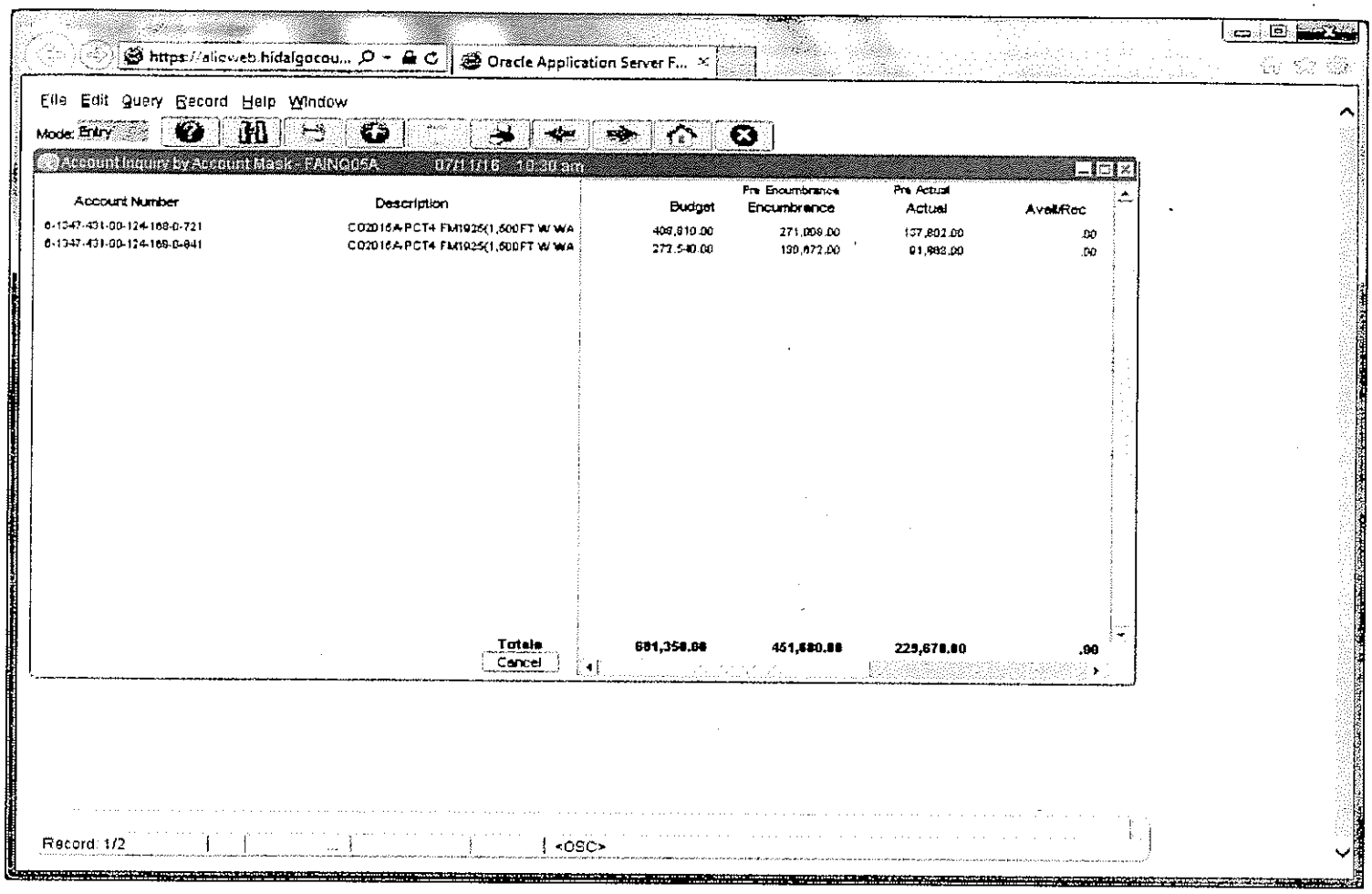
REASON: To appropriate funding for revenues for various ICA with City of Mcallen for the M5(Taylor-Ware) and FM1925. Monies currently under an unearned revenue account until posted by the Auditor's Office.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK



$ 229,670.00	FM1925 expenditures as of 11/16/16
50%	percentage of expenditures to determine certified revenue
114,835.00	Revenues to certified
(2,100.00)	Revenues certified on 9/27/2016 approved by Commissioners Court (AI-56570)
(16,555.00)	Revenues certified on 8/30/2016 approved by Commissioners Court (AI-56046)
(71,470.00)	Revenues certified on 7/26/2016 approved by Commissioners Court (AI-55537)
(90,125.00)	subtotal revenues certified
24,710.00	Requested certification of revenues Commissioners Court 11/22/2016 (AI-57303)

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 195730

Received From: CITY OF MCALLEN PCT. 4 Date 03/02/16

1	0000478234	INTERLOCAL AGRMT FM1925 WIDEN	6-1200-126-30-124-006-0-000	340,675.00

Total: 340,675.00

Check Total	340,675.00
Cash Total	.00
Credit Total	.00
Other Total	.00

HIDALGO COUNTY texas

JOSEPH PALACIOS
1051 N. Doolittle Rd.
Edinburg, Texas 78542
Office: (956) 383-3112
Fax: (956) 381-5905

COUNTY COMMISSIONER, PCT. NO. 4

Memorandum

To: **Norma Garcia, County Treasurer**

From: **Hidalgo County Pct. # 4**

Date: **Monday, February 29, 2016**

Subject: **Pct. 4 Receipt- City of McAllen**

Please let this memo serve as a request for a receipt from your office in relation to the City of McAllen check # 478234 for the amount of $340,675.00 for Improvements to FM1925 from 1,500 Ft. West of FM 2220 (Ware Road) to 10th Street.
Please deposit the check into the following account:
6-1200-126-30-124-006-0-000

Thank you for your prompt attention to this matter. If you have any questions, feel free to contact me at anytime (956) 383-3112 ext. 4019.

ITY OF McALLEN
o: HIDALGO COUNTY 101248

Check Number: 0000478234
Date: 02/17/2016

Invoice Number	Date	Description	Amount	Paid Amount
DRAFT 1 & FINAL	02/17/2016	INTERLOCAL AGRMT FM1925 WIDEN	$340,675.00	$340,675.00

RECEIVED

FEB 24 2016

COUNTY JUDGE

TOTALS: $340,675.00 $340,675.00

THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND AN ARTIFICIAL WATERMARK.

CITY OF McALLEN
AND/OR McALLEN PUBLIC UTILITY
Disbursement Fund
P.O. Box 220 McALLEN, TEXAS 78505-0220

PlainsCapital Bank
Edinburg, Texas

DATE	CHECK NUMBER
Feb 17, 2016	0000478234

AMOUNT
$340,675.00

VOID AFTER 90 DAYS

Pay Three Hundred Forty Thousand Six Hundred Seventy Five Dollars And 00 Cents

to the Order of:

HIDALGO COUNTY
ATTN: HON RAMON GARCIA
302 W UNIVERSITY DR
EDINBURG, TX 78539

⑈0000478234⑈ ⑆111322994⑆ ⑈0140012303⑈

2:30 P

JAN 12 2016

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND CITY OF MCALLEN, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO FM 1925 FROM 1,500 FT. WEST OF FM 2220 (WARE ROAD) TO 10TH STREET

THIS agreement is made on this the 9th day of December, 2015 by and between the City of McAllen, Texas, hereinafter referred to as the "City" and the County of Hidalgo, Texas hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the City is a home rule municipality located in Hidalgo County, Texas;

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

WHEREAS, the City and County desire to cooperate in making needed road improvements to FM 1925 from 1,500 ft. west of FM 2220 (Ware Road) to 10th Street as described in Exhibit A (the "Project"); and

WHEREAS, the City and County agree it is essential to develop this very important corridor, which is in much need of improvements, specifically in need of added capacity for increased safety; and

WHEREAS, the County will be the fiduciary agent for this Project and will act as project development lead;

WHEREAS, the City and County desire to proceed and complete the Preliminary Engineering, Environmental, Public Involvement and Schematic Design, of the Road (the "Phase I");

WHEREAS, the City and County will cooperatively seek to fund the construction and ROW costs of this Project through the Hidalgo County Metropolitan Planning Organization (HCMPO) and TxDOT;

WHEREAS, the total Phase I project development cost is estimated to be $681,350.00 of which the County will contribute an estimated amount of $340,675.00;

WHEREAS, the City desires to cooperate by contributing a total sum not to exceed the amount of $340,675.00 to the County toward the project development activities; and

WHEREAS, the County and City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et. Seq.

which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City agrees the County is the project sponsor to develop the Phase I of the project development, which includes the Preliminary Engineering, Environmental, Public Involvement and Schematic Design services of the Road within the City limits.

NOW, THEREFORE, County and City, in consideration of the mutual covenants expressed hereinafter, agree to enter into this agreement as follows:

1. The County agrees to complete Phase I of the project development, which includes the Preliminary Engineering, Environmental Assessment, Public Involvement & Schematic services more particularly described in that portion of Exhibit B attached hereto and made a part hereof for all purposes that relates to said Phase I.

2. The road at various points passes through the jurisdiction of City and County and forms a connecting link or integral part of the County road system.

3. The total Phase I project development cost is estimated to be $681,350.00 of which the County will contribute an estimated amount of $340,675.00.

4. The City shall pay County as its contribution for Phase I of the Project the sum of $340,675.00 at time of execution of this Agreement.

5. City, pursuant to Tex. Trans. Code 251.012, authorizes County to perform the work and services described herein within its corporate city limits.

6. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

7. Conflict of Applicable Law: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

8. No Waiver: No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding of succeeding breach of the same or any other provision hereof.

9. Entire Agreement: This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either

directly or through any agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the CITY and County, and not otherwise.

10. TEXAS LAW TO APPLY: THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

11. Notice: Except as maybe otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City of McAllen
Attention: Hon. Jim Darling
1300 Houston Avenue
McAllen, Texas 78501

With copy to: City of McAllen
Attention: Kevin D. Pagan, City Attorney
1300 Houston Avenue
McAllen, Texas 78501

If to County: Hidalgo County, Texas
Attention: Hon. Ramon Garcia, County Judge
302 W. University Drive
Edinburg, Texas 78539

With copy to: Hon. Joseph Palacios, Commissioner Pct. #4
1051 N. Doolittle Road
Edinburg, Texas 78539

11. Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee, or, if mailed, at such time as it is deposited in the United States mail.

12. Additional Documents: The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this agreement.

13. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

14. Assignment: This Agreement shall not be assignable.

15. Headings. The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

16. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.

17. Authority to Execute. The execution and performance of this Agreement by the City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the City and County in accordance with its terms.

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

19. Commitment or Current Revenues Only. In the event that during any term hereof; the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903

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

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 12/8/15

CITY OF MCALLEN

By: _____
Hon. Jim Darling, Mayor

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP.

By: _____
Stephen L. Crain

FILED
AT 2:50 O'CLOCK P M

JAN 12 2016

COUNTY CLERK, HIDALGO COUNTY, TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project regarding certain road improvements to FM 1925 from 1,500 ft. west of FM 2220 (Ware Road) to 10th Street, a section which is in part within the city limits of McAllen and in part within County jurisdiction through an Interlocal Cooperation Agreement to be entered into with the City of McAllen, Texas, and Hidalgo County.

By vote on Dec. 8, 2015, the Hidalgo County Commissioners Court has approved the Project identified above.

Ramon Garcia
By: Ramon Garcia, County Judge

ATTEST:

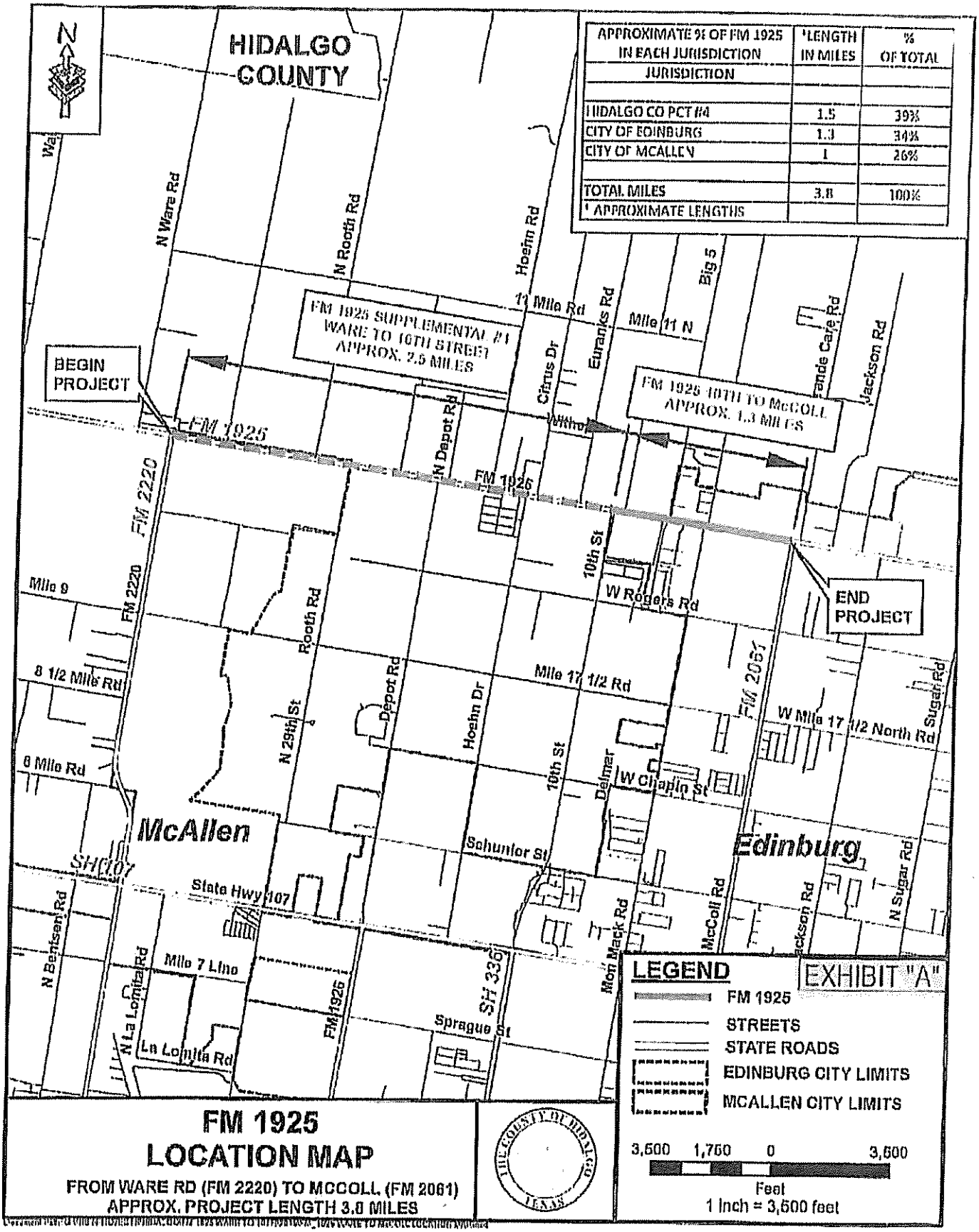
Arturo Guajardo, Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 12/8/15

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain



APPROXIMATE % OF FM 1925 IN EACH JURISDICTION	LENGTH IN MILES	% OF TOTAL
JURISDICTION		
HIDALGO CO PCT #4	1.5	39%
CITY OF EDINBURG	1.3	34%
CITY OF MCALLEN	1	26%
TOTAL MILES	3.8	100%
APPROXIMATE LENGTHS		

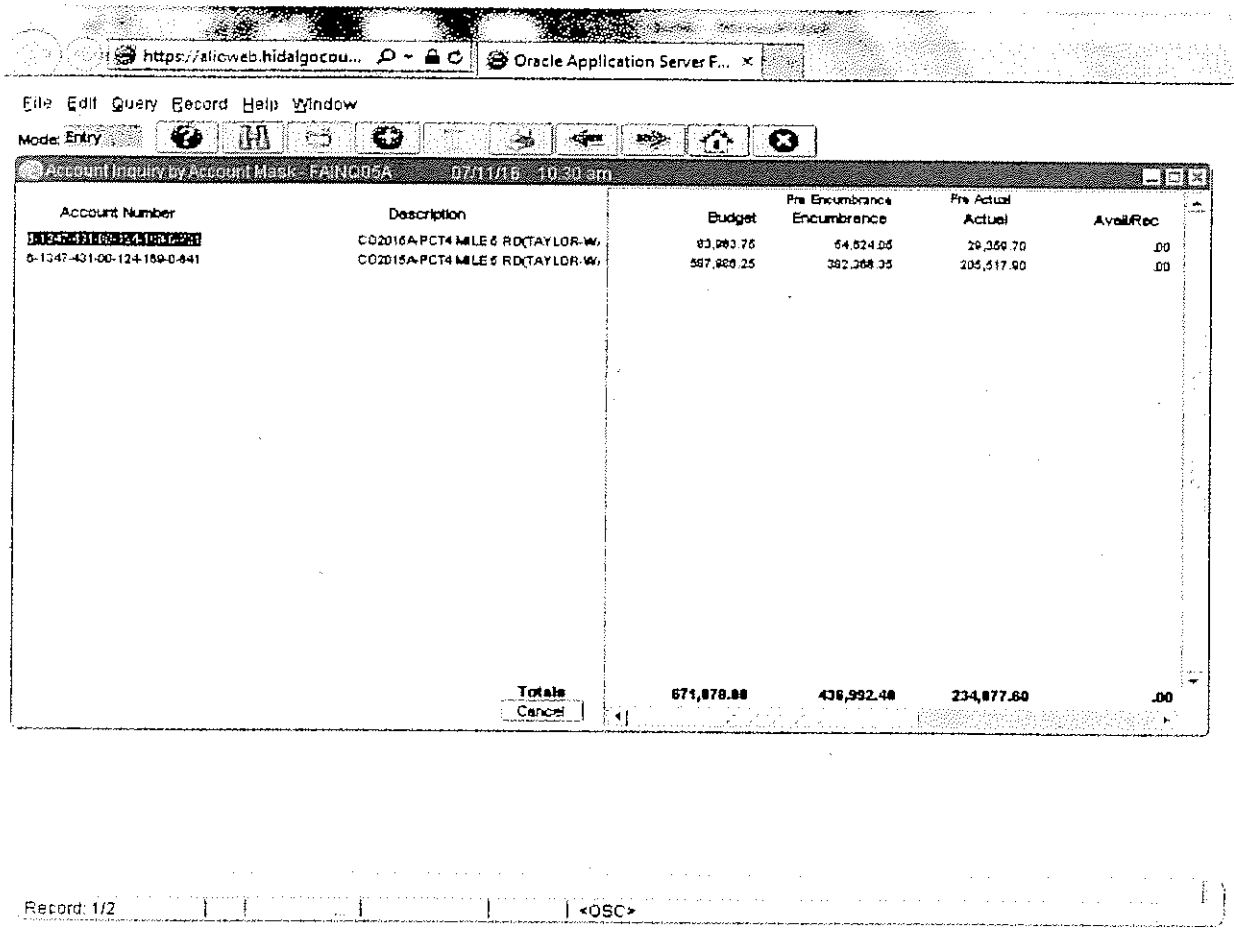
FM 1925
LOCATION MAP

FROM WARE RD (FM 2220) TO MCCOLL (FM 2061)
APPROX. PROJECT LENGTH 3.8 MILES

EXHIBIT "B"
ESTIMATED PROJECT FEE SCHEDULE
FM 1925 PROJECT
Limits: from 1,500 west of FM 2220 (Ware Road) to 10th St.

ROADWAY PROJECT:	FM 1926
LIMITS:	1,500 ft. west of FM 2220 (Ware Road) to 10th Street
EXISTING ROADWAY SECTION:	40-ft Rural
EXISTING ROW WIDTH:	60' to 100' Varies
PROPOSED ROADWAY SECTION:	5-lane urban
PROPOSED ROW WIDTH:	120FT
ESTIMATED CONSTR. COST	$13,150,000.00
LENGTH FOR 4-LANE ROADWAY	2.70 Miles

ESTIMATED PROJECT COSTS	*ESTIMATED % LOCAL COST*	*ESTIMATED PROJECT COST*	*ESTIMATED LOCAL COST*
WORK AUTHORIZATION NO. 1 - PRELIMINARY ENGINEERING			
PHASE I - EA, PUBLIC INVOLVEMENT, SCHEMATIC, HYDROLOGIC DESIGN			
Environmental Assessment with TxDOT	100%	$ 163,000.00	$ 163,000.00
Public Involvement for the project with stakeholders and 1 Public Meeting	100%	$ 36,000.00	$ 36,000.00
Archeological and Historical Research	100%	$ 60,000.00	$ 60,000.00
Engineering Technical Support at Public Mtgs with Layouts etc	100%	$ 11,250.00	$ 11,250.00
Schematic (Roadway & Outfall)	100%	$ 184,100.00	$ 184,100.00
Hydrological Map	100%	$ 42,000.00	$ 42,000.00
Office Surveys for Schematic (Preliminary Ownership Identification and Property Rights)	100%	$ 42,000.00	$ 42,000.00
Preliminary Compensable Utilities Identification on Schematic for Approval by TxDOT/FHWA	100%	$ 42,000.00	$ 42,000.00
Update Schematic based on FIELD SURVEYS and ROW Maps as provided by City of McAllen and comments as provide by TxDOT/County for schematic and EA update w/ FHWA	100%	$ 39,000.00	$ 39,000.00
Engineering Technical Support to address Public Hearing	100%	$ 36,000.00	$ 36,000.00
Public Involvement to address Public Hearing	100%	$ 36,000.00	$ 36,000.00
SUB-TOTAL		$ 681,350.00	$ 681,350.00
PHASE II & III FOR INFORMATION PURPOSES ONLY			



$ 234,877.60	MILE 5(Taylor-Ware) expenditures as of 11/16/16
50%	percentage of expenditures to determine certified revenue
117,438.80	Revenues to certified
(10,650.00)	Revenues certified on 9/27/2016 approved by Commissioners Court (AI-56570)
(86,676.00)	Revenues certified on 8/30/2016 approved by Commissioners Court (AI-56046)
-	
(97,326.00)	subtotal revenues certified
20,112.80	Requested certification of revenues Commissioners Court 11/22/2016 (AI-57303)

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 195627

Received From: CITY OF MCALLEN PCT. 4 Date 02/29/16

1	0000477621	IMPRVMTS MILE 5 FROM TAYLOR RD TO FM2220 6-1200-223-00-124-087-0-000	335,935.00

Total: 335,935.00

Check Total	335,935.00
Cash Total	.00
Credit Total	.00
Other Total	.00

HIDALGO COUNTY
texas

JOSEPH PALACIOS
1051 N. Doolittle Rd.
Edinburg, Texas 78542
Office: (956) 383-3112
Fax: (956) 381-5905

COUNTY COMMISSIONER, PCT. NO. 4

Memorandum

To: Norma Garcia, County Treasurer

From: Hidalgo County Pct. # 4

Date: Friday, February 12, 2016

Subject: Pct. 4 Receipt- City of McAllen

Please let this memo serve as a request for a receipt from your office in relation to the City of McAllen check # 477621 for the amount of $335,935.00 for Improvements to Mile 5 from Taylor Road to FM 2220 (Ware Road).
Please deposit the check into the following account:
6-1200-223-00-124-087-0-000

Thank you for your prompt attention to this matter. If you have any questions, feel free to contact me at anytime (956) 383-3112 ext. 4019.

CITY OF McALLEN

To: COUNTY OF HIDALGO 107097

Check Number: 0000477621

Date: 02/03/2016

Invoice Number	Date	Description	Amount	Paid Amount
11/17/15	02/02/2016	INTERLOCAL TAYLOR RD TO WARE	$335,935.00	$335,935.00

TOTALS: $335,935.00 $335,935.00

THIS DOCUMENT HAS A VOID PANTOGRAPH. MICROPRINTING AND AN ARTIFICIAL WATERMARK.

CITY OF McALLEN
AND/OR McALLEN PUBLIC UTILITY
Disbursement Fund
P.O. Box 220 McALLEN, TEXAS 78505-0220

PlainsCapital Bank
Edinburg, Texas

DATE	CHECK NUMBER
Feb 3, 2016	0000477621

AMOUNT
$335,935.00

VOID AFTER 90 DAYS

Pay Three Hundred Thirty Five Thousand Nine Hundred Thirty Five Dollars And 00 Cents

to the Order of:

COUNTY OF HIDALGO
300 W HALL ACRES SUITE G
ATTN: EDUARDO 'EDDIE' CANTU
COUNTY COMMISSIONER

⑈0000477621⑈ ⑆113229941⑆ ⑈0140012303⑈

FILED
AT 2:30 O'CLOCK P M

JAN 12 2016

COUNTY CLERK, HIDALGO COUNTY, TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND CITY OF MCALLEN, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO MILE 5 FROM TAYLOR ROAD TO FM 2220 (WARE ROAD)

THIS agreement is made on this the 8th day of December, 2015 by and between the City of McAllen, Texas hereinafter referred to as the "City" and the County of Hidalgo, Texas hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the City is a home rule municipality located in Hidalgo County, Texas;

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

WHEREAS, the City and County desire to cooperate in making needed road improvements to Mile 5 from Taylor Road to FM 2220 (Ware Road) as outlined in Exhibit A (the "Project"); and

WHEREAS, the City and County agree it is essential to develop this very important corridor, which is in much need of improvements, specifically in need of added capacity for increased safety; and

WHEREAS, the County will be the fiduciary agent for this Project and will act as project development lead;

WHEREAS, the City and County desire to proceed and complete the Preliminary Engineering, Environmental, Public Involvement and Schematic Design, of the Road (the "Phase I");

WHEREAS, the City and County will cooperatively seek to fund the construction and ROW costs of this Project through the Hidalgo County Metropolitan Planning Organization (HCMPO) and TxDOT;

WHEREAS, the total Phase I project development cost is estimated to be $681,870.00 of which the County will contribute an estimated amount of $335,935.00;

WHEREAS, the City desires to cooperate by contributing a total sum not to exceed the amount of $335,935.00 to the County toward the project development activities; and

WHEREAS, the County and City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et. Seq.

which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City agrees County will act as project sponsor to develop the Phase I of the project development, which includes the Preliminary Engineering, Environmental, Public Involvement and Schematic Design services of the Road within the City limits.

NOW, THEREFORE, County and City, in consideration of the mutual covenants expressed hereinafter, agree to enter into this agreement as follows:

1. The County agrees to complete Phase I of the project development, which includes the Preliminary Engineering, Environmental Assessment, Public Involvement & Schematic services more particularly described in that portion of Exhibit B attached hereto and made a part hereof for all purposes that relates to said Phase I.

2. The road at various points passes through the jurisdiction of City and County and forms a connecting link or integral part of the County road system.

3. The City shall pay County as its contribution for Phase I of the Project the sum of $335,935.00 at time of execution of this Agreement.

4. City, pursuant to Tex. Trans. Code 251.012, authorizes County to perform the work and services described herein within its corporate city limits.

5. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

6. Conflict of Applicable Law: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

7. No Waiver: No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding of succeeding breach of the same or any other provision hereof.

8. Entire Agreement: This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein.

This Agreement may be modified or amended only by agreement in writing executed by the CITY and County, and not otherwise.

9. TEXAS LAW TO APPLY: THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

10. Notice: Except as maybe otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City of McAllen
Attention: Hon. Jim Darling
1300 Houston Avenue
McAllen, Texas 78501

With copy to: City of McAllen
Attention: Kevin D. Pagan, City Attorney
1300 Houston Avenue
McAllen, Texas 78501

If to County: Hidalgo County, Texas
Attention: Hon. Ramon Garcia, County Judge
302 W. University Drive
Edinburg, Texas 78539

With copy to: Hon. Joseph Palacios, Commissioner Pct. #4
1051 N. Doolittle Road
Edinburg, Texas 78539

11. Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee, or, if mailed, at such time as it is deposited in the United States mail.

12. Additional Documents: The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this agreement.

13. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

14. Assignment: This Agreement shall not be assignable.

15. Headings. The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

16. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.

17. Authority to Execute. The execution and performance of this Agreement by the City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the City and County in accordance with its terms.

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

19. Commitment or Current Revenues Only. In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903

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

COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 12/8/15

CITY OF MCALLEN

By: _____
Hon. Jim Darling, Mayor

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

ATLAS, HALL, & RODRIGUEZ, LLP.

By: _____
Stephen L. Crain

FILED
at 2:30 o'clock P M

JAN 12 2016

ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project regarding certain road improvements to Mile 5 from Taylor Road to FM 2220 (Ware Road), a section which is in part within the city limits of McAllen and in part within County jurisdiction through an Interlocal Cooperation Agreement to be entered into with the City of McAllen, Texas, and Hidalgo County.

By vote on Dec. 8, 2015, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 12/8/15

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP,

By: _____
Stephen L. Orain

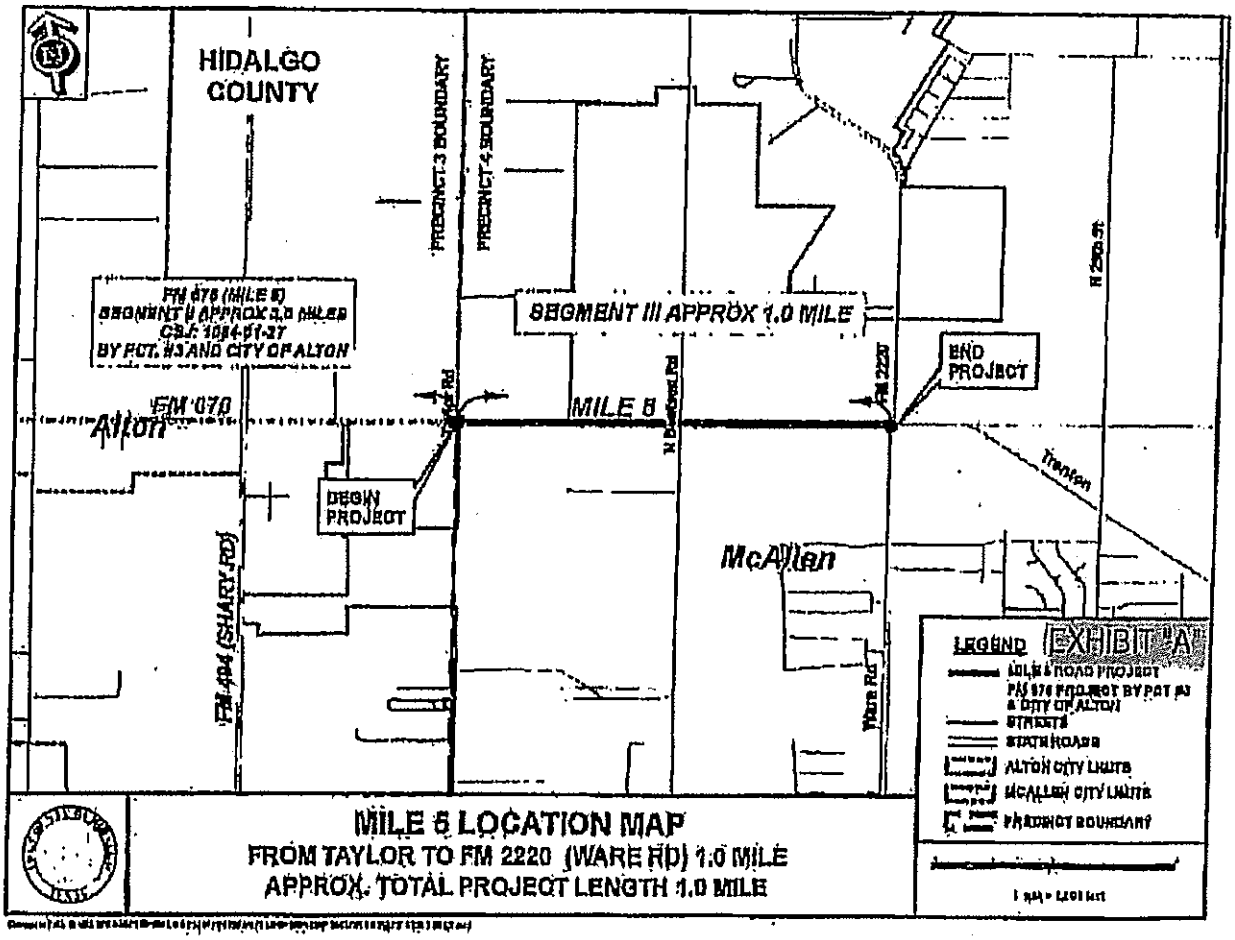

HIDALGO COUNTY
PRECINCT 3 BOUNDARY
PRECINCT 4 BOUNDARY
FM 676 (MILE 5)
SEGMENT II APPROX 3.0 MILES
CSJ: 1084-01-27
BY PCT. #3 AND CITY OF ALTON
SEGMENT III APPROX 1.0 MILE
END PROJECT
FM 2220
FM 676
Alton
MILE 5
Taylor Rd
N Bentsen Rd
Trenton
DEGIN PROJECT
McAllen
FM 494 (SHARY RD)
Ware Rd
LEGEND
EXHIBIT "A"
MILE 5 ROAD PROJECT
FM 676 PROJECT BY PCT #3 & CITY OF ALTON
STREETS
STATE ROADS
ALTON CITY LIMITS
MCALLEN CITY LIMITS
PRECINCT BOUNDARY
MILE 5 LOCATION MAP
FROM TAYLOR TO FM 2220 (WARE RD) 1.0 MILE
APPROX. TOTAL PROJECT LENGTH 1.0 MILE

EXHIBIT "B"
MILE 5 PROJECT
from Taylor Road to Ware Road (FM 2220)
ESTIMATED PRELIMINARY PROJECT FACT SHEET COSTS

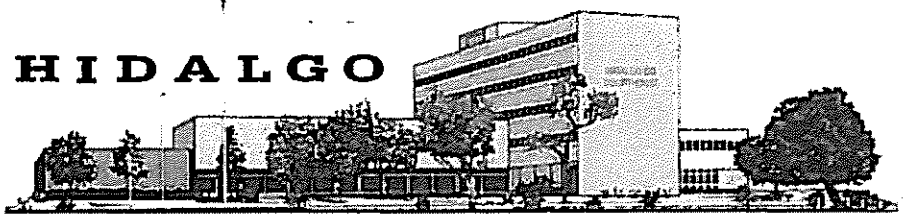
ROADWAY PROJECT	MILE 5
LIMITS: [SEGMENT 3]	from Taylor Road to Ware Road (FM 2220) - SEGMENT 3
EXISTING ROADWAY SECTION	2-lane rural roadway
EXISTING ROW WIDTH	varies 64' to 80' feet
PROPOSED ROADWAY SECTION	4-lane divided tollway
PROPOSED ROW WIDTH: SEGMENT 3	120-FT
ESTIMATED CONSTRUCTION COST - (SEGMENT 3 ROADWAY ONLY)	$ 15,581,940.00
ESTIMATED CONSTRUCTION COST FOR ENVIRONMENTAL MITIGATION, BYPASS CHANNEL AND UNDERPASS	$ 838,060.00
LENGTH FOR 4-LANE ROADWAY - SEGMENT 3	1.0 Mile

ESTIMATED PROJECT COSTS	ESTIMATED % LOCAL COST	ESTIMATED PROJECT COST	ESTIMATED LOCAL COST
WORK AUTHORIZATION NO. 1 for SEGMENT 3 - PRELIMINARY ESTIMATE			
PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC DESIGN			
Environmental Document with TxDOT	100%	$ 97,920.00	$ 97,920.00
Public involvement for the project (with stakeholders and 1 Public Meeting	100%	$ 57,000.00	$ 57,000.00
Archeological and Historical Research	100%	$ 26,000.00	$ 26,000.00
Engineering Technical Support at Public Meeting with Exhibits	100%	$ 33,750.00	$ 33,750.00
Schematic for Roadway	100%	$ 85,000.00	$ 85,000.00
Hydrological Map for Ditch & Irrigation Structure	100%	$ 84,000.00	$ 84,000.00
Schematic Design for 8 RCB Sections with 48" Steel Pipe Bypass for Unit No. 41	100%	$ 80,000.00	$ 80,000.00
Office Survey for Schematic (Incl. Ownership Identification and Property Rights)	100%	$ 12,000.00	$ 12,000.00
Tabulation/ Comparative Utilities Identification on Schematic	100%	$ 61,000.00	$ 61,000.00
Update Schematic based on comments as provide by TxDOT/FHWA for schematic and EA update w/ FONSI	100%	$ 30,000.00	$ 30,000.00
Engineering Technical Support to address Public Hearing	100%	$ 36,000.00	$ 36,000.00
Public Involvement to Address Public Hearing	100%	$ 31,000.00	$ 30,000.00
SUB-TOTAL		$ 671,670.00	$ 671,670.00
PHASE II & III FOR INFORMATION PURPOSES ONLY			
[illegible]			
SUB TOTAL:		$ [illegible]	$ [illegible]
[illegible]			
SUB TOTAL		$ [illegible]	$ [illegible]
ESTIMATED TOTAL		$ 8,434,670.00	$ 2,641,955.00

TOTAL ESTIMATED PROJECT COST : $ 9,434,670.00

7/27/2016

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

September 26, 2016

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

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

> The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue from intergovernmental contracts for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from the intergovernmental contracts between Hidalgo County and the City of McAllen, Texas for the road improvement project to FM1925 (1,500 ft. west of FM2220 to 10th Street) in the amount of $2,100.00 and for the road improvement project to Mile 5 (Taylor Road to FM220) in the amount of $10,650.00. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/26/16
Date

SCANNED
SEP 26 2016
INITIALS:

HIDALGO COUNTY DISTRICT JUDGES

LUPE M. SINGLETERRY, JUDGE, 92nd D.C. | ROGELIO DELGADO, JUDGE, 93rd D.C. | J. M. "BOBBY" FLORES, JUDGE, 139th D.C. | ROSE GUERRA REYNA, JUDGE, 275th D.C. | JUAN R. PARTIDA, JUDGE, 370th D.C. | MARIO E. RAMIREZ, JR., JUDGE, 332nd D.C. | NOE GONZALEZ, JUDGE, 376th D.C. OVERSEER | LETICIA LOPEZ, JUDGE, 389th D.C. | AIDA SALINAS FLORES, JUDGE, 398th D.C. | ISRAEL RAMON, JR., JUDGE, 430th D.C. | JESSE CONTRERAS, JUDGE, 444th D.C.

HIDALGO COUNTY
texas

DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7034
www.co.hidalgo.tx.us/budget

Memorandum

To: Ray Eufracio, CPA, County Auditor

From: Sergio Cruz, Budget Officer SC

Date: Friday, September 23, 2016

Subject: Certification of Revenues Pct 4 Revenue

Cc: Linda Fong, 1st Assistant County Auditor
Dina Trevino, Assistant Budget Officer
Becky Luna, Director of Accounting
Nereyda Gonzalez, Financial Accounting Supervisor

Please let this memo serve as a request for Certification of Revenue in reference to the the ICA with City of McAllen for revenue earned by Pct 4 for the road improvement to FM1925 in the amount of $2,100.00 as well as Mile 5(Taylor-Ware) in the amount of $10,650.00.

The following unearned revenue accounts are currently active for the projects:

- 6-1200-223-00-124-089-0-000 (R&B PCT4-UNEARNED REV-ICA MCALLEN-FM1925) in the amount of $269,205.00 (Receipt#195730)
- 6-1200-223-00-124-087-0-000 (R&B PCT4-UNEARNED REV-M5 RD(TAYLOR-WARE) in the amount of 335,935 (Receipt#195627)

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 292-7025 ext. 5424.

AI-56570 **Budget and Management 10. F. 1.**

CC - REGULAR

Meeting Date: 09/27/2016

Submitted For: Lulu Lucio, COMM. PCT. #4

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: COMM. PCT. #4

Information

CAPTION

Pct 4 Rd. Maint (1200):
a. Approval of certification of revenues as certified by the County Auditor for revenues received from the City of McAllen for the road improvements to Mile 5 Road(Taylor-Ware) and FM1925.
b. Approval of 2016 appropriation of funds into Pct 4 Rd Maint in the amount of $12,750.00.

BACKGROUND

ICA for both projects approved 12/8/15 AI-52537

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1200-431-00-124-007-0-890

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

BUDGETARY IMPACT:

Funds available pending certification of revenues from the Auditor's Office.

Monies for the ICA for Mile 5 (Taylor-Ware) receipted under
Acct#6-1200-223-00-124-087-0-000 (Receipt#195627)
Monies for ICA for FM1925 are currently under Acct#6-1200-223-00-124-089-0-000 (receipt#195730)

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/23/2016 11:10 AM
Final Approval	Monica Badillo	09/23/2016 06:07 PM

Form Started By: Merlen P. Munoz Started On: 09/23/2016 10:45 AM

Final Approval Date: 09/23/2016

DATE: August 25, 2016

2016
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Pct 4 Rd Maint

ACCOUNT NUMBER: 6-1200-431-00-124-007-0-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext 5403

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

Honorable Commissioners' Court of Hidalgo County

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
6-1200-431-00-124-007-0- 890	PCT4 RD MAINT	OTHER	12,750.00
6-1200-337-00-124-008-0-000	*R&B Pct 4 ICA McAllen FM1925 (Ware-10th) Revenues*		*2,100.00*
6-1200-337-00-124-009-0-000	*R&B Pct 4 ICA McAllen M5(Taylor-Ware) Revenues*		*10,650.00*
		TOTAL BUDGET INCREASE (DECREASE)	**12,750.00**

REASON: To appropriate funding for revenues for various ICA with City of Mcallen for the M5(Taylor-Ware) and FM1925 Monies currently under an unearned revenue account until posted by the Auditor's Office

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO

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

EDINBURG, TEXAS 78539

August 26, 2016

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

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

> The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue from intergovernmental contracts for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from the intergovernmental contracts between Hidalgo County and the City of McAllen, Texas for the road improvement project to FM1925 (1,500 ft. west of FM2220 to 10th Street) in the amount of $16,555.00 and for the road improvement project to Mile 5 (Taylor Road to FM220) in the amount of $86,676.00. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/29/16
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 97th D.C. | RODOLFO DELGADO JUDGE, 93rd D.C. | J. R. "BOBBY" FLORES JUDGE, 139th D.C. | ROSE GUERRA REYNA JUDGE, 206th D.C. | JUAN R. PARTIDA JUDGE, 275th D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332nd D.C. | NOE GONZALEZ JUDGE, 370th D.C. OVERSEER | LETICIA LOPEZ JUDGE, 398th D.C. | AIDA SALINAS FLORES JUDGE, 398th D.C. | ISRAEL RAMON, JR. JUDGE, 430th D.C. | JESUS CONTRERAS JUDGE, 449th D.C.

HIDALGO COUNTY texas

DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7034
www.co.hidalgo.tx.us/budget

Memorandum

To: Ray Eufracio, CPA, County Auditor

From: Sergio Cruz, Budget Officer SC

Date: Thursday, August 25, 2016

Subject: Certification of Revenues Pct 4 Revenue

Cc: Linda Fong, 1st Assistant County Auditor
Dina Trevino, Assistant Budget Officer
Becky Luna, Director of Accounting
Nereyda Gonzalez, Financial Accounting Supervisor

Please let this memo serve as a request for Certification of Revenue in reference to the the ICA with City of McAllen for revenue earned by Pct 4 for the road improvement to FM1925 in the amount of $16,555.00 as well as Mile 5(Taylor-Ware) in the amount of $86,676.00.

The following unearned revenue accounts are currently active for the projects:

- 6-1200-223-00-124-089-0-000 (R&B PCT4-UNEARNED REV-ICA MCALLEN-FM1925) in the amount of $269,205.00 (Receipt#195730)
- 6-1200-223-00-124-087-0-000 (R&B PCT4-UNEARNED REV-M5 RD(TAYLOR-WARE) in the amount of 335,935 (Receipt#195627)

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 292-7025 ext. 5424.

AI-56046 **Budget and Management 39. C. 2.**

CC - REGULAR

Meeting Date: 08/30/2016

Submitted For: Lulu Lucio, COMM. PCT. #4

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: COMM. PCT. #4

Information

CAPTION

Pct 4 Rd. Maint. (1200):
1. Approval of certification of revenues as certified by the County Auditor for revenues received from the City of McAllen for the road improvements to Mile 5 Road(Taylor-Ware) and FM1925.
2. Approval of 2016 appropriation of funds into Pct 4 Rd. Maint. in the amount of $103,231.00.

BACKGROUND

ICA for both projects approved 12/8/15 AI-52537

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1200-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

Funds available pending certification of revenues from the Auditor's Office.

Monies for the ICA for Mile 5 (Taylor-Ware) receipted under Acct#6-1200-223-00-124-087-0-000 (Receipt#195627)
Monies for the ICA for FM1925 are currently under Acct#6-1200-223-00-124-089-0-000 (Receipt#195730)

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	08/25/2016 01:39 PM
Budget & Management	Veronica Ortiz	08/25/2016 02:58 PM
Final Approval		
Form Started By: Merlen P. Munoz		Started On: 08/25/2016 01:04 PM

DATE: August 25, 2016

2016
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Pct 4 Rd Maint

ACCOUNT NUMBER: 6-1200-431-00-124-007-0-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
6-1200-431-00-124-007-0- 890	PCT4 RD MAINT	OTHER	103,231.00
6-1200-337-00-124-008-0-000	*R&B Pct 4 ICA McAllen FM1925 Revenues*		*16,555.00*
6-1200-337-00-124-XXX-0-000	*R&B Pct 4 ICA McAllen M5(Taylor-Ware) Revenues*		*86,676.00*
		TOTAL BUDGET INCREASE (DECREASE)	**103,231.00**

REASON: To appropriate funding for revenues for various ICA with City of Mcallen for the M5(Taylor-Ware) and FM1925. Monies currently under an unearned revenue account until posted by the Auditor's Office.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY
texas

DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7034
www.co.hidalgo.tx.us/budget

Memorandum

To: Ray Eufracio, CPA, County Auditor

From: Sergio Cruz, Budget Officer SC

Date: Thursday, July 21, 2016

Subject: Certification of Revenues Pct 4 Revenue

Cc: Linda Fong, 1st Assistant County Auditor
Dina Trevino, Assistant Budget Officer
Becky Luna, Director of Accounting
Nereyda Gonzalez, Financial Accounting Supervisor

Please let this memo serve as a request for Certification of Revenue in reference to the the ICA with City of McAllen for revenue earned by Pct 4 for the road improvement to FM1925 in the amount of $71,470.00.

The funds were recently receipted into account 6-1200-126-30-124-006-0-000 and there is an unearned revenue set up for this project, 6-1200-223-00-124-089-0-000 (R&B PCT4-UNEARNED REV-ICA MCALLEN-FM1925) in the amount of $340,675.00.

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 292-7025 ext. 5424.

AI-55537 **Budget and Management 17. B. 1.**

CC - REGULAR

Meeting Date: 07/26/2016

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct 4 - Rd. Maint (1200):
A. Approval of certification of revenues as certified by the County Auditor for revenues received from the City of McAllen for the FM1925 project.
B. Approval of 2016 appropriation of funds into Pct 4 Rd Maint in the amount of $71,470.00.

BACKGROUND

ICA approved on 12/8/15

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1200-431-00-124-007-0-890

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

BUDGETARY IMPACT:

-Funds available pending certification of revenues from the Auditor's Office that was sent on 07/21/2016.
-Monies receipted under Acct#6-1200-126-30-124-006-0-000(refer to receipt #195730)

Attachments

DBM Request Letter for Cert. of Rev.

Pct. 4 Rd. Maint Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/22/2016 08:10 AM
Final Approval	Monica Badillo	07/22/2016 05:07 PM

Form Started By: Merlen P. Munoz Started On: 07/21/2016 04:34 PM

Final Approval Date: 07/22/2016

DATE: July 26, 2016

2016
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Pct 4 Rd Maint**

ACCOUNT NUMBER: 6-1200-431-00-124-007-0-890

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
6-1200-431-00-124-007-0- 890	PCT4 RD MAINT	OTHER	71,470.00
6-1200-337-00-124-008-0-000	*R&B Pct 4 ICA McAllen FM1925 Revenues*		*71,470.00*
		TOTAL BUDGET INCREASE (DECREASE)	**71,470.00**

REASON: To appropriate funding for revenues for the ICA with City of Mcallen for FM1925.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-57453 **Purchasing Department** **18. A. 1.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted For: Rocio Villarreal, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Submission/receipt of scoring sheets by HCCC members [i.e. "Committee"] for the purpose of tabulation and ranking of the nominated firms HDR AND HOK [which made presentations with Q&A at CC meeting of 03-31-16] so as to proceed with the next phase of the process;

Firm Avg. Score: Rank

1. HDR _____ _____

2. HOK _____ _____

B. Authority for the Purchasing Dept. [along with any other designated parties by CC] to commence the negotiation process to finalize an Architectural Services contract with the number one ranked firms of _____ for the design and construction of a New Hidalgo County Courthouse.

BACKGROUND

A. Receipt of Score Sheets from HCCC members [i.e. "Committee"] for the purpose of tabulation and ranking of the nominated firms of HDR and HOK [which made presentations with Q&A at CC meeting of 03-13-16

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Fiscal impact will need to be addressed when final architectural services contract is presented for acceptance and approval by HCCC.

Attachments

Evaluation/Scoring Form

ARCHITECTS POOL

AGENDA ITEM-PRESENTATION OF ARCHITECTS

backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/18/2016 02:39 PM
Budget & Management	Veronica Ortiz	11/18/2016 02:47 PM
Final Approval	Monica Badillo	11/18/2016 05:28 PM
Form Started By: Marty Salazar		Started On: 11/18/2016 01:45 PM
Final Approval Date: 11/18/2016		

EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ARCHITECTURAL SERVICES POOL
RFQ No. 2015-005-02-04-YSS

Selection Criteria	Points	Score
1. Firm's Qualifications (25 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	
➢ Provide information on proposed professional Firm experience	5	
➢ One (1) certified A.I.A. Architect with educational background or strong experience in, but not limited to General Building Design & Construction; structural planning and design; needs assessment; interior design etc.	3	
➢ One (1) certified A.I.A Architect with educational background and strong experience in, but not limited to General Building Design & Construction; structural planning and design; needs assessment; interior design etc. who has designed and constructed at least two (2) projects in the area.	7	
Comments/Rationale For Points:		TOTAL _____
2. Firm's Experience of Project (25 pts maximum)		
➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ One (1) technical staff member with five (5) years experience	3	
➢ One (1) technical staff member with ten (10) years experience	7	
Comments/Rationale For Points:		TOTAL _____
3. Availability & Experience of Project Manager (20 pts maximum)		
➢ The Project Manager must be a certified A.I.A. with adequate experience in similar nature and scope	5	
➢ Must be a Professional Architect registered in the State of Texas and must be included in Appendix	5	
➢ Project Manager with two (2) types of projects plus be 50 % involvement with technical development of project	3	
➢ Project Manager with five (5) types of projects plus be 85-100 % involvement with technical development of project	7	
Comments/Rationale For Points:		TOTAL _____
4. Understanding of Project (20 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	
Comments/Rationale For Points:		TOTAL _____
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		TOTAL _____
Total Score		

Project Name:_____ Department:_____

Firm/Participant Name:_____

Evaluator's Signature/Name:_____ Date: _____

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ ACCEPTANCE DATE: FEBRUARY 04, 2015 | **RFQ ACCEPTANCE TIME:** 9:30 A.M.

DESCRIPTION OF RFQ: "PROFESSIONAL ARCHITECTURAL SERVICES POOL-HIDALGO COUNTY"

RFQ NO: 2015-005-02-04-YSS

RFQ	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT
1	ROFA Architects Inc. McAllen, TX	√
2	Negrete & Kolar Architects, LLP Austin/Edinburg, TX	√
3	HOK, LLP Dallas, TX	√
4	PBK Architects Inc. McAllen, TX	√
5	Milnet Architectural Services McAllen, TX	√
6	Mata & Garcia Architects, LLP McAllen, TX	√
7	Gignac & Associates LLP McAllen, TX	√
8	Sam Garcia Architect, LLC McAllen, TX	√
9	The Warren Group Architects Inc McAllen, TX	√
10	Gomez Mendez Saenz Inc. Brownsville, TX	√
11	HDR Architecture, Inc. Dallas, TX	√
12	ERO Architects McAllen, TX	√
13	Alcocer, Garcia, & Associates Inc. Hidalgo, TX	√
14	Fulcrum Consulting Services Harlingen, TX	√

AI-53912 **Purchasing Department** **6. A.**

CC REGULAR- 9:30 A.M.

Meeting Date: 03/31/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration and action on the following:

Hidalgo County Commissioners Court to hear [through presentations with Q&A] from nominated Architects, Geo-technical & Construction Materials Testing Engineering Firms in connection with the design & construction of a New Hidalgo County Courthouse for the purpose of grading/evaluating and finalizing scoring sheets with each professional firm limited to a maximum of 10 minutes for their presentations to identify either specific courthouse or other significant projects with emphasis on the composition of project team identifying firm's personnel and local participation:

1. Architect Firms:
A. HDR, Architecture, Inc.
B. HOK - Hellmutt, Obata, Kassabaum, L.P.

2. Geo-technical and Construction Materials Testing Firms:
A. Terracon Consultants, Inc.
B. Professional Service Industries, Inc.
C. Millennium Engineers Group, Inc.
D. L & G Consulting Engineers, Inc.
E. Raba Kistner, Inc.

BACKGROUND

Fiscal Impact

Attachments

backup

Form Review

Form Started By: Monica Badillo Started On: 03/28/2016 09:21 AM

Final Approval Date: 03/28/2016

Vote: 5 - 0 - Unanimously

Judge Ramon Garcia is to be the main point of contact between Martha Salazar.

C. Nomination of at least 3 firms from HC current approved "pools" of professional services providers:
1. County's obligation for professional services under construction project:
a. Geo Technical;
b. Materials Testing;
c. Surveyors;
d. Civil Engineer;

Ms. Salazar mentioned that the civil engineer could be based on some limited scope or they are going to need that definition.

Commissioner Cantu suggested to first select civil and then as they hire an architect they can help them determine when they are going to need geo technical and others. The commissioner also proposed joining together civil and the surveyors.

Ms. Salazar mentioned that the first 3 are prior to construction, however 3 is the minimum they can always nominate more than that.

Nominations for Geotechnical and Materials Testing per precincts:

Judge Garcia: Terracon Sonsultants, Inc., Reba Kistner and PSI.

Commissioner A.C. Cuellar Pct.1: Terracon Sonsultants, Inc. , Reba Kistner and PSI.

Commissioner Eduardo "Eddie" Cantu Pct. 2: L & G, MEG Engineers and Terrecon Consulting & Eng.

Commissioner Joe M. Flores Pct. 3: L & G, MEG Engineers and Terrecon Consulting & Eng.

Commissioner Joseph Palacios Pct.4 nominated all of the above.

Nominations for CIVIL ENGINEERING AND SURVEING WORK per precincts:

Judge Garcia: S & B Infrastructure Group, LTD., Dannenbum Engineering Company, and HALFF.

Commissioner A.C. Cuellar Pct.1: S & B Infrastructure Group, LTD., Dannenbum Engineering Company, and HALFF and TEDSI.

Commissioner Eduardo "Eddie" Cantu Pct. 2: Quintanilla Headley & Associates, Inc., South Texas Infrastructure Group LLC., and HALFF Associates, Inc.

Commissioner Joe M. Flores Pct. 3: S & B Infrastructure Group, LTD., L & G Engineering and HALFF Associates, Inc.

Commissioner Joseph Palacios Pct.4: S & B Infrastructure Group, LTD., L & G Engineering and HALFF Associates, Inc.

D. Architect
Nomination of at least 3 firms from HC current approved "pool' of Architectural Firms to complete the final phases for the Design and Construction of a New Courthouse [i.e. design development, construction documents; bidding or negotiation phase, construction/contract administration, & project close-out and warranty phases.

ARCHITECT

Judge Garcia: HOK, LLP., HDR Architecture, Inc. and ERO Architects.

Commissioner A.C. Cuellar Pct.1: HOK, LLP., HDR Architecture, Inc. and ERO Architects.

Commissioner Eduardo "Eddie" Cantu Pct. 2: HOK, LLP., HDR Architecture, Inc. and ERO Architects.

Commissioner Joe M. Flores Pct. 3: ERO Architects, HDR Architecture, Inc., and HOK, LLP.

Commissioner Joseph Palacios Pct.4: ERO Architects, HDR Architecture, Inc., and HOK, LLP.
E. Selection of Evaluation Committee(s) - Professional Services Providers Nominated:

Judge Garcia

Commissioner A.C. Cuellar Pct.1

Commissioner Eduardo "Eddie" Cantu Pct.2

Commissioner Joe M. Flores Pct. 3

Commissioner Joseph Palacios Pct.4

Mr. Valde Guerra

B. **Pct. 2**

1. **AI-53664** Acceptance and approval of Work Authorization No. 8 (with an estimated cost of $3,952.13) as submitted by L&G Engineering, Contract No. C-15-125-04-14, to provide Construction Material Testing Services for the Pct. 2 Las Milpas Road(McColl to Jackson Rd)Project.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

2. **AI-53662** Acceptance and approval of Work Authorization No. 9 (with an estimated cost of $5,206.03) as submitted by L&G Engineering, Contract No. C-15-125-04-14, to provide Construction Material Testing Services for the Pct. 2 San Antonio (Moore-Sam Houston) Road Project.

Judge Garcia stepped away from the meeting.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

3. **AI-53654** a. Acceptance and approval to execute the final form of a Professional Engineering Agreement with L&G Consulting Engineers, Inc., for "Pct 2 Boys & Girls Club Facility Project " as approved for negotiations on CC 2/23/16 and subject to compliance with HB23 and HB1295 [if and when applicable], and legal review for the design and construction management and inspection of the project;

Ms. Salazar requested Mr. Sergio Cruz to explain the concerns raised by the Auditor's Office.

Mr. Sergio Cruz approached the court to state some concerns in regards to the use of the applicable use of the CO's, at the moment they are requesting approval base on legal approval and bond counsel approval.

Commissioner Cantu stated that they shouldn't need any bond counsel approval, when it's only a community resource center and was approve under the bond. According to the commissioner if it doesn't fall under the community resource center which it will, it is almost exactly as the building next to this one. Once again, he stated that they do not need bond counsel to approve.

In reference, Ms. Salazar commented to the commissioner that they wouldn't need bond approval if the title was CRC and not Boys and Girls Club.

AI-57405 **Purchasing Department** **18. A. 2.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Darlene Betancourt, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Interlocal Governmental Agreement by and between Hidalgo County Appraisal District and the County of Hidalgo for YR 2017, in connection with participation with (a) Hidalgo County's "Self-Funded Group Health Insurance Program, Stop Loss Insurance, Accidental and Life/AD&D Insurance" and (b) Voluntary Products.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

This agenda item will have no budgetary impact or cost to County inasmuch as cost will be paid by the Appraisal District to the County pursuant to page 2 of 6-section 2-"Direct Payment by District".

Attachments

contract

legal approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/17/2016 02:05 PM
Budget & Management	Veronica Ortiz	11/17/2016 02:27 PM
Final Approval	Monica Badillo	11/18/2016 05:28 PM

Form Started By: Darlene Betancourt Started On: 11/16/2016 05:02 PM

Final Approval Date: 11/18/2016

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 AETNA 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 AETNA 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 Aetna. 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 AETNA 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, 2017, to December 31, 2017. To the extent any obligation or performance under this Agreement extends beyond December 31, 2017, 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, 2017.

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 9th day of November, 2016.

HIDALGO COUNTY APPRAISAL DISTRICT

By: Rolando Garza
ROLANDO GARZA, Chief Appraiser

Exhibit A
Interlocal Governmental Agreement

BASIC PLAN - Aetna with $1,250 Ded. - 70/50 Plan	MONTHLY	SEMIMONTHLY
Employee (Paid by District)	$525.00	
Spouse	$384.00	$192.00
Child or Children	$108.00	$54.00
Family	$493.00	$246.50

OPTIONAL BUY-UP PLAN - Aetna with $750 Ded - 80/50 Plan		
Employee	$161.00	$80.50
Employee + Spouse	$707.00	$353.50
Employee + Child or Children	$327.00	$163.50
Employee + Family	$924.00	$462.00

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
	$3.63 per employee

TML
INTERGOVERNMENTAL RISK POOL

Certificate of Coverage

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:	1/1/2017
	Anniversary Date:	1/1/2018
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
Loan Number:		

DESCRIPTION:
Evidence of Coverage. Certificate Holder is listed as EL253 - Additional Covered Party - Other Governmental Entitiy - Limited to Activities of the Fund Member

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

Authorized Representative: Racquel Brown

Racquel Brown

Date Issued:
10/20/2016

X102
2/10/2015

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 : 01/01/2017

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 1/1/17 , regarding the purchasing of Health Insurance with Aetna and Dearborn Life Insurance Company.

TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL

Zimbra **darlene.betancourt@co.hidalgo.tx.us**

RE: Read: appraisal district interlocal

From : Steve Crain <scrain@atlashall.com> Thu, Nov 17, 2016 10:37 AM
Subject : RE: Read: appraisal district interlocal
To : 'Darlene H. Betancourt' <darlene.betancourt@co.hidalgo.tx.us>

The form is OK.

From: Darlene H. Betancourt [mailto:darlene.betancourt@co.hidalgo.tx.us]
Sent: Thursday, November 17, 2016 10:02 AM
To: Steve Crain <scrain@atlashall.com>
Subject: Fwd: Read: appraisal district interlocal

Good Morning Mr. Crain
As concurred by Valde, attached you will find the HC Appraisal District interlocal for your review & approval as to form. Thank you

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, TX. 78541
956-292-7000 x-4852

From: "Steve Crain" <scrain@atlashall.com>
To: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Thursday, November 17, 2016 9:39:16 AM
Subject: Read: appraisal district interlocal

Your message

To: Steve Crain
Cc: Martha Salazar; Valde Guerra; Dina Trevino
Subject: Fwd: appraisal district interlocal
Sent: 11/16/2016 4:55 PM

was read on 11/17/2016 9:38 AM.

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AI-57215 **Purchasing Department** **18. A. 3.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommendation [supported by both Purchasing & Auditor to] to "AMEND" current HC-PP&P, so as to permit the purchase of goods and/or services from $0.01 to $3,000.00 without requiring at least (3) quotes including, but not limited to the following:

Chapter VIII. NON-BID PURCHASES
A. 8.02. Non-Delegated Purchases Not Exceeding $5000.00, "AMEND" to the following:
8.02.01 WILL NOW REFLECT: Purchases Not Exceeding $3000.00
An authorized person shall complete a Form HCPD-01/Electronic Requisition [NOTE: Purchasing Department encourages, recommends and suggests the "better business practice" of soliciting pricing to achieve a "best value" result]; **AND,**
B. 8.03. Purchases Between $5,000.01 and $25,000.00 "AMEND" $3000.01 and $50,000.00 (Revision to the previous $25,000.00 Statutory Bidding Limit was enacted to $50,000.00 pursuant to House Bill 987 (Senate Bill 624 identical) effective 06-22-09.

BACKGROUND

1. For some time both Purchasing & Auditor have been discussing this Amendment which we believe can best serve all parties.
2. All procedures and statutory requirements are still to be followed.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Fiscal impact is responsibility of each "user" department for each expenditure.

Attachments

Amend-Pg 1
Amend-pg 2
policy-page 1

policy-page 2
agendas
agenda 06-26

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/16/2016 11:43 AM
Budget & Management	Veronica Ortiz	11/16/2016 12:14 PM
Ivan Cantu	Ivan Cantu	11/17/2016 09:16 AM
Purchasing Department	Marty Salazar	11/18/2016 10:39 AM
Ivan Cantu	Ivan Cantu	11/18/2016 10:40 AM
Final Approval	Monica Badillo	11/18/2016 05:28 PM
Form Started By: Marty Salazar		Started On: 11/04/2016 10:39 AM
Final Approval Date: 11/18/2016		

PURCHASING POLICIES AND PROCEDURES

I. INTRODUCTION

1.01 The Purchasing Department of Hidalgo County, Texas (the "Purchasing Department" or "Purchasing") was created by the Hidalgo County Commissioners Court (the "Commissioners Court") on May 03, 1988, pursuant to the provisions of Texas Local Government Code §262.0115. As a result, the Commissioners Court has appointed a Purchasing Agent to coordinate the purchases made by Hidalgo County, Texas (the "County"). The Purchasing Agent serves at the pleasure of the Commissioners Court, and is authorized by statute to make all purchases not subject to competitive bidding requirements, supervise the competitive bidding process, and receive and deliver materials purchased in accordance with contracts awarded by bids. In addition, the Purchasing Agent is required by statute (Tex.Loc.Govt. Code §262.023) to adopt, to the extent practicable procedures calling for competitive bidding of all purchases of items not required to be competitively bid under the County Purchasing Act, Tex. Loc. Govt. Code, Ch. 262 Subch. C and other applicable statutes. Pursuant to the requirements established by the Commissioners Court and the Local Government Code, these HidalgoCounty Purchasing Policies and Procedures are adopted by the Commissioners Court on this the 26th day of June 2012 to be effective for all purchases by the County, or any department or agency thereof, requested on or after August 08, 1995.

II. OBJECTIVE OF THE CENTRALIZED PURCHASING PROGRAM

2.01 A centralized purchasing program has been established in the County to achieve the objectives listed as follows:

2.01.01 To obtain goods and services at the best price possible.

2.01.02 To obtain goods and services best suited to the particular needs of the County.

2.01.03 To ensure the timely delivery and adequate availability of goods and services.

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8.01.04 When a purchase is made under this procedure without proper budget authority, the cost of the purchase shall be the personal responsibility of the highest –level person ordering/approving such purchase within the requesting department.

8.01.05 The Purchasing Department shall periodically review purchases made under this procedure for repetitive; component or sequential purchases are being made in violation of the competitive bidding laws and these Policies.

8.02. Purchases Not Exceeding $5,000.00

8.02.01 An authorized person shall complete a Form HCPD-01/Electronic Requisition: (Note: Purchasing Department encourages, recommends and suggest the "better business practice" of soliciting pricing to achieve a "best value" results:

8.02.02 The Requisition is processed in the normal manner and submitted to Purchasing.

8.02.03 Purchasing verifies the Requisition, approves same, and after approval of the County Judge, issues a PO to the most responsible vendor, as determined by the Purchasing Agent. If the approved quotation is not the lowest quotation, the reason must be stated in writing on the Requisition.

8.02.04 If the requisition is disapproved for any reason, the Requisition is returned to the user with a written reason for the disapproval.

8.02.05 The Purchasing Agent shall establish policies requiring the random verification or telephone or written quotations before authorizing a purchase.

8.03. Purchases Between $3,000.01 and $50,000.00 (Revision to the $25,000.00 Statutory Bidding Limited was enacted to $50,000.00 pursuant to the State of Texas' 81st Legislature-Regular Session, HB 987 (SB 624 identical), Texas Local Government Codes 262 (various clauses), 271 (various clauses), effective June 22, 2009.

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HIDALGO COUNTY PURCHASING POLICIES AND PROCEDURES

I. INTRODUCTION

1.01 The Purchasing Department of Hidalgo County, Texas (the "Purchasing Department" or "Purchasing") was created by the Hidalgo County Commissioners Court (the "Commissioners Court") on May, 03, 1988, pursuant to the provisions of Texas Local Government Code § 262.0115. As a result, the Commissioners Court has appointed a Purchasing Agent to coordinate the purchases made by Hidalgo County, Texas (the "County"). The Purchasing Agent serves at the pleasure of the Commissioners Court, and is authorized by statute to make all purchases not subject to competitive bidding requirements, supervise the competitive bidding process, and receive and deliver materials purchased in accordance with contracts awarded by bids. In addition, the Purchasing Agent is required by statute (Tex.Loc.Govt.Code § 262.023) to adopt, to the extent practicable procedures calling for competitive bidding of all purchases of items not required to be competitively bid under the County Purchasing Act, Tex. Loc. Govt. Code, Ch. 262 Subch. C and other applicable statutes. Pursuant to the requirements established by the Commissioners Court and the Local Government Code, these Hidalgo County Purchasing Policies and Procedures are adopted by the Commissioners Court on this the 8th day of August, 2005, to be effective for all purchases by the County, or any department or agency thereof, requested on or after August 08, 1995.

II. OBJECTIVE OF THE CENTRALIZED PURCHASING PROGRAM

2.01 A centralized purchasing program has been established in the County to achieve The objectives listed as follows:

2.01.01 To obtain goods and services at the best price possible.

2.01.02 To obtain goods and services best suited to the particular needs of the County.

2.01.03 To ensure the timely delivery and adequate availability of goods and services.

2.01.04 To ensure that purchases conform to state law, County policies, the County budget any payment ability.

2.01.05 To ensure that all responsible prospective providers of goods and services to the County are afforded an equal opportunity to compete for County contracts.

2.01.06 To ensure that public spending is not used to enrich elected officials, department heads or government employees, or to confer favors on favored constituents, or to give the appearance of impropriety.

III. PURCHASING CODE OF ETHICS

3.01 **Statement of Purchasing Policy**. Public employment is a public trust. It is the policy of the County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by the County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public service.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Purchasing Department.

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8.01.05 The Purchasing Department shall periodically review purchases made under this procedure for repetitive; component or sequential purchases are being made in violation of the competitive bidding laws and these Policies.

8.02. **Purchases Not Exceeding** $3,000.00**(to be amended as of, 11/22/16)**

8.02.01 An authorized person shall complete a Form HCPD-01/**Electronic Requisition** (NOTE: Purchasing Department encourages, recommends and suggests the "better business practice" of soliciting pricing to achieve a "best value" result;

8.02.02 The Requisition is processed in the normal manner and submitted to Purchasing.

8.02.03 Purchasing verifies the Requisition, approves same, and after approval of the County Judge, issues a PO to the most responsible vendor, as determined by the Purchasing Agent. If the approved quotation is not the lowest quotation, the reason must be stated in writing on the Requisition.

8.02.04 If the requisition is disapproved for any reason, the Requisition is returned to the user with a written reason for the disapproval.

8.0205 The Purchasing Agent shall establish policies requiring the random verification or telephone or written quotations before authorizing a purchase.

8.03. **Purchases Between $3,000.01 and $50,000.00. (Revision to the previous $25,000.00 Statutory Bidding Limit was enacted to $50,000.00 pursuant to House Bill 987 (Senate Bill 624 identical) effective 06-22-09**

8.03.01 An authorized person shall complete a Form HCPD-01 which shall include the listing of at least three (3) potential supplies, together with written, firm quotations from such suppliers. Vendors who are located throughout the County and state should be contacted. A record of all quotations shall be maintained. The list of vendors contacted should be rotated so that over time, all vendors are contacted approximately equally.

8.03.02 The Requisition is processed in the normal manner and submitted to Purchasing.

8.03.03 Purchasing verifies the Requisition, approves same, and, after obtaining approval or the County Judge, issues a PO to the most responsible vendor, as determined by the Purchasing Agent. If the approved quotation is not the lowest quotation, the reason must be stated in writing on the Requisition.

8.03.04 If the Requisition is disapproved for any reason, the Requisition is returned to the User with a written reason for the disapproval.

8.03.05 The Purchasing Agent shall establish policies requiring the random verification of Written quotation, and may, whenever the Purchasing Agent deems appropriate, solicit additional written quotations before authorizing a purchase.

8.04 **Information Contained in Quotes.** For all oral or written quotations obtained; the following information must be exchanged between the vendor and the County;

8.04.01 Information related to the prospective vendor should include a description of the Item (or items), the quantity required (in standardized units, if applicable), the required delivery date, the last date quotations will be accepted, and the terms and conditions of purchase. The vendor shall be informed that the price quotations are *required* to be honored during the stated period.

8.04.02 Information obtained for the prospective vendor must include the name, address And telephone/telecopier numbers of the vendor, the total or unit price, as specified, the date through which the quoted price will be effective, the name of

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COUNTY OF HIDALGO
PURCHASING DEPARTMENT
AGENDA REQUEST FORM

No. 99---

Date: August 24, 1999 Meeting Date Request: August 31, 1999

Deadline for Action: A.S.A.P. Contact Person: Martha L. Salazar

Department: Hidalgo County Phone: (956) 318-2626 Fax: (956) 383-2629

Hidalgo County Purchasing Dept. for

Martha L. Salazar, Hidalgo County Purchasing Agent Martha L Salazar

Caption:

2282

I. Requesting approval of revision to Hidalgo County Purchasing Policies and Procedures, Section VII, Competitive Bidding, Article 7.01, Bidding Required, from $15,000 limit to $25,000 pursuant to Senate Bill 1669, effective September 1, 1999. (Texas Local Government Code Chapter 262, § 262.023)

Approved

Background:

See attached copy of Senate Bill 1669.

Please initial for approval: Funds available: Acct. # as per

N/A County Judge	____ Commissioner Pct. 1	Dept./Fund No. ____	Account Code: ____
N/A County Attorney	____ Commissioner Pct. 2	Amt. Expended: $ ____	Impact on Future Budget: Yes: ____
V Budget	____ Commissioner Pct. 3	Funds/Staffing Budgeted: Yes: ____	No: ____
N/A Personnel	____ Commissioner Pct. 4	No: ____	
mlv Purchasing			

Comments:

Action taken by Commissioner's Court:

Approved ✓ Tabled ____ Denied ____ Motion made by ____ Seconded ____ Vote ____

16. Pct. #1:
    A. Request approval of Elsa Clinic/Justice of the Peace Sub Station Construction invoice Application No. 1 and authorize auditor to make payment to Rio Valley Construction, Inc.
    B. Appropriation of County Wide Road & Bridge funds to Pct. #1 Administration and Pct. #1 Road & Bridge fund accounts

17. Pct. #2:
    A. Appointment to MH/MR Board

18. Pct. #3:
    A. Approval to re-classify Personnel/Finance Manager position to Administrative Secretary II
    B. Set salary
    C. Approval of budget amendment - Administration

19. Pct. #4:
    A. Approval to install "4 way stop" signs at the intersection of Canton Road and Cesar Chavez Road due to increase of traffic in school area
    B. Authorization to create and set salary for one new clerical position in Paved/unpaved Roads
    C. Approval to name two streets within Twin Acres Road Subdivision; the street on the east be named "Twin Palms Lane" and the street on the west be name "West Side Lane"

20. Right of Way:
    A. Requesting exemption from competitive bidding requirements for professional services/engineering services with R. Gutierrez Engineering, Inc. services related to "I" Rd. project
    B. Requesting approval of a professional engineering services contract with R. Gutierrez Engineering, Inc.

21. County Judge:
    A. Discussion and update on Adult Detention Facility
    B. Adoption of Amended and Restated Hidalgo County Subdivision Rules, effective September 01, 1999 to comply with recent statutory enactments
    C. Discussion on consolidating Health and Planning Departments

22. Purchasing Department:
    A. HIDALGO COUNTY -
        1. Approval of correction of effective date on contract document as per the Texas Senate Purchasing as approved by Commissioners Court on August 3, 1999.
        2. Requesting approval of revision to Hidalgo County Purchasing Policies and Procedures, Section VII, Competitive Bidding, Article 7.01, Bidding Required, from $15,000 limit to $25,000 pursuant to Senate Bill 1669, effective September 1, 1999. (Texas Local Government Code Chapter 262, §262.023)
        3. Requesting authority to advertise rental space for a: "Law Library" subject to compliance with Order establishing the current law library at Courthouse.
    B. HIDALGO COUNTY PRECINCT NO. 3 -
        1. Recommending to reject all bids "Hauling Services for all road materials" due to modification of specifications.
        2. Requesting authority to re-advertise for "Hauling Service of all road materials."
        3. Requesting exemption from competitive bidding requirements for professional services/engineering services with Hinojosa Engineering services related to Precinct No. 3 "Design of the roadways of La Homa Rd. from mile 1 to mile 3 & La Homa Rd. to Abram Rd. covering 2 miles, Texas Department of Highways Standards."
        4. Requesting approval of a professional engineering service contract with: Hinojosa Engineering, subject to legal review.

AI-16235 **22.A.4.**

Amending current Hidalgo County Purchasing Policies & Procedures
CC REGULAR

Date: 06/30/2009
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Discussion, consideration and approval to modify Hidalgo County's Purchasing Policies & Procedures, pursuant to the State of Texas' 81st. Legislature-Regular Session, HB 987 (SB 624 identical) effective 6-22-09, Texas Local Government Codes 262 (various clauses), 271 (various clauses) sealed competitive bid (procurement) limit is changed (raised) from $25,000.00 to $50,000.00 and changing the work from bidding to procurement.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
All county departments procuring goods, equipment and services would be impacted and budgets would need to be identified.

Attachments

Link: House Bill
Link: House Bill
Link: Policies and Procedures

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	06/26/2009 09:25 AM	APRV
2	Budget & Management	Erika Zamora	06/26/2009 09:56 AM	APRV
3	Damaris San Miguel	Damaris San Miguel	06/26/2009 02:43 PM	APRV
4	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Marty Salazar Started On: 06/25/2009 08:10 PM
Final Approval Date: 06/26/2009

2. AI-16162 Department of Budget and Management (1100):
Approval to appropriate 2008 revenues and expenditures in the amount of $411,098.27 for Hurricane Dolly emergency expenditures as requested by the County Auditor.

H. **Salary Schedule Changes:**

1. AI-16167 Health Clinics (1100):
a. Approval to create one (1) regular full-time Epidemiologist position, slot #0115, budgeted salary $55,500.00.
b. Approval of 2009 interdepartmental transfer.
c. Approval of revised salary schedule.

2. AI-16228 Temporary Positions - Various Depts.:
1. Approval to extend twenty two (22) temporary positions approved by Commissioners' Court on 12/31/08 and needed from July 01, 2009 through December 31, 2009 as listed on the attachment.
2. Approval of 2009 interdepartmental transfer.
3. Approval of 2009 intradepartmental transfer.

3. AI-16246 Purchasing Department (1100):
1. Approval to create one (1) full-time Inventory Control Specialist Coordinator position, slot #0030 budgeted at $38,220.00
2. Approval of transfer of funds
3. Approval of revised salary schedule

22. **Purchasing Department - Marty Salazar:**
NOTES:
1. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE FORWARDED TO HIDALGO COUNTY AUDITOR'S OFFICE.
2. ANY/ALL REQUESTS FOR ACCEPTANCE AND APPROVAL OF CLAIMS/INVOICES UNDER THIS AGENDA WILL INCLUDE AUTHORITY FOR AUDITOR TO ISSUE PAYMENT AFTER REVIEW, AUDIT AND PROCESSING PROCEDURES ARE COMPLETED

A. **Hidalgo County**

1. **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:
a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
a) Renovations of administration building
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

4. AI-16235 Discussion, consideration and approval to modify Hidalgo County's Purchasing Policies & Procedures, pursuant to the State of Texas' 81st. Legislature-Regular Session, HB 987 (SB 624 identical) effective 6-22-09, Texas Local Government Codes 262 (various clauses), 271 (various clauses) sealed competitive bid (procurement) limit is changed (raised) from $25,000.00 to $50,000.00 and changing the word from bidding to procurement.

B. **Pct. 1**

1. AI-16225 Acceptance and approval of Work Authorization Nos. 3, 4, & 5 with estimated amounts of $2,000.00 each with Leonel Garza, Jr. & Associates, to provide professional appraiser

AI-32863 **Purchasing Department** **17. A. 9.**

CC REGULAR

Meeting Date: 06/26/2012

Department Head: Martha L. Salazar **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of a "Revision" to the current Hidalgo County Purchasing Policies & Procedures, specifically, the addition of Provision 7.04.09- Requiring that the Purchasing Department (before a bid award) to search www.epls.gov to verify Debarment so as to comply with the Texas Homeland Secruity State Administrative Agency (Monitoring Report noting the category of NI-Needs Improvement) on the CAP-Corrective Action Plan.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Budgetary Impact:

Not applicable to this AI item. However, modification does attempt to prevent the possible "disallowed costs" scenario on those projects funded by grants (i.e. federal, state, local).

Attachments

AI 32863 Bkp per Marty -Corrective Action to Purchasing Policies

AI 32863 Addntl Bkp As per Mary -CAP Related -Purch Policies

POLICY

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/18/2012 05:14 PM
Budget & Management	Merlen P. Munoz	06/19/2012 08:00 AM
Auditor's Office	Arcilia Duran	06/21/2012 05:06 PM
Form Started By: Marty Salazar		Started On: 06/18/2012 10:19 AM
Final Approval Date: 06/21/2012		

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AI-56902 **Purchasing Department** **18. A. 4.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Darlene Betancourt, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Approval of order for exemption from competitive bidding requirements under Texas Local Government Code, Chapter/Section, 262.024 (a)(4), a professional service;

B. Acceptance and approval of a negotiated engagement/agreement/contract with Dr. Norma Jean Farley, MD/forensic pathologist for the provision of autopsies & related services as drafted and developed by District Attorney's Office confirming compliance with those provisions set forth in Government Code 2254- 1) on a basis of demonstrated competence and qualifications to perform the services; and, 2) for a fair and reasonable price (fees permitted by law).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-421-00-080-003-0-340

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

BUDGETARY IMPACT:

Funds pending approval AI-57415

Attachments

262.024
Gov. Code 2254
ackn 1295
costs
forms
CV
agreement
EMAIL
Final Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/16/2016 11:15 AM
Budget & Management	Veronica Ortiz	11/16/2016 11:31 AM

Budget & Management	Veronica Ortiz	11/16/2016 11:31 AM
Final Approval	Monica Badillo	11/18/2016 05:28 PM

Form Started By: Darlene Betancourt Started On: 10/17/2016 10:17 AM

Final Approval Date: 11/18/2016

Sec. 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community

GOVERNMENT CODE

TITLE 10. GENERAL GOVERNMENT

SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT

CHAPTER 2254. PROFESSIONAL AND CONSULTING SERVICES

SUBCHAPTER A. PROFESSIONAL SERVICES

Sec. 2254.001. SHORT TITLE. This subchapter may be cited as the Professional Services Procurement Act.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2254.002. DEFINITIONS. In this subchapter:

(1) "Governmental entity" means:

(A) a state agency or department;

(B) a district, authority, county, municipality, or other political subdivision of the state;

(C) a local government corporation or another entity created by or acting on behalf of a political subdivision in the planning and design of a construction project; or

(D) a publicly owned utility.

(2) "Professional services" means services:

(A) within the scope of the practice, as defined by state law, of:

(i) accounting;

(ii) architecture;

(iii) landscape architecture;

(iv) land surveying;

(v) medicine;

(vi) optometry;

(vii) professional engineering;

(viii) real estate appraising; or

(ix) professional nursing; or

(B) provided in connection with the professional employment or practice of a person who is licensed or registered as:

(i) a certified public accountant;

(ii) an architect;

(iii) a landscape architect;

(iv) a land surveyor;

(v) a physician, including a surgeon;

(vi) an optometrist;

(vii) a professional engineer;

(viii) a state certified or state licensed real estate appraiser; or

(ix) a registered nurse.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1997, 75th Leg., ch. 244, Sec. 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1542, Sec. 1, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1409, Sec. 8, eff. Sept. 1, 2001.

Sec. 2254.003. SELECTION OF PROVIDER; FEES. (a) A governmental entity may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award:

(1) on the basis of demonstrated competence and qualifications to perform the services; and

(2) for a fair and reasonable price.

(b) The professional fees under the contract may not exceed any maximum provided by law.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1213, Sec. 14, eff. September 1, 2007.

Sec. 2254.0031. INDEMNIFICATION. A state governmental entity may require a contractor selected under this subchapter to indemnify or hold harmless the state from claims and liabilities resulting from the negligent acts or omissions of the contractor or persons employed by the contractor. A state governmental entity may not require a contractor to indemnify or hold harmless the state for claims or liabilities resulting from the negligent acts or omissions of the state governmental entity or its employees.

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:
2016-129052

Date Filed:
10/26/2016

Date Acknowledged:
10/31/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Autopsy Services and Expert Testimony, PLLC
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 services, goods, or other property to be provided under the contract.

C-16-380-00-00
Autopsy and Forensic Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Farley, Norma	Edinburg, 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

Norma Jean Farley, M.D
Anatomic, Clinical and Forensic Pathologist
3100-A S. Business Hwy 281, Edinburg, TX 78539
Tel: (956) 292-7014; Fax: 1-866-682-0360

October 26, 2016

Cost Proposal for Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County at County Owned Morgue Facility

This proposal is contingent on the Hidalgo County Forensic Center at 3100A S. Business Hwy 281 in Edinburg Texas being fully functional and operational as the County Morgue Facility by December 20,' 2016. If the Hidalgo County Forensic Center is not operational as a morgue facility by December 20, 2016, this proposal is withdrawn and no other proposal will be submitted by Dr. Norma J. Farley.

I. Fees
- A. Full autopsy (head and body)
  1. Natural death: - $1,500
  2. Unnatural or Undetermined Manner of Death: $1,650
  3. Homicides: $1,750
- B Partial – $1,200
- C. External examinations – $1,050.
- D. Embalmed bodies - $2,250
- E. Exhumed bodies - $3,500
- F. Toxicology Only Cases- Fee from NMS Labs only
- G. Non-human skeletal remains
  1. 1-4 bones – no charge if no report stating non human remains
  2. 1-4 bones - $25 with report stating non human remains
  3. 5-10 bones - $50
  4. Greater than 10 bones with non human skeletal remains report - $75
- H. Single body part, small (e.g. finger or toe) with report - $150 (DNA interpretation included)
- I. Single body part large (e.g. arm, leg) with report including DNA interpretation (not a suspected homicide) $250
- J. Body part(s) suspected to be a homicide or from a kidnap victim- $1000. This fee will be deducted from the cost of the autopsy if the body is later found.
- K. Unknown tissue
  1. Uncomplicated less than 20lbs with report - $25
  2. Complicated less than 20lbs requiring additional testing with report (human vs nonhuman, sending DNA to University of North Texas, DNA interpretation. (microscopic slides extra) - $150
- L. Chart Review
  1. Non-homicide $250
  2. Homicide - $500 includes testimony

M. The cost of testimony by Dr. Farley on cases other than homicides (e.g. motor vehicle accidents, pedestrian struck by motor vehicle) will be billed to the County at a rate of $100 per hour. The hourly rate will include time spent on preparation, travel and testimony.

N. Review of material and/or testimony at the request of Hidalgo County on homicides or other individuals which were not autopsied by Dr Farley will be billed at a rate of $100/hour. The hourly rate will include preparation, travel, and testimony.

II. Autopsy cost includes:

A. Office manager, front lobby receptionist and administrator for Valley Forensics

B. CD of photographs for District Attorneys office and investigating agency on request.

C. Transcription costs.

D. Testimony for homicide cases at no charge; however, only while under contract.

E. Morgue supplies (gloves, knives, aprons, ect.)

F. Office supplies including Medicolegal Authorization forms for autopsies and property forms, other than computers, printers and other equipment used by the autopsy technicians in their offices.

G. Locum tenens pathologist as needed or a second full or part time pathologist as the autopsy case load increases.

III. Fees not included:

A. Histology and Microbiology

B. Toxicology – usually $162.00 to $270.00 per case possibly higher depending on the complexity of the case and decomposition of the body (most forensic cases – homicides, excited delirium cases, overdoses, some motor vehicle accidents, etc.). Urine drug screens will be performed on some natural cases.

C. Sexual Assault Kit - $50

D. DNA card – When requested by the investigative agency and obtained on all homicides - $2 per card.

E. DNA testing only when needed - usually homicides/decomposed bodies. These cases will be discussed with the Justice of the Peace and District Attorneys Office prior to testing.

F. Expert consultation:

1. Neuropathology on infant/child homicide cases with blunt head trauma requiring diffuse axonal injury stains – only a few cases a year. Cost determined by Neuropathologist.
2. Eye pathology – retinal hemorrhage analysis – only if approved by District Attorney after consultation. Cost depends on laboratory used.
3. Dental Odontology – bite mark analysis. Only if approved by the District Attorney.

G. Physical evidence and ballistics.

1. Collected at the time of autopsy and released to investigating agency (CD of photographs at no charge).
2. Bullets will be released to investigating agency.

H. Prints of photographs – $25.00 to be paid by the requesting agency (CD of photographs at no charge).

I. Laboratory analysis when necessary (vitreous chemistry needed on a few infants a year with dehydration or heat stroke victims), vitreous glucose on cases of diabetic individuals when needed, microbiology on suspected infectious cases and infants when needed.

J. Maintenance or repair costs not included for any equipment or items not owned by Valley Forensics, PLLC.

IV. Hidalgo County Forensic Center autopsy facility

A. Morgue expenses and autopsy technicians (2) are the responsibility of Hidalgo County unless delineated elsewhere in this contract including but not limited to:

1. Autopsy technicians – 2
2. On call personnel for the morgue to answer telephone calls after hours only if the proposed working hours and emergency contact number after hours are not accepted by the County (working hours M-F, 8am-5pm).
3. Security for the building (monitored access) and maintenance
4. Medical/morgue biohazard material disposal, tissue disposal and waste disposal.
5. All utilities for the building, janitorial and IT assistance to include internet service and telephone service.
6. Building and grounds maintenance

B. Autopsies will be performed at the renovated Hidalgo County Forensic Center.

V. Forensic services for Counties other than Hidalgo County

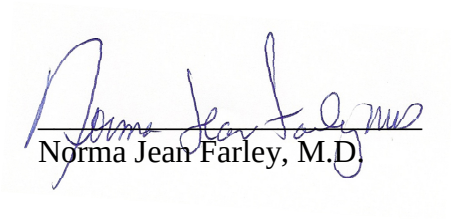
A. If the County and Dr Farley both agree to contract with other Texas Counties to provide autopsies and forensic services, such as currently established with Willacy County:

1. The terms and conditions of the contracts must agreeable to Dr Farley and Hidalgo County
2. Dr Farley will bill separately for autopsy fees and forensic services which shall belong solely to Dr Farley.
3. Hidalgo County would establish a morgue fee for contracted counties for each autopsy performed at the Hidalgo County Forensic Center to compensate for services, including storage of body, autopsy technicians, and tissue and autopsy folder storage.
4. Hidalgo County Autopsy Technicians shall assist the doctor(s) in performance of autopsies and forensic services for all autopsies.

VI. Transport

A. Dr. Farley proposes to contract with a third party for the transportation of decedents at a cost not to exceed $125 per decedent. The transport service under the supervision of Dr. Farley will report information to the morgue facility staff pertaining to the circumstances of each death, the investigative agency point of contact information and the Justice of the Peace. All paperwork accompanying the body will be faxed to the pathologist or on call staff after hours. This information is necessary in order to determine if a case is suspicious for a homicide and may require additional information from law enforcement, medical staff or family members. Suspicious or homicide cases may need evidence collected, fingerprint identification and/or an autopsy after standard operating hours. More than half of the cases currently coming to the morgue facility have “unknown” circumstances written on the medicolegal authorization form with no other information provided.

B. If the County retains the contract for the transportation of decedents, a $30 fee will be necessary to provide personnel to obtain the necessary information and fax the paperwork on each case after hours.



Norma Jean Farley, M.D.

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:
2016-129052

Date Filed:
10/26/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Autopsy Services and Expert Testimony, PLLC
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 services, goods, or other property to be provided under the contract.
C-16-380-00-00
Autopsy and Forensic Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Farley, Norma	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

OLGA TORREZ MONTERO
Notary Public, State of Texas
Comm. Expires 01-20-2019
Notary ID 128497919

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Norma J. Farley
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Norma Jean Farley, M.D., this the 26th day of October 20 16, 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
	Olga Montero	Notary Public

PROJECT REQUIREMENTS
ACKNOWLEDGMENT

This is to certify that I, Norma Farley, possess all of the **APPLICABLE**:

1. Licenses: Texas Medical License
2. Bonds: N/A
3. Certificates: N/A
4. Permits: N/A
5. Other: N/A

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required <u>must be presented</u> as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid or response.**

Authorized Signature

10/24/16
Date

Autopsy Services + Expert Testimony
Company

3100 A S. Bus Hwy 281
Address

Edinburg, TX 78539
City, State, Zip

Texas Liability Insurance Card

Named Insured(s): Phillip T Farley
Norma Jean Farley
[redacted]
[redacted] Marshall Hutts Rd
Rio Hondo, TX 78583-3456

Vehicle: 2006 Chevrolet Truck Slvrdo 1500 Cr Pu 4Wd
VIN: 2GCEK13T761215609

Registered Owner(s): Phillip T Farley

FARMERS INSURANCE

Policy Number:045144009
Effective: **10/19/2016**
Expiration: **4/19/2017**

NAIC Number: 24392
Your Agent: Kent W Jones
1102 E Tyler Ave
Harlingen, TX 78550
Agent Phone: (956) 440-8890

FOLD HERE

Farmers Texas County Mutual Insurance Company (800) 225-0011

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Texas Liability Insurance Card

Named Insured(s): Phillip T Farley
Norma Jean Farley
[redacted]
[redacted] Marshall Hutts Rd
Rio Hondo, TX 78583-3456

Vehicle: 2012 Toyota Highlander 4D 4Wd Limited
VIN: 5TDDK3EH4CS167149

Registered Owner(s): Norma J Farley

FARMERS INSURANCE

Policy Number:045144009
Effective: **10/19/2016**
Expiration: **4/19/2017**

NAIC Number: 24392
Your Agent: Kent W Jones
1102 E Tyler Ave
Harlingen, TX 78550
Agent Phone: (956) 440-8890

FOLD HERE

Farmers Texas County Mutual Insurance Company (800) 225-0011

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Texas Liability Insurance Card

Named Insured(s): Phillip T Farley
Norma Jean Farley
[redacted]
[redacted] Marshall Hutts Rd
Rio Hondo, TX 78583-3456

Vehicle: 2002 Mitsubishi Montero 4D 4X4 Limited
VIN: JA4MW51R12J026639

Registered Owner(s): Phillip T Farley

FARMERS INSURANCE

Policy Number:045144009
Effective: **10/19/2016**
Expiration: **4/19/2017**

NAIC Number: 24392
Your Agent: Kent W Jones
1102 E Tyler Ave
Harlingen, TX 78550
Agent Phone: (956) 440-8890

FOLD HERE

Farmers Texas County Mutual Insurance Company (800) 225-0011

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

FOLD HERE

Auto Insurance Declaration Page

FARMERS INSURANCE

Policy Number: 04514-40-09
Effective: 10/19/2016 12:01 AM
Expiration: 4/19/2017 12:01 AM
Named Insured(s): Phillip T Farley
[redacted] Marshall Hutts Rd
Rio Hondo, TX 78583-3456
e-mail Address(es): pfarley@rgv.rr.com
Underwritten By: Farmers Texas County Mutual Insurance Company
15700 Long Vista Dr
Austin, TX 78728

Premiums

Full-term Premium (excluding fees)	$1,738.00
Prorated Premium (10/19/2016 - 4/19/2017)	$0.00
Total for this Transaction	**$0.00**

This is not a bill.
Your bill with the amount due will be mailed separately.

Household Drivers

Name	Driver Status
Phillip T Farley	Covered
[redacted]	Covered
[redacted]	Covered
Norma Jean Farley	Covered
[redacted]	Covered

Vehicle Information

Veh. #	Year/Make/Model/VIN	Coverage	Deductible	Limit
1	2006 Chevrolet Truck Slvrdo 1500 Cr Pu 4Wd 2GCEK13T761215609	Other Than Collision:	$500	
		Collision:	$500	
		Towing and Labor Cost:		Not Covered
2	2012 Toyota Highlander 4D 4Wd Limited 5TDDK3EH4CS167149	Other Than Collision:	$500	
		Collision:	$500	
		Towing and Labor Cost:		Not Covered
3	2002 Mitsubishi Montero 4D 4X4 Limited JA4MW51R12J026639	Other Than Collision:	$500	
		Collision:	$500	
		Towing and Labor Cost:		Not Covered

Coverage Information

Coverage	Limits (applicable to all vehicles)	Premiums by Vehicle Vehicle 1	Vehicle 2	Vehicle 3
Bodily Injury Liability	$500,000 each person $500,000 each accident	$146.00	$104.00	$184.00
Property Damage Liability	$500,000 each accident	$110.00	$93.00	$173.00
Medical Coverage		Not Covered	Not Covered	Not Covered
Uninsured/ Underinsured Motorist Bodily Injury	$500,000 each person $500,000 each accident	$21.00	$46.00	$23.00
Other Than Collision		$67.00	$52.00	$41.00
Collision		$98.00	$107.00	$100.00
Uninsured/ Underinsured Motorist Property Damage	$100,000 each accident $250 deductible	$26.00	$28.00	$26.00
Towing and Labor Cost		Not Covered	Not Covered	Not Covered
Travel Trailer or Camper		$293.00	Not Covered	Not Covered
Total Premium Per Vehicle		$761.00	$430.00	$547.00
Full-term Premium				**$1,738.00**

Discounts

Discount Type	Applies to Vehicle(s)	Discount Type	Applies to Vehicle(s)
Auto/Home	1, 2, 3	Multiple Car	1, 2, 3
Transfer	1, 2, 3	Group - Phys/Surgeon	1, 2, 3
Early Shopping	1, 2, 3	EFT	1, 2, 3
ePolicy	1, 2, 3	Good Student	1, 2, 3

Other Policy Features and Benefits

- Incident Forgiveness - protects your premium from increases due to minor traffic violations
- Guaranteed Renewal - claims activity will not lead to cancellation or nonrenewal

Trailer Information

Veh. #	Description	Year/Make/Model/Serial #	Coverage	Deductible	Limit
1	Travel/Utility Trailer	2013 Cruiser Viewfinder 27Rbss 5RXTC2727D2200985	Other Than Collision: Collision:	$500 $500	

AUTOP-2 OP ID: MP

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/26/2016

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 Shepard Walton King Ins Group* 1906B E. Tyler Harlingen, TX 78550 SHEPARD WALTON KING INS. GROUP	CONTACT NAME: Anna Dietrich-Flores PHONE (A/C, No, Ext): 956-423-8755 FAX (A/C, No): 956-428-0730 E-MAIL ADDRESS: adietrichflores@swkins.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Texas Mutual Insurance Co. — 22945
INSURED Autopsy Services & Expert Testimony PLLC 3100 So Bus.Hwy 281,Ste A Edinburg, TX 78539	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			0001193083	07/10/2016	07/10/2017	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Medical Laboratory

CERTIFICATE HOLDER

HIDALSH

Hidalgo County
Purchasing Dept.
2812 S. Hwy Business 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

RW. Shepard

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/27/2016

PRODUCER
Joe Jones Insurance Agency
622 N Ed Carey Drive
Harlingen TX, 78550
Phone 956-423-8961 Fax 956-423-8255

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
AUTOPSY SERVICES AND EXPERT TESTIMONY PLLC
3100-A S. Bus Hwy 281
Edinburg, TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Lloyds 43419	25178
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	X	GENERAL LIABILITY	90-NB-9353-5 L	01/19/2016	1/19/2017	EACH OCCURRENCE	$ 2,000,000.00
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$ 5,000.00
		X Contents				PERSONAL & ADV INJURY	$ 69,100.00
						GENERAL AGGREGATE	$ 2,000,000.00
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY PRO-JECT LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

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

Additional Insured:
County of Hidalgo
2812 S. Business Hwy 281
Edinburg, TX 78539

CERTIFICATE HOLDER

County of Hidalgo
2812 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Joe Jones, Agent
By: David Diaz

ACORD 25 (2001/08)

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This *endorsement* forms a part of **POLICY NUMBER 1-124533**

Policy Term: **04/01/2016 to 04/01/2017**
Endorsement Effective Date: **04/01/2016**
Named Insured:

Norma J. Farley, MD

SUBSCRIBER CERTIFICATE

Issued to

POLICYHOLDERS OF TEXAS MEDICAL LIABILITY TRUST

EMPLOYMENT PRACTICES LIABILITY INSURANCE

Word and phrases in **bold** have special meaning as described in SECTION III of the EPLI *endorsement*.

NOTICE TO **POLICYHOLDER:**

Coverage hereunder shall expire sixty (60) days after the expiration date of the **Policy** to which this certificate is attached or sixty (60) days after its earlier cancellation date or non-renewal date. This coverage may not be extended by a *Reporting Endorsement* ("tail" coverage).

As a condition precedent to payment of any benefit hereunder, the **Claim** must be received by an **Insured** while the **Policy** is in effect and the **Subscriber** must notify the Trust within sixty (60) days from the date the **Claim** is received by an **Insured**.

ITEM 1. **SUBSCRIBER:**

Norma J. Farley, MD

ITEM 2. **POLICY PERIOD:**

From: **04/01/2016**

To: **04/01/2017**

Beginning and ending at 12:01 a.m.

ITEM 3. **LIMIT OF LIABILITY** per physician (inclusive of **Defense Costs**):

(a) $50,000 Maximum **Limit of Liability** for each **Claim**

(b) $50,000 Punitive, exemplary and multiple damages **Limit of Liability**

(c) $50,000 Maximum aggregate **Limit of Liability** for all **Claims**

(d) $0 Defense-Only **Limit of Liability**

ITEM 4. **SUBSCRIBER** SELF-INSURED RETENTION:

$5,000 Each and every **Claim**

ITEM 5. **SUBSCRIBER** EPLI RETROACTIVE DATE:

02/01/2013

This certificate does not vary, extend or in any way affect the coverage provided in the EPLI endorsement, which can be reviewed by visiting the myTMLT website (www.tmlt.org/mo) or by requesting a copy from Customer Service at 1-800-580-8658, ext. 5050

Issue Date: **02/02/2016**

Countersigned by: Debbie Guerra

Authorized Representative of
Texas Medical Liability Trust

GC

Unique Market Reference No.: **B0391AC1402484**

TMLT_EPLI
ver 0414

TEXAS MEDICAL BOARD

P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029

PHYSICIAN FULL PERMIT

LICENSE/PERMIT NUMBER

J9873

EXPIRATION DATE

08/31/2017

NORMA JEAN FARLEY, MD
24215 PRESTON TRL
HARLINGEN TX 78552-6341

THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE
PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS

Insurance Requirement Acknowledgment

I, Phillip Farley, authorized representative for Autopsy Services + Expert Testimony PLLC d/b/a Valley Forensics, PLLC,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court;

- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court; currently carry the following:

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- ~~have already~~ been met, see attached copy of certificate of insurance.

Authorized Representative

10/24/16
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 the project and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award of the project to be rescinded and then re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST BE ACCOMPANY YOUR RESPONSE

NORMA JEAN FARLEY, M.D.
CURRICULUM VITAE

Business Address & Telephone

Valley Forensics, P.L.L.C.
3100-A S. Business Hwy 281
Edinburg, Texas 78539
956-292-7014 (office)

EDUCATION

07/98-06/99	**Bexar County Forensic Science Center** 7337 Louis Pasteur San Antonio, TX 78229-4565 Assistant Medical Examiner
07/94-06/98	**University of Texas Health Science Center** San Antonio, TX Combined AP/CP Residency Residency Director: Larry Fowler, M.D. Chief Resident – 1997-1998
08/90-05/94	**University of Texas Health Science Center** San Antonio, TX College of Medicine Degree: M.D.
01/85-08/86	**Stephen F. Austin State University** Nacogdoches, TX B.S. in biology and Secondary Education
08/81-12/83	**San Jacinto College** Pasadena, TX Associate in Arts

CERTIFICATIONS AND LICENSES

The American Board of Pathology: Certified in Combined Anatomic and Clinical Pathology and Forensic Pathology
United States Medical Licensing Exam: Passed: Step 1, 2, 3
State License: Texas

COMMITTEES AND APPOINTMENTS

Texas Forensic Science Commission (Governor appointed), 9/09 to 10/11
Board of Editors, American Journal of Forensic Medicine & Pathology, 2009–2012
National Association of Medical Examiners Ad hoc-Committees: Bioterrorism and Infectious Disease Committee, International Relations Committee, Protocols for Interagency Interactions in Mass Fatality Incidents
Child Fatality Review, Bexar (2003), Cameron (2005-Present) and Hidalgo Counties 2007-Present
Mass Disaster Planning Committee, Bexar and Hidalgo Counties

EMPLOYMENT

3/07-present **Valley Forensics, PLLC**
Forensic Pathologist, Hidalgo and Willacy Counties
3100-A S. Business Hwy 281, Edinburg, TX 78539

7/04-3/07 **Pathology Laboratory**
Anatomic, Clinical and Forensic Pathologist
Valley Baptist Medical Center
2101 Pease Street, Harlingen, TX

7/03-7/04 **Bexar County Medical Examiner's Office**
Medical Examiner
7337 Louis Pasteur, San Antonio, TX

1/00-6/03 **AmeriPath South Texas**
301 South Frio Street, San Antonio, TX
Anatomic, Clinical and Autopsy Pathologist
Infectious Control and Medical Director, Christus Spohn Beeville Hospital
Microbiology Director, Baptist Health System, San Antonio, TX
Director of Autopsy Services

11/99-1/00 **Deputy Medical Examiner (part-time position)**
Travis County Forensic Center, 1213 Sabine Street, Austin, TX 78767

6/99-12/99 **Sedgwick County Regional Forensic Science Center**
1109 N. Minneapolis**,** Wichita, KS 67214
Deputy Chief Coroner-Medical Examiner
Interim District Chief Coroner-Medical Examiner
9/99-12/30/99

2/89-8/90 **Research Assistant**
University of Texas Medical School, Houston, TX
Dept. of Pathology, Steven Norris, Ph.D.
Research in Treponema pallidum, DNA sequencing, tissue culture, MICs and MBCs of cephalosporins, quinolones, and other compounds
Laboratory mapped DNA of T. pallidum (Science 7/98)

1/87-1/89 **Research Technician**
Texas A&M University, College Station, TX
Dept. of Pathology, John Kochevar, M.D.
Research in renal cell carcinoma and malignant melanoma

PROFESSIONAL AFFILIATIONS

1994-Present	American Society of Clinical Pathologists
1996-Present	College of American Pathologists
2008-Present	National Association of Medical Examiners
2008-Present	Adjunct Assistant Professor, University of Texas Medical School at San Antonio, Department of Pathology.
2005-Present	Cameron County Medical Society
1990-Present	Texas Medical Association
2012-Present	American Academy of Forensic Sciences

GUEST SPEAKER/INSTRUCTOR

Synthetic Drug Abuse in the RGV - Panel Discussion, Panel Member, September 22, 2015

Mass Fatality and Death Investigation, South Texas Hurricane Conference, April 15, 2015

Fatal Abuse in Infancy and Childhood, 18th Annual Trauma Symposium. South Padre Island, March 27, 2015

Gunshot Wounds and Firearm Deaths and Drug Cartel Violence in South Texas (Guest Speaker), British Association in Forensic Medicine Scientific Meeting, Lumley Castle, Chester-le-Street, County Durham, United Kingdom, November 21-22, 2014

Mass Fatality, South Texas Hurricane Conference, June 5, 2014

Traumatic Injuries due to Motor Vehicle and Other Road Related Fatalities and Fatal Abuse in Infancy and Childhood. 15th Annual Trauma Symposium, South Padre Island, March 29-30, 2012

Gunshot Wounds and Evidence. Sharp Force Injuries. 14th Annual Trauma Symposium, Bridging the Trauma Gap. South Padre Island, March 23-25, 2011

Infant Death Scene Investigation: An MEs Wish List. 7th Annual Rio Grand Valley Seminar in Forensic Sciences. South Padre Island, TX, Nov.11-13, 2010

Strangulation, 1st Annual Conference on Violence Against Women Behind Closed Doors, Brownsville Convention Center, April 28, 2010

Fatal Abuse in Infancy and Childhood, 13th Annual Trauma Symposium Levels of Life, South Padre Island, March 25th, 2010
University of Texas Pan American Conference on Child Sexual Abuse: Assessment and Intervention", May 12, 2008

Fatal Abuse in Infancy and Childhood; Sudden Infant Death Syndrome; and Death Investigation. 2007 Forensic Symposium, Seminar in Forensic Sciences, South Texas College, Weslaco, TX, Dec. 5, 2007

Sudden Infant Death Syndrome and Shaken Baby Syndrome, Seminar in Forensic Sciences: Child Abuse-Prevention, Investigation, Intervention, South Padre Island, TX, Nov. 3, 2006

Sudden Infant Death Syndrome, Seminar in Forensic Sciences: Child Abuse-Prevention, Investigation, Intervention, South Padre Island, TX, Nov. 5, 2005 and Valley Baptist Health System, Jan. 24, 2006

Death Investigation and Toxicology Related Deaths, Advanced Toxicology Program, University of Texas Health Science Center, San Antonio, TX, Oct. 2004; Valley Baptist Health System, Jan. 25, 2005; The Science Academy of South Texas, Mercedes, TX, June, 2007

Fatal Abuse in Infancy and Childhood, Child Abuse Seminar, Brownsville, TX, October 2000 and Bexar County Medical Examiner's Office, San Antonio, TX, August 2003

Natural Deaths and Deaths Due to Drug Overdose, Wichita State University, Guest Speaker (10/99), Wichita, KS

Urinalysis and Serum Protein Electrophoresis, University of Texas Health Science Center, Pathology Didactic Course, 1997-1998 San Antonio, TX

PRESENTATIONS AND PUBLICATIONS

Farley, NJ, *Hydrogen Sulfide Suicides, Scene Investigation, Body Transportation and Autopsy Findings,* National Association of Medical Examiners, 2013 Annual Meeting, Milwaukee, WI, Oct. 12, 2013

D. Kimberley Molina, MD, Arthur Clarkson, MD, Katherine L. Farley, and **Norma J. Farley**, **MD**, *A Review of Blunt Force Injury Homicides of Children Aged 0 to 5 Years in Bexar County, Texas*, *From 1988 to 2009,* Publication ahead of print: Am J Forensic Med Pathology, 2012 Dec;33(4):344-8
Presentation: *Where's the Shaking? Review of blunt head trauma cases involving infants and children:* National Association of Medical Examiners, 40th Annual Meeting, San Antonio, TX, Oct. 14, 2006

Farley, Norma J. and Ruth E. Kohlmeier*, A Death due to Subinvolution of the Uteroplacental Arteries. A Case Report and Literature Review,* Journal of Forensic Sciences. 2011 May, 56(3): 803-806
Presentation: American Academy of Forensic Science Platform Presentation*,* Annual Meeting, 2/2010*.*

Kunsman GW, Kunsman DM, Presses CL, Garavaglia JC, **Farley NJ.** *A mixed-drug intoxication involving venlafaxine and verapamil*. J Forensic Sci. 2000 Jul; 45(4): 926-8

Tan D, Manchester LC, Reiter RJ, Qi W, Hanes MA, **Farley NJ.** *High physiological levels of melatonin in the bile of mammals*. Life Sci. 1999 Oct 29; 65(23): 2523-9

Farley, NJ, *Carbon Monoxide Levels in Fire Deaths: Dead or Alive?* Speaker: American Academy of Forensic Sciences, Annual Meeting, 2/00

Farley, NJ, D. King, M. Montiel, N. Clare, and F. Craig. *The Value of Flow Cytometry and Cytogenetics in the Diagnosis of Acute Myelogenous Leukemia, FAB Classification M_4 and M_5*
First Place Podium Presentation: Texas Society of Pathologists, 2/98
Second Place Platform Presentations: Texas Medical Association, 4/98

Lovell, M., E. Griffiths, C. Harrison, **N. Farley**. *Neonatal Alloimmune Thrombocytopenia due to Anti-HLA Antibodies Treated with Intravenous Immunoglobulin.*
Presentation: Texas Society of Pathologists, 2/98

Kohlmeier, R., **N. Farley**, B. Smir. *Body Cavity Based Lymphoma: An Unusual Presentation in an HIV Negative Patient.*
Presentation: Texas Society of Pathologists, 2/9

Farley, NJ, T.J. Prihoda, C.L. Gage, J.G. Schwartz. *Evaluation of the Cardiac STATusTM CK-MB/Myoglobin Card Test to Diagnose Acute Myocardial Infarctions in Patients Presenting to the Emergency Room,* Am J Emerg Med, 1997 May;15(3):303-7
Presentation: ASCP/CAP Spring Meeting (1996) and Texas Society of Pathologists (1996).

Farley, NJ, E.B. Griffiths, L. Sinor, C.R. Harrison. *Neonatal Alloimmune Thrombocytopenia due to Anti-HLA Antibody Responding To Intravenous Immunoglobulin*.
Platform Presentation: American Association of Blood Banks, 49th Annual Meeting, Orlando, Florida

King, D., D. Barber, **N. Farley**, J. Harris. *Mucinous Adenocarcinoma Arising from a Suprapubic Cystostomy Site without Bladder Involvement*. The Journal of Spinal Cord Medicine, May 1997, 20:244-246

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

THIS Agreement, made and entered into this _____ day of December, 2016 by and between **HIDALGO COUNTY, TEXAS** (the "County") **and NORMA JEAN FARLEY, M.D.,** an individual engaged in the practice of medicine and specializing in forensic pathology (the "Contractor").

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W I T N E S S E T H:

WHEREAS, the County does not have a medical examiner's office and as such the need exists to contract the services of a pathologist to perform autopsies on an as needed basis;

WHEREAS, the parties recognize that the proper performance of autopsies and the related services requires the supervision and direction of a physician who has the training, experience, and qualifications necessary to practice medicine in the specialty of pathology;

WHEREAS, Contractor was sought by the County to provide turnkey autopsies and related services more particularly described in this Agreement and the "Cost Proposal for Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County, attached hereto as Exhibit "A"; and the Curriculum Vitae of Norma Jean Farley, M.D., attached hereto as Exhibit "B"; all of which are incorporated by reference herein and made a part of this Agreement;

WHEREAS, Hidalgo County has entered into a service contract with Ceballos Funeral Home, Inc. (RFP No. 2010-243-07-06-YZV) for a facility at which the Contractor may perform autopsies for Hidalgo County, which are not performed in the designated County Morgue Facility;

WHEREAS, County has determined that the proper, orderly and efficient delivery of quality autopsy services, as described in this Agreement and Exhibits A, collectively hereinafter referred to as the "Services" to the County, can be accomplished best by contracting with Contractor;

WHEREAS, County has determined that for proper and efficient operation of the Services, the Contractor will provide on call services 24 hours a day and shall provide autopsy services between 8:00 a.m. and 5:00 p.m., Monday through Friday and will have a pathologist, autopsy technician or other employee to be available for after hours calls from law enforcement, transport service, justices of the peace, and the County District Attorney's office as more fully described in this Agreement and in Exhibit "A" attached herein;

WHEREAS, Contractor is willing to accept the responsibility of providing Services to County in accordance with recognized medical standards, and the terms and conditions set forth in this Agreement; and

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the performance of the Services during the term of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual covenants and conditions hereinafter expressed, the parties hereto covenant each with the other, as follows:

1. OBLIGATIONS OF THE CONTRACTOR

Contractor agrees to provide the following services to the County during the term of this Agreement:

1.1 Autopsies. For purposes of this Agreement, an "autopsy" shall include but not be limited to:

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"A post mortem examination of the body of a person, including x-rays (as needed) and an examination of the internal organs and structures after dissection, to determine the cause of death or the nature of any pathological changes that may have contributed to the death and includes removing a sample of body fluids, tissue or organs in order to determine the nature and cause of death even when a complete post mortem examination of the body is not done." Contractor agrees to use proper professional standards and devote the time necessary to provide the Services on an as needed basis.

1.2 Equipment and Supplies. Contractor shall provide the components necessary to perform an autopsy, including but not limited to providing an X-ray machine, an X-ray developer, reference histology lab services and reference toxicology lab services. Contractor agrees to use proper professional standards and devote such time necessary to provide the Services on an as needed basis. Contractor will also provide the following equipment and supplies for the performance of autopsies:

1. Tissue containers (at contracted facility only)
2. Counter top digital scale (for infants)
3. Formalin (at contracted facility only)
4. Camera, digital
5. Large measuring cups (at contracted facility only)
6. Ladles (small) (at contracted facility only)
7. Tea Strainer
8. Colander
9. Autopsy knives (do not need disposable)
10. Rib cutters (at contracted facility only)
11. Mayo dissecting scissors
12. Autopsy Saws (at contracted facility only)
13. Short scissors

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14. Forceps
15. Microscope
16. Histology Laboratory (reference)
17. Toxicology Laboratory (reference)
18. X-ray portable and processor

Any additional equipment and/or supplies necessary to perform the Services identified in this Agreement are the responsibility of the County or Designated Morgue Facility and shall be invoiced separately with supporting documentation showing the need for the additional equipment and supplies, and with prior written approval from the District Attorney's office.

The County has also secured a contract with a third party (RFP No. 2010-243-07-06-YZV) for a facility at which autopsies may be performed. This third party vendor shall be responsible for providing the remaining necessary equipment and supplies to the Contractor for the performance of autopsies not performed at the designated County Morgue Facility.

The equipment and supplies provided by Contractor may change, as necessary and by agreement of the parties, at the time an appropriate County Morgue Facility has been designated.

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1.3 Logistics. Contractor will provide personnel, equipment, and supplies necessary to perform autopsy services as more fully described in this Agreement and Exhibits "A", attached herein. **HOWEVER, UPON DESIGNATATION OF THE COUNTY MORGUE FACILITY AT WHICH THE CONTRACTOR WILL PERFORM AUTOPSIES AND SHOULD THE COUNTY ALSO SECURE NECESSARY**

EQUIPMENT, INSTRUMENTS AND SUPPLIES FOR THE PERFORMANCE OF AUTOPSIES (THROUGH ITS FACILITY VENDOR), THEN THE PARTIES AGREE THAT THE AMOUNT OF THIS AGREEMENT SHALL INCLUDE ONLY THE CONTRACTOR'S SERVICES FOR THE PERFORMANCE OF AUTOPSIES AND RELATED SERVICES AND NOT THE COST OF A FACILITY AND/OR EQUIPMENT, AS MORE FULLY DESCRIBED IN THIS AGREEMENT AND EXHIBIT "A", ATTACHED HEREIN, FOR AUTOPSIES AND RELATED SERVICES PERFORMED AT THE DESIGNATED COUNTY MORGUE FACILITY.

1.4 Administration. The Contractor will communicate with the County regarding the administration of autopsies. Notwithstanding anything herein to the contrary, the County will not have or exercise any control over the manner in which the medical duties of the Contractor are performed as would jeopardize the status of the Contractor as an independent contractor.

1.5 Quality of Care. The Contractor will continually work to improve the quality of and maintain a reasonable cost for autopsies furnished on behalf of the County.

1.6 Records. The Contractor shall, at Contractor's expense, keep or cause to be kept in an adequate filing system, accurate and complete records of each autopsy performed. Such records shall be the property of the County. Upon termination of this Agreement, Contractor agrees to deliver to County all records in its possession pertaining to the Services within thirty (30) days.

1.7 Education. Contractor shall attend conferences and meetings at her own expense, provided such attendance does not impair the performance of her obligations under this Agreement.

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1.8 Availability of Contractor and Commencement of Autopsies. Contractor agrees to provide on call services (24) hours a day and shall provide autopsy services between 8:00 a.m. and 5:00 p.m., Monday through Friday (except on County holidays) and will have a pathologist, autopsy technician, or other employee to be available for after hours calls from law enforcement, transport service, justices of the peace, and the County District Attorney's office as more fully in this Agreement and in Exhibit "A" attached herein.

1.9 Coverage. Contractor will be responsible for making arrangements acceptable to, and at no additional expense to the County, for adequate autopsy coverage during any absence. The County shall not unreasonably withhold acceptance of any such arrangements. Contactor shall remain responsible for the Services at all times during the term of this Agreement. However, the parties agree that the Contractor may have a qualified substitute physician render the Services. Contractor must submit the name of the qualified physician to the County and make all necessary arrangements for the performance of Services should Contractor not be available for a period exceeding forty-eight (48) hours. **FAILURE TO PROVIDE ADEQUATE COVERAGE AS DESCRIBED HEREIN IS AN EVENT FOR WHICH THIS AGREEMENT MAY BE IMMEDIATELY TERMINATED WITHOUT PENALTY.** While this Agreement allows for a qualified substitute physician to render the Services, it is not the intent of the parties to have another forensic pathologist other than Contractor perform the services on a regular basis. Any abuse of this substitute physician provision by Contractor, upon reasonable determination by the District Attorney, shall result in the County having sole discretion to terminate this agreement effective immediately.

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1.10 Method for Providing Service Orders to Contractor. The County shall make all requests for autopsies in writing, either by fax, personal delivery or by documents accompanying the corpse to the autopsy facility.

1.11 Criminal Proceedings. Contractor agrees to testify at the County's request, when necessary, in all criminal proceedings involving homicides and where an autopsy has been performed by the Contractor, or criminal proceeding involving homicides where an autopsy was not performed but materials were reviewed by the Contractor, as required by subpoena, including but not limited to inquest hearings, trials and other judicial processes. Contractor shall also submit to the Hidalgo County District Attorney's Office, written reports including but not limited to all findings from the completed autopsy and all laboratory results. All reports, findings and results shall be submitted no later than thirty (30) business days after an autopsy and all ancillary tests are completed (i.e. toxicology, neuropathology, ballistics, DNA, sexual assault kit, etc.), with preliminary findings to be submitted to the Hidalgo County District Attorney's office or requesting agency within five (5) business days after the performance of an autopsy and/or by agreement of the parties.

1.12 Ethics. Contractor shall insure that in performing services under this Agreement, that all work shall be performed using best and most diligent efforts and professional skills and shall render care in accordance with and in a manner consistent with the highest standards of the specialty of forensic pathology and that all conduct shall be in a manner consistent with the principles of medical ethics and of the American Medical Association.

1.13 Certification. The Contractor shall be board certified in Anatomic and Forensic Pathology and/or by the American Board of Pathology and shall be licensed to practice medicine in the State of Texas.

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2. INSURANCE COVERAGE

2.1 Professional Liability Insurance. At all times during the term of this Agreement, the Contractor will carry professional liability insurance in the amount of $100,000.00/$300,000.00 at Contractor's expense and will provide general liability insurance covering her activities in providing services for the County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et. seq., Texas Civil Practice and Remedies Code. The County shall be named as an Additional Insured under the Contractor's liability insurance policy. The Contractor will provide a certificate of insurance to the County evidencing such coverage and will notify the County immediately if any change in coverage occurs for any reason.

2.2. Automobile Insurance. Contractor shall also provide proof of automobile liability insurance coverage with limits of at least $300,000.00/$500,000.00, consistent with potential exposure to County under the Texas Torts Claims Act. Coverage shall include injury or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder.

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3. CONTRACTOR'S COVENANTS AND WARRANTIES

3.1. Contractor makes the following representations and warranties to County:

3.2 Licensure. Contractor is duly licensed to practice medicine in the State of Texas and is board eligible or certified in the field of Anatomic and Forensic Pathology.

3.3 Suspension of License. Contactor has not practiced medicine in any state in which her license has ever been suspended or revoked.

3.4 Discipline. Contractor has never been reprimanded, sanctioned, or disciplined by a licensing board or state or local medical society or specialty board.

3.5 Malpractice Judgment. There has never been entered against Contractor a final judgment in a malpractice action having an aggregate award to the plaintiff in excess of $10,000.00.

3.6 Settlement. No action based on an allegation of malpractice by Contractor has ever been settled by payment to the plaintiff of an aggregate amount in excess of $10,000.00.

3.7 Membership Denial. Contractor has never been denied membership or re-appointment of membership on the medical staff of any hospital, and no hospital medical staff membership or clinical privileges of Contractor have ever been suspended, curtailed, or revoked.

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4. OBLIGATIONS OF THE COUNTY

4.1 The County shall be obligated to provide a facility for purposes of allowing Contractor to fulfill her obligations under this Agreement.

4.2 At the time a dedicated County Morgue Facility is established, the County shall provide the available funding to secure necessary personnel and/or staff and equipment as required by this Agreement and described herein and in Exhibit “A”.

4.3 Contractor agrees to make serving the County her medical practice priority. Contractor may practice at other institutions and locations when, in the reasonable opinion of the County, such other medical practice does not impair the

fulfillment of her obligations under this Agreement or diminish the quality of service received by Hidalgo County. If, in the reasonable opinion of the County, the provision of Services are impaired or diminish due to another medical practice of the Contractor, then the County may unilaterally terminate this Agreement immediately without penalty.

4.4 Delivery of Corpses. The County, through a third party vendor (RFB. 2010-003-09-28-YZV), shall be responsible for the transport and delivery of corpses to the facility where autopsies shall be performed. The transport and/or delivery of the corpses shall not be the responsibility of the Contractor.

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5. PARTIES' RELATIONSHIP

5.1 Relationship of the Parties. Contractor, at all times will act as an Independent Contractor providing the Services and will not act or hold herself out to third parties as an employee or agent of County in the provision of the Services under this Agreement. The County shall not control how the results or the details of the Services are provided and/or achieved. As an Independent Contractor, Contractor shall supply her own tools, equipment, materials, supplies and/or labor as may be necessary to complete the Services (as specified in paragraphs 1.2 above) and shall not rely on or require the County to supply any of the above, unless otherwise specified in this Agreement.

6. TAXES AND BENEFITS

6.1 County will not withhold income tax or Social Security tax on behalf of the Contractor or any of Contractors partners, employees, subcontractors, or agents. In addition, none of the foregoing will have any claim under this Agreement or otherwise

against the County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. The Contractor will have exclusive responsibility for the payment of all such taxes and arrangement for insurance coverage and will discharge such responsibility fully.

7. INCURRING FINANCIAL OBLIGATION

7.1 Contractor will incur no financial obligation on behalf of the County without prior written approval of the County. Contractor will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings.

8. OTHER PERSONNEL

8.1 All salaries, wages, taxes, insurance, worker's compensation insurance and other expenses and benefits incidental to the employment of physicians, non-physicians or other personnel by the Contractor will be the responsibility and obligation of the Contractor, until such time as the County designates the County Morgue Facility.

9. CONSULTATION

9.1 **Consultation**. While this Agreement is in effect, the parties intend that the Contractor shall be the exclusive source of performing the Services for the County. However, the County may allow another pathologist to perform the Services in the event the Contractor is absent or may not be available for a period exceeding forty-eight (48) hours.

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10. FEES

10.1 Fees. The Contractor shall be compensated in accordance with the Cost Proposal attached hereto in Exhibit "A". This fee schedule may be amended only by the mutual written agreement of the Contractor and the County. The Contractor will bill and collect fees only for actual Services performed on behalf of the County in accordance with the specifications. The County will pay Contractor no later than thirty (30) days from the time the County is invoiced for the Services.

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11. NON-DISCRIMINATION

11.1 Contractor will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing Services under this Agreement or in the selection of physicians or non-physician employees, or independent contractors.

12. REGULATORY REQUIREMENTS

12.1 Contractor will perform the Services at all times in compliance with federal, state, and local laws, rules, regulations and all currently accepted and approved methods and practices of the professional specialty of forensic pathology.

13. INDEMNIFICATION

13.1 THE CONTRACTOR WILL INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, LIABILITY, AND EXPENSES (INCLUDING COSTS OF JUDGMENTS, SETTLEMENTS, COURT COSTS, AND

ATTORNEYS' FEES, REGARDLESS OF THE OUTCOME OF SUCH CLAIM OR ACTION) CAUSED BY, RESULTING FROM, OR ALLEGING NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OR ANY FAILURE TO PERFORM ANY OBLIGATION UNDERTAKEN OR ANY COVENANT IN THIS AGREEMENT, WHETHER SUCH ACT, OMISSION, OR FAILURE WAS THE CONTRACTOR'S OR THAT OF ANY PERSON PROVIDING SERVICES HEREUNDER THROUGH OR FOR THE CONTRACTOR TO THE EXTENT CONTRACTOR'S LIABILITY CARRIER PROVIDES A DEFENSE AND INDEMNITY. UPON WRITTEN NOTICE FROM THE COUNTY, THE CONTRACTOR WILL RESIST AND DEFEND, AND BY COUNSEL REASONABLY SATISFACTORY TO COUNTY, ANY SUCH CLAIM OR ACTION. THE CONTRACTOR WILL CARRY PROPER INSURANCE WITH THE COUNTY AS AN ADDITIONAL NAMED INSURED, AS PROVIDED IN PARAGRAPH 2.1 ABOVE.

13.2 To the extent provided for by law, the County will indemnify and hold the Contractor harmless from any and all claims, actions, liability, or expenses (including costs of settlements, judgments, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging the negligent or intentional actions or omissions of the County, its employees or any failure to perform any obligation undertaken or any covenant made by the County under this Agreement.

14. TERMINATION OF AGREEMENT

14.1 Term. The initial term of this Agreement shall be twenty-four (24) months commencing December 20, 2016~~3~~, and ending on December 20, 2017~~5~~.

14.2 Renewal Option. The County shall have the sole option to extend this Agreement for no more than two additional one (1) year terms under the same fees, rates, terms and conditions or as amended by written agreement between the County and the Contractor. County shall provide the Contractor a minimum of sixty (60) days

notice of its intent to renew this Agreement for the additional one (1) year terms.

14.3 Termination with Cause.

A. Termination by County. The County may terminate this Agreement immediately upon the occurrence of any of the following events:

(1) To the extent provided under the law, any conduct of the Contractor which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the County.

(2) The failure of Contractor to provide coverage as required by Section 1.8 (Coverage) herein.

(3) The resignation, expulsion, suspension, disciplining of Contractor or the loss of privileges as a forensic pathologist; the loss of Contractor's professional medical licenses; the loss of Contractor's pathologist board certification in the field of forensic pathology; or the loss of or failure to provide evidence of liability insurance, as required by Section 2.1 (Insurance) herein.

(4) The conviction of the Contractor of any crime punishable as a felony involving moral turpitude or immoral conduct.

(5) The death of Contractor or the occurrence of illness or injury reasonably likely to lead to the inability of Contractor to personally perform services under this Agreement for a period in excess of thirty (120) days.

(6) The failure of Contractor immediately to bar any individual from performing services under this Agreement, if such individual does not meet the qualifications required by this Agreement, if such individual commits a material breach of one of the terms of this Agreement, or if one of the events listed in (1) through (4) above occurs with respect to such individual.

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(7) In addition, if the Contractor commits a material breach of any of the terms of this Agreement, other than those listed in subsections (1) through (6) above, then the County may terminate this Agreement upon no less than thirty (30) days written notice.

(B). Termination by Contractor. In the event the County breaches any material term of this Agreement, then the Contractor may terminate this Agreement upon no less than thirty (30) days written notice.

14.4 Termination without Cause. The parties may terminate this Agreement without cause upon no less than sixty (60) days written notice.

14.5 Termination by mutual agreement. In the event a Medical Examiner System is established by the County, this Agreement will be terminated.

14.6 Non-Interference. Following the expiration of this Agreement or its termination with or without cause, Contractor shall not interfere with any County contract with any other individual or entity for the provision of the Services.

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15. NOTICES

15.1 Notice. Any notices or payments permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or to such other persons and address as either party may designate in writing:

If to the Contractor: Norma Jean Farley, M.D.
3100-A S. Bus. Hwy. 281
Edinburg, Texas 78539

If to County: Ramon Garcia County Judge
100 E. Cano
Edinburg, Texas 78540

16. LAW

THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND IS PERFORMABLE IN HIDALGO COUNTY, TEXAS.

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17. NO IMPLIED WAIVER

Any waiver of enforcement of any provision or waiver of any breach of this Agreement, whether or not recurring, shall not be construed as a waiver of any subsequent enforcement or breach.

18. COMMITMENT OF CURRENT REVENUES

18.1 In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex.Loc. Govt. Code Ann. § 271.903.

19. SEVERABILITY

The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

20. ASSIGNABILITY

The Contractor may not assign Contractor's rights or obligations under this Agreement without the County's written consent. Any assignment in violation of this provision shall give the County the right to terminate this Agreement immediately, upon written notice to the Contractor.

DRAFT

21. AMENDMENTS

Any amendments to this Agreement will be effective only if in writing and signed by the County and the Contractor.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

23. NO WAIVER

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

24. VARIATIONS OF PRONOUNS

All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

25. AUTHORIZATION FOR AGREEMENT

The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Contractor and County in accordance with its terms.

DRAFT

WITNESS THE HANDS OF THE PARTIES on this the ___ day of _____, 20___.

_____
Norma Jean Farley, M.D.

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTESTED

_____
Arturo Guajardo, Jr, County Clerk

DRAFT

Approved as to Form:
Office of Criminal District Attorney

_____
By: ~~Victor M. Garza~~
Assistant District Attorney-County Affairs

Zimbra **darlene.betancourt@co.hidalgo.tx.us**

Service Contract

From : Victor Garza <victor.garza@da.co.hidalgo.tx.us> Wed, Nov 16, 2016 11:54 AM

Subject : Service Contract 1 attachment

To : Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>, Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Ms. Betancourt,

please see revised attached Service Contract with regard to NJ Farley autopsy services. Subject to included revisions, our office approves as to the form of the contract.

thank you.

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 East Cano Street
Edinburg, Texas 78539

(956) 292-7609 EXT. 8185
(956) 292-7619 FAX
victor.garza@da.co.hidalgo.tx.us

****

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2016.NJFContractForServices.docx
40 KB

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STATE OF TEXAS §

§

COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

C-16-380-11-22

THIS Agreement, made and entered into this _____ day of _____, 2016 by and between **HIDALGO COUNTY, TEXAS** (the "County") **and NORMA JEAN FARLEY, M.D.,** an individual engaged in the practice of medicine and specializing in forensic pathology (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County does not have a medical examiner's office and as such the need exists to contract the services of a pathologist to perform autopsies on an as needed basis;

WHEREAS, the parties recognize that the proper performance of autopsies and the related services requires the supervision and direction of a physician who has the training, experience, and qualifications necessary to practice medicine in the specialty of pathology;

WHEREAS, Contractor was sought by the County to provide turnkey autopsies and related services more particularly described in this Agreement and the "Cost Proposal for Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County, attached hereto as Exhibit "A"; and the Curriculum Vitae of Norma Jean Farley, M.D., attached hereto as Exhibit "B"; all of which are incorporated by reference herein and made a part of this Agreement;

WHEREAS, Hidalgo County has entered into a service contract with Ceballos Funeral Home, Inc. (RFP No. 2010-243-07-06-YZV) for a facility at which the Contractor may perform autopsies for Hidalgo County, which are not performed in the designated County Morgue Facility;

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WHEREAS, County has determined that the proper, orderly and efficient delivery of quality autopsy services, as described in this Agreement and Exhibits A, collectively hereinafter referred to as the "Services" to the County, can be accomplished best by contracting with Contractor;

WHEREAS, County has determined that for proper and efficient operation of the Services, the Contractor will provide on call services 24 hours a day and shall provide autopsy services between 8:00 a.m. and 5:00 p.m., Monday through Friday and will have a pathologist, autopsy technician or other employee to be available for after hours calls from law enforcement, transport service, justices of the peace, and the County District Attorney's office as more fully described in this Agreement and in Exhibit "A" attached herein;

WHEREAS, Contractor is willing to accept the responsibility of providing Services to County in accordance with recognized medical standards, and the terms and conditions set forth in this Agreement; and

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the performance of the Services during the term of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual covenants and conditions hereinafter expressed, the parties hereto covenant each with the other, as follows:

1. OBLIGATIONS OF THE CONTRACTOR

Contractor agrees to provide the following services to the County during the term of this Agreement:

1.1 Autopsies. For purposes of this Agreement, an "autopsy" shall include but not be limited to:

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"A post mortem examination of the body of a person, including x-rays (as needed) and an examination of the internal organs and structures after dissection, to determine the cause of death or the nature of any pathological changes that may have contributed to the death and includes removing a sample of body fluids, tissue or organs in order to determine the nature and cause of death even when a complete post mortem examination of the body is not done." Contractor agrees to use proper professional standards and devote the time necessary to provide the Services on an as needed basis.

1.2 Equipment and Supplies. Contractor shall provide the components necessary to perform an autopsy, including but not limited to providing an X-ray machine, an X-ray developer, reference histology lab services and reference toxicology lab services. Contractor agrees to use proper professional standards and devote such time necessary to provide the Services on an as needed basis. Contractor will also provide the following equipment and supplies for the performance of autopsies:

1. Tissue containers (at contracted facility only)
2. Counter top digital scale (for infants)
3. Formalin (at contracted facility only)
4. Camera, digital
5. Large measuring cups (at contracted facility only)
6. Ladles (small) (at contracted facility only)
7. Tea Strainer
8. Colander
9. Autopsy knives (do not need disposable)
10. Rib cutters (at contracted facility only)
11. Mayo dissecting scissors
12. Autopsy Saws (at contracted facility only)
13. Short scissors
14. Forceps

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15. Microscope
16. Histology Laboratory (reference)
17. Toxicology Laboratory (reference)
18. X-ray portable and processor

Any additional equipment and/or supplies necessary to perform the Services identified in this Agreement are the responsibility of the County or Designated Morgue Facility and shall be invoiced separately with supporting documentation showing the need for the additional equipment and supplies, and with prior written approval from the District Attorney's office.

The County has also secured a contract with a third party (RFP No. 2010-243-07-06-YZV) for a facility at which autopsies may be performed. This third party vendor shall be responsible for providing the remaining necessary equipment and supplies to the Contractor for the performance of autopsies not performed at the designated County Morgue Facility.

The equipment and supplies provided by Contractor may change, as necessary and by agreement of the parties, at the time an appropriate County Morgue Facility has been designated.

1.3 Logistics. Contractor will provide personnel, equipment, and supplies necessary to perform autopsy services as more fully described in this Agreement and Exhibits "A", attached herein. **HOWEVER, UPON DESIGNATATION OF THE COUNTY MORGUE FACILITY AT WHICH THE CONTRACTOR WILL PERFORM AUTOPSIES AND SHOULD THE COUNTY ALSO SECURE NECESSARY EQUIPMENT, INSTRUMENTS AND SUPPLIES FOR THE PERFORMANCE OF AUTOPSIES (THROUGH ITS FACILITY VENDOR), THEN THE PARTIES AGREE**

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THAT THE AMOUNT OF THIS AGREEMENT SHALL INCLUDE ONLY THE CONTRACTOR'S SERVICES FOR THE PERFORMANCE OF AUTOPSIES AND RELATED SERVICES AND NOT THE COST OF A FACILITY AND/OR EQUIPMENT, AS MORE FULLY DESCRIBED IN THIS AGREEMENT AND EXHIBIT "A", ATTACHED HEREIN, FOR AUTOPSIES AND RELATED SERVICES PERFORMED AT THE DESIGNATED COUNTY MORGUE FACILITY.

1.4 Administration. The Contractor will communicate with the County regarding the administration of autopsies. Notwithstanding anything herein to the contrary, the County will not have or exercise any control over the manner in which the medical duties of the Contractor are performed as would jeopardize the status of the Contractor as an independent contractor.

1.5 Quality of Care. The Contractor will continually work to improve the quality of and maintain a reasonable cost for autopsies furnished on behalf of the County.

1.6 Records. The Contractor shall, at Contractor's expense, keep or cause to be kept in an adequate filing system, accurate and complete records of each autopsy performed. Such records shall be the property of the County. Upon termination of this Agreement, Contractor agrees to deliver to County all records in its possession pertaining to the Services within thirty (30) days.

1.7 Education. Contractor shall attend conferences and meetings at her own expense, provided such attendance does not impair the performance of her obligations under this Agreement.

1.8 Availability of Contractor and Commencement of Autopsies. Contractor agrees to provide on call services (24) hours a day and shall provide autopsy

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services between 8:00 a.m. and 5:00 p.m., Monday through Friday (except on County holidays) and will have a pathologist, autopsy technician, or other employee to be available for after hours calls from law enforcement, transport service, justices of the peace, and the County District Attorney's office as more fully in this Agreement and in Exhibit "A" attached herein.

1.9 Coverage. Contractor will be responsible for making arrangements acceptable to, and at no additional expense to the County, for adequate autopsy coverage during any absence. The County shall not unreasonably withhold acceptance of any such arrangements. Contactor shall remain responsible for the Services at all times during the term of this Agreement. However, the parties agree that the Contractor may have a qualified substitute physician render the Services. Contractor must submit the name of the qualified physician to the County and make all necessary arrangements for the performance of Services should Contractor not be available for a period exceeding forty-eight (48) hours. **FAILURE TO PROVIDE ADEQUATE COVERAGE AS DESCRIBED HEREIN IS AN EVENT FOR WHICH THIS AGREEMENT MAY BE IMMEDIATELY TERMINATED WITHOUT PENALTY.** While this Agreement allows for a qualified substitute physician to render the Services, it is not the intent of the parties to have another forensic pathologist other than Contractor perform the services on a regular basis. Any abuse of this substitute physician provision by Contractor, upon reasonable determination by the District Attorney, shall result in the County having sole discretion to terminate this agreement effective immediately.

1.10 Method for Providing Service Orders to Contractor. The County shall make all requests for autopsies in writing, either by fax, personal delivery or by documents accompanying the corpse to the autopsy facility.

1.11 Criminal Proceedings. Contractor agrees to testify at the County's request, when necessary, in all criminal proceedings involving homicides and where an

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autopsy has been performed by the Contractor, or criminal proceeding involving homicides where an autopsy was not performed but materials were reviewed by the Contractor, as required by subpoena, including but not limited to inquest hearings, trials and other judicial processes. Contractor shall also submit to the Hidalgo County District Attorney's Office, written reports including but not limited to all findings from the completed autopsy and all laboratory results. All reports, findings and results shall be submitted no later than thirty (30) business days after an autopsy and all ancillary tests are completed (i.e. toxicology, neuropathology, ballistics, DNA, sexual assault kit, etc.), with preliminary findings to be submitted to the Hidalgo County District Attorney's office or requesting agency within five (5) business days after the performance of an autopsy and/or by agreement of the parties.

1.12 Ethics. Contractor shall insure that in performing services under this Agreement, that all work shall be performed using best and most diligent efforts and professional skills and shall render care in accordance with and in a manner consistent with the highest standards of the specialty of forensic pathology and that all conduct shall be in a manner consistent with the principles of medical ethics and of the American Medical Association.

1.13 Certification. The Contractor shall be board certified in Anatomic and Forensic Pathology and/or by the American Board of Pathology and shall be licensed to practice medicine in the State of Texas.

2. INSURANCE COVERAGE

2.1 Professional Liability Insurance. At all times during the term of this Agreement, the Contractor will carry professional liability insurance in the amount of $100,000.00/$300,000.00 at Contractor's expense and will provide general liability insurance covering her activities in providing services for the County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et.

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seq., Texas Civil Practice and Remedies Code. The County shall be named as an Additional Insured under the Contractor's liability insurance policy. The Contractor will provide a certificate of insurance to the County evidencing such coverage and will notify the County immediately if any change in coverage occurs for any reason.

2.2. Automobile Insurance. Contractor shall also provide proof of automobile liability insurance coverage with limits of at least $300,000.00/$500,000.00, consistent with potential exposure to County under the Texas Torts Claims Act. Coverage shall include injury or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder.

3. CONTRACTOR'S COVENANTS AND WARRANTIES

3.1. Contractor makes the following representations and warranties to County:

3.2 Licensure. Contractor is duly licensed to practice medicine in the State of Texas and is board eligible or certified in the field of Anatomic and Forensic Pathology.

3.3 Suspension of License. Contactor has not practiced medicine in any state in which her license has ever been suspended or revoked.

3.4 Discipline. Contractor has never been reprimanded, sanctioned, or disciplined by a licensing board or state or local medical society or specialty board.

3.5 Malpractice Judgment. There has never been entered against Contractor a final judgment in a malpractice action having an aggregate award to the plaintiff in excess of $10,000.00.

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3.6 Settlement. No action based on an allegation of malpractice by Contractor has ever been settled by payment to the plaintiff of an aggregate amount in excess of $10,000.00.

3.7 Membership Denial. Contractor has never been denied membership or re-appointment of membership on the medical staff of any hospital, and no hospital medical staff membership or clinical privileges of Contractor have ever been suspended, curtailed, or revoked.

4. OBLIGATIONS OF THE COUNTY

4.1 The County shall be obligated to provide a facility for purposes of allowing Contractor to fulfill her obligations under this Agreement.

4.2 At the time a dedicated County Morgue Facility is established, the County shall provide the available funding to secure necessary personnel and/or staff and equipment as required by this Agreement and described herein and in Exhibit "A".

4.3 Contractor agrees to make serving the County her medical practice priority. Contractor may practice at other institutions and locations when, in the reasonable opinion of the County, such other medical practice does not impair the fulfillment of her obligations under this Agreement or diminish the quality of service received by Hidalgo County. If, in the reasonable opinion of the County, the provision of Services are impaired or diminish due to another medical practice of the Contractor, then the County may unilaterally terminate this Agreement immediately without penalty.

4.4 Delivery of Corpses. The County, through a third party vendor (RFB. 2010-003-09-28-YZV), shall be responsible for the transport and delivery of corpses to

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the facility where autopsies shall be performed. The transport and/or delivery of the corpses shall not be the responsibility of the Contractor.

5. PARTIES' RELATIONSHIP

5.1 Relationship of the Parties. Contractor, at all times will act as an Independent Contractor providing the Services and will not act or hold herself out to third parties as an employee or agent of County in the provision of the Services under this Agreement. The County shall not control how the results or the details of the Services are provided and/or achieved. As an Independent Contractor, Contractor shall supply her own tools, equipment, materials, supplies and/or labor as may be necessary to complete the Services (as specified in paragraphs 1.2 above) and shall not rely on or require the County to supply any of the above, unless otherwise specified in this Agreement.

6. TAXES AND BENEFITS

6.1 County will not withhold income tax or Social Security tax on behalf of the Contractor or any of Contractors partners, employees, subcontractors, or agents. In addition, none of the foregoing will have any claim under this Agreement or otherwise against the County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. The Contractor will have exclusive responsibility for the payment of all such taxes and arrangement for insurance coverage and will discharge such responsibility fully.

7. INCURRING FINANCIAL OBLIGATION

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7.1 Contractor will incur no financial obligation on behalf of the County without prior written approval of the County. Contractor will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings.

8. OTHER PERSONNEL

8.1 All salaries, wages, taxes, insurance, worker's compensation insurance and other expenses and benefits incidental to the employment of physicians, non-physicians or other personnel by the Contractor will be the responsibility and obligation of the Contractor, until such time as the County designates the County Morgue Facility.

9. CONSULTATION

9.1 **Consultation**. While this Agreement is in effect, the parties intend that the Contractor shall be the exclusive source of performing the Services for the County. However, the County may allow another pathologist to perform the Services in the event the Contractor is absent or may not be available for a period exceeding forty-eight (48) hours.

10. FEES

10.1 **Fees**. The Contractor shall be compensated in accordance with the Cost Proposal attached hereto in Exhibit "A". This fee schedule may be amended only by the mutual written agreement of the Contractor and the County. The Contractor will bill and collect fees only for actual Services performed on behalf of the County in accordance with the specifications. The County will pay Contractor no later than thirty (30) days from the time the County is invoiced for the Services.

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11. NON-DISCRIMINATION

11.1 Contractor will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing Services under this Agreement or in the selection of physicians or non-physician employees, or independent contractors.

12. REGULATORY REQUIREMENTS

12.1 Contractor will perform the Services at all times in compliance with federal, state, and local laws, rules, regulations and all currently accepted and approved methods and practices of the professional specialty of forensic pathology.

13. INDEMNIFICATION

13.1 THE CONTRACTOR WILL INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, LIABILITY, AND EXPENSES (INCLUDING COSTS OF JUDGMENTS, SETTLEMENTS, COURT COSTS, AND ATTORNEYS' FEES, REGARDLESS OF THE OUTCOME OF SUCH CLAIM OR ACTION) CAUSED BY, RESULTING FROM, OR ALLEGING NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OR ANY FAILURE TO PERFORM ANY OBLIGATION UNDERTAKEN OR ANY COVENANT IN THIS AGREEMENT, WHETHER SUCH ACT, OMISSION, OR FAILURE WAS THE CONTRACTOR'S OR THAT OF ANY PERSON PROVIDING SERVICES HEREUNDER THROUGH OR FOR THE CONTRACTOR TO THE EXTENT CONTRACTOR'S LIABILITY CARRIER PROVIDES A DEFENSE AND INDEMNITY. UPON WRITTEN NOTICE FROM THE COUNTY, THE CONTRACTOR WILL RESIST AND DEFEND, AND BY COUNSEL

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REASONABLY SATISFACTORY TO COUNTY, ANY SUCH CLAIM OR ACTION. THE CONTRACTOR WILL CARRY PROPER INSURANCE WITH THE COUNTY AS AN ADDITIONAL NAMED INSURED, AS PROVIDED IN PARAGRAPH 2.1 ABOVE.

13.2 To the extent provided for by law, the County will indemnify and hold the Contractor harmless from any and all claims, actions, liability, or expenses (including costs of settlements, judgments, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging the negligent or intentional actions or omissions of the County, its employees or any failure to perform any obligation undertaken or any covenant made by the County under this Agreement.

14. TERMINATION OF AGREEMENT

14.1 Term. The initial term of this Agreement shall be thirty-six (36) months commencing December 20, 2016, and ending on December 20, 2019.

14.2 Renewal Option. The County shall have the sole option to extend this Agreement for no more than two additional one (1) year terms under the same fees, rates, terms and conditions or as amended by written agreement between the County and the Contractor. County shall provide the Contractor a minimum of sixty (60) days notice of its intent to renew this Agreement for the additional one (1) year terms.

14.3 Termination with Cause.

A. Termination by County. The County may terminate this Agreement immediately upon the occurrence of any of the following events:

(1) To the extent provided under the law, any conduct of the Contractor which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the County.

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(2) The failure of Contractor to provide coverage as required by Section 1.8 (Coverage) herein.

(3) The resignation, expulsion, suspension, disciplining of Contractor or the loss of privileges as a forensic pathologist; the loss of Contractor's professional medical licenses; the loss of Contractor's pathologist board certification in the field of forensic pathology; or the loss of or failure to provide evidence of liability insurance, as required by Section 2.1 (Insurance) herein.

(4) The conviction of the Contractor of any crime punishable as a felony involving moral turpitude or immoral conduct.

(5) The death of Contractor or the occurrence of illness or injury reasonably likely to lead to the inability of Contractor to personally perform services under this Agreement for a period in excess of thirty (120) days.

(6) The failure of Contractor immediately to bar any individual from performing services under this Agreement, if such individual does not meet the qualifications required by this Agreement, if such individual commits a material breach of one of the terms of this Agreement, or if one of the events listed in (1) through (4) above occurs with respect to such individual.

(7) In addition, if the Contractor commits a material breach of any of the terms of this Agreement, other than those listed in subsections (1) through (6) above, then the County may terminate this Agreement upon no less than thirty (30) days written notice.

(B). Termination by Contractor. In the event the County breaches any material term of this Agreement, then the Contractor may terminate this Agreement upon no less than thirty (30) days written notice.

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14.4 Termination without Cause. The parties may terminate this Agreement without cause upon no less than sixty (60) days written notice.

14.5 Termination by mutual agreement. In the event a Medical Examiner System is established by the County, this Agreement will be terminated.

14.6 Non-Interference. Following the expiration of this Agreement or its termination with or without cause, Contractor shall not interfere with any County contract with any other individual or entity for the provision of the Services.

15. NOTICES

15.1 Notice. Any notices or payments permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or to such other persons and address as either party may designate in writing:

If to the Contractor:	Norma Jean Farley, M.D. 3100-A S. Bus. Hwy. 281 Edinburg, Texas 78539
If to County:	Ramon Garcia County Judge 100 E. Cano Edinburg, Texas 78540

16. LAW

THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND IS PERFORMABLE IN HIDALGO COUNTY, TEXAS.

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17. NO IMPLIED WAIVER

Any waiver of enforcement of any provision or waiver of any breach of this Agreement, whether or not recurring, shall not be construed as a waiver of any subsequent enforcement or breach.

18. COMMITMENT OF CURRENT REVENUES

18.1 In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex.Loc. Govt. Code Ann. § 271.903.

19. SEVERABILITY

The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

20. ASSIGNABILITY

The Contractor may not assign Contractor's rights or obligations under this Agreement without the County's written consent. Any assignment in violation of this

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provision shall give the County the right to terminate this Agreement immediately, upon written notice to the Contractor.

21. AMENDMENTS

Any amendments to this Agreement will be effective only if in writing and signed by the County and the Contractor.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

23. NO WAIVER

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

24. VARIATIONS OF PRONOUNS

All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

25. AUTHORIZATION FOR AGREEMENT

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The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Contractor and County in accordance with its terms.

WITNESS THE HANDS OF THE PARTIES on this the ___ day of _____, 20___.

_____
Norma Jean Farley, M.D.

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTESTED

_____
Arturo Guajardo, Jr, County Clerk

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Approved as to Form:
Office of Criminal District Attorney

_____
By: Victor M. Garza
Assistant District Attorney

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AI-57259 **Purchasing Department** **18. A. 5.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Presentation and action in connection with the sole response received from Lewis & Ellis Actuaries" for RFP 2016-215-09-28-YZV-"Actuarial Consulting Services for GASB 43 and/or 45" for the purpose of Hidalgo County Commissioners' Court ranking as "qualified" [meeting the criteria] in order to continue to the next phase-negotiation process;

b. Requesting authority for Purchasing department to negotiate with the sole "qualified" respondent "Lewis & Ellis Actuaries" in order to finalize a contract for consideration and award.

BACKGROUND

9 Packets requested
Sole Response
Evaluation Committee: 1) Angelica Tapia 2) Rey Salazar 3) Linda Fong

---

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding would need to be identified at time final agreement is presented for action to HCCC.

Attachments

Participation Log
Acceptance Sheet-Sign In
Scoring Grid for Award
None-Conflict Disclosure Forms-Evaluators

Form Review

Inbox	Reviewed By	Date

Purchasing Department	Marty Salazar	11/09/2016 04:13 PM
Budget & Management	Veronica Ortiz	11/09/2016 04:16 PM
Final Approval	Monica Badillo	11/18/2016 05:28 PM

Form Started By: Yolanda Velasquez Started On: 11/08/2016 01:22 PM

Final Approval Date: 11/18/2016

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

RFP OPENING DATE: September 28, 2016 RFP OPENING TIME: 9:30 A.M.

DEPARTMENT/PROJECT DESCRIPTION: "Actuarial Consulting Services for Part 1-GASB and/or 45Valuation Analysis" – H C RFP NO.: 2016-215-09-28-YZV

	NAME OF VENDOR: COMPANY/FIRM	RFP REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1	Lewis & Ellis Actuaries Consultants	BLM	balbritton@lewisellis.com aloiben@lewisellis.com YZV	09/12/16	P.O. Box 851857 Richardson, TX 75085-1857 Tel: 972-850-0850
2	AMI Risk Consultants, Inc Leendolph Llyod Te	EM	Llrte.ami@gmail.com YZV	09/12/16	
3	Open Minds Samantha Messina	EM	rfphotline@openminds.com YZV	09/13/16	163 York Street Gettysburg, PA17235 Tel: 717-334-1329
4	Foster & Foster Actuaries & Consultants Geena Zaval	EM	Geena.zaval@foster-foster.com YZV	09/13/16	One Oakbrook Terrace Ste 720 Oakbrook Terrace, IL 60181 Tel: 630-620-0200
5	InfoTech Rakhi Patil	EM	Tenderingauthority400@gmail.com YZV	09/13/16	Mumbai, India-401107 Tel: 91-22-28555551
6	Bickmore Mona Hedin	EM	mhedin@bickmore.net YZV	09/13/16	1750 Creekside Oaks Dr Ste 200 Sacramento, CA 95833 Tel: 800-541-4591
7	Onvia Jacqueline Sessa	EM	jsessa@onvia.com YZV	09/13/16	509 Olive Way Seattle, WA 98101 Tel: 206-373-9150
8	Arthur J. Gallagher & Co. Kandace Stepchinski	EM	Kandace_stepchinski@ajg.com YZV	09/16/16	San Antonio, TX Tel: 210-348-4137
9	Aquarius Capital Machael Frank	EM	Michael.frank@aquariuscapital.com YZV	09/26/16	110 Betsy Brown RD Port Chester, NY 10573 Tel: 914-933-0063
10					
11					
12					

***VIA:** **BIDDER LIST MAIL OUT (BLM)** **IN PERSON (IP)**
E-MAIL (EM) **TELEPHONE REQUEST (TR)**

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

PROPOSAL ACCEPTANCE DATE: SEPTEMBER 28, 2016 | **PROPOSAL ACCEPTANCE TIME:** 9:30 A.M.

DESCRIPTION OF RFP: HIDALGO COUNTY –"ACTUARIAL CONSULTING SERVICES"

RFP NO: 2016-215-09-28-YZV | **BUYER: Yolanda Velasquez**

RFP	NAME OF COMPANY	ACKNOWLEDGED
#1	Lewis & Ellis	1-original 7-copies
#2		
#3		
#4		
#5		
#6		
#7		
#8		

Hidalgo County Purchasing Department

Bid Opening Sign-In Sheet

Date: September 28, 2016

	Please Print Name	Company Name
1.	Tanya De Lira	Hidalgo County Purchasing Dept.
2.	Norma Cantu	Co. Clerk
3.	Letty Saenz	HCPD
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

	Bid #	Description
1.	2016-307A-09-28-SMA	VENDING MACHINE SERVICES
2.	2016-215-09-28-YZV	ACTUARIAL CONSULTING SERVICES
3.		
4.		

HIDALGO COUNTY

"Actuarial Consulting Services"
RFP № 2016-215-09-28-YZV
SCORING GRID

EVALUATION CRITERIA	PROPOSER		
	Lewis & Ellis, Inc.		
	GRADERS		
	1	2	3
Firm Qualifications and Staffing of Project Team (10)	10	9	10
Understanding of Project/Similar Projects (40)	39	36	40
Experience of Project Team/Ability to Commit Resources (40)	40	36	40
Cost Fees (10)	5	8	5
Total	94	89	95
TOTAL SCORES	278		
AVERAGE	**92.67**		
Designated/Approved by CC as "Qualified" to proceed with negotiation phase of procurement process.	Yes_____	No_____	

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Linda Fong

Title/Position: First Assistant County Auditor

Contract for Goods/Services: Actuarial Consulting Services RFP 2016-215-09-18-Y2V

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. Lee Actuaries & Consultants
2. _____
3. _____
4. _____

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: Date:

Linda Fong 11-3-16

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Angélica M. Tapia

Title/Position: Accountant IV

Contract for Goods/Services: Hlth Ben Actuarial Consulting Srvs

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. Lewis & Ellis Actuaries & Consultants
2. _____
3. _____
4. _____

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: Date:

10/31/14

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Rey Salazar

Title/Position: Director - DBM

Contract for Goods/Services: Actuarial Consulting Services

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. Lewis & Ellis
2. _____
3. _____
4. _____

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: Rey Salazar

Date: 11/8/16

AI-57203 **Purchasing Department** **18. A. 6.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting approval to change the name on current lease agreement with/from Triple R Medical Facilities, Ltd. to new owner, CHCT Texas, LLC. (C-13-177-07-23)

b. Approval to exercise the County's option to extend, in an amendment form, for a one (1) year term under contract #C-13-177-07-23 with CHCT Texas, LLC, for Lease Office Space for Urban County Program, under the same rates, terms & conditions subject to compliance with HB1295 & HB23 if and when applicable

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-463-00-250-001-0-441

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

BUDGETARY IMPACT:

funds available as of 11-18-16; 2017 adopted budget is $101,000.00

Attachments

Lease Assignment-CHCT Texas, LLC
Lease Extension-Amendment No. 1
Certificate of Insurance-CHCT Texas
Form 1295
Legal Approval
Current Contract-Triple R Medical Facilities

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/16/2016 11:33 AM
Budget & Management	Veronica Ortiz	11/16/2016 11:34 AM
Ivan Cantu	Ivan Cantu	11/18/2016 02:23 PM
Final Approval	Monica Badillo	11/18/2016 05:28 PM
Form Started By: Rocio Villarreal		Started On: 11/03/2016 03:12 PM

Final Approval Date: 11/18/2016

LEASE ASSIGNMENT

THIS ASSIGNMENT dated as of the _____ day of _____, 2015 between **TRIPLE R MEDICAL FACILITIES, LTD.**, a Texas limited partnership, whose address for notice hereunder is _____ (the "Assignor") and **CHCT TEXAS, LLC**, a Delaware limited liability company (the "Assignee"), whose address for notice hereunder is Suite 106, 354 Cool Springs Blvd., Franklin, Tennessee 37067.

WHEREAS the Assignee has agreed to purchase from the Assignor the land and premises principally known as 427 E. Duranta, Alamo, Texas 78516 (the "Property"); and

WHEREAS the Property is leased to various tenants pursuant to those certain lease agreements as more particularly set forth in Exhibit "A" attached hereto (collectively, the Leases"); and

WHEREAS the Assignee has agreed to accept the Leases;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of other good and valuable consideration and the sum of TEN DOLLARS ($10.00) payable by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged the parties hereto agree as follows:

1. The Assignor hereby grants, transfers conveys, assigns and sets over to the Assignee its entire right, title, interest and estate in and to the Leases and the rents and all other amounts payable thereunder and all other benefits and advantages to be derived therefrom, to have and to hold unto the Assignee for and during the remainder of the term of the Leases.

2. The parties agree that this Assignment shall become effective as of the date first written above.

3. The Assignor covenants that the:

a.) Leases are valid and unmodified and remain in full force and effect; and

b.) Assignor has good title to the Leases and the rents and has all requisite right, power and authority to assign the Leases and the rents, and no other person, firm or corporation has any right, title or interest therein; and

c.) Assignor has duly and punctually performed, all and singular, the terms, covenants, conditions and warranties of the Leases on Assignor's part to be kept, observed and performed; and, to the best of Assignor's knowledge, the tenants thereunder are not in material default of any of the terms or provisions of the Leases; and

d.) Assignor has not previously sold, assigned, transferred, or pledged the Leases or the rents, or any part thereof, whether now due or hereafter to become due; and

e.) rents now due, or to become due, for any periods subsequent to the date hereof have not been collected and that payment thereof has not been anticipated, waived or released, discounted, setoff or otherwise discharged or compromised; and

f.) Assignor has not received any funds or deposits for which credit has not already been made on account of the accrued rents; and

g.) Assignor has not received any bona fide and acceptable offer to purchase the Property or any part thereof which would in any way affect any right, option of first refusal or other right the tenants might have under the Leases.

4. Assignee assumes the duties of Landlord under the Leases arising after the date of this assignment.

5. The covenants and agreements herein contained shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties hereto.

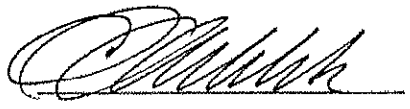
6. This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date referred to above.

ASSIGNOR:

TRIPLE R MEDICAL FACILITIES, LTD.

By: Triple R Medical Management Co., LLC
Its General Partner

By: 

Concepcion R. Medina, President

ASSIGNEE:

CHCT TEXAS, LLC, a Delaware limited liability company

By: Community Healthcare Trust Services, Inc., a Tennessee corporation, its Manager

By: _____
Timothy G. Wallace, President

EXHIBIT A

Leases

1. Lease between Triple R Medical Facilities, Ltd. and Pinnacle Health, PLLC dated May 1, 2012, for 1,379 sq. ft. located at Suite 104B , together with common use of 493 additional sq. ft.

2. Lease between Triple R Medical Facilities, Ltd. and Columbia Rio Grande Healthcare, L.P. dba Rio Grande Regional Hospital dated June 1, 2009, as amended by that certain First Amendment dated September 5, 2014, for 2,554 sq. ft. located at Suite 108.

3. Lease between Triple R Medical Facilities, Ltd. and Veronica Resendez dated April 10, 2014, for 3,750 sq. ft. located at Suite 110.

4. Lease between Triple R Medical Facilities, Ltd. and Martel Samuels, M.D. dated May 15, 2012, for 4,650 sq. ft. located at Suite 104.

5. Lease between Triple R Medical Facilities, Ltd. and Therapy for Kids, LLC dated February 1, 2013, for 2,750 sq. ft. located at Suite 100.

6. Lease between Triple R Medical Facilities, Ltd. and CVS Pharmacy, Inc. dated March 28, 2014, for 6,000 sq. ft. located at Suite 101.

7. Lease between Triple R Medical Facilities, Ltd. and Las Palmas Children's Dentistry, PLLC dated April 15, 2014, for 2,793 sq. ft. located at Suite 109.

8. Lease between Triple R Medical Facilities, Ltd. and Rene Vela, M.D., P.A. dated April 1, 2008, for 7,000 sq. ft. (suites not specified).

9. Lease between Triple R Medical Facilities, Ltd. and The County of Hidalgo dated December 26, 2013, for all of Lot 6 (suite and sq. ft. not specified) (approximately 7,200 s.f.).

FIRST AMENDMENT TO LEASE

This First Amendment to Lease (this "Amendment") is made, entered into and effective as of the Effective Date by and between **CHCT TEXAS, LLC**, a Delaware limited liability company ("Lessor"), and **THE COUNTY OF HIDALGO** ("Lessee").

RECITALS:

WHEREAS, Lessor and Lessee are parties to that certain Lease dated as of December 26, 2013 by and between Triple R Medical Facilities, Ltd., a Texas limited partnership and Lessor's predecessor in interest ("Prior Lessor"), and Lessee, as amended by that certain Modification of Lease dated as of May 19, 2015 by and between Prior Lessor and Lessee, and as assigned to Lessor by Prior Lessor by that certain Lease Assignment dated as of May 28, 2015 (collectively, the "Lease"), whereby Lessee leases from Lessor that certain premises identified as Los Alamos Professional Plaza, Suite 107, 427 E. Duranta Avenue, Alamo, Texas 78516, as more particularly described in the Lease;

WHEREAS, Section 1.2 of the Lease grants Lessee the option to extend the term of the Lease for two (2) additional periods of one (1) year each upon delivering notice of its exercise of renewal to Lessor at least sixty (60) days prior to the expiration of the then-current term; and

WHEREAS, Lessor and Lessee desire to amend the Lease to reflect Lessee's election to exercise its option to extend the term of the Lease in accordance with the provisions of this Amendment.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals; Definitions.** The Recitals set forth above are hereby incorporated into this Amendment as if set forth herein in full. All capitalized terms not defined in this Amendment shall be deemed to have the meanings given such terms in the Lease.

2. **Lease Term**. The term of the Lease shall be extended for one (1) year commencing December 26, 2016 and expiring at 11:59 p.m. on December 25, 2017. References in the Lease to "term" or "Term" shall mean the term of the Lease as extended by this Amendment, and references to "termination date" or "expiration date" shall mean December 26, 2017. Lessee shall have one remaining option to extend the term of the Lease for an additional one (1) year.

3. **Ratification of the Lease.** Except as specifically set forth in this Amendment, the parties hereto hereby agree that the Lease is unmodified and in full force and effect, and further hereby ratify, affirm and confirm the Lease as amended by this Amendment. From and after the Effective Date, the term "Lease" shall be deemed to mean and include the Lease as amended by this Amendment.

4. **Effective Date**. The "Effective Date" of this Amendment shall mean the date on which the Amendment is signed by the last party.

5. **Counterparts.** This Amendment may be executed in more than one counterpart, and delivered via facsimile or electronic mail.

[Signatures on following page]

The parties hereto have executed this Amendment as of the day and year written below such parties' signatures.

LESSOR:

CHCT TEXAS, LLC,
a Delaware limited liability company

By: Ron Hart
Name: RON HART
Title: EVP ASSET MANAGEMENT

Date: 10/25/16

LESSEE:

THE COUNTY OF HIDALGO

By: _____
Name: _____
Title: _____

Date: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/3/2016

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 have ADDITIONAL INSURED provisions or 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 Beecher Carlson Insurance Services 6 Cadillac Drive, Suite 320 Brentwood, TN 37027 www.beechercarlson.com	**CONTACT NAME:** Beecher Carlson Insurance Services **PHONE (A/C, No, Ext):** 615-277-9840 **FAX (A/C, No):** 615-277–9879 **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** Continental Insurance Co. **INSURER B :** Continental Casualty Co. **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED Community Healthcare Trust Inc. 3326 Aspen Grove Drive, Suite 150 Franklin TN 37067	

COVERAGES **CERTIFICATE NUMBER:** 32710138 **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:			6018506612	5/28/2016	5/28/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY			6018506626	5/28/2016	5/28/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	✓ **UMBRELLA LIAB** ✓ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ 10,000			6018506643	5/28/2016	5/28/2017	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ 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)

Covered Location: Las Alamos Professional Plaza, 427 E. Duranta Ave., Alamo, TX 78516

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

(NASH) Paula Eason

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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:
2016-130791

Date Filed:
10/31/2016

Date Acknowledged:
11/02/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CHCT Texas, LLC
Franklin, 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 services, goods, or other property to be provided under the contract.

C-13-177-07-23
Lease Space for Hidalgo County Urban County Projects

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Hart, Ron	Franklin, TN United States		X
CHCT Texas, LLC	Franklin, TN 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:
2016-130791

Date Filed:
10/31/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
CHCT Texas, LLC
Franklin, 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 services, goods, or other property to be provided under the contract.
C-13-177-07-23
Lease Space for Hidalgo County Urban County Projects

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Hart, Ron	Franklin, TN United States		X
CHCT Texas, LLC	Franklin, TN 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.

OLGA LERMA
Notary Public, State of Texas
My Commission Expires
October 07, 2018

Ron Hart
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Ron Hart, this the 1st day of Nov., 20 16, to certify which, witness my hand and seal of office.

Olga Lerma — Signature of officer administering oath
Olga Lerma — Printed name of officer administering oath
Office Clerk — Title of officer administering oath

TEXAS ETHICS COMMISSION

()

Certificate of Interested Parties - Submitted

Submitted on Mon Oct 31 13:04:42 CDT 2016

Unique Certificate Identifier: 2016-130791

Home Print

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Zimbra **rocio.villarreal@co.hidalgo.tx.us**

FW: Extension of Lease Agreement with Triple R Medical Facilities

From : Steve Crain <scrain@atlashall.com> Wed, Oct 26, 2016 04:38 PM
Subject : FW: Extension of Lease Agreement with Triple R Medical Facilities
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The first amendment is OK.

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, October 26, 2016 2:01 PM
To: 'Steve Crain' <scrain@atlashall.com>
Subject: RE: Extension of Lease Agreement with Triple R Medical Facilities

The first amendment is OK.

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, October 26, 2016 10:41 AM
To: 'Steve Crain' <scrain@atlashall.com>
Subject: FW: Extension of Lease Agreement with Triple R Medical Facilities

Mr. Crain,

Rocio called following up on this email.

Thank you,
Marynel

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Tuesday, October 25, 2016 2:48 PM
To: Steve Crain <scrain@atlashall.com>
Subject: Extension of Lease Agreement with Triple R Medical Facilities

Mr. Crain:

The lease of office for Urban County Program is up for renewal in December of this year. The vendor recently submitted an amendment to utilize the option to extend the agreement for another year. In reviewing the amendment received, I notice on the amendment, it reference a company name of CHCT Texas, LLC, as the new lease owner. My concerns are as follows:

1. Can we utilize the amendment to renew the agreement for additional 1 year as stated in the current agreement.
2. When the county approved the Tenant Estoppel Certificate, did that allow a new vendor to become the Lessee.

Can you please advise.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Sandra Regalado" <sandra.regalado@co.hidalgo.tx.us>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Cc: "Diana Serna" <diana.serna@co.hidalgo.tx.us>
Sent: Tuesday, October 25, 2016 1:53:56 PM
Subject: Fwd: 1st Amendment to Lease Agreement

Good Afternoon,

I received the 1st Amendment to our lease agreement from the property manager. Please let me know if there is anything I can do on our part.

Should you have any questions, please feel free to contact me at your earliest convenience.

Respectfully,

Sandra G. Regalado, UCP Coordinator
Urban County Program
427 E. Duranta St. Ste. 107
Alamo, TX 78516
Phone: (956) 787-8127
Fax: (956) 318-2988
Direct: (956) 292-7000 ext 2233

From: "Marissa Infante" <MInfante@LPC.com>
To: "sandra regalado" <sandra.regalado@co.hidalgo.tx.us>
Sent: Tuesday, October 25, 2016 11:12:41 AM
Subject: FW: 1st Amendment to Lease Agreement

Sandra,

Attached is the renewal amendment signed by the Landlord for you to present for signature. Please let me know if you need any other information from us.

Have a great week.

Marissa

Marissa Solis Infante
Property Manager
Lincoln Harris CSG
222 E. Ridge Rd., Suite 201B
McAllen, TX 78503
Office: 956-618-1975; Fax: 956-618-2723
minfante@lpc.com

From: Ron Hart [mailto:rhart@chct.reit]
Sent: Tuesday, October 25, 2016 11:06 AM
To: Marissa Infante
Subject:

Marissa please deliver to Hidalgo for their board meeting.

Received

JUN - 4 2015

02

TENANT ESTOPPEL CERTIFICATE

Leased Property: Suite 107, Los Alamos Professional Plaza (the "Premises")

Landlord: Triple R Medical Facilities, Ltd.

Tenant: The County of Hidalgo

Date: May 19, 2015

Purchaser: Community Healthcare Trust Incorporated/Affiliate

Tenant hereby certifies, warrants and represents to Purchaser as follows:

(i) Attached hereto as Exhibit A is a full, true and complete copy of the Lease as amended to date. Tenant has no options or rights of first refusal to purchase or option or rights to renew, extend, modify or change the term of the Lease, except as may be stated in the copy of the Lease attached.

(ii) The Lease is in full force and effect, constitutes the entire rental agreement between Landlord and Tenant and has not been modified or amended except as set forth in Exhibit A.

(iii) The Commencement Date of the term of the Lease is ~~December 26, 2013~~, and the Expiration Date of the term of the Lease is **December 25, 2016**. **Option to extend two (2) one (1) Year.**

(iv) The current monthly rental payment of $8,354.75 has been paid through May, 2015.

(v) The current amount of adjusted rent, percentage rent, operating expenses or other charges payable by Tenant to Landlord under the Lease as additional rent, if any, is $0.

(vi) Tenant has deposited the sum of $0 with Landlord as security for the performance of Tenant's obligations under the Lease.

(vii) Any construction, build-out improvements, alterations or additions to the Premises, landscaping and space required to be furnished in accordance with the Lease have been fully and

satisfactorily completed in all respects and the Landlord has satisfactorily complied with all of the requirements and conditions precedent to the commencement of the term of the Lease and payment of rent as specified therein, except: None.

(viii) Except for any sublease described below, Tenant is the tenant of the Premises, is in possession thereof and is occupying the Premises, and Tenant has not subleased all or any part of the Premises or assigned the Lease, or otherwise transferred its interest in the Lease or the Premises.

(ix) Tenant has not received any notice of a prior sale, transfer or assignment, hypothecation or pledge of the Lease or of the rent by Landlord.

(x) The Premises is being used for the purposes described in the Lease.

(xi) No rent due under the Lease has been or will be prepaid more than thirty (30) days in advance.

(xii) Tenant has not been given any free rent, partial rent, rebates, rent abatements, or rent concessions of any kind, except as may be stated in the copy of the Lease attached.

(xiii) To the best of Tenant's knowledge, Landlord has fully performed all of its obligations under the Lease and is not in default under any term of the Lease, and no circumstances exist under which Landlord may be deemed in default merely upon service of notice or passage of time, or both.

(xiv) Tenant has fully performed all of its obligations in accordance with the terms of the Lease and is not in default under any terms of the Lease. In addition, no circumstances exist under which Tenant may be deemed to be in default merely upon service of notice or the passage of time.

(xv) Tenant has no present defenses, right of offset or counterclaims against any rent due or to become due under the Lease, except: None.

(xvi) Tenant has not filed and is not the subject of any filing for bankruptcy or reorganization or receivership under federal or state laws.

(xvii) Tenant has received no notice from any insurance company of any defects or inadequacies in the Premises.

(xviii) Tenant acknowledges that this Certificate will be relied upon by Purchaser in acquiring the real property and improvements of which the Premises are a part and agrees that it will inure to the benefit of Purchaser, its the successors and assigns, and the successors and assigns of Tenant. Upon consummation of the sale transfer, assignment and conveyance to Purchaser of all right, title and interest of Landlord in and to the Premises, Tenant will attorn to and recognize Purchaser as the "Landlord" under and with respect to the Lease and agrees that, subject to the matters stated herein, the Lease shall continue in full force and effect as a direct lease between Purchaser, as "Landlord" thereunder, and Tenant.

(xix) The person signing this Certificate on behalf of Tenant is duly authorized to do so.

IN WITNESS WHEREOF, Tenant has executed this Certificate, or has caused this Certificate to be executed by its duly authorized officer/representative, as of the day and year first above written.

TENANT:

The County of Hidalgo

By: Ramon Garcia

Printed Name: Ramon Garcia

Title: County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 3/19/15

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MODIFICATION OF LEASE

Date: May 19, 2015

Lease

Date:

Landlord: Triple R Medical Facilities, Ltd.

Tenant: The County of Hidalgo

Premises

Los Alamos Professional Plaza, Suite 107
427 E. Duranta Ave
Alamo, Texas 78516

Lease Commencement Date: December 26, 2013

Lease Termination Date: December 25, 2016 Option to extend (2) one (1) Year.

Landlord and Tenant agree to the following modification:

1. The last sentence of Article I, Paragraph 1.1 is deleted.

2. The Lease is ratified as modified.

LANDLORD

TRIPLE R MEDICAL FACILITIES, LTD., a Texas limited partnership

By: Triple Medical Management Co., LLC, its sole general partner

By: _____
Concepcion R. Medina, President

TENANT

The County of Hidalgo

By: Ramon Garcia

Printed Name: Ramon Garcia

Title: County Judge

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AI-49686 **Purchasing Department 24. A. 2.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval for County Judge to execute a Tenant Estoppel Certificate for "Lease of Office Space" for Hidalgo Co. Urban County with Triple R Medical Facilities, LTD.- C-13-177-07-23

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1288-463-00-250-005-0-899

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

BUDGETARY IMPACT:

Attachments

Tenant Estoppel Certificate

Legal Review

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/15/2015 07:59 AM
Budget & Management	Veronica Ortiz	05/15/2015 08:23 AM
Obdett Calzada	Obdett Calzada	05/15/2015 02:30 PM
Auditor's Office	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Rocio Villarreal		Started On: 05/14/2015 11:50 AM
Final Approval Date: 05/15/2015		

Discussion, consideration, acceptance and approval of Advance Funding Agreement (AFA) - Amendment#1 between Hidalgo County and Texas Department of Transportation for South McColl Road (Orangewood to Dicker Road) - CSJ: 0921-02-171 and with the authority for the County Judge to sign all required documentation.

Commissioner Eddie Cantu informed the Court that TxDOT was requesting $300,000 from the Precinct, but after reviewing prior Advance Funding Agreements, there were able to save that $300,000 and were returned $20,000 by TxDOT.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

Attachments:

AFA Amendment#1

E. **Budget Appropriations:**

1. AI-49743 CO2014 (1345) Precinct No.4 TxDOT:
Approval of 2015 appropriation of funds with Interfund to TxDOT fund (1315) in the total amount of $8,690.00 for cost participation in Right of Way procurement related to FM 1925 (Kenyon-Fm 907) project.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0

Attachments:

Appropriation

2. AI-49629 2014 General Fund & Special Revenue Fund-Capital Leases:
A. Approval of certification of revenues, as certified by the Co. Auditor, to fund capital lease expenditures for various departments.
B. Approval of 2014 appropriation of revenues & expenditures to fund capital lease expenditures for various departments.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval on Items A and B.

Vote: 4 - 0 - Unanimously

C. Approval of various 2014 intradepartmental transfers to fund capital lease expenditures for various departments.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

Attachments:

Capital Leases Appropriation

3. AI-49578 Justice Crt Bldg Security (1245):
Approval of 2015 appropriation of funds for the Justice Crt Bldg Security fund in the amount of $12,700.00 to fund the license of surveillance cameras for the JP offices.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0

Attachments:

Appropriation

4. AI-49590 Economic Development (1100):
Approval of 2015 appropriation of funds in the amount of $155,000.00 for expenditures related to economic development and assistance administration.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0

Attachments:

Appropriation

5. AI-49595 Constable Pct. 4 CCP 59 (1231):
Approval of 2015 appropriation of funds for the Constable Pct. 4 CCP 59, fund 1231, in the amount of $10,000.00 to fund court costs & investigation expenses in relation to asset forfeiture cases.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0

Attachments:

Appropriation

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

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

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

LEASE
C-13-177-07-23

THIS LEASE is made and entered into by and between Triple R Medical Facilities, Ltd., referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor that certain real property described on Exhibit "A " attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises." And in accordance with specification on the Request for Bid (RFB), A copy of such as Request for Bid (RFB) Procurement packet and Bid Page attached hereto as Exhibit "B".

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall commence upon Lessee's written acceptance of the completion of construction of improvements to the Premises, which Lessor shall complete no later than one hundred twenty (120) days from the date of execution of this Lease, and continue for a period of three (3) years, unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. Should Lessee not accept the construction within one hundred twenty (120) days following execution for the lease, Lessee shall have the ability to terminate the Lease. The "Commencement Date" is the date the

Premises are available for occupancy by Lessee, which date shall be ten(10) days following the date the Lessor provides Lessee written notice that the Lessor's negotiated remodeling obligation is complete. The "Termination Date" is the date thirty-six (36) months following the Commencement Date, unless the Commencement date is other than the first day of a calendar month, in which event the Term shall be extended by the number of days remaining in the month which includes the Commencement Date, and the Termination Date shall be likewise extended. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional two (2) one (1) year terms under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor ninety (90) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to Eight Thousand Three Hundred Fifty-Four and 75/100 ($8,354.75) per month. In the event the

Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at 821 E. Ridge Road, Alamo, Texas 78516 or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent used of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

LESSOR'S DUTY

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of

Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(8) Landscaping (all greenery, watering, and maintainance).

(9) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

5.1 Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair

insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 **Lessor**. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance satisfying the insurance requirements stated in the RFB, such evidence of insurance is attached hereto as "Exhibit C."

9.3 **Lessee**. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and

pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are

untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor of repairs or

maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must

assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:
Triple R Medical Facilities
C. Raul Medina, President
821 E. Ridge Rd.
Alamo, Texas 78516

Lessee:
County of Hidalgo
Attn: County Judge
302 W. University Drive
Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Parties Bound

14.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any

other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

Commitment of Current Revenues Only

14.13 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the_____ day of , 2013.

HIDALGO COUNTY

Ramon Garcia, County Judge

TRIPLE R MEDICAL FACILITIES, LTD.

C. Raul Medina, President

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

Stephen L. Crain

ATTEST:

Arturo Guajardo Jr., County Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

Legal Description:

LOS ALAMOS PROFESSIONAL PLAZA LOT 6

All of LOT 6, LOS ALAMOS PROFESSIONAL PLAZA, an addition to the City of Alamo, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 54, page 140. Map Records, Hidalgo County Texas.

Property ID# 725517

Geographic ID# L5620-00-000-0006-00

EXHIBIT "B"

REQUEST FOR BID (RFB)
&
BID PAGE

PURCHASING DEPARTMENT
County Of Hidalgo

May 28, 2013

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY URBAN COUNTY PROGRAM**
Request for Seals Quotes -**"Lease of Office Space for Urban County"**
RFSQ Bid No: 2013-177-06-12-SGS

Dear Gentleman/Ladies:

Enclosed please find a Request for Bids (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

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HIDALGO COUNTY URBAN COUNTY PROGRAM

"Lease of Office Space for Urban County"

RFB NO: 2013-177-06-12-SGS

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3.	Exhibit A, Specifications/Requirements/Map	5
4.	Exhibit B, Bid Page	1
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Lease Requirements Agreement	20

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

May 28, 2013
Date

LEGAL NOTICE

REQEST FOR BIDS

HIDALGO COUNTY
URBAN COUNTY PROGRAM

"LEASE OF OFFICE SPACE FOR
URBAN COUNTY"

RFB No.: 2013-177-06-12-SGS

Bid No: 2013-177-06-12-SGS	*Buyer: Sandy Suarez*	*Tel. No: (956) 318-2626*

REQUEST FOR BIDS

HIDALGO COUNTY
URBAN COUNTY PROGRAM

"LEASE OF OFFICE SPACE FOR URBAN COUNTY"

OPENING DATE: June 12, 2013 @ 9:30 A.M.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY URBAN COUNTY PROGRAM–LEASE OF OFFICE SPACE FOR URBAN COUNTY"** 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: **"RFB No.:-2013-177-06-12-SGS HIDALGO COUNTY URBAN COUNTY PROGRAM–LEASE OF OFFICE SPACE FOR URBAN COUNTY "** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M.,WEDNESDAY, JUNE 12, 2013. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2013-177-06-12-SGS- LEASE OF OFFICE SPACE FOR URBAN COUNTY ".**

   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 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 of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **" HIDALGO COUNTY URBAN COUNTY PROGRAM – LEASE OF OFFICE SPACE FOR URBAN COUNTY"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Urban County Program
3304 W. Alberta Rd.
Edinburg, TX. 78539
Attn: Maria Flores
956-787-8127

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**JUNE 12 , 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the

contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. DISCLOSURE OF CONFLICT OF INTEREST

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the

date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in

any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY URBAN COUNTY PROGRAM
"LEASE OF OFFICE SPACE FOR URBAN COUNTY"
BID NO.: 2013-177-06-12-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS/MAP

REQEST FOR BIDS

HIDALGO COUNTY
URBAN COUNTY PROGRAM

"LEASE OF OFFICE SPACE FOR URBAN COUNTY"

RFB No.: 2013-177-06-12-SGS

EXHIBIT "A"
Hidalgo County Urban County Program
"Lease of Office Space for Urban County"
RFB No.: 2013-177-06-12-SGS

SCOPE OF SERVICES: Building should be in good working condition to provide as follows:

SPECIFICATIONS:

1. The proposed office building shall consist of a minimum of 7,000 to maximum of 8,000 square feet of available office space to house Hidalgo County Urban County Program and shall be located within the parameters of: The cities of Pharr, San Juan or Alamo, approximately ½ mile from Expressway 83.

2. Bidder shall charge by the square foot.

3. The proposed bid premises shall be in compliance with all ADA accessibility requirements and shall be fully handicap accessible from all parking facilities provided by the landlord. Parking Facility must have a designated parking area, to accommodate Urban County Program employees and visiting cliental. A minimum of **40** allotted, paved parking spaces will be required with a minimum of two (2) designated Handicap parking spaces. Parking Facility must be in close proximity to the entrance of the proposed bid premises.

4. Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire Code under federal, state local and building codes and regulations. Floor area exits of Exit access doorways must comply with the City Fire Code under Federal state and local Building codes and regulations.

5. The proposed bid premises shall have accessible handicapped restroom facilities for both men & women. Separate restrooms for employees shall also be provided.

6. Bidder shall maintain liability insurance on the proposed building. Bidder shall also maintain insurance against fire, accident and natural disaster.

7. Bid premises shall have water, sewer and garbage pickup in addition to electricity. Lessor shall be responsible for electrical maintenance.

8. Bid premises shall be in good working condition and be handicap accessible to provide services to the residents of Hidalgo County. The bid premises shall have adequate air conditioning & heating available. Maintenance of air conditioning & heating shall be the responsibility of the Lessor.

9. Building shall be free from rodents and insects prior to occupancy by the Urban County Program staff. The Lessor shall be responsible at his own expense for pest control throughout the term of this contract

10. An existing building must be ready for occupancy with all the specifications completed and in compliance with the Americans with Disabilities Act, one hundred twenty (120) days from the date of the bid award or the award will become void/null.

11. If any renovations to the building that are necessary in order to comply with the specifications mentioned herein said renovations will be made by the bidder and at the bidder's expense. The renovations shall be completed and constructed according to the floor plan, diagram, or scheme as acceptable to the Urban County Director. All remodeling or renovations shall be completed within one hundred twenty (120) days after the date of bid award. If completion date is not met, bid will be become void/null.

12. The award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County. A copy of the required lease is included as a draft in this bid package.

13. Hidalgo County reserves the right to reject all bids if it is in the best interest of the County.

REQUIREMENTS:

The awarded bidder shall adhere to the following insurance requirements:

1. Certificates of insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to rental services being performed by Lessor hereunder.

2. Bidder will maintain liability insurance on the building throughout the term of contract plus insure building for fire, accident and natural disaster. A Certificate of Insurance shall be submitted to the Urban County Program for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the premises, as described and listed in: **Insurance Requirements: See Exhibit C" attached.** The award of the bid will be evident by a written lease agreement in a form acceptable to Hidalgo County.

3. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor's for repair and restoration purpose.

4. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this Lease, and any insurer hereunder shall be required to give at lease thirty (30) days written notice to the County prior to

cancellation of any such coverage on the termination date or otherwise the lease shall be automatically suspended upon the cancellation or other termination of required policy of insurance hereunder

5. Hidalgo County is requesting that all interested vendor(s) submitting bids for this project **must provide the following**: A) **Property ID number** and /or **Geographic ID number**. B) **Legal Description** as listed in your local Hidalgo County Appraisal District for proposed property.

6. If a new building is proposed in this project, Hidalgo County may consider accepting the new building as main option, or whichever is in the best interest of the County.

TERMS & CONDITIONS:

1. The initial term of the contract/lease shall be for a period of three (3) years with the County's option to renew contract for additional two (2) –one (1) year terms under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

3. The bidder who will be awarded the contract will ensure that the facilities (toilets, water faucets, air conditioning, heating, etc.) within the building are working properly before and during the rental of the building and will provide all upkeep and maintenance under the contract terms.

3. Any and all repairs will be done on a timely manner as prioritized by Hidalgo County Urban Program.

4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

5. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most valuable to Hidalgo County.

6. 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 a (30) thirty day's written notice prior to cancellation/termination.

7. **Bidder must provide the legal description** of the property along with your bid and include a proposed **"FLOOR PLAN LAYOUT"** of your facility.

8. **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications(RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be routed to: Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN, Wednesday, June 05, 2013 by 5:00 P.M. Responses to said inquiries will be sent to applicants via facsimile or via E-mail by no later than **Friday, June 07, 2013 by 5:00 P.M.**

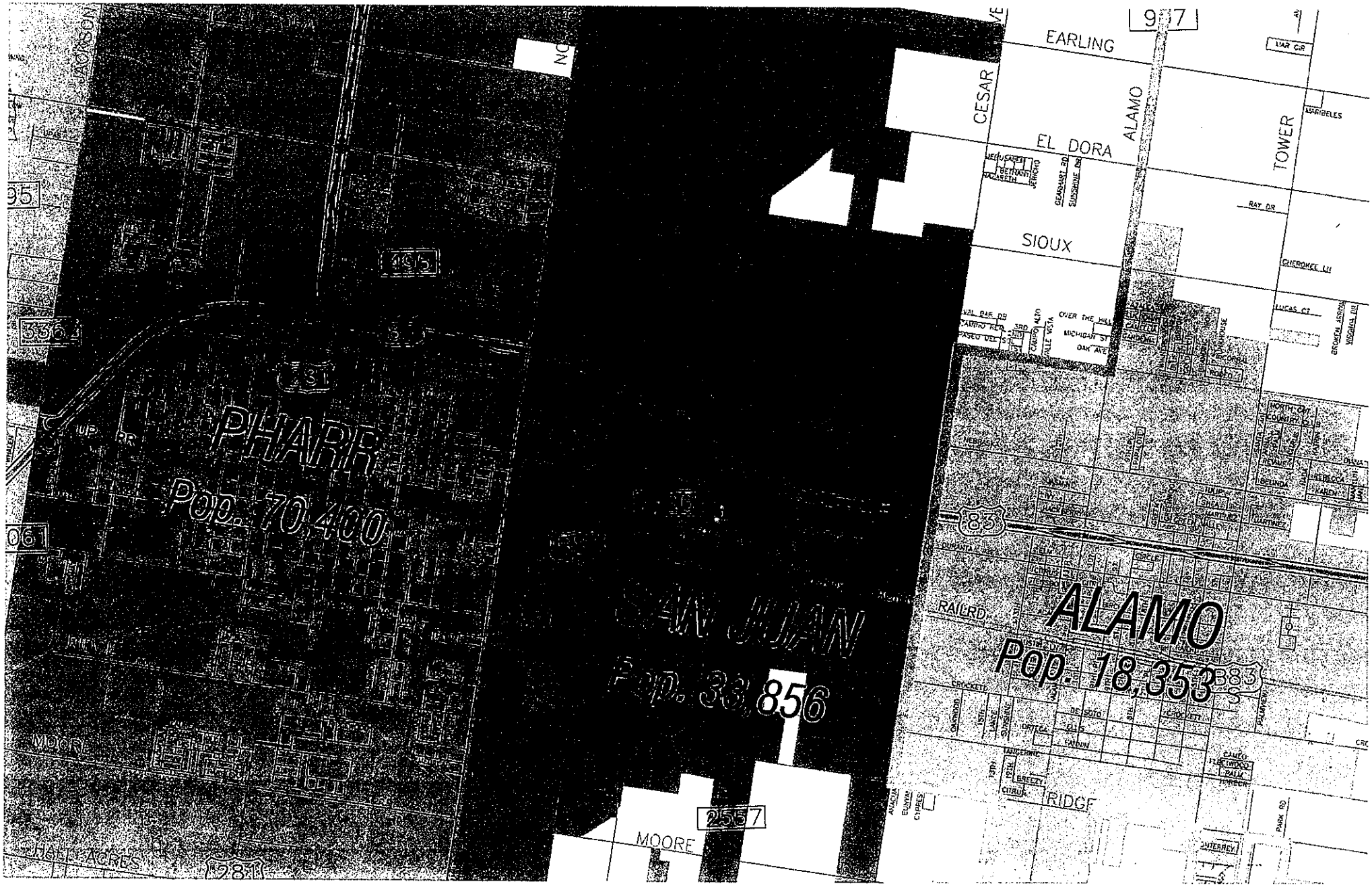

PHARR
Pop. 70,400
SAN JUAN
Pop. 33,856
ALAMO
Pop. 18,353
EARLING
CESAR
ALAMO
TOWER
EL DORA
SIOUX
RAILRD
RIDGE
MOORE
HALL ACRES
2557
281
83
495
336
061
95
937

EXHIBIT "B"

BID PAGE

REQEST FOR BIDS

HIDALGO COUNTY
URBAN COUNTY PROGRAM

"LEASE OF OFFICE SPACE FOR URBAN COUNTY"

RFB No.: 2013-177-06-12-SGS

EXHIBIT "B"
HIDALGO COUNTY URBAN COUNTY PROGRAM
"Lease Of Office Space for Urban County"
RFB NO.: 2013-177-06-12-SGS

BID PAGE

Monthly charge for "**Lease of Office Space for Urban County**" as requested, but not limited to, in the specifications as listed in Exhibit "A" of this document and under the same rates, terms and conditions described for the initial three (3) year term with County's discretion to extend an optional two (2)-one-(1) year terms.

Internal use only: NIGP Commodity Code: 971-45

Total Square Footage of Proposed Building: _____

Price per square foot: $_____

Total Monthly Bid Price: $_____

Proposed Location (address):_____

Property ID# and/or Geographic ID#: _____
(local Appraisal Dist. Information)

Legal Description of Property: _____

"Floor Plan Layout must be included with Bid Response"

BIDDER/COMPANY NAME: _____

ADDRESS:_____

CITY:_____STATE: _____ZIP CODE: _____

PHONE No: _____FAX No. _____

CELL PHONE No: _____

AUTHORIZED SIGNATURE:_____

PRINTED NAME: _____

TITLE: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQEST FOR BIDS

HIDALGO COUNTY
URBAN COUNTY PROGRAM

"LEASE OF OFFICE SPACE FOR URBAN COUNTY"

RFB No.: 2013-177-06-12-SGS

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in plaior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQEST FOR BIDS

HIDALGO COUNTY
URBAN COUNTY PROGRAM

"LEASE OF OFFICE SPACE FOR URBAN COUNTY"

RFB No.: 2013-177-06-12-SGS

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

VENDOR'S APPLICATION & W-9 FORM

REQEST FOR BIDS

HIDALGO COUNTY
URBAN COUNTY PROGRAM

"LEASE OF OFFICE SPACE FOR URBAN COUNTY"

RFB No.: 2013-177-06-12-SGS

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:_____**Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION REGARDING DEBARMENT

REQEST FOR BIDS

HIDALGO COUNTY
URBAN COUNTY PROGRAM

"LEASE OF OFFICE SPACE FOR URBAN COUNTY"

RFB No.: 2013-177-06-12-SGS

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
HIDALGO COUNTY URBAN COUNTY PROGRAM
"Lease Of Office Space for Urban County"
RFB NO.: 2013-177-06-12-SGS

BID PAGE

Monthly charge for **"Lease of Office Space for Urban County"** as requested, but not limited to, in the specifications as listed in Exhibit "A" of this document and under the same rates, terms and conditions described for the initial three (3) year term with County's discretion to extend an optional two (2)-one-(1) year terms.

Internal use only: NIGP Commodity Code: 971-15

OPENED
9:34
6-12-13
Witnessed

Total Square Footage of Proposed Building: 7265 sq ft

Price per square foot: $ 1.15

Total Monthly Bid Price: $ 8,354.75

Proposed Location (address): 427 E. Duranta

Property ID# and/or Geographic ID#: 725517 (HCAD)
(local Appraisal Dist. Information)

Legal Description of Property: Los Alamos Professional Plaza Lot 6

"Floor Plan Layout must be included with Bid Response"

BIDDER/COMPANY NAME: Triple R Medical Facilities

ADDRESS: 821 E. Ridge Rd.

CITY: Alamo STATE: TX ZIP CODE: 78516

PHONE No: 956-783-1204 FAX No. 956-783-9821

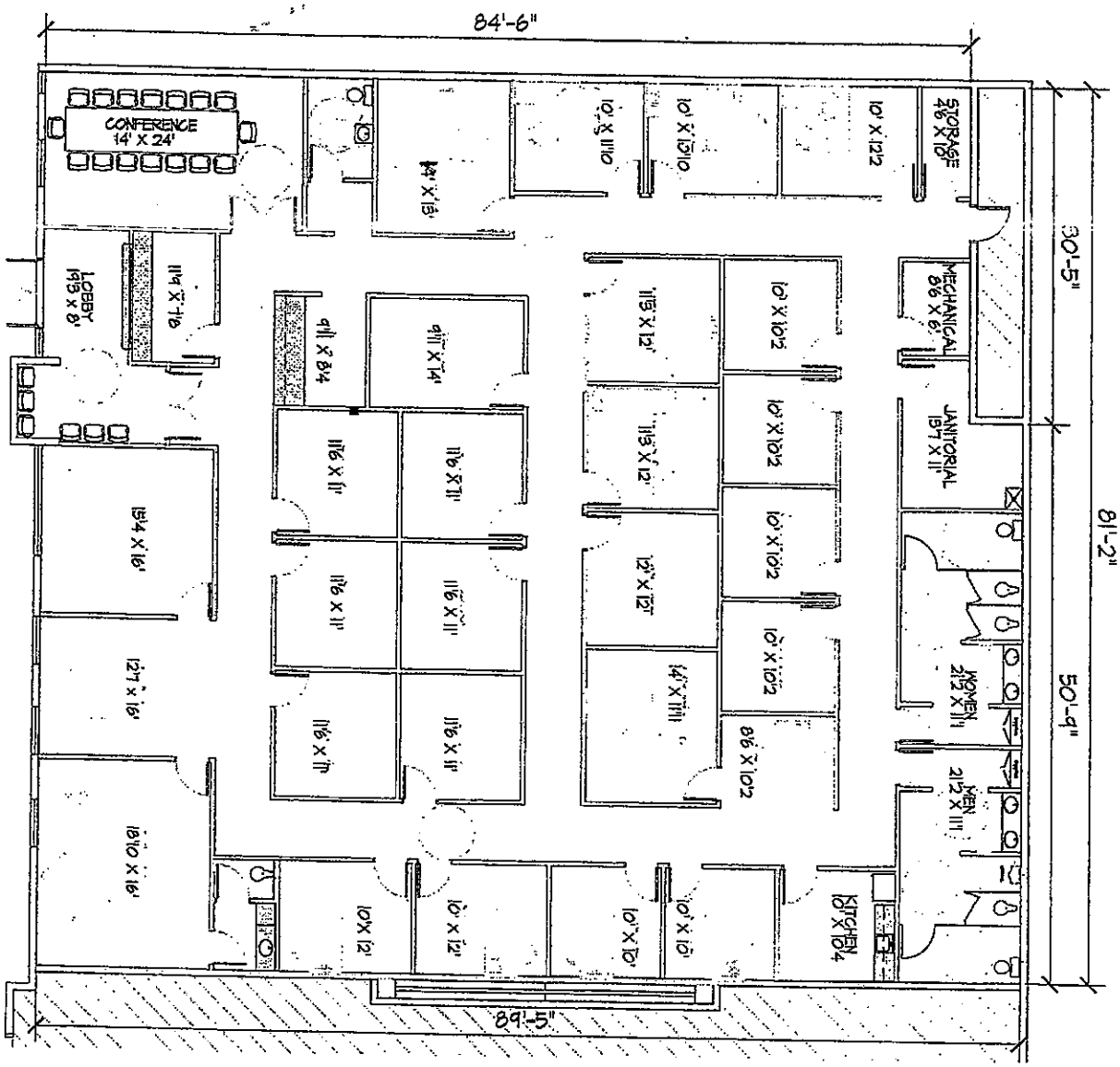
CELL PHONE No: 956-483-0552

AUTHORIZED SIGNATURE:

PRINTED NAME: C. Raul Medina

TITLE: President

Proposed Floor Plan Layout



~7265 sq ft

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/02/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078

CONTACT NAME: GREG KLEMENT
PHONE (A/C, No, Ext): (972) 562-7455 FAX (A/C, No): (972) 562-7129
E-MAIL ADDRESS: GREG@KLEMENTAGENCY.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: AMERICAN HALLMARK INSURANCE	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
TRIPLE R MEDICAL FACILITIES
427 E DURANTA SUITE #101
ALAMO TX 78516-

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			44PB453884-05	04/04/2013	04/04/2014	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PROPERTY			44PB453884-05	04/04/2013	04/04/2014	BUILDING LIMIT	3,374,600
							DEDUCTIBLES	2,500
								10,000 WIND

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Proo of Coverage

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
Attn: Sandy Suarez
2802 S Bus Hwy 281
Edinburg TX 78539-

Fax: ( ) -

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF. NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AI 107986

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AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
July 23, 2013
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 at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

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

   A. **AI-39510** Resolution in honor of Ignite High School Students Invention

   B. **AI-39775** Resolution honoring Genesis Keren Nava

   C. **AI-39802** Discussion and possible action on Santana Textiles Tax Abatement agreement.

   D. **AI-39801** Update on future TxDot Commission Meeting

7. **Executive Officer - Valde Guerra:**

   A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

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

1. **AI-39544** Acceptance and approval of an "Amendment" to current Benefits Agreement (contract #C-12-108-03-31) with Air Evac Lifeteam and County of Hidalgo (for post tax product forelecting HC employees) regarding clarification as to Service Enrollment and Administrative Fees.

2. **AI-39218** Presentation of low bid received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County Urban County Program - "Lease of Office Space for Urban County" through project No.: 2013-177-06-12-SGS.

APPROVED

B. Pct. 1

1. **AI-39602** A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional geo-technical services providers "on call " for Pct No. 1;

Evaluators	MEG Engineering	Terracon	PSI, Inc
Evaluator	87	86	82
Ranking			

C. Authority for the Purchasing Department to negotiate a professional geo-technical services contract with the No. 1 ranked firm of _____ for: "on call" services for Pct No. 1.

C. Pct. 3

1. **AI-39571** Pursuant to Texas Local Government code, 263.151 (1) approval to declare as "Salvage Property", for the purpose of destruction/demolition, a metal structure, aka, Motor Pool/Storage Building, located at 8310 west Mile 7 Rd, Mission, TX. in Hidalgo County Precinct No #3 inasmuch as building has been deemed unsafe, including removing same item from the Hidalgo County (Pct. #3) inventory.

D. Pct. 4

1. **AI-39807** A. Discussion and approval to declare as "surplus"

1) "Dickerson Pond" Drainage Improvement Project and real property including establishing of a total fair market value:
_____;

2) "Aguilar Pond" Drainage Improvement Project and real property including establishing of a total fair market value:
_____;

B. Acceptance and approval by Hidalgo County Commissioners Court evidenced by

AI-57418 **Purchasing Department** **18. B. 1.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Darlene Betancourt, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of final construction contract documents for the following four (4) FEMA projects as listed:

	PROJECT NAME	PROJECT NO.	AWARD RECOMMENDATION TO VENDOR:	AMOUNT:
1	Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements - Mile 2 East Road	C-16-362-11-01	Asago Construction	$164,927.97
2	Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements - Mile 2 1/2 East Road	C-16-363-11-01	Asago Construction	$234,213.30
3	Hidalgo County Precinct No. 1 - FEMA Road Drainage Improvements - Mile 4 North	C-16-364-11-01	Asago Construction	$143,045.30
4	Hidalgo County Precinct No. 1 FEMA Road Drainage Improvements - Mile 8 North Road	C-16-361-11-01	Asago Construction	$168,377.57

BACKGROUND

CC award action on 11/01/16 A1-57074, All above referenced contracts have been reviewed and approved by legal counsel.

Mile 8 North Rd Site 8 of 12 - Program# 808 C-16-361-11-01 Asago Construction
Mile 2 East Rd Site 10 of 12 - Program# 810 C-16-362-11-01 Asago Construction
Mile 2 ½ East Rd Site 11 of 12 - Program# 811 C-16-363-11-01 Asago Construction
Mile 4 North Site 12 of 12 - Program# 812 C-16-364-11-01 Asago Construction

---

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 6-1280-431-00-121-808-5-721

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

BUDGETARY IMPACT:

available balance as of 11/17/16 Mile 8N

FISCAL YEAR: 2015 **ACCT. #:** 6-1280-431-00-121-812-5-721

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

BUDGETARY IMPACT:

available balance as of 11/17/19 Mile 4N

FISCAL YEAR: 2015 **ACCT. #:** 6-1280-431-00-121-810-5-721

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

BUDGETARY IMPACT:

available balance as of 11/17/16 Mile 2 East

FISCAL YEAR: 2015 **ACCT. #:** 6-1280-431-00-121-811-5-721

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

BUDGETARY IMPACT:

available balance as of 11/17/16 Mile 2 1/2 East

Attachments

contract
CONTRACT
CONTRACT
CONTRACT

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/18/2016 02:28 PM
Budget & Management	Veronica Ortiz	11/18/2016 02:47 PM
Final Approval	Monica Badillo	11/18/2016 05:28 PM

Form Started By: Darlene Betancourt Started On: 11/17/2016 02:51 PM

Final Approval Date: 11/18/2016

BID DOCUMENTS AND TECHNICAL SPECIFICATIONS

FOR

HIDALGO COUNTY PRECINCT NO. 1

FEMA Road Drainage Improvements Work Authorization No. 1:

Mile 8 North Road (between Mile 2 East and address 1267, Mercedes, Texas)

Hidalgo County Precinct 1

Hidalgo County, Texas
September 2016

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED
PROFESSIONAL ENGINEER

9-20-16

Richard LeFevre, PE, CFM

Civil Engineer:

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC

812 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363

Texas Registered Engineering Firm F-11722

General Request for Bid Package
Table of Contents

I. **Addendum No. 1**

II. **Hidalgo County Front End Documents**
- A. Request for Bid Advertisement
- B. Request for Bid Legal Notice
- C. Bid Bond
- D. Exhibit "C" Insurance Requirements
- E. Exhibit "D" C.I.Q (Conflict of Interest Questionnaire)
- F. Exhibit "E" Proposer's Affidavit
- G. Certification Regarding Debarment
- H. Vendor/Bidder Application
- I. Non-Collusion
- J. Contract (Sample)
- K. HB 1295
- L. W-9 IRS Form
- M. Statement of Credentials
- N. Sales Tax and Local Sales Tax Certificate
- O. General Conditions of the Agreement
- P. County Forms Submittal Checklist

III. **Bid Page & Attachments**
- A. Bid Page
- B. Bid Forms

IV. **Bonding Requirements**
- A. Payment Bond
- B. Performance Bond

V. **Index of General Conditions**
- A. General Conditions
- B. Supplemental General Conditions

VI. **Exhibit D Border Wage Rate Forms**
- A. Government Code Ch 2258
- B. Wage Decision: TX160008
- C. Title 29-Labor
- D. Making Davis Bacon Work
- E. Required Payroll Forms
- F. Federal Labor Standards
- G. Required Display Forms

VII. **Exhibit E 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
- M. Construction Identification Sign

VIII. **Specifications**
- A. Technical Specifications

REQUEST FOR SEALED BIDS (RFB)

TO SUPPLY HIDALGO COUNTY with sealed bids for the following ***HIDALGO COUNTY PRECINCT NO. 1*** Construction Projects:

RFB No.: 2016-361-10-19-YSS	ROAD & DRAINAGE IMPROVEMENTS-MILE 8 NORTH RD (between Mile 2 East & Address 1267, Mercedes, TX)
RFB No.: 2016-362-10-19-SGS	ROAD & DRAINAGE IMPROVEMENTS-MILE 2 EAST (between 4254 & Mile 4 North Mercedes TX)
RFB No.: 2016-363-10-19-TDL	ROAD & DRAINAGE IMPROVEMENTS-MILE 2 ½ EAST (between 3 North & Mile 4 North, Mercedes, TX)
RFB No.: 2016-364-10-19-SMA	ROAD & DRAINAGE IMPROVEMENTS-MILE 4 NORTH (between FM 491 & Pedro Martinez Rd, Mercedes, TX)

PROCUREMENT PACKETS. Interested contractors may obtain bid packets at project engineer's office: LeFevre Engineering, 612 W. Nolana, Suite 520, McAllen, TX 78504, Ph. 956-687-5362 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 CONFERENCES are scheduled at HIDALGO COUNTY PURCHASING DEPARTMENT CONFERENCE ROOM:- 2802 S. Business Hwy 281, Edinburg, TX 78539 for **Wednesday, October 12, 2016 at the following times:**

RFB No.: 2016-361-10-19-YSS	ROAD & DRAINAGE IMPROVEMENTS-MILE 8 NORTH RD (between Mile 2 East & Address 1267, Mercedes, TX)	2:00pm
RFB No.: 2016-362-10-19-SGS	ROAD & DRAINAGE IMPROVEMENTS-MILE 2 EAST (between 4254 & Mile 4 North Mercedes TX)	2:15pm
RFB No.: 2016-363-10-19-TDL	ROAD & DRAINAGE IMPROVEMENTS-MILE 2 ½ EAST (between 3 North & Mile 4 North, Mercedes, TX)	2:30pm
RFB No.: 2016-364-10-19-SMA	ROAD & DRAINAGE IMPROVEMENTS-MILE 4 NORTH (between FM 491 & Pedro Martinez Rd, Mercedes, TX)	2:45pm

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. A Payment Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the contract exceeds $25,000. A Performance Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the contract exceeds $100,000.

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet with Bidders' name and address on the upper left hand corner of the sealed envelope and/or package, and **Bid No. and project name** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address: Hidalgo County New Administration Building, 2812 S. Business Hwy 281, Edinburg, TX 78539
Physical Location: Hidalgo County New Administration Building, 2802 S. Business Hwy. 281 (Southeast of Canton Rd & Business Hwy 281) Edinburg, TX

BIDS ACCEPTANCE: Sealed bids will be accepted until **9:30 a.m. on Wednesday, October 19, 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 most current federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.
Typed-written RFI's shall be sent to Engineer. Please follow up with a call to confirm receipt of RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by **October 12, 2016 5:00 p.m.** Inquiries beyond this date will not be responded to. Contact project engineer for copies of Addenda.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS ON THIS THE 27th DAY OF SEPTEMBER, 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

FEMA Road Drainage Improvements to: Mile 8 North Road (between Mile 2 East and address 1267, Mercedes, Texas)

RFB NO: 2016-361-10-19-YSS

Acceptance Date: **October 19, 2016**

Martha L. Salazar, CPPB,
Purchasing Agent Hidalgo County
Purchasing Department

Project Buyer Contact Information:

Form HCPD-03

1. Sealed bids will be received for "**HIDALGO COUNTY PRECINCT NO. 1- FEMA Road Drainage Improvements Work Authorization No. 1: MILE 8 NORTH ROAD (between Mile 2 East and address 1267, Mercedes, Texas)**" 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-2016-361-10-19-YSS HIDALGO COUNTY PRECINCT NO. 1- FEMA Road Drainage Improvements Work Authorization No. 1: MILE 8 NORTH ROAD (between Mile 2 East and address 1267, Mercedes, Texas)"** and in County's Purchasing Department, 2802 South Business Hwy 281, New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, October 19, 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-2016-361-10-19-YSS HIDALGO COUNTY PRECINCT NO. 1- FEMA Road Drainage Improvements Work Authorization No. 1: MILE 8 NORTH ROAD (between Mile 2 East and address 1267, Mercedes, Texas)". Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its

sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

12. Costs are to be net F.O.B., County Prepaid.

13. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

14. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

15. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

16. DELIVERY INSTRUCTIONS:

    . No deliveries accepted after 3:00 P.M., Monday-Friday.

    . At least seventy two (72) hours prior notice of delivery must be given to Martha L.

Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

17. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"BID-2016-361-10-19-YSS HIDALGO COUNTY PRECINCT NO. 1 - FEMA Road Drainage Improvements Work Authorization No. 1: MILE 8 NORTH ROAD (between Mile 2 East and address 1267, Mercedes, Texas)"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

18. Schedule of Events

Pre-Bid Conference,	**2:00 PM**	October 12, 2016
Bid Opening,	**9:30 AM**	October 19, 2016
Award of Contract		
Commence Work or Deliver Products		

19. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76. **Register as SAMS System for Award Management @ www.sam.gov**

- 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.

20. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

21. Disclosure of Conflict of Interest

. Effective January 1, 2016, 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-1, 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. **Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.**

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL

22. **CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)**
As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB No. as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: xxxxx.xxxx@co.hidalgo.tx.us . Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

23. 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.

24. 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.

25. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a

bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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-
FEMA Road Drainage Improvements Work Authorization No. 1:
"Mile 8 North Road (between Mile 2 East and address 1267, Mercedes, Texas)"
BID-2016-361-10-19-YSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business 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:	Asago, LLC, dba Asago Construction
Address:	2113 Pecos St., Mission, TX 78572
By:	
Printed Name:	Raul Iglesias
Title:	Member

BID BOND

THE STATE OF)
) ss. KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF Hidalgo)

That we, Asago Construction, of the City of Mission, County of Hidalgo, and State of Texas (hereinafter called "Principal") as Principal, and Hartford Fire Insurance Company (hereinafter called the Surety) as Surety, authorized under the laws of the State of Connecticut to act as surety on bonds for principals, are held and firmly bound unto Hidalgo County (hereinafter called the Owner) as obligee, in the sum of 5% Greatest Amount Bid ($ 5%) in lawful money of the United States for the payment of Principal and Surety, and bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal has, submitted a Bid Form (Proposal) to enter into a certain written agreement with Owner for Construction of Road & Drainage Improvements for Mile 8 North Rd hereinafter referred to as "Agreement."

NOW, THEREFORE, the condition of this obligation is such that if the Owner shall accept the Bid Form (Proposal) of the the Principal and the Principal shall faithfully enter into agreement with Owner in accordance with the terms of such Bid, and give such Bonds as are specified in the Bidding or Contract Documents; or in the event of the failure of Principal to enter such Agreement and give such Bond or Bonds, if the Principal shall pay to Owner the difference not to exceed the sum hereof between the amount specified in said Bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED THIS 19th day of October A.D. 2016.

Witness

PRINCIPAL: Asago Construction

By: Raul Iglesias

2113 Pecos

Mission, TX 78572
Address

Witness

SURETY: Hartford Fire Insurance Company

By:

Andy Alvarez
Attorney-in-Fact

P.O. Drawer 3783

McAllen, TX 78502
Address

956-787-8536
(Surety's Telephone Number)

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
Bond T-4
One Hartford Plaza
Hartford, Connecticut 06155
call: **888-266-3488** *or fax:* **860-757-5835)**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code:** 65-813646

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Andy Alvarez, Phil Young, Dewey Young of SAN JUAN, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

CERTIFICATE

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 19th, 2016

Signed and sealed at the City of Hartford.

Gary W. Stumper, Vice President

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, Raul Iglesias, authorized representative for Asago Construction.
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

10/17/2016
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, Raul Iglesias, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: Bid, Payment, and Performance.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ 10/17/2016.
Authorized Signature — Date

Asago Construction.
Company

2113 Pecos St.
Address

Mission, TX 78572.
City, State, Zip

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/14/2016

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
San Juan Insurance Agency, Inc DBA Valley Ins Providers &/or Truckers Ins
PO Drawer 3783
McAllen TX 78502-

CONTACT NAME: Elizabeth Hernandez
PHONE (A/C, No, Ext): 956 781-6663 ext 226
FAX (A/C, No): (956)702-7556
E-MAIL ADDRESS: ehernandez@vip-ins.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Technology Insurance Co., Inc.	
INSURER B : Texas Mutual Insurance Co	22945
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ASAGO, LLC.
ASAGO CONSTRUCTION
2113 Pecos st
Mission TX 78572-

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		TPP1058291 03	07/15/2016	07/15/2017	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 $ 50,000 $EXCLUDED $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			TSF0001134832-4	07/15/2016	07/15/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			86379T160ALI	07/15/2016	07/15/2017	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			TSF0001134832-4	07/15/2016	07/15/2017	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
B	EQUIPMENT FLOATER			TSF0001134832-4	07/15/2016	07/15/2017	LIMIT	275,577
B	INSTALLATION FLOATER			TSF0001134832-4	07/15/2016	07/15/2017	LIMIT Equipment Leased/Rented	365,000 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT: HIDALGO COUNTY PRECINCT NO. 1- FEMA ROAD DRAINAGE IMPROVEMENTS- MILE 8 NORTH ROAD

SEE ATTACHED VEHICLE SCHEDULES

CERTIFICATE HOLDER

HIDALGO COUNTY
2812 S. BUSINESS HIGHWAY 281
EDINBURG TX 78539-

Fax: ( ) -

CANCELLATION AI 017587

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 J Young

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AGENCY CUSTOMER ID: 7040

ACORD® VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 11/14/2016

AGENCY	CARRIER	NAIC CODE
San Juan Insurance Agency, Inc DBA	Technology Insurance Co., Inc.	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
TPP1058291 03	07/15/2016	ASAGO, LLC. ASAGO CONSTRUCTION

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
1	2008	NISSAN	TITAN/ PICKUP		1N6BA07D88N327160	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES																
PLEASURE	COMM'L	FOR HIRE		ADD'L NO-FAULT		UNDRINS MOTOR		LSP	RENT REIMB	DEDUCTIBLES		ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL		X LIAB	MED PAY		TOWING & LABOR	F		FG	AA		ST AMT	$	
	SERVICE		X NO-FAULT	X UNINS MOTOR		SPEC C OF L	FT	X COMP/ OTC		$		$	$ 1,000	COLL
							FTW	X COLL						

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
2	2005	FORD	F750/ WATER TRK		3FRXF75A85V215442	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES																
PLEASURE	COMM'L	FOR HIRE		ADD'L NO-FAULT		UNDRINS MOTOR		LSP	RENT REIMB	DEDUCTIBLES		ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL		X LIAB	MED PAY		TOWING & LABOR	F		FG	AA		ST AMT	$	
	SERVICE		X NO-FAULT	X UNINS MOTOR		SPEC C OF L	FT	X COMP/ OTC		$		$	$ 1,000	COLL
							FTW	X COLL						

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
3	2006	FORD	F250/ PICKUP		1FTNF20506EC55965	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES																
PLEASURE	COMM'L	FOR HIRE		ADD'L NO-FAULT		UNDRINS MOTOR		LSP	RENT REIMB	DEDUCTIBLES		ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL		X LIAB	MED PAY		TOWING & LABOR	F		FG	AA		ST AMT	$	
	SERVICE		X NO-FAULT	X UNINS MOTOR		SPEC C OF L	FT	X COMP/ OTC		$		$	$ 1,000	COLL
							FTW	X COLL						

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
4	2004	MACK	CX600 / TRK/TRAILER	TRK TRACTOR	1M1AE06Y94N018752	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES																
PLEASURE	COMM'L	FOR HIRE		ADD'L NO-FAULT		UNDRINS MOTOR		LSP	RENT REIMB	DEDUCTIBLES		ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL		X LIAB	MED PAY		TOWING & LABOR	F		FG	AA		ST AMT	$	
	SERVICE		X NO-FAULT	X UNINS MOTOR		SPEC C OF L	FT	X COMP/ OTC		$		$	$ 1,000	COLL
							FTW	X COLL						

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
5	1985	LUFKIN	DUMP TRAILER		1L01C3526F1069352	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/ 12,800							$

USE				CHECK COVERAGES																
PLEASURE	COMM'L	FOR HIRE		ADD'L NO-FAULT		UNDRINS MOTOR		LSP	RENT REIMB	DEDUCTIBLES		ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL		X LIAB	MED PAY		TOWING & LABOR	F		FG	AA		ST AMT	$	
	SERVICE		X NO-FAULT	X UNINS MOTOR		SPEC C OF L	FT	X COMP/ OTC		$		$	$ 1,000	COLL
							FTW	X COLL						

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

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AGENCY CUSTOMER ID: 7040

VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 11/14/2016

AGENCY	CARRIER	NAIC CODE
San Juan Insurance Agency, Inc DBA	Technology Insurance Co., Inc.	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
TPP1058291 03	07/15/2016	ASAGO, LLC. ASAGO CONSTRUCTION

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
6	2000	INTERNATIONAL	4700 / WATER TRK		1HTSCABM5YH256401	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES																		
	PLEASURE	COMM'L		FOR HIRE	X	LIAB		ADD'L NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV		COMP/ OTC	SPEC C OF L
	FARM	RETAIL			X	NO-FAULT	X	MED PAY		TOWING & LABOR		FT	X	COMP/ OTC		FG		AA		ST AMT	$	
		SERVICE						UNINS MOTOR		SPEC C OF L		FTW	X	COLL			$			$	$1,000	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
8	2011	CHEVROLET	PICKUP		1GCNCPEA9BZ279454	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES																		
	PLEASURE	COMM'L		FOR HIRE	X	LIAB		ADD'L NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV		COMP/ OTC	SPEC C OF L
	FARM	RETAIL			X	NO-FAULT	X	MED PAY		TOWING & LABOR		FT	X	COMP/ OTC		FG		AA		ST AMT	$	
		SERVICE						UNINS MOTOR		SPEC C OF L		FTW	X	COLL			$			$	$1,000	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
9	2011	CHEVROLET	PICKUP		1GCRCPEX0BZ342916	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES																		
	PLEASURE	COMM'L		FOR HIRE	X	LIAB		ADD'L NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV		COMP/ OTC	SPEC C OF L
	FARM	RETAIL			X	NO-FAULT	X	MED PAY		TOWING & LABOR		FT	X	COMP/ OTC		FG		AA		ST AMT	$	
		SERVICE						UNINS MOTOR		SPEC C OF L		FTW	X	COLL			$			$	$1,000	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
10	2011	CHEVROLET	SILVERADO ExtCab/PK		1GCRCPEX6BZ291678	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES																		
	PLEASURE	COMM'L		FOR HIRE	X	LIAB		ADD'L NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV		COMP/ OTC	SPEC C OF L
	FARM	RETAIL			X	NO-FAULT	X	MED PAY		TOWING & LABOR		FT	X	COMP/ OTC		FG		AA		ST AMT	$	
		SERVICE						UNINS MOTOR		SPEC C OF L		FTW	X	COLL			$			$	$1,000	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
12	1993	FORD	L9000/END DUMP		1FDZY90L2PVA31922	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES																		
	PLEASURE	COMM'L		FOR HIRE	X	LIAB		ADD'L NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV		COMP/ OTC	SPEC C OF L
	FARM	RETAIL			X	NO-FAULT	X	MED PAY		TOWING & LABOR		FT	X	COMP/ OTC		FG		AA		ST AMT	$	
		SERVICE						UNINS MOTOR		SPEC C OF L		FTW	X	COLL			$			$	$1,000	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

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AGENCY CUSTOMER ID: 7040

VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 11/14/2016

AGENCY	CARRIER	NAIC CODE
San Juan Insurance Agency, Inc DBA	Technology Insurance Co., Inc.	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
TPP1058291 03	07/15/2016	ASAGO, LLC. ASAGO CONSTRUCTION

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
13	1982	MACK / Trk/Asphalt Distribu	V.I.N.: 1M2K127C3CM005039	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE			CHECK COVERAGES														
PLEASURE	COMM'L	FOR HIRE	LIAB	X	ADD'L NO-FAULT		UNDRINS MOTOR	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL		NO-FAULT	X	MED PAY		TOWING & LABOR	FT	COMP/ OTC	FG	AA	ST AMT	$	
	SERVICE				UNINS MOTOR	X	SPEC C OF L	FTW	COLL		$		$	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
14	2001	COUNTRY BLACK / TRAILER	V.I.N.: 1C9182123Z1711573	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE			CHECK COVERAGES														
PLEASURE	COMM'L	FOR HIRE	LIAB		ADD'L NO-FAULT		UNDRINS MOTOR	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL		NO-FAULT		MED PAY		TOWING & LABOR	FT	COMP/ OTC	FG	AA	ST AMT	$	
	SERVICE				UNINS MOTOR		SPEC C OF L	FTW	COLL		$		$	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
15	1998	INTERNATIONAL / 4700/ Digger Derrick	V.I.N.: 1HTSCAAL8WH567195	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE			CHECK COVERAGES														
PLEASURE	COMM'L	FOR HIRE	LIAB		ADD'L NO-FAULT		UNDRINS MOTOR	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL		NO-FAULT		MED PAY		TOWING & LABOR	FT	COMP/ OTC	FG	AA	ST AMT	$	
	SERVICE				UNINS MOTOR		SPEC C OF L	FTW	COLL		$		$	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
17	2003	chevrolet / 2500HD crew cab Pick	V.I.N.: 1GCHC23UX3F108129	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE			CHECK COVERAGES														
PLEASURE	COMM'L	FOR HIRE	LIAB		ADD'L NO-FAULT		UNDRINS MOTOR	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL		NO-FAULT		MED PAY		TOWING & LABOR	FT	COMP/ OTC	FG	AA	ST AMT	$	
	SERVICE				UNINS MOTOR		SPEC C OF L	FTW	COLL		$		$	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
18	1997	ECONOLINE / FLAT BED TRAILER	V.I.N.: 42EDOMP29V1005427	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		25,000 /							$

USE			CHECK COVERAGES														
PLEASURE	COMM'L	FOR HIRE	LIAB		ADD'L NO-FAULT		UNDRINS MOTOR	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL		NO-FAULT		MED PAY		TOWING & LABOR	FT	COMP/ OTC	FG	AA	ST AMT	$	
	SERVICE				UNINS MOTOR		SPEC C OF L	FTW	COLL		$		$	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

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AGENCY CUSTOMER ID: 7040

VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 11/14/2016

AGENCY	CARRIER	NAIC CODE
San Juan Insurance Agency, Inc DBA	Technology Insurance Co., Inc.	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
TPP1058291 03	07/15/2016	ASAGO, LLC. ASAGO CONSTRUCTION

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
19	1985	Lufkin	End Dump Trailer		1L01C3526F1069352	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		12,800 /							$

USE				CHECK COVERAGES																		
	PLEASURE		COMM'L		FOR HIRE		LIAB		ADD'L NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV		COMP/ OTC		SPEC C OF L
	FARM		RETAIL				MED PAY				TOWING & LABOR		FT		COMP/ OTC		FG	AA		ST AMT	$			
			SERVICE				NO-FAULT		UNINS MOTOR		SPEC C OF L		FTW		COLL			$			$		COLL	

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
20	2006	Chevrolet	colorado LTZ Pickup		1GCCS148768325879	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES																		
	PLEASURE		COMM'L		FOR HIRE		LIAB		ADD'L NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV		COMP/ OTC		SPEC C OF L
	FARM		RETAIL				MED PAY				TOWING & LABOR		FT		COMP/ OTC		FG	AA		ST AMT	$			
			SERVICE				NO-FAULT		UNINS MOTOR		SPEC C OF L		FTW		COLL			$			$		COLL	

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
21	1993	Interstate	RGN 40 ton Lowboy		1JKSGN2B8PL350004	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES																		
	PLEASURE		COMM'L		FOR HIRE		LIAB		ADD'L NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV		COMP/ OTC		SPEC C OF L
	FARM		RETAIL				MED PAY				TOWING & LABOR		FT		COMP/ OTC		FG	AA		ST AMT	$			
			SERVICE				NO-FAULT		UNINS MOTOR		SPEC C OF L		FTW		COLL			$			$		COLL	

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
22	2007	Dragon	bottom dp trlr40ft		1UNSD40277C053310	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES																		
	PLEASURE		COMM'L		FOR HIRE		LIAB		ADD'L NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV		COMP/ OTC		SPEC C OF L
	FARM		RETAIL				MED PAY				TOWING & LABOR		FT		COMP/ OTC		FG	AA		ST AMT	$			
			SERVICE				NO-FAULT		UNINS MOTOR		SPEC C OF L		FTW		COLL			$			$		COLL	

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
23	2007	DRAGON	bottom DP trlr 40 ft		1UNSD40297C053311	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES																		
	PLEASURE		COMM'L		FOR HIRE		LIAB		ADD'L NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV		COMP/ OTC		SPEC C OF L
	FARM		RETAIL				MED PAY				TOWING & LABOR		FT		COMP/ OTC		FG	AA		ST AMT	$			
			SERVICE				NO-FAULT		UNINS MOTOR		SPEC C OF L		FTW		COLL			$			$		COLL	

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

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AGENCY CUSTOMER ID: 7040

VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 11/14/2016

AGENCY	CARRIER	NAIC CODE
San Juan Insurance Agency, Inc DBA	Technology Insurance Co., Inc.	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
TPP1058291 03	07/15/2016	ASAGO, LLC. ASAGO CONSTRUCTION

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE / MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
24	2003	CPS / Bottom Dump Trailer		5MC1116233P004460	PP SPEC COML			

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L / F / FT / FTW / LSP / COMP/OTC / COLL / RENT REIMB / FG

DEDUCTIBLES: ACV / AA / ST AMT / COMP/OTC $ / SPEC C OF L $ / COLL $

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + / NET VEH DR/CR:

TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
25	2005	International / 9200I Truck Tractor		3HSCEAHR15N0500631	PP SPEC COML			

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L / F / FT / FTW / LSP / COMP/OTC / COLL / RENT REIMB / FG

DEDUCTIBLES: ACV / AA / ST AMT / COMP/OTC $ / SPEC C OF L $ / COLL $

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + / NET VEH DR/CR:

TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
26	2003	MACK / CH613 Truck Tractor		1M1AA13Y23W150122	PP SPEC COML			

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L / F / FT / FTW / LSP / COMP/OTC / COLL / RENT REIMB / FG

DEDUCTIBLES: ACV / AA / ST AMT / COMP/OTC $ / SPEC C OF L $ / COLL $

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + / NET VEH DR/CR:

TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
27	2003	Mack / CH613 Truck Tractor		1M1AA18Y23W151666	PP SPEC COML			

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L / F / FT / FTW / LSP / COMP/OTC / COLL / RENT REIMB / FG

DEDUCTIBLES: ACV / AA / ST AMT / COMP/OTC $ / SPEC C OF L $ / COLL $

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + / NET VEH DR/CR:

TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
28	1997	RANCO /	TR	1R9BSE509VL008737	PP SPEC COML			

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L / F / FT / FTW / LSP / COMP/OTC / COLL / RENT REIMB / FG

DEDUCTIBLES: ACV / AA / ST AMT / COMP/OTC $ / SPEC C OF L $ / COLL $

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + / NET VEH DR/CR:

TOTAL PREM: $

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AGENCY CUSTOMER ID: 7040

ACORD® VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 11/14/2016

AGENCY	CARRIER	NAIC CODE
San Juan Insurance Agency, Inc DBA	Technology Insurance Co., Inc.	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
TPP1058291 03	07/15/2016	ASAGO, LLC. ASAGO CONSTRUCTION

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE / MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
29	1997	GMC / C7500		1GDM7H1J6VJ500146	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L / F / FT / FTW / LSP / COMP/ OTC / COLL / RENT REIMB / FG

DEDUCTIBLES: ACV / AA / ST AMT / COMP/ OTC $ / SPEC C OF L $ / COLL $

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + / NET VEH DR/CR: / TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
30	2013	INTERNATIONAL / PROSTAR TRUCK TRACTO		1HSDHSJR5DJ306041	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L / F / FT / FTW / LSP / COMP/ OTC / COLL / RENT REIMB / FG

DEDUCTIBLES: ACV / AA / ST AMT / COMP/ OTC $ / SPEC C OF L $ / COLL $

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + / NET VEH DR/CR: / TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
31	2013	INTERNATIONAL / PROSTAR TRUCK TRACTO		1HSDHSJR4DJ463219	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L / F / FT / FTW / LSP / COMP/ OTC / COLL / RENT REIMB / FG

DEDUCTIBLES: ACV / AA / ST AMT / COMP/ OTC $ / SPEC C OF L $ / COLL $

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + / NET VEH DR/CR: / TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
32	2013	INTERNATIONAL / PROSTAR TRUCK TRACTO		1HSDHSJR2DJ306224	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L / F / FT / FTW / LSP / COMP/ OTC / COLL / RENT REIMB / FG

DEDUCTIBLES: ACV / AA / ST AMT / COMP/ OTC $ / SPEC C OF L $ / COLL $

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + / NET VEH DR/CR: / TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
33	2000	PETERBILT / 378 4000 GALLON		1XPFST9X2YD536709	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L / F / FT / FTW / LSP / COMP/ OTC / COLL / RENT REIMB / FG

DEDUCTIBLES: ACV / AA / ST AMT / COMP/ OTC $ / SPEC C OF L $ / COLL $

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + / NET VEH DR/CR: / TOTAL PREM: $

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AGENCY CUSTOMER ID: 7040

VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 11/14/2016

AGENCY	CARRIER	NAIC CODE
San Juan Insurance Agency, Inc DBA	Technology Insurance Co., Inc.	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
TPP1058291 03	07/15/2016	ASAGO, LLC. ASAGO CONSTRUCTION

VEHICLE DESCRIPTION

VEH # 34 | YEAR 1998 | MAKE: MACH | MODEL: CH613 DUMP TRUCK | BODY TYPE: | V.I.N.: 1M1AA13Y2WW078519 | VEHICLE TYPE: PP SPEC COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS | STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE: TX | TERR | GVW / GCW | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW $

USE: PLEASURE, FARM, COMM'L, RETAIL, SERVICE, FOR HIRE

CHECK COVERAGES: LIAB, NO-FAULT, ADD'L NO-FAULT, MED PAY, UNINS MOTOR, UNDRINS MOTOR, TOWING & LABOR, SPEC C OF L, F, FT, FTW, LSP, COMP/OTC, COLL, RENT REIMB, FG

DEDUCTIBLES: ACV, AA, ST AMT, COMP/OTC $, SPEC C OF L $, COLL $

DRIVE TO WORK / SCHOOL | < 15 MILES | 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH # 35 | YEAR 2010 | MAKE: 40 FT T/A BOTTOM DUMP TRAILER | MODEL: RANCO | BODY TYPE: | V.I.N.: 1D9SD4029AR661042 | VEHICLE TYPE: PP SPEC COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS | STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE: TX | TERR | GVW / GCW | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW $

USE: PLEASURE, FARM, COMM'L, RETAIL, SERVICE, FOR HIRE

CHECK COVERAGES: LIAB, NO-FAULT, ADD'L NO-FAULT, MED PAY, UNINS MOTOR, UNDRINS MOTOR, TOWING & LABOR, SPEC C OF L, F, FT, FTW, LSP, COMP/OTC, COLL, RENT REIMB, FG

DEDUCTIBLES: ACV, AA, ST AMT, COMP/OTC $, SPEC C OF L $, COLL $

DRIVE TO WORK / SCHOOL | < 15 MILES | 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH # 36 | YEAR 1998 | MAKE: CPS SBD240 40 FT T/A | MODEL: BOTTOM DUMP TRAILER | BODY TYPE: | V.I.N.: 4Z4111621WP001058 | VEHICLE TYPE: PP SPEC COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS | STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE: TX | TERR | GVW / GCW | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW $

USE: PLEASURE, FARM, COMM'L, RETAIL, SERVICE, FOR HIRE

CHECK COVERAGES: LIAB, NO-FAULT, ADD'L NO-FAULT, MED PAY, UNINS MOTOR, UNDRINS MOTOR, TOWING & LABOR, SPEC C OF L, F, FT, FTW, LSP, COMP/OTC, COLL, RENT REIMB, FG

DEDUCTIBLES: ACV, AA, ST AMT, COMP/OTC $, SPEC C OF L $, COLL $

DRIVE TO WORK / SCHOOL | < 15 MILES | 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH # 37 | YEAR 2016 | MAKE: GMC | MODEL: SIERRA 1500 | BODY TYPE: | V.I.N.: 3GTP1NEC5GG346787 | VEHICLE TYPE: PP SPEC COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS | STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE: TX | TERR | GVW / GCW | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW $

USE: PLEASURE, FARM, COMM'L, RETAIL, SERVICE, FOR HIRE

CHECK COVERAGES: LIAB, NO-FAULT, ADD'L NO-FAULT, MED PAY, UNINS MOTOR, UNDRINS MOTOR, TOWING & LABOR, SPEC C OF L, F, FT, FTW, LSP, COMP/OTC, COLL, RENT REIMB, FG

DEDUCTIBLES: ACV, AA, ST AMT, COMP/OTC $, SPEC C OF L $, COLL $

DRIVE TO WORK / SCHOOL | < 15 MILES | 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH # 38 | YEAR 2006 | MAKE: MACK | MODEL: CXN 613 | BODY TYPE: | V.I.N.: 1M1AK06Y06N008784 | VEHICLE TYPE: PP SPEC COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS | STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE: TX | TERR | GVW / GCW | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW $

USE: PLEASURE, FARM, COMM'L, RETAIL, SERVICE, FOR HIRE

CHECK COVERAGES: LIAB, NO-FAULT, ADD'L NO-FAULT, MED PAY, UNINS MOTOR, UNDRINS MOTOR, TOWING & LABOR, SPEC C OF L, F, FT, FTW, LSP, COMP/OTC, COLL, RENT REIMB, FG

DEDUCTIBLES: ACV, AA, ST AMT, COMP/OTC $, SPEC C OF L $, COLL $

DRIVE TO WORK / SCHOOL | < 15 MILES | 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

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AGENCY CUSTOMER ID: 7040

VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 11/14/2016

AGENCY	CARRIER	NAIC CODE
San Juan Insurance Agency, Inc DBA	Technology Insurance Co., Inc.	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
TPP1058291 03	07/15/2016	ASAGO, LLC. ASAGO CONSTRUCTION

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
39	2004	MACK	CH 613		1M2AA13Y34N156675	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE, FARM, COMM'L, RETAIL, SERVICE, FOR HIRE

CHECK COVERAGES: LIAB, NO-FAULT, ADD'L NO-FAULT, MED PAY, UNINS MOTOR, UNDRINS MOTOR, TOWING & LABOR, SPEC C OF L, F, FT, FTW, LSP, COMP/OTC, COLL, RENT REIMB, FG

DEDUCTIBLES: ACV, AA, ST AMT, COMP/OTC, SPEC C OF L, $, $ COLL

DRIVE TO WORK / SCHOOL: < 15 MILES, 15 MILES +, NET VEH DR/CR:

TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
40	2007	CTS	BDT40		5TU1140297S000032	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE, FARM, COMM'L, RETAIL, SERVICE, FOR HIRE

CHECK COVERAGES: LIAB, NO-FAULT, ADD'L NO-FAULT, MED PAY, UNINS MOTOR, UNDRINS MOTOR, TOWING & LABOR, SPEC C OF L, F, FT, FTW, LSP, COMP/OTC, COLL, RENT REIMB, FG

DEDUCTIBLES: ACV, AA, ST AMT, COMP/OTC, SPEC C OF L, $, $ COLL

DRIVE TO WORK / SCHOOL: < 15 MILES, 15 MILES +, NET VEH DR/CR:

TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
41	2006	CTS	BDT40		1C91140236S770596	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE, FARM, COMM'L, RETAIL, SERVICE, FOR HIRE

CHECK COVERAGES: LIAB, NO-FAULT, ADD'L NO-FAULT, MED PAY, UNINS MOTOR, UNDRINS MOTOR, TOWING & LABOR, SPEC C OF L, F, FT, FTW, LSP, COMP/OTC, COLL, RENT REIMB, FG

DEDUCTIBLES: ACV, AA, ST AMT, COMP/OTC, SPEC C OF L, $, $ COLL

DRIVE TO WORK / SCHOOL: < 15 MILES, 15 MILES +, NET VEH DR/CR:

TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
42	2006	CTS	BDT40		5TU1140246S000566	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE, FARM, COMM'L, RETAIL, SERVICE, FOR HIRE

CHECK COVERAGES: LIAB, NO-FAULT, ADD'L NO-FAULT, MED PAY, UNINS MOTOR, UNDRINS MOTOR, TOWING & LABOR, SPEC C OF L, F, FT, FTW, LSP, COMP/OTC, COLL, RENT REIMB, FG

DEDUCTIBLES: ACV, AA, ST AMT, COMP/OTC, SPEC C OF L, $, $ COLL

DRIVE TO WORK / SCHOOL: < 15 MILES, 15 MILES +, NET VEH DR/CR:

TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
						PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE: PLEASURE, FARM, COMM'L, RETAIL, SERVICE, FOR HIRE

CHECK COVERAGES: LIAB, NO-FAULT, ADD'L NO-FAULT, MED PAY, UNINS MOTOR, UNDRINS MOTOR, TOWING & LABOR, SPEC C OF L, F, FT, FTW, LSP, COMP/OTC, COLL, RENT REIMB, FG

DEDUCTIBLES: ACV, AA, ST AMT, COMP/OTC, SPEC C OF L, $, $ COLL

DRIVE TO WORK / SCHOOL: < 15 MILES, 15 MILES +, NET VEH DR/CR:

TOTAL PREM: $

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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.**

Asago, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date 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.**

NONE

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.**

NONE

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

10/17/2016

Date

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, Raul Iglesias, 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: _____, Member

Subscribed and sworn to before me this ~~October~~ 18th day of October, 2016.

_____
Notary Public

My commission expires: 20th day of May, 2019

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: Raul Iglesias
Title: Member
Telephone Number: 956-607-0741
Date: 10/17/2016

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: Asago, LLC Telephone No. (956) 607-0741

dba Name: Asago Construction

Legal Name: Asago, LLC

Mailing Address : 2113 Pecos St. Fax No. (956) 585-7040

Physical Address: 2112 S. Shary Rd. # 17

City, State, Zip Mission, TX 78572 Tax I.D. No. 74-2821087

Remit to Address : 2113 Pecos St. City, State, Zip Mission, TX 78572

E-Mail Address: asago@rgv.rr.com

Representative(s) Name(s) & Title(s) Raul Iglesias, Member

Type of Organization (check one): ____ Individual ____ Partnership ____ Corporation ____ Non-Profit
__X__ LLC ____ Sole Proprietor ____ Other, Specify

State Identification No.____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: ____ Date:____ Other:

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
____ Distributor __X__ Service Organization ____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Raul Iglesias, 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 ☒ No

Indicate Certification No.(s):____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?: Construction Services

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:

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-16-361-11-01

This Agreement, entered into this 1st day of November,2016 by and between Hidalgo County (hereinafter called the "OWNER," and, Asago, LLC dba Asago Construction (a limited liability company), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements – Mile 8 North Road

Hereinafter called the project, for the sum of $168,377.57 (One Hundred Sixty-Eight Thousand Three Hundred and Seventy-Seven Dollars and Fifty-Seven Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by LeFevre Engineering & Management Consulting, LLC, entitled the Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 90 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $250.00for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, 1st of November, 2016.

CONTRACTOR: _____
Print Name & Title: Raul Iglesias, Manager
Name of Firm: Asago, LLC dba Asago Construction

Address: 2113 Pecos Street, Mission, Texas 78572

Fed I.D. #/SS #: 74-2821087

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 9th day of November, 2016, by Member (Title) Of and on behalf of Asago, LLC (a limited liability company)

_____
Notary Public-Signature

ELIZABETH HERNANDEZ
Notary Public, State of Texas
ID# 12601249-2
My Commission Expires
01-25-2019

APPROVED AS TO FORM:
Atlas, Hall Rodriguez, L.L.P.

BY: _____
Stephen L. Crain

DATE: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Ramon Garcia, County Judge

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:
2016-129508

Date Filed:
10/27/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Asago, 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 Precinct No. 1

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 services, goods, or other property to be provided under the contract.

2016-361-10-19-YSS
FEMA Road Drainage Improvements - Mile 8 North Road (Between Mile 2 East and Address 1267, Mercedes, Texas)

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.

GERALD WILLIAM ALBRECHT
Notary Public, State of Texas
Comm. Expires 06-15-2019
Notary ID 13025911-0

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Raul Iglesias Villarreal, this the 27th day of October, 2016, 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
Gerald William Albrecht	Gerald William Albrecht	Notary

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Asago, LLC

Business name, if different from above
Asago Construction

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☒ Other ▶ .....LLC..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
2113 Pecos St.

Requester's name and address (optional)

City, state, and ZIP code
Mission, TX 78572

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
7	4	–	2	8	2	1	0	8	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. 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 ▶ **10/17/2016**

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.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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: Asago Construction

Address: 2113 Pecos St., Mission, TX 78572

2112 S. Shary Rd. # 17, Mission, TX 78572

Date Organized: 1/31/1997 Date Incorporated: _____

Office Number: 956-607-0741 Fax Number: 956-585-7040

Number of years in business under present name: 18

Type of work performed by your company: Road and Drainage Construction

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 Drainage District # 1

Address: 2802 S. Business Hwy 281, Edinburg, Tx 78539

Ph/Fx Number: 956-316-2626 Email: _____

Scope of Work Description: Edinburg WWTP Effluent Line Roadway Crossings

Date Completed: 2013 Total Cost: 763,581.39

****

2. Owner: Hidalgo County

Address: 2802 S. Business Hwy 281, Edinburg, Tx 78539

Ph/Fx Number: 956-318-2626 Email: _____

Scope of Work Description: Road & Drainage Improvements at Rancho Escondido Subdivision

Date Completed: 2013 Total Cost: $379,063.33

****

3. Owner: Hidalgo County Precinct # 2

Address: 2802 S. Business Hwy 281, Edinburg, Tx 78539

Ph/Fx Number: 956-318-2626 Email: _____

Scope of Work Description: Road & Draiange Improvements at Mid-Valley Estates

Date Completed: 2012 Total Cost: $ 317,767

****

4. Owner: Hidalgo County

Address: 2802 S. Business Hwy 281, Edinburg, Tx 78539

Ph/Fx Number: 956-318-2626 Email: _____

Scope of Work Description: Road & Drainage Improvements at Pentecostal Subdivision

Date Completed: 2012 Total Cost: $ 190,325.60

****

5. Owner: Hidalgo County Precinct # 2 & Urban County Program

Address: 2802 S. Business Hwy 281, Edinburg, Tx 78539

Ph/Fx Number: 956-318-2626 Email: _____

Scope of Work Description: South Tower Road Improvement

Date Completed: 2012 Total Cost: $ 418,500.00

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

Texas Department of Transportation - US 281 Highway Reconstruction

Texas Department of Transportation - Edinburg Safe Routes to School Phase II

Texas Department of Transportation - Edinburg Safe Routes to School Phase I

4. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County's project that will comprise at least 20% of the total project cost. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

   Failure to submit the information as required may result in a disqualification of your bid.

   None

5. **PERFORMANCE OF WORK BY BIDDER:** Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

   The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

   Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this 18th day of October, 2016.

By Raul Iglesias

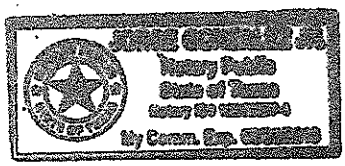
Title Member

Subscribed and sworn to me this 18th day of October, 2016

By: _____

Notary Public in and for Hidalgo County, Texas

My commission expires 05/20/2019



SALES TAX AND LOCAL SALES TAX
EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statues of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statues of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the 1st day of November, 2016.

Contractor

THE COUNTY OF HIDALGO
TEXAS

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 1
FEMA Road Drainage Improvements Work Authorization No.1:
Mile 8 North Road (between Mile 2 East and address 1267, Mercedes, Texas)

BID NO. 2016-361-10-19-YSS

RFB SUBMITTAL CHECK LIST

All forms listed below must be submitted in the RFB response. If forms are not submitted, your response may be considered as non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

- ✓ Page 9 of Legal Notice
- ✓ Exhibit "C" – Acknowledgement forms (pages 3 and 4)
- ✓ Exhibit "D1 Revised CIQ Form –Copy of County Clerk File Recording fee receipt
- ✓ Exhibit "E" Proposers Affidavit
- ✓ Vendor Bidder Application and IRS form W-9
- ✓ Certification Regarding Debarment
- ✓ Statement of Credentials
- ✓ Submittal Check List
- ✓ One (1) Original, three (3) Copies of Response.

Signature

Raul Iglesias
Printed Name

10/17/2016
Date

BID PAGE

Hidalgo County
Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements Work Authorization No. 1: Mile 8 North (between Mile 2 East and address 1267, Mercedes, Texas)
Bid No.: 2016-361-10-19-YSS

SCOPE OF WORK DESCRIPTION:
Drainage Improvements to Mile 8 North

BID PRICE: $ 168,377.57

BIDDER/COMPANY NAME: ASAGO, LLC dba ASAGO CONSTRUCTION

ADDRESS: 2113 Pecos St.

CITY/STATE/ZIP CODE: Mission, TX 78572

PHONE & FAX NO.'S: 956-607-0741 & 956-585-7040

CELLULAR #: 956-279-9787

AUTHORIZED SIGNATURE:

PRINTED NAME: Raul Iglesias

TITLE: Member

OPENED
9:42 10/19/16

Witnessed

9/1

BID FOR UNIT PRICE CONTRACTS

PLACE Hidalgo County
DATE 10/19/2016
PROJECT NO. 2016-361-10-19-YSS

Proposal of ASAGO, LLC (hereinafter called "Bidder") a corporation/ a partnership, or an individual doing business as: ASAGO CONSTRUCITON.

TO the **Hidalgo County – Precinct No. 1** (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of ROAD & DRAINAGE IMPROVEMENTS - MILE 8 NORTH RD having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is part.

Bidder hereby agrees to commence work under this contract on or about date to be specified in written "Notice to Proceed" of the owner and to fully complete the project within 90 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of $250.00 for each consecutive calendar day thereafter as herein after provided in Paragraph 19 of the General Conditions.

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM:

Addendum # 1 on 10/17/2016

*Insert corporation, partnership or individual as applicable.
Bidder agrees to perform all of the ROAD & DRAINAGE CONSTRUCTION work described in the specifications and shown on plans, for the following unit prices:

ITEM NO.	ITEM DESCRIPTION		UNIT	UNIT QTY.	UNIT PRICE IN FIGURES (1)	TOTAL FIGURES
	Hidalgo County Precinct No. 1- Mile 8 North (between Mile 2 East and address 1267, Mercedes, Texas)					
1-1	Mobilization, Bonds and Insurance (not to exceed 3% of Total Bid) and project signage.		LS	1	$3,00.00	$3,000.00
1-2	Traffic Control Plan signed and sealed by a professional engineer licensed in Texas		LS	1	$3,000.00	$3,000.00
1-3	Excavate and haul away for reclamation 2-inch deep Asphalt wear surface and 4-inches of Caliche base, Note: base is 4 feet wider than wear surface. Treat existing sub base with 2% lime and compact to achieve proposed sub base.		SY	9,856	$1.00	$9,856.00
1-4	Install Biaxial Geogrid #1200 material over Sub Base.		SY	9,856	$1.25	$12,320.00
1-5	Furnish and Install 6-inch deep compacted Caliche Base course. Note: this Base Course is Four (4) Feet wider than the Asphalt Wear Course (Two (2) Feet wider on each side of the road) to provide a stable shoulder.		SY	9,856	$4.25	$41,888.00
1-6	Furnish and Apply a 1.5% Lime Treatment to the Caliche Base Material.		SY	9,856	$1.85	$18,233.60
1-7	Furnish and Apply a Prime Coat (MC-30) (0.2 GAL/SY) Asphaltic material on Caliche Base surface.		SY	8,213.33	$1.00	$8,213.33
1-8	Furnish, Install and Roll a 2-inch deep HMAC Type "D" Asphalt wear surface.		SY	8,213.33	$7.50	$61,599.98
1-9	Install pavement marking and lines.		SY	8,213.33	$0.80	$6,570.66
1-10	Regrade Roadside Ditches		LF	7,392	$0.50	$3,696.00
		Hidalgo County Precinct No.1 – Mile 8 North TOTAL BASE BID:				$168,377.57

TOTAL BASE BID: $ 168,377.57

(words) One Hundred Sixty Eight Thousand Three Hundred Seventy Seven Dollars and Fifty Seven Cents.

(AMOUNTS ARE TO BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN)

The above unit price shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond, or Bonds as required by Paragraph 29 of the General Conditions. The bid security attached in the sum of

$ 5% BID BOND .

($ _____) is to become the property of the Owner in the event that contract and the bond are not executed within the time above set forth, as liquidated damages for the delay and additional expenses to the owner caused thereby.

Respectfully submitted:

By: _____, MEMBER
(Title)

2113 PECOS ST., MISSION, TX 78572
(Business Address and Zip Code)

(SEAL – if bid is by a corporation)

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 Asago, LLC dba Asago Construction (hereinafter called the Principal(s)), as Principal(s), and Hartford Fire Insurance 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 Sixty-Eight Thousand Seventy-Seven. 55/100 Dollars ($ 168,377.57) 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 1st day of November, 20 16, for the Hidalgo County Precinct No. 1 - FEMA Road Drainage Improv - Mile 8 North Road 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 1st day of NOVEMBER, A.D., 20 16.

Asago, LLC dba Asago Construction
PRINCIPAL

ATTEST:

(Principal) Secretary
(Seal)

Signature

Anita Villarreal
Witness as to Principal

2113 Pecos St., Mission, TX 78572
Address

Raul Iglesias
Print/Type Name

2113 Pecos St., Mission, TX 78572
Address

ATTEST:

Hartford Fire Insurance Company
Surety

(Surety) Secretary
(Seal)

Attorney-in-Fact (Signature)

Phil Young
Witness as to Surety

400 W. Expressway 83, San Juan, TX 78589
Address

Andy Alvarez
Print/Type Name

400 W. Expressway 83, San Juan, TX 78589
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.

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 Asago, LLC, dba Asago Construction (hereinafter called the Principal(s), as Principal (s), and Hartford Fire Insurance 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 Sixty-Eight Thousand Seventy-Seven and Fifty-Five Cents Dollars ($ 168,377.57) 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 1st day of November, 2016 for the Hidalgo Cty Pct # 1 - Fema Road Drainage Improvements - Mile 8 North Road 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 1st day of November, A.D., 2016.

Asago, LLC dba Asago Construction
PRINCIPAL

ATTEST:

(Principal) Secretary
(Seal)

Signature

PERFORMANCE BOND CONTINUED:

Anita Villarreal	Raul Iglesias
Witness as to Principal	Print/Type Name
2113 Pecos St., Mission, TX 78572	2113 Pecos St., Mission, TX 78572
Address	Address
ATTEST:	Hartford Fire Insurance Company
	Surety
(Surety Secretary)	Attorney-in-Fact (Signature)
Phil Young	Andy Alvarez
Witness as to Surety	Print/Type Name
400 W. Expressway 83, San Juan, TX 78589	400 W. Expressway 83, San Juan, TX 78589
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.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call Hartford Insurance Group at the toll free telephone number for information or to make a complaint at:

1-800-392-7805

You may also write to The Hartford:

The Hartford
Hartford Financial Products
2 Park Avenue, 5th Floor
New York, New York 10016
1-212-277-0400

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
Fax Number (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for your information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja.

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de The Hartford Insurance Group para informacion o para someter una queja al

1-800-392-7805

Usted tambien puede escribir a The Hartford.

The Hartford
Hartford Financial Products
2 Park Avenue, 5th Floor
New York, New York 10016
1-212-277-0400

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
Fax Number (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con su agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Bond # 65BCSHN0596

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
Bond T-4
One Hartford Plaza
Hartford, Connecticut 06155
call: **888-266-3488** *or fax:* **860-757-5835)**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 65-813646

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Andy Alvarez, Phil Young, Dewey Young of SAN JUAN, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

CERTIFICATE

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of November 1st, 2016

Signed and sealed at the City of Hartford.

Gary W. Stumper, Vice President

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

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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 perfomance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified 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 14.02 C.1 Replace **"Ten days"** with **"Thirty days"** to read as follows: Thirty days after presentation of the Application for Payment to OWNER with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER TO CONTRACTOR.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

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

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

Sect. Name
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: R.S. 161, sec. 2, 48 Stat. 848; Reorg. Plan No. 14, of 1950, 64 Stat. 1267; 5 U.S.C. 301; 40 U.S.C. 276c.
Source: 29 FR 97, Jan. 4, 1964, unless otherwise noted.

29 CFR 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.

29 CFR 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 types, 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, 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 United States includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly 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 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 instrumentalities 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 instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

29 CFR 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 this part 3 and part 5 of this chapter during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, ``Statement of Compliance'', or on an identical form on the back of WH 347, ``Payroll (For Contractors Optional Use)'' or on any form with identical wording. Sample copies of WH 347 and WH 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 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982]

29 CFR 3.4 - Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.
(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer 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.
(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

29 CFR 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.
(j) 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 Sec. 516.25(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 property 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 furnished 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 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.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

29 CFR 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 Sec. 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.

29 CFR 3.7 - Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under Sec. 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 1 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 Sec. 3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 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 thereby, 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.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

29 CFR 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 Sec. 3.6; and shall notify the applicant in writing of his decision.

29 CFR 3.9 - Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.

29 CFR 3.10 - Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable 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.

29 CFR 3.11 - Regulations part of contract.

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 Sec. 5.5(a) of this subtitle.

U.S. Department of Housing
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Labor Relations Desk Guide
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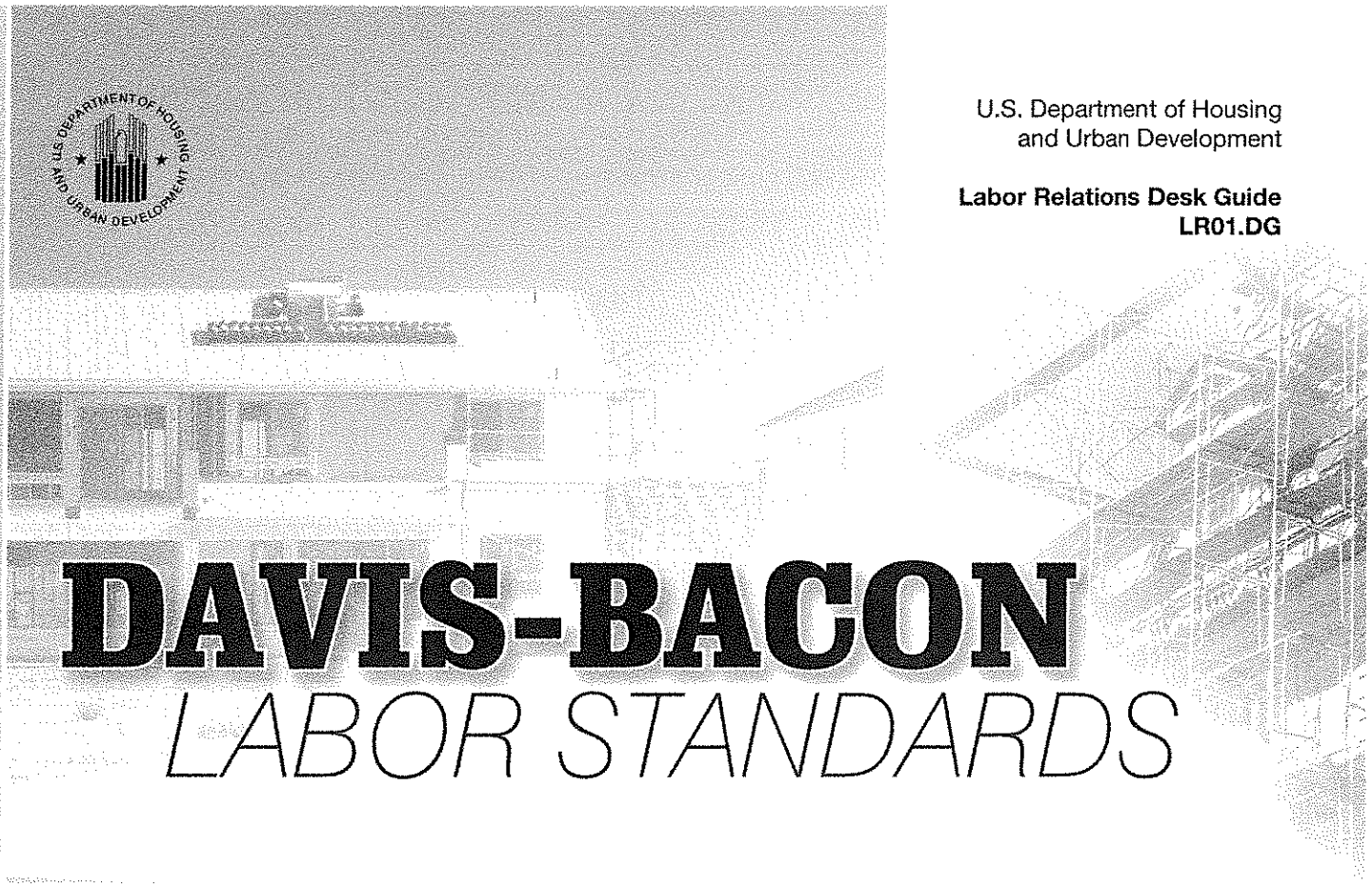
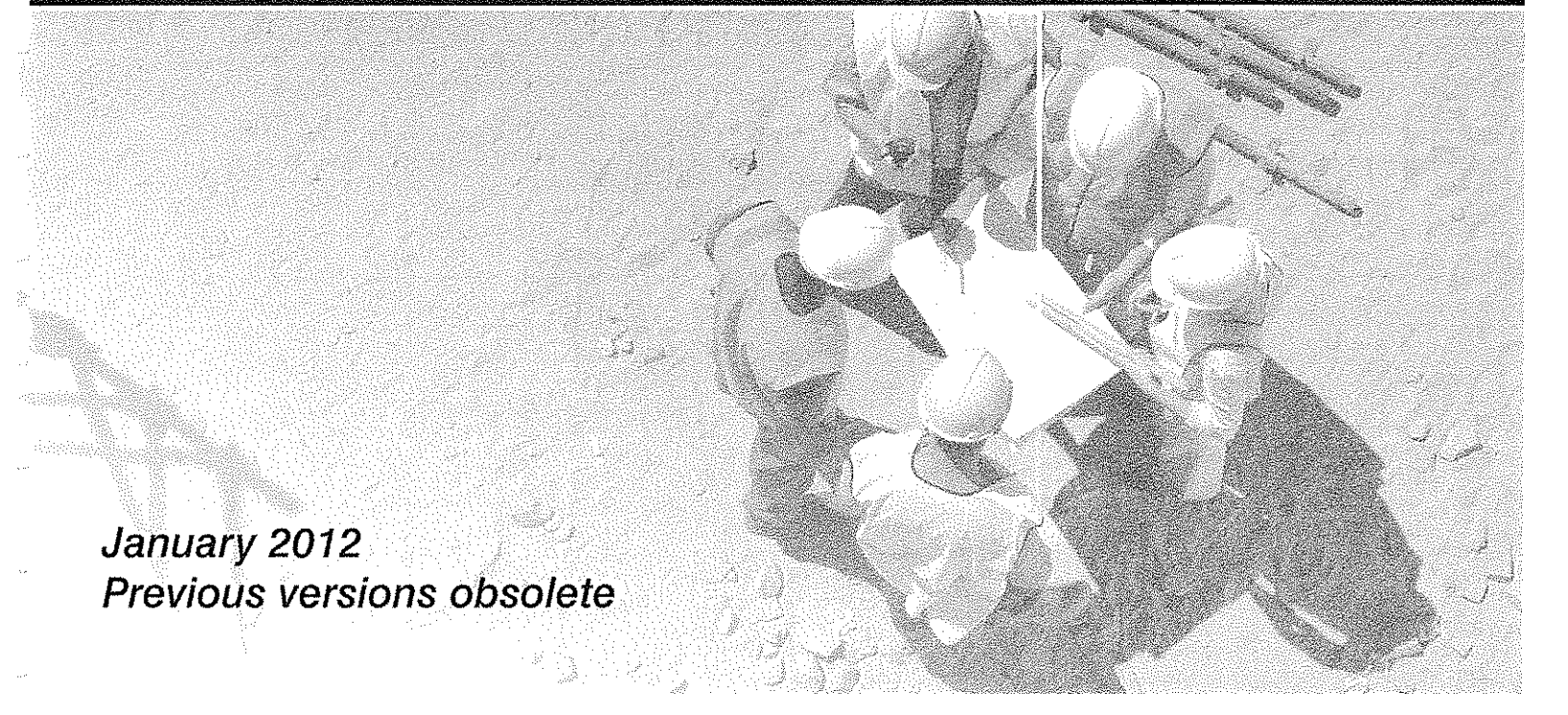


DAVIS-BACON
LABOR STANDARDS

A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects



January 2012
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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
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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

(07/07)

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

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.: 1235-0008
Expires: 01/31/2015

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
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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.

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. **Apprentices and Trainees.**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subpara-

graph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EMPLOYEE RIGHTS
UNDER THE DAVIS-BACON ACT
FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES — You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME — You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT — Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES — Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY — If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.

For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WHD U.S. Wage and Hour Division

WWW.WAGEHOUR.DOL.GOV

DERECHOS DEL EMPLEADO
BAJO LA LEY DAVIS-BACON
PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.

Para obtener información adicional:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WWW.WAGEHOUR.DOL.GOV

WHD U.S. Wage and Hour Division

Equal Employment Opportunity is
THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN
Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY
Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE
The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)
In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS
Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION
All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED
There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:
The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN
Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES
Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION
Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX
In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES
Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

La igualdad de oportunidades de empleo es

LA LEY

Empleadores privados, gobiernos locales y estatales, instituciones educativas, agencias de empleo y organizaciones de trabajo

Los postulantes y empleados de la mayoría de los empleadores privados, los gobiernos locales y estatales, las instituciones educativas, las agencias de empleo y las organizaciones de trabajo están protegidos por la ley federal contra la discriminación en función de:

RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA
El Título VII de la Ley de Derechos Civiles (Civil Rights Act) de 1964, con sus modificaciones, protege a los postulantes y a los empleados contra la discriminación en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo, en función de raza, color, religión, sexo (incluidas las embarazadas) o procedencia. La discriminación religiosa se refiere a la falta de adaptación razonable a las prácticas religiosas de un empleado, siempre y cuando dicha adaptación no provoque una dificultad económica desmedida para la compañía.

DISCAPACIDAD
Los Títulos I y V de la Ley de Estadounidenses con Discapacidades (Americans with Disabilities Act) de 1990, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía.

EDAD
La Ley contra la Discriminación Laboral por Edad (Age Discrimination in Employment Act) de 1967, con sus modificaciones, protege a los postulantes y empleados de 40 años o más contra la discriminación por cuestiones de edad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo.

SEXO (SALARIOS)
Además de lo establecido en el Título VII de la Ley de Derechos Civiles, con sus modificaciones, la Ley de Igualdad en las Remuneraciones (Equal Pay Act) de 1963, con sus modificaciones, también prohíbe la discriminación sexual en el pago de los salarios a las mujeres y los hombres que realicen básicamente el mismo trabajo, en empleos que requieran las mismas habilidades, esfuerzo y responsabilidad, en condiciones laborales similares, en el mismo establecimiento.

GENÉTICA
El Título II de la Ley de No Discriminación por Información Genética (Genetic Information Nondiscrimination Act, GINA) de 2008 protege a los postulantes y empleados contra la discriminación basada en la información genética en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La GINA también limita la adquisición de información genética por parte de los empleadores y condiciona de manera estricta su divulgación. La información genética incluye las pruebas genéticas de los postulantes, empleados o integrantes de sus familias, la manifestación de enfermedades o trastornos de los miembros de la familia (historia médica familiar) y las solicitudes o la recepción de servicios genéticos por parte de los postulantes, empleados o integrantes de sus familias.

REPRESALIAS
Todas estas leyes federales prohíben a las entidades cubiertas que tomen represalias en contra de una persona que presenta una cargo por discriminación, participa en un procedimiento por discriminación o que, de algún otro modo, se opone a una práctica laboral ilícita.

QUÉ DEBE HACER SI CONSIDERA QUE ES VÍCTIMA DE LA DISCRIMINACIÓN
Existen plazos estrictos para presentar cargos por discriminación laboral. A fin de preservar la capacidad de la Comisión para la Igualdad de Oportunidades en el Empleo (Equal Employment Opportunity Commission, EEOC) de actuar en representación suya y proteger su derecho a iniciar una demanda privada si fuese necesario en última instancia, debe comunicarse con la EEOC apenas sospeche que se produjo un hecho de discriminación: Comisión para la Igualdad de Oportunidades en el Empleo de los Estados Unidos, 1-800-669-4000 (línea gratuita) o 1-800-669-6820 (línea gratuita TTY para las personas con problemas auditivos). Puede encontrar información sobre las sucursales de la EEOC en www.eeoc.gov o en la mayoría de las guías telefónicas en la sección Gobierno Federal o Gobierno de los Estados Unidos. También puede obtener información adicional sobre la EEOC, incluso cómo presentar un cargo, en www.eeoc.gov.

Empleadores que tengan contratos o subcontratos con el gobierno federal

Los postulantes y empleados de las compañías que tengan un contrato o subcontrato con el gobierno federal están protegidos por la ley federal contra la discriminación en función de:

RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA
El Decreto Ejecutivo 11246, con sus modificaciones, prohíbe la discriminación en el trabajo en función de raza, color, religión, sexo o procedencia y exige que se implementen acciones afirmativas para garantizar la igualdad de oportunidades en todos los aspectos laborales.

PERSONAS CON DISCAPACIDADES
La Sección 503 de la Ley de Rehabilitación *(Rehabilitation Act)* de 1973, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía. La Sección 503 también exige que los contratistas federales implementen acciones afirmativas para emplear y avanzar en el empleo de personas idóneas con discapacidades en todos los niveles laborales, incluido el nivel ejecutivo.

VETERANOS DISCAPACITADOS, RECIÉN RETIRADOS, BAJO PROTECCIÓN Y CON MEDALLA POR SERVICIO A LAS FUERZAS ARMADAS
La Ley de Asistencia a la Readaptación de Veteranos de Vietnam *(Vietnam Era Veterans' Readjustment Assistance Act)* de 1974, con sus modificaciones, 38 U.S.C. 4212, prohíbe la discriminación laboral y exige que se implementen acciones afirmativas para emplear y avanzar en el empleo de los veteranos discapacitados, recién retirados (en el plazo de los tres años posteriores a la baja o al cese del servicio activo), otros veteranos bajo protección (los veteranos que prestaron servicio durante una guerra o en una campaña o expedición para la cual se les autorizó una insignia de campaña) y los veteranos con medalla por servicio a las Fuerzas Armadas (aquellos que durante el servicio activo, participaron en una operación militar de los Estados Unidos por la cual se los reconoció con una medalla por servicio a las Fuerzas Armadas).

REPRESALIAS
Quedan prohibidas las represalias contra una persona que presenta una demanda por discriminación, participa en un procedimiento de la Oficina de Programas de Cumplimiento de Contratos Federales (*Office of Federal Contract Compliance Programs*, OFCCP) o que se oponga, de algún otro modo, a la discriminación según estas leyes federales.

Toda persona que considere que un contratista violó sus obligaciones de acción afirmativa o no discriminación según las autoridades mencionadas anteriormente debe comunicarse de inmediato con:

La Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP), Departamento de Trabajo de los Estados Unidos, 200 Constitution Avenue, N.W., Washington, D.C. 20210, teléfono 1-800-397-6251 (línea gratuita) o (202) 693-1337 (línea TTY). También puede enviar un mensaje de correo electrónico a la OFCCP (OFCCP-Public@dol.gov) o bien, llamar a una de sus oficinas regionales o del distrito, las cuales aparecen en la mayoría de las guías telefónicas en la sección Gobierno de los Estados Unidos, Departamento de Trabajo.

Programas o actividades que reciben asistencia financiera federal

RAZA, COLOR, PROCEDENCIA, SEXO
Además de las protecciones establecidas en el Título VII de la Ley de Derechos Civiles de 1964 y sus modificaciones, el Título VI de dicha ley, con sus modificaciones, prohíbe la discriminación por raza, color o procedencia en los programas o las actividades que reciban asistencia financiera federal. La discriminación laboral está cubierta por el Título VI si el objetivo principal de la asistencia financiera es brindar empleo, o si la discriminación laboral provoca o puede provocar discriminación cuando se proporcionan los servicios de dichos programas. El Título IX de las Reformas Educativas de 1972 prohíbe la discriminación laboral según el sexo en los programas o las actividades educativas que reciben asistencia financiera federal.

PERSONAS CON DISCAPACIDADES
La Sección 504 de la Ley de Rehabilitación de 1973, con sus modificaciones, prohíbe la discriminación laboral por discapacidad en cualquier programa o actividad que reciba asistencia financiera federal. Queda prohibida la discriminación en todos los aspectos laborales contra las personas discapacitadas que, con o sin adaptaciones razonables, pueden desempeñar las funciones esenciales del trabajo.

Si cree que ha sido víctima de discriminación en algún programa de una institución que reciba asistencia financiera federal, debe comunicarse de inmediato con la agencia federal que brinda dicha asistencia.

EMPLOYEE RIGHTS AND RESPONSIBILITIES
UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement
FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements
Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections
During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements
Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition
A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave
An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave
Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities
Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities
Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers
FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement
An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.

For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

U.S. Wage and Hour Division

EMPLOYEE RIGHTS
UNDER THE FAIR LABOR STANDARDS ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

FEDERAL MINIMUM WAGE
$7.25 PER HOUR
BEGINNING JULY 24, 2009

OVERTIME PAY At least 1½ times your regular rate of pay for all hours worked over 40 in a workweek.

CHILD LABOR An employee must be at least **16** years old to work in most non-farm jobs and at least **18** to work in non-farm jobs declared hazardous by the Secretary of Labor.

Youths **14** and **15** years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs under the following conditions:

No more than
- **3** hours on a school day or **18** hours in a school week;
- **8** hours on a non-school day or **40** hours in a non-school week.

Also, work may not begin before **7 a.m.** or end after **7 p.m.**, except from June 1 through Labor Day, when evening hours are extended to **9 p.m.** Different rules apply in agricultural employment.

TIP CREDIT Employers of "tipped employees" must pay a cash wage of at least $2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee's tips combined with the employer's cash wage of at least $2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference. Certain other conditions must also be met.

ENFORCEMENT The Department of Labor may recover back wages either administratively or through court action, for the employees that have been underpaid in violation of the law. Violations may result in civil or criminal action.

Employers may be assessed civil money penalties of up to $1,100 for each willful or repeated violation of the minimum wage or overtime pay provisions of the law and up to $11,000 for each employee who is the subject of a violation of the Act's child labor provisions. In addition, a civil money penalty of up to $50,000 may be assessed for each child labor violation that causes the death or serious injury of any minor employee, and such assessments may be doubled, up to $100,000, when the violations are determined to be willful or repeated. The law also prohibits discriminating against or discharging workers who file a complaint or participate in any proceeding under the Act.

ADDITIONAL INFORMATION
- Certain occupations and establishments are exempt from the minimum wage and/or overtime pay provisions.
- Special provisions apply to workers in American Samoa and the Commonwealth of the Northern Mariana Islands.
- Some state laws provide greater employee protections; employers must comply with both.
- The law requires employers to display this poster where employees can readily see it.
- Employees under 20 years of age may be paid $4.25 per hour during their first 90 consecutive calendar days of employment with an employer.
- Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.

For additional information:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627

WHD U.S. Wage and Hour Division

WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division

WHD Publication 1088 (Revised July 2009)

DERECHOS DEL EMPLEADO
BAJO LA LEY DE NORMAS JUSTAS DE TRABAJO

SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

SALARIO MÍNIMO FEDERAL
$7.25 POR HORA

A PARTIR DEL 24 DE JULIO DE 2009

PAGO DE SOBRETIEMPO

Por lo menos tiempo y medio (1½) de su tasa regular de pago por todas las horas trabajadas en exceso de 40 en una semana laboral.

EMPLEO DE MENORES DE EDAD

El empleado ha de tener por lo menos **16** años de edad para trabajar en la mayoría de los trabajos no agrícolas y por lo menos tener **18** años para trabajar en trabajos no agrícolas declarados arriesgados por el/la Secretario(a) de Trabajo.

Jóvenes de **14** y **15** años de edad pueden trabajar fuera de horas escolares en varios trabajos que no sean en fabricación, minería, o arriesgados, bajo las siguientes condiciones:

No más de
- **3** horas en un día escolar o **18** horas en una semana escolar;
- **8** horas en un día no escolar o **40** horas en una semana no escolar.

Además, el trabajo no puede empezar antes de las **7 de la mañana** o terminar después de las **7 de la tarde** salvo del primero de junio hasta el Día de Labor, cuando las horas de la tarde se extienden hasta las **9 de la noche**. Se aplican reglas distintas al empleo agrícola.

CRÉDITO POR PROPINAS

Empresarios de empleados que reciben propinas han de pagar un salario en efectivo de por lo menos $2.13 por hora si declaran un crédito por propina contra sus obligaciones hacia el salario mínimo. Si las propinas del empleado combinadas con el salario en efectivo que paga el empresario de por lo menos $2.13 por hora no equivalen al salario mínimo por hora, el empresario ha de suplir la diferencia. También se tiene que cumplir con otras condiciones.

CUMPLIMIENTO

El Departamento de Trabajo puede recuperar salarios atrasados administrativamente o mediante acción legal en los tribunales, para empleados a los cuales se les haya pagado por debajo y en violación de la ley.

A los empresarios se les puede imponer penas pecuniarias civiles de hasta $1,100 por cada infracción intencional o repetida de las provisiones de la ley del pago del salario mínimo y del pago de sobretiempo y hasta $11,000 por cada empleado que sea empleado en violación de las provisiones de la ley sobre el empleo de menores. Adicionalmente, se puede imponer una pena pecuniaria civil de hasta $50,000 por cada infracción de las provisiones sobre el empleo de menores si causa la muerte o una lesión seria de un empleado menor de edad, y se pueden doblar dichas avaluaciones, hasta $100,000, cuando se determinan que las infracciones son intencionales o repetidas. La ley también prohíbe la discriminación o el despido del trabajador por haber presentado una denuncia o por participar en cualquier procedimiento bajo la Ley.

INFORMACIÓN ADICIONAL

- Ciertas ocupaciones y ciertos establecimientos están exentos de las provisiones de pago de salario mínimo y de sobretiempo.
- Se aplican provisiones especiales a trabajadores de Samoa Americana y de la Comunidad de las Islas Marianas del Norte.
- Algunas leyes estatales proveen más protecciones al empleado; el empresario ha de cumplir con ambas.
- La ley exige que los empresarios pongan este cartel donde los empleados lo puedan ver fácilmente.
- A los empleados menores de 20 años de edad se les puede pagar menos de $4.25 por hora durante los primeros 90 días civiles consecutivos de empleo con un empresario.
- Se les puede pagar menos del salario mínimo bajo ciertos certificados especiales emitidos por el Departamento de Trabajo a ciertos estudiantes de tiempo completo, estudiantes aprendices y a trabajadores con impedimentos.

Para información adicional:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WHD U.S. Wage and Hour Division

WWW.WAGEHOUR.DOL.GOV

CHANGE ORDER NUMBER ONE(1)

Project: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____
OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

SAMPLE

You ar directed to make the following ch[illegible]es in the [illegible]ct Documents.

Description:
2.
3.
4.
5.
6.

Reason for Change Order:
1.
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 0.00	Original Contract Time for Substantial Completion: 0 calendar days or dates
Net Changes from previous Change Order $ 0.00	Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 0.00	Contract Time prior to this Change Order Substantial Completion: 0 calendar days or dates
Net Increase(decrease) of this Change Order $ 0.00	Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 0.00 Net % increase(decrease)from original contract price. #DIV/0! %	Contract Time with all approved Change Orders Substantial Completion: 0 calendar days or dates

RECOMMENDED:

By: _____
Enigineer (Authorized Signature)

Date: _____

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Exhibit E-B

(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 Payment	_____
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	_____

SAMPLE

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date _____

_____
CONTRACTOR

By: _____

State of _____
County of _____
Subscribed and sworn to before me this _____
day of _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

_____
ENGINEER

By: _____

Exhibit E-C

Estimate Quantity Update Worksheet Date:

Colonia:
Roadway:
Control:
Project No:
County:
Est. No: 1

Contractor:
Contract Price:
Work Done this Mo.:
% Complete: #DIV/0!

Date Began: ?
Contract Time: 120
Time Charged: 90
% Time Used: 75.00%

Work Type: Paving & Drainage
Limits:
From:
To:

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	$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	[illegible]	[illegible]	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	400.00	$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	140.00	$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	$3.50	$84.00	0.000	0	$0.00		0	$0.00		0	0.00
3146	HOT MIX (TY D)	TON	105.5	$34.00	$3,587.00	0.000	0	$0.00		0	$0.00		0	0.00
5249	TEMP SEDMT CONT FENCE	LF	70.000	$3.00	$210.00	0.000	0	$0.00		0	$0.00		0	0.00
							0			0	$0.00		0	0.00
	(906) DRAINAGE													
464	RC PIPE (CL III)(18")	LF	404.000	$25.00	$10,100.00	0.000	0	$0.00		0	$0.00		0	0.00
464	RC PIPE (CL III)(24")	LF	120.000	$30.00	$3,600.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY A)	EA	2.000	$2,000.00	$4,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY C)	EA	2.000	$1,500.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	MANH (COMPL)(TYM)	EA	1.000	$2,000.00	$2,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET EXT.	EA	2.000	$700.00	$1,400.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(18")(RCP)(1:6)	EA	4.000	$550.00	$2,200.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(24")(RCP)(1:6)	EA	1.000	$650.00	$650.00	0.000	0	$0.00		0	$0.00		0	0.00

Monthly Totals:	$0.00	$0.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	$0.00	$0.00	0.00
Drainage (906):	$0.00	$0.00	0.00

Total to Date

Roadway (905):	$0.00
Drainage (906):	$0.00
Total	$0.00

Prepared and Checked By:

Signature: _____ Date: _____
Printed Name:

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No.: _____
Application Date: _____
Period To: _____
Engineer Firm: _____

SAMPLE

Summary												
CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Exhibit E-E

Exhibit E-E

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE

ASAGO CONSTRUCTION
"QUALITY AND SERVICE"

RAUL IGLESIAS
Manger

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956)607-0741 office
(956)585-7040 fax
iglesias@hiline.net

October 1, 2008

Mr. Javier Hinojosa, P.E.
Javier Hinojosa Engineering
4126 E. Dove Ave.
Mcallen, TX 78504

RE: Hidalgo County Colonia Access Program
Drainage and Paving Construction at El Sol Subdivision Unit # 1 & 2
Contract No.: C-CAP-08-021-7-01

Mr. Hinojosa:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

Rio Valley Pipe 7301 W. Exp. 83 Mission, TX 78572 (956)-584-5770

If you have any questions, please call me at (956) 607-0741

Best regards,
Raul Iglesias
Raul Iglesias, Manger

DRAFT

Exhibit E-H

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF_____

The undersigned contracted with _____
_____to furnish_____
in connection with certain improvements to real property located in_____
County, Texas, and owned by_____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No _____in the amount of_____
_____DOLLAR($_____)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

_____
CONTRACTOR

BY:_____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the_____day of_____,20__to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

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

CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON _____ DAY OF _____ ,20____A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: _____
OWNER: _____
CONSTRUCTION CONTRACTOR: _____
OF THE CITY OF _____ STATE OF _____

PROJECT DESCRIPTION

CONSTRUCTION OF _____

CONTRACT NO: _____
Located in or near the City/Precinct Of _____

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

   _____

2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract _____
   Present Amount of Contract _____
   Total Amount of earned to Date _____
   Less: previous payments _____
   Balance _____
   Authorized deductions _____
   AMOUNTY OF FINAL PAYMENT _____

6. That the final payment in the amount of _____

_____ is now due and payable.

_____
Engineer's Signature & License #

CONCURRED BY:

_____
Contractor's Name

By:_____

Title: _____

CONCURRED BY:

_____
City/Precinct

By:_____

Title: _____

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Form L

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Engineer's / County Project Description

Application No.: _____
Application Date: _____
Period To: _____
Engineer's / County Project No.: _____

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value Quan	Original Schedule Value Dollars	Revised Rates	Value Quan	Value Dollars	First Month Monthly Quan	First Month QTY to Date	First Month Item Cost (Monthly)	Second Month Monthly Quan	Second Month QTY to Date	Second Month Item Cost (Monthly)	Third Month Monthly Quan	Third Month QTY to Date	Third Month Item Cost (Monthly)	Total to Date	Balance To Finish Quan	Balance To Finish Dollars
		(905) ROADWAY																			
1	100	Preparation of Right-of-Way	Sta	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
2	152	6" road Grader Work(Dens Cont.) Subgrade	SY	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
3	247	6" FL BS(Compl in Plac)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
4	310	Asph. Matrl. (MC-30)	Gal	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
5	340	Asph. Conc. Ty D	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
6	500	Mobilization	L.S.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
7	502	Barricades, Signs and Traffic Handling	Mo	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
8	530	Turnouts	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
9	5249	Tem Sedmt Cont Fence (Installed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
10	5249	Tem Sedmt Cont Fence Handling (Removed	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-		0	-	-	-	-	-	0.0	0.0
		Total Roadway				-			-			-			-			-	-	0.0	0.0
		(906) DRAINAGE																			
11	530	Drwys (Asph Conc Pav) (PRB)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
12	247	Drwys Flexible Base	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
13	556	8" Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
14	556	18" RCP Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
15	465	Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
16	465	Concrete Manhole	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
17		15" R.C.P.	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
18		Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
19		Manhole	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
20		6.0" Valley Gutter	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
		Total Drainage				-						-			-			-	-		
		TOTAL BASE AMOUNTS:				-			-			-			-			-	-	0.0	0.0

_____ Print Name

_____ Date

_____ Signature

Exhibit E-D

Hidalgo County Precinct No. 1
FEMA Road Drainage Improvements Work Authorization No.1:
Mile 8 North Road (between Mile 2 East and address 1267, Mercedes, Texas)
Hidalgo County, Texas

Technical Specifications

SPECIFICATIONS

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02743	Tack Coat	3
02746	Geogrid	4
02920	Topsoiling and Finished Grading	2

END OF DOCUMENT

Division 1

General Requirements

SECTION 01010

SCOPE OF WORK

This Scope of Work and any accompanying drawings are intended as a guide to the Contractor in identifying the work to be accomplished in completing this project. This Scope of Work may not be all inclusive and the Contractor shall be responsible for providing all supervision, labor, materials, equipment, direction, and coordination necessary to perform and totally complete the work in conformance with the drawings and specifications. If an "or equal" substitution is made for any of the recommended items shown in the specifications or drawings, the Contractor shall be responsible for providing all the necessary physical modifications to fully accommodate the substitution at no change in contract price.

PART 1. GENERAL

1.01 CIVIL

A. Provide all civil work per specifications and drawings – Drainage improvements to Mile 8 North Road between Mile 2 East and address 1267, Mercedes, Texas.

1.02 PIPING

A. Not Applicable.

1.03 CONSTRUCTION RECORD DRAWINGS

A. The Contractor shall maintain a complete master set of construction "red-line" drawings to document any field changes to the "Issued for Construction" drawing set which shall accurately depict the "As-Built" construction of the road. Following completion, this drawing set shall be turned over to the Engineer for updating the Record "As-Built" drawings.

B. Any drawings and documentation which are to be supplied by the Contractor, shall be updated to accurately depict the "As-Built" construction of the road and turned over to the Engineer following completion of the project. These items shall be certified by the Contractor's Project Manager as accurate and complete.

1.04 SUBCONTRACTOR COORDINATION

The Contractor shall be responsible for coordination of the work between his various subcontractors to prevent conflicts and schedule interruptions.

1.05 SAFETY REQUIREMENTS

A. The Contractor shall provide all safety equipment required by his employees to meet Occupational Safety and Health Administration (OSHA) safety requirements.

END OF SECTION 01010

Section 01110

SUMMARY OF WORK

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Summary of the Work including work by Owner, Owner furnished products, Work sequence, future Work, Contractor use of Premises, and Owner occupancy.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

A. Work of the contract is for Mile 8 North Road between Mile 2 East and address 1267, Mercedes, Texas, drainage improvements.

1.03 CASH ALLOWANCES

A. Include the Cash Allowances shown in the Proposal, if any.

1.04 ALTERNATES

A. Include the Alternates shown in the Proposal, if any.

1.05 OWNER FURNISHED PRODUCTS

A. The Owner will furnish no products.

1.06 OWNER FURNISHED UTILITIES

A. The Owner will furnish no utilities.

1.07 WORK SEQUENCE

A. Work sequence will be the responsibility of the Contractor using good construction practices.

B. Coordination of the Work: Refer to Section 01312 – Coordination and Meetings.

1.08 CONTRACTOR USE OF PREMISES

A. Comply with procedures for access to the site and Contractor's use of rights-of-way as specified in Section 01145 - Use of Premises.

B. Construction Operations: Limited to Owner's rights-of-way provided by Owner.

C. Utility Outages and Shutdown: Provide notification to the Owner and private utility companies (when applicable) a minimum of 48 hours, excluding weekends and holidays, in advance of required utility shutdown. Coordinate all work as required.

1.09 WARRANTY

A. Comply with warranty requirements in accordance with Document 00700 - General Conditions.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

Section 01145

USE OF PREMISES

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Section includes general use of the site including properties inside and outside of rights-of-way, work affecting road, ramps, streets and driveways and notification to adjacent occupants.

1.02 RIGHTS-OF-WAY

A. Confine access and operations and storage areas to rights-of-way provided by Owner as stipulated in Document 00700 - General Conditions; trespassing on abutting lands or other lands in the area is not allowed.

B. Contractor may make arrangements, at Contractor's cost, for temporary use of private properties, in which case Contractor and Contractor's surety shall indemnify and hold harmless the Owner against claims or demands arising from such use of properties outside of rights-of-way.

C. Restrict total length which materials may be distributed along the route of the construction at any one time to 1,000 linear feet unless otherwise approved in writing by Resident Project Representative.

1.03 PROPERTIES OUTSIDE OF RIGHTS-OF-WAY

A. Altering the condition of properties adjacent to and along rights-of-way will not be permitted.

B. Means, methods, techniques, sequences, or procedures which will result in damage to properties or improvements in the vicinity outside of rights-of-way will not be permitted.

C. Any damage to properties outside of rights-of-ways shall be repaired or replaced to the satisfaction of the Resident Project Representative and at no cost to the Owner.

1.04 USE OF SITE

A. Obtain approvals of governing authorities prior to impeding or closing public roads or streets. Do not close more than two consecutive intersections at one time.

B. Notify Resident Project Representative at least 48 hours prior to closing a street for a street crossing. Permission for street closures is required in advance and are the responsibility of the Contractor.

C. Maintain access for emergency vehicles including access to fire hydrants.

D. Avoid obstructing drainage ditches or inlets; when obstruction is unavoidable due to requirements of the Work, provide grading and temporary drainage structures to maintain unimpeded flow.

E. Locate and protect private lawn sprinkler systems which may exist on rights-of-ways within the site. Repair or replace damaged systems to condition equal to or better than that existing at start of Work at no separate payment.

F. Perform daily clean-up of dirt outside the construction zone, and debris, scrap materials, and other disposable items. Keep streets, driveways, and sidewalks clean of dirt, debris and scrap materials. Do not leave building, roads, streets or other construction areas unclean overnight.

1.05 NOTIFICATION TO ADJACENT OCCUPANTS

A. Notify individual occupants in areas to be effected by the Work of the proposed construction and time schedule. Notification shall be not less than 72 hours or more than 2 weeks prior to work being performed within 200 feet of the homes or businesses.

B. Include in notification names and telephone numbers of two company representatives for resident contact, who will be available on 24-hour call. Include precautions which will be taken to protect private property and identify potential access or utility inconvenience or disruption.

C. Consideration shall be given to the ethnicity of the neighborhood where English is not the dominant language. Notice shall be in an understandable language.

1.06 PUBLIC, TEMPORARY, AND CONSTRUCTION ROADS AND RAMPS

A. Construct and maintain temporary detours, ramps, and roads to provide for normal public traffic flow when use of public roads or streets is closed by necessities of the Work.

B. Provide mats or other means to prevent overloading or damage to existing roadways from tracked equipment or large or heavy trucks or equipment.

1.07 EXCAVATION IN STREETS AND DRIVEWAYS

A. Avoid needless hindering or inconveniencing public travel on a street or any intersecting alley or street for more than two blocks at any one time.

B. Remove surplus materials and debris and open each block for public use as work in that block is complete.

C. Acceptance of any portion of the Work will not be based on return of street to public use.

D. Avoid obstructing driveways or entrances to private property.

E. Provide temporary crossing or complete the excavation and backfill in one continuous operation to minimize the duration of obstruction when excavation is required across drives or entrances.

1.08 TRAFFIC CONTROL

A. Provide traffic control plan, traffic control, flagmen, signals, control devices, lights, traffic signals, barricades and signs in accordance with the State of Texas Manual on Uniform Traffic Control Devices.

1.09 SURFACE RESTORATION

A. Restore site to condition existing before construction to satisfaction of Resident Project Representative.

B. Repair paved area per the requirements of Section 02951 - Pavement Repair and Resurfacing.

C. Repair turf areas which become damaged, level with bank run sand conforming to Section 02317 - Excavation and Backfill for Utilities, or topsoil conforming to Section 02911 - Topsoil, as

approved by the Resident Project Representative and re-sod in accordance with Section 02922 - Sodding. Water and level newly sodded areas with adjoining turf using steel wheel rollers appropriate for sodding. Do not use spot sodding or sprigging.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

Section 01321

CONSTRUCTION PHOTOGRAPHS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Photographic requirements for construction photographs and submittals.

1.02 SUBMITTALS

A. Prints: Furnish 2 sets of 4-inch by 6-inch prints of each view and submit 1 print directly to the Engineer within 7 days of taking photographs. One print shall be retained by the Contractor in the field office at the Project site and available at all times for reference.

B. Extra Prints: When requested by the Engineer, the Contractor shall submit extra prints of photographs, with distribution directly to designated parties who will pay the costs for the extra prints directly to the photographer.

C. When required by individual sections, submit photographs taken prior to start of construction to show original site conditions.

D. When required by Contract Documents, submit photographs with monthly Pay Estimate.

E. Negatives: With each submittal, include photographic negatives, in protective envelopes, identified by Project name, Contractor, and date photographs were taken.

F. In lieu of negatives, Contractor may submit electronic files of digital photographs if using a digital camera, but must comply with Parts 1 and 2 of this section.

1.03 QUALITY ASSURANCE

A. Contractor shall be responsible for the timely execution of the photographs, their vantage point, and quality.

B. Photographs: Two prints; color, matte finish; 4 x 6 -inch size, mounted on 8-1/2 x 11- inch soft card stock, with left edge binding margin for three hole punch. Digital photos shall not be distorted to fit card stock.

PART 2 PRODUCTS

2.01 PRECONSTRUCTION PHOTOGRAPHS

A. Prior to the commencement of any construction, take 35 mm or digital color photographs of the site of the project and present two sets of prints to the Engineer for their use in contract administration and inspection. Subject matter of the photographs to be determined by the Engineer.

B. The photographs shall show on a non-reflective chalkboard readable in the photograph:

1. Job number.

2. Date and time photographs were taken.

3. Location and compass direction of the photograph, along with the project number.

4. Date shall be on negative (35mm) or on digital image.

5. Provide notation of vantage point marked for location and direction of shot, on a key plan of the site.

C. Sufficient number of photographs shall be taken to show the existence or non-existence of cracked paved surfaces and the condition of trees, shrubs, and grass.

D. Identify each photograph with an applied label or rubber stamp on the back with the following information:

1. Name of the Project.

2. Name and address of the photographer (if a professional photographer is used).

3. Name of the Contractor.

4. Date the photograph was taken.

5. Photographs shall be in plastic pockets and bound in three-ring notebook for easy access and viewing.

2.02 PROGRESS PHOTOGRAPHS

A. Take photographs of subject matter selected by Resident Project Representative at intervals, coinciding with the cutoff date associated with each application for payment. Select the vantage points for each shot each month to best show the status of construction and progress since the last photographs were taken.

1. Vantage Points: Follow direction by the Resident Project Representative to select vantage points. During each of the following construction phases take not less than 2 of the required shots from the same vantage point each time to create a time-lapse sequence.

2. Photos shall be submitted according to Paragraphs 1.03 B. and 2.01 B and D.

PART 3 E X E C U T I O N - Not Used

END OF SECTION

Section 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Submittal procedures for:

1. Project Record Documents.

2. Design Mixes.

1.02 SUBMITTAL PROCEDURES

A. Scheduling and Handling:

1. Schedule submittals well in advance of the need for the material or equipment for construction. Allow time to make delivery of material or equipment after submittal has been approved.

2. Develop a submittal schedule that allows sufficient time for initial review, correction, resubmission and final review of all submittals. The Engineer will review and return submittals to the Contractor as expeditiously as possible but the amount of time required for review will vary depending on the complexity and quantity of data submitted. In no case will a submittal schedule be acceptable which allows less than 30 days for initial review by the Engineer. This time for review shall in no way be justification for delays or additional compensation to the Contractor. Recognizing that time is of the essence, the Contractor is to stamp the top of each submittal with the words ROUTINE or CRITICAL. Routine submittals shall be processed in accordance with the timeframe set forth previously. Critical submittals are those that: were overlooked by the Contractor, involve complex coordination, or are crucial to the successful completion of a specific portion of the project. For critical submittals:

i. Contractor shall indicate on the submittal his realistically estimated date of when a review must be returned;

ii. Upon return of critical submittals, Contractor shall date-stamp the transmittal page with date and time received;

iii. Contractor is cautioned that the use of critical submittals is not a substitute for proper due diligence on his part. Review of critical submittals found to be routine shall be accompanied by an invoice for excess time and material expenditures that were required in order to complete the critical review as compared to a routine review. The Resident Project Representative shall make the determination as to whether a critical submittal was in fact routine.

3. The Engineer's review of submittals covers only general conformity to the Drawings, Specifications and dimensions which affect the layout. The Contractor is responsible for quantity determination. Quantities may be verified by the Engineer. The Contractor is responsible for any errors, omissions or deviations from the Contract requirements; review of submittals in no way relieves the Contractor from his obligation to furnish required items according to the Drawings and Specifications.

4. Submit sufficient copies of documents. Unless otherwise specified in the following paragraphs or in the Specifications, provide 6 copies in addition to the number the Contractor requires returned. For portions of the project involving electrical or signal components, provide one additional copy (7 copies in addition to the number the Contractor requires returned).

5. Revise and resubmit submittals as required. Identify all changes made since previous submittal.

6. A maximum of three (3) reviews will be conducted on any one submittal. Submittals requiring more than three (3) reviews will be considered inadequate and result in a recovery of review expenses from the Contractor.

7. The Contractor shall assume the risk for material or equipment which is fabricated or delivered prior to approval. No material or equipment shall be incorporated into the Work or included in periodic progress payments until approval has been obtained in the specified manner.

B. Transmittal Form and Numbering:

1. Transmit each submittal to the Engineer with a Transmittal Cover.

2. Sequentially number each transmittal form beginning with the number 1. Re-submittals shall use the original number with an alphabetic suffix (i.e., 2A for first re-submittal of Submittal 2 or 15C for third re-submittal of Submittal 15). Each submittal shall only contain one type of work, material, or equipment. Mixed submittals will not be accepted.

3. Identify time nature of submittal, either ROUTINE or CRITICAL.

4. Identify variations from requirements of Contract Documents and identify product or system limitations.

5. For submittal numbering of video tapes, see paragraph 1.10 Video.

C. Transmittal Cover:

1. Transmittal Cover, certifying that the items have been reviewed in detail and are correct and in accordance with Contract Documents, except as noted by any requested variance. A stamp may be used to print the information on the Transmittal Cover except for the Contractor's signature. Regardless of whether the transmittal cover is typed or stamped, the transmittal cover text shall be a minimum of fourteen (14) point.

2. As a minimum, Transmittal Cover information shall include:

   a. Contractor's name.
   b. Job number.
   c. Submittal number.
   d. Certification statement that the Contractor has reviewed the submittal and it is in compliance with the Contract Documents.
   e. Signature line for Contractor.
   f. Submittal type – routine or critical

3. The bottom half of the Transmittal Cover shall be kept blank.

1.03 PROJECT RECORD DOCUMENTS

A. Submit Project Record Documents to the Engineer.

1.04 DESIGN MIXES

A. When specified in Specifications, submit design mixes for review.

B. Transmittal Cover, as described in paragraph 1.02C, shall be placed on front page of each design mix.

C. Mark each design mix to identify proportions, gradations, and additives for each class and type of design mix submitted. Include applicable test results on samples for each mix.

D. Maintain a copy of approved design mixes at mixing plant.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N

A. Submittals made as part of this project will become a vital portion of the project record and will be referenced by the Owner for the useful life of the project. All submittals shall be of high quality. To this end, the following requirements are made:

i. As much as possible, all catalog cuts and manufacturer's information shall be original.

ii. Copies, when required, shall be clean and entirely legible.

iii. Neither facsimiles nor copies of facsimiles are to be included as part of any submittal.

iv. Binders, if used, shall be rugged, lock-ring type. Spine of binders shall be clearly labeled with the information outlined in items 1.02 C.2.a. through c.

B. Reviewed submittals shall be returned to Contractor for distribution to subcontractors and other trades as required. As a minimum, submittals returned to the Contractor will be marked with review comments indicating findings of the review and giving instruction as to necessity of a re-submittal. The Engineer may, at his option, use a stamp for this purpose. Detailed correspondence covering the review may also accompany returned submittals.

END OF SECTION

SECTION 01410

TPDES REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Documentation to be prepared and signed by Contractor before conducting construction operations, in accordance with the Texas Pollutant Discharge Elimination System (TPDES) Construction General Permit Number TXR 150000 issued March 5, 2003 (the Construction General Permit).

B. Implementation, maintenance inspection, and termination of storm water pollution prevention control measures including, but not limited to, erosion and sediment controls, storm water management plans, waste collection and disposal, off-site vehicle tracking, and other appropriate practices shown on the Drawings or specified elsewhere in the contract.

C. Review of the Storm Water Pollution Prevention Plan (SWP3) implementation with Engineer prior to start of construction.

1.02 DEFINITIONS

A. Commencement of Construction Activities: The exposure of soil resulting from activities such as clearing, grading, and excavating.

B. Large Construction Activity: Project that:

1. disturbs five acres or more, or

2. disturbs less than five acres but is part of a larger common plan of development that will disturb five acres or more of land.

C. Small Construction Activity: Project that:

1. disturbs one or more acres but less than five acres, or

2. disturbs less than one acre but is part of a larger common plan of development that will ultimately disturb one or more acres but less than five acres.

D. TPDES Operator:

1. The person or persons who have day-to-day operational control of the construction activities which are necessary to ensure compliance with the SWP3 for the site or other Construction General Permit conditions.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 SITE SPECIFIC STORM WATER POLLUTION PREVENTION PLAN (SWP3)

A. Prepare a SWP3 following Part III of the Construction General Permit and the Storm Water Management Handbook for Construction Activities issued under Owner Ordinance Section 47-695(b). If conflicts exist between the Construction General Permit and the handbook, the more stringent requirements will apply.

B. Update or revise the SWP3 as needed during the construction following Part III, Section E of the Construction General Permit.

C. Submit the SWP3 and any updates or revisions to Engineer for review and address comments prior to commencing, or continuing, construction activities.

3.02 NOTICE OF INTENT for Large and Small Construction Activity

A. Fill out, sign, and date TCEQ Form 20022 (02/03) Notice of Intent (NOI) for Storm Water Discharges Associated with Construction Activity under the TPDES Construction General Permit (TXR 150000), SEE ATTACHMENT of this Section 01410.

B. Transmit the signed Contractor's copy of TCEQ Form 20022 (02/03), along with a $100.00 check, made out to Texas Commission on Environmental Quality.

C. Submission of the Notice of Intent form by the Contractor to TCEQ is required a minimum of two days before Commencement of Construction Activities.

3.03 CERTIFICATION REQUIREMENTS

A. Fill out TPDES Operator's Information form, SEE ATTACHMENT of this Section 01410, including Contractor's name, address, and telephone number, and the names of persons or firms responsible for maintenance and inspection of erosion and sediment control measures. Use multiple copies as required to document full information.

B. Contractor and Subcontractors shall sign and date the Contractor's / Subcontractor's Certification for TPDES Permitting, SEE ATTACHMENT 4 this Section 01410.

C. Submit properly completed certification forms to Engineer for review before beginning construction operations.

D. Conduct inspections in accordance with TCEQ requirements. Ensure persons or firms responsible for maintenance and inspection of erosion and sediment control measures read, fill out, sign, and date the Erosion Control Contractor's Certification for Inspection and maintenance. Use the EPA NPDES Construction Inspection Form, SEE ATTACHMENT of this Section 01410; and the Owner's Storm Water Pollution Prevention Plan Construction Site Inspection Report, SEE ATTACHMENT of this Section 01410 to record maintenance inspections and repairs.

3.04 RETENTION OF RECORDS

A. Keep a copy of this document and the SWP3 in a readily accessible location at the construction site from Commencement of Construction Activity until submission of the Notice of Termination (NOT) for Storm Water Discharges Associated with Construction Activity under TPDES Construction General Permit (TXR 150000) to TCEQ. Contractors with day-to-day operational control over SWP3 implementation shall have a copy of the SWP3 available at a central location, on-site, for the use of all operators and those identified as having responsibilities under the SWP3. Upon submission of the NOT, to TCEQ submit a copy of the SWP3 with all revisions to Engineer.

3.05 REQUIRED NOTICES

A. Post the following notices from effective date of the SWP3 until date of final site stabilization as defined in the Construction General Permit:

1. Post the TPDES permit number for Large Construction Activity, or a signed TCEQ Construction Site Notice for Small Construction Activity. Signed copies of the Owner's and Contractor's NOI must also be posted.

2. Post notices near the main entrance of the construction site in a prominent place for public viewing. Post name and telephone number of Contractor's local contact person, brief project description and location of the SWP3.

   a. If posting near a main entrance is not feasible due to safety concerns, coordinate posting of notice with Project Manager to conform to requirements of the Construction General Permit.

   b. If Project is a linear construction project (e.g.: road, utilities, etc.), post notice in a publicly accessible location near active construction. Move notice as necessary.

3. Post a notice to equipment and vehicles operators, instructing them to stop, check, and clean tires of debris and mud before driving onto traffic lanes. Post at each stabilized construction exit area.

4. Post a notice of waste disposal procedures in a readily visible location on site.

3.06 ON-SITE WASTE MATERIAL STORAGE

A. On-site waste material storage shall be self-contained and shall satisfy appropriate local, state, and federal rules and regulations.

B. Prepare list of waste material to be stored on-site. Update list as necessary to include up-to-date information. Keep a copy of updated list with the SWP3.

C. Prepare description of controls to reduce pollutants generated from on-site storage. Include storage practices necessary to minimize exposure of materials to storm water, and spill prevention and response measures consistent with best management practices. Keep a copy of the description with the SWP3.

3.08 NOTICE OF TERMINATION

A. Submit a NOTE, ATTACHMENT 7 of this Section 01410, to Project Manager within 30 days after:

1. Final stabilization has been achieved on all portions of the site that are the responsibility of the Contractor; or

2. Another operator has assumed control over all areas of the site that have not been stabilized; and

3. All silt fences and other temporary erosion controls have either been removed, scheduled to be removed as defined in the SWP3, or transferred to a new operator if the new operator has sought permit coverage.

B. Project Manager will complete Owner's NOT and submit Contractor and Owner's notices to the TCEQ and MS4 entities.

END OF SECTION

Section 01454

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Testing laboratory services and Contractor responsibilities related to those services.

1.02 REFERENCES

A. ASTM C 1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.

B. ASTM D 3666 - Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials.

C. ASTM D 3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.

D. ASTM E 329 - Specification for Minimum Requirements for Agencies Engaged the Testing and/or Inspection of Materials Used in Construction.

1.03 SELECTION AND PAYMENT

A. The Owner shall employ and pay for the services of an independent testing laboratory, or laboratories, to perform product and material quality control , perform in-place quality control and verification identified in individual Specification sections.

B. The Owner, with the assistance of the Engineer, shall have control of testing, sampling, and expenditures.

C. The Contractor shall coordinate the services of the project's Geotechnical Engineer of Record to conduct observation and testing of the subgrade preparation, and the selection, placement and compaction of select fill material. The foundation excavations for structures shall be observed by the Geotechnical Engineer of Record prior to steel and/or concrete placement to assess that the foundation materials are capable of supporting the design loads and are consistent with the subsurface materials described in the project's Geotechnical Engineering Study.

D. Employment of a testing laboratory by the Owner shall not relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents.

E. Remedial work and re-testing costs, resulting from deficiencies in materials and/or workmanship, shall be borne by the Contractor.

1.04 QUALIFICATION OF LABORATORY

A. Meet laboratory requirements of ASTM E 329 and applicable requirements of ASTM C 1077, ASTM D 3666, and ASTM D 3740.

B. Where a laboratory subcontracts any part of the testing services, such work shall be placed with a laboratory complying with the requirements of this Section.

1.05 LABORATORY REPORTS

A. The testing laboratory shall provide and distribute copies of laboratory reports to the distribution list provided by the Engineer.

B. One copy of each laboratory report distributed or faxed to the Contractor shall be kept at the site field office for the duration of the project.

C. Before close of business on the working day following test completion and review, reports which indicate failing test results shall be transmitted immediately via fax from the testing laboratory to the material supplier, Contractor, and Engineer.

1.06 LIMITS ON TESTING LABORATORY AUTHORITY

A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.

B. Laboratory may not approve or accept any portion of the Work.

C. Laboratory may not assume any duties of the Contractor.

D. Laboratory has no authority to stop the Work.

1.07 CONTRACTOR RESPONSIBILITIES

A. Provide safe access to the Work and to manufacturer's facilities for the Engineer, Engineer and for testing laboratory personnel.

B. Provide to the testing laboratory a copy of the construction schedule and a copy of each update to the construction schedule.

C. Notify the Engineer and the testing laboratory during normal working hours of the day previous to the expected time for operations requiring inspection and testing services. If the Contractor fails to make timely prior notification, then the Contractor shall not proceed with the operations requiring inspection and testing services.

D. Notify the Engineer 24 hours in advance if the Specification requires the presence of the Engineer or testing laboratory for sampling or testing.

E. Request and monitor testing as required to provide timely results and to avoid delay to the Work. Provide samples to the laboratory in sufficient time to allow the required test to be performed in accordance with specified test methods before the intended use of the material.

F. Cooperate with laboratory personnel in collecting samples on site. Provide incidental labor and facilities for safe access to the Work to be tested; to obtain and handle samples at the site or at source of products to be tested; and to facilitate tests and inspections including storage and curing of test samples.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N

3.01 CONDUCTING TESTING

A. Laboratory sampling and testing specified in individual Specification sections shall conform to the latest issues of ASTM standards, TxDOT methods, or other recognized test standards as approved by the Engineer.

B. The requirements of this section shall also apply to those tests for approval of materials, for mix designs, and for quality control of materials as performed by the testing laboratories employed by the Contractor.

END OF SECTION

Section 01502

MOBILIZATION

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Mobilization of construction equipment and facilities onto the site.

1.02 MEASUREMENT & PAYMENT

A. Measurement and payment for mobilization is on a stipulated price basis.

B. Mobilization payments will be made in accordance with the following provisions:

1. Authorization for payment of 50 percent of the Contract Price for mobilization will be made upon receipt and approval by Engineer of the following items, as applicable:

   a. Establishment of the field office for the Resident Project Representative where an office is required by other Sections;
   b. Establishment of the Contractor's office;.
   c. Establishment of Contractor's material and equipment storage areas (as evidenced by executed leases or rental agreement); and.
   d. Issuance of Notice to Proceed by Engineer to Contractor..

2. Authorization for payment of the remaining fifty (50) percent of the Contract Price for mobilization will be made upon completion of Work amounting to five (5) percent of the Contract Price less the mobilization unit price.

C. Mobilization payments will be subject to retainage amounts stipulated in the General Conditions.

D. All cost difference between the stipulated amount and the actual cost of the initial mobilization and the cost of all subsequent mobilization shall be included in the various other prices bid.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

SECTION 01504

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Temporary facilities and necessary controls for the Project, including utilities, telephone, sanitary facilities, storage sheds and building, safety requirements, first aid equipment, fire protection, security measures, protection of the Work and property, access roads and parking, environmental controls, pest and rodent control and disposal of trash, debris and excavated material.

B. Facilities and controls specified in this section are considered minimum for the Project. Provide additional facilities and controls for proper execution of the Work and to meet Contractor's responsibilities for protection of persons and property.

1.02 CONTRACTOR'S RESPONSIBILITY

A. Comply with applicable requirements specified in other sections of the Specifications.

1. Maintain and operate temporary facilities and systems to assure continuous service.

2. Modify and extend systems as the Work progress requires.

3. Completely remove temporary materials and equipment when no longer required.

4. Restore existing facilities used for temporary services to specified or original condition.

PART 2 P R O D U C T S - NOT USED

PART 3 E X E C U T I O N

3.01 TEMPORARY UTILITIES

A. Obtaining Temporary Service:

1. Make arrangements with utility service companies for temporary services.

2. Abide by rules and regulations of the utility service companies or authorities having jurisdiction.

3. Responsible for utility service costs until Date of Substantial Completion. Included are fuel, power, light, heat, and other utility services necessary for execution, completion, testing, and initial operation of the Work.

B. Water:

1. Provide water required for and in connection with work to be performed and for specified tests of piping, equipment, devices, or for other use as required for proper completion of the Work.

2. Water to be drawn from public fire hydrants. Obtain transit meter from Owner. Pay required deposit based on rates established by latest ordinance.

3. Provide and maintain an adequate supply of potable water for domestic

consumption by Contractor personnel, Engineer and representatives of the Owner.

C. Electricity and Lighting:

1. Provide electric power service required for the Work including required testing, lighting, operation of equipment, and other Contractor use.

2. Electric power service includes temporary power or generators required to maintain plant operations during scheduled shutdowns.

3. Minimum lighting level shall be 10 foot-candles for open areas; 20-foot-candles for stairs and shops. Provide a minimum of one 300-watt lamp for each 200 square feet of work area.

D. Temporary Heat and Ventilation:

1. Provide temporary heat necessary for protection or completion of the Work.

2. Provide temporary heat and ventilation to assure safe working conditions; maintain enclosed areas at a minimum of 50 degrees F.

E. Telephone:

1. Provide emergency telephone service at Project site for use by Contractor personnel and others performing work or furnishing services at the site.

F. Sanitary Facilities:

1. Provide and maintain sanitary facilities for persons on the site; comply with regulations of State and local departments of health.

2. Enforce use of sanitary facilities by construction personnel at site. Enclose sanitary facilities. Pit-type toilets are not permitted. No discharge will be allowed from these facilities. Collect and store sewage and waste so as not to cause nuisance or health problems. Haul sewage and waste off-site and properly dispose in accordance with applicable regulations.

3. Locate toilets near the Work site and secluded from view insofar as possible. Keep toilets clean and supplied throughout the course of the Work.

3.02 STORAGE SHEDS AND BUILDINGS

A. Provide adequately ventilated, watertight storage facilities with floor above ground level for Products susceptible to weather damage.

B. Storage of Products not susceptible to weather damage may be on blocks off the ground.

C. Store Products in a neat and orderly manner. Place Products to permit easy access for identification, inspection and inventory.

D. Fill and grade site for temporary structures to provide drainage away from temporary and existing buildings.

3.03 SAFETY REQUIREMENTS

A. Submit a safety program at the pre-construction meeting and follow the Program. Include documented response to trench safety requirements of Section 02260 - Trench Safety

System.

B. Conduct operations in strict accordance with applicable Federal, State and local safety codes and statutes and with good construction practice. Establish and maintain procedures for safety of all work, personnel and equipment involved in the Work.

C. Observe and comply with Texas Occupational Safety Act (Art. 5182a, V.C.S.) and with all safety and health standards promulgated by Secretary of Labor under Section 107 of Contract Work Hours and Standards Act, published in 29 CFR Part 1926 and adopted by Secretary of Labor as occupational safety and health standards under Williams-Steiger Occupational Safety and Health Act of 1970, and to other legislation enacted for safety and health of Contractor employees. Safety and health standards apply to Subcontractors and Suppliers as well as to the Contractor.

D. Observance of and compliance with safety regulations is Contractor's responsibility without reliance or superintendence of or direction by Engineer. Immediately advise Engineer of investigation or inspection by Federal Safety and Health inspectors of Contractor's or Subcontractor's work or place of work on site under the Contract, and after investigation or inspection, advise Engineer of results. Submit one copy of accident reports to Engineer within 10 days of occurrence.

E. Protect areas occupied by workmen using the best available devices for detection of lethal and combustible gases. Test devices frequently to assure functional capability. Constantly observe infiltration of liquids into the Work area for visual or odor evidence of contamination, and immediately take appropriate steps to seal off entry of contaminated liquids to the Work area.

F. Implement safety measures, including but not limited to safety personnel, first-aid equipment, ventilating equipment and other safety equipment specified or detailed on Drawings.

G. Maintain required coordination with City Police and Fire Departments during entire period covered by the Contract.

H. Include Project safety analysis in safety plan. Itemize major tasks and potential safety hazards. Plan to eliminate hazards or protect workers and public from each hazard.

3.04 FIRST AID EQUIPMENT

A. Provide a first aid kit throughout the construction period. List telephone numbers for physicians, hospitals, and ambulance services in each first aid kit.

B. Have at least one person thoroughly trained in first aid and CPR procedures present on the site when work is in progress. Contractor to conform to protocols and requirements for training and protection against "blood borne pathogens".

3.05 FIRE PROTECTION

A. Conform to specified fire protection and prevention requirements established by Federal, State, or local governmental agencies and as provided in Safety Program.

3.06 SECURITY MEASURES

A. Protect the Work, materials, equipment, and property from loss, theft, damage, or vandalism. Protect Owner property used in performance of the Contract.

B. If existing fencing or barriers are breached or removed for purposes of construction, provide and maintain temporary security fencing equal to existing.

3.07 PROTECTION OF UTILITIES AND PIPELINES

A. Prevent damage to existing public utilities during construction. Approximate locations of known utilities are shown on Drawings, but all lines may not be shown. Excavate with caution and repair lines damaged by construction operations.

B. Use the Utility Coordinating Committee One Call System which must be called 48 hours in advance. The toll free telephone number is 1-800-669-8344, Texas One Call System.

C. Before excavating, locate underground utilities by appropriate means including the use of metal detection equipment, and probes, or by excavation or surveys. Repair damage caused by investigative work and by failure to locate or to preserve underground utilities.

D. Give utility owners a minimum five days notice before commencing excavation to allow time to locate utilities and make adjustments or relocations when they conflict with the Work. Include cost for temporary relocation of water, wastewater, and storm drainage lines, necessary to accommodate construction, in unit prices for utility construction unless otherwise noted. Bypassing of sanitary waste to storm drainage facilities is not allowed.

E. Prior to excavation near pipelines, request a representative of the pipeline company to meet with Contractor to locate the pipelines of proposed utility.

3.08 PROTECTION OF THE WORK AND PROPERTY

A. Preventive Actions

1. Take necessary precautions and actions to prevent damage, injury, or loss to the Work or public and private property, including:

a. Storage of apparatus, supplies, and Products in an orderly, safe manner to limit interference with progress of the Work or work of other contractors, utility service companies, or the Owner's operations.

b. Suitable storage for Products subject to damage by exposure to weather, theft, breakage, etc.

c. Limitation of loading pressures imposed upon portions of the Work.

d. Frequent clean up of refuse, scrap materials, and debris from construction operations, necessary to maintain the site in a safe and orderly condition.

e. Provision of barricades and guard rails to protect pedestrian and traffic around openings, scaffolding, temporary stairs and ramps, excavations, elevated walkways, and other hazardous areas.

2. Protect public and private property adjacent to the site. Obtain written consent before entering or occupying privately-owned land except on easements provided for construction. Restore property damaged by construction operations to condition equal to or better than that existing before the damage.

B. Barricades and Warning Systems

1. Where work is performed on or adjacent to roadways, rights-of-ways, or public land, provide barricades, fences, lights, warning signs, danger signals, and other precautionary measures necessary for protection of persons or property and for protection of the Work.

    a. Erect sufficient barricades to keep vehicles and pedestrians from entering the Work. Paint barricades to be visible at night. From sunset to sunrise, provide at least one light at each barricade.

    b. Maintain barricades, signs, lights, and provide watchmen until Engineer approves removal. Whenever work creates encroachment onto public roadways, station flagmen to manage traffic flow in accordance with approved traffic control plan.

    c. Conform to requirements of section 01555 - Traffic Control and regulation.

C. Protection of Existing Structures

1. Underground Facilities:

    a. Known Underground Facilities are shown on the Drawings but all Facilities may not be shown. Explore sufficiently ahead of trenching and excavation work to locate Underground Facilities in order to prevent damage to them and to prevent interruption of utility services. Restore damage to Underground Facilities to original condition at no additional cost to the Owner.

    b. If necessary to avoid unanticipated Underground Facilities, Engineer may make changes in location of the Work.

    c. If permanent relocation of an Underground Facility is required and not provided for in the Contract documents, Engineer will direct Contractor in writing to perform the Work.

2. Surface Structures include buildings, tanks, walls, bridges, roads, dams, channels, open drainage, piping, poles, wires, posts, signs, markers, curbs, walks, guard cables, fencing, and other facilities that are visible above the ground level.

3. Protection of Underground Facilities and Surface Structures:

    a. Support in place and protect Underground Facilities and Surface Structures located within or adjacent to the limits of the Work from damage. Install supports as required by the owner of the structure. Satisfy Engineer that the owner of the facility or structure has approved methods and procedures before installing structure supports.

    b. Avoid moving or changing public utility or private corporation property without prior written consent of a responsible official of the facility or structure. Allow representatives of utilities to enter the construction site for maintenance and repair purposes or to make necessary changes.

    c. Notify utility and pipeline owners and operators of the nature of construction operations and dates when operations will be performed. When construction operations are required in immediate vicinity of existing structures, pipelines, or utilities, give a minimum of five working

days advance notice. Probe and flag location of Underground Facilities prior to commencement of excavation. Keep flags in place until construction operations uncover the facility.

d. Assume risk for damages and expenses to Underground Facilities and Surface Structures within or adjacent to the Work.

e. Employ a structural engineer to ensure protection measures are adequate for the safety and integrity of structures and facilities.

E. Protection of Installed Products:

1. Provide protection of Installed Products to prevent damage from subsequent operations. Remove protection facilities when no longer needed, prior to completion of the Work.

2. Control traffic to prevent damage to Products and surfaces.

3. Provide coverings to protect Products from damage. Cover projections, wall corners, jambs, sills, and exposed sides of openings in areas used for traffic and passage of materials in subsequent work.

3.09 ROADS AND PARKING

A. Prevent interference with traffic and operations of the Owner on existing roads.

B. Designate temporary parking areas to accommodate construction and Owner personnel. When site space is not adequate, provide additional off-site parking.

C. Minimize use by construction traffic on existing streets and driveways.

D. Do not allow heavy vehicles or construction equipment in existing parking areas.

3.10 ENVIRONMENTAL CONTROLS

A. Use methods, equipment, and temporary construction necessary for control of environmental conditions at the site and adjacent areas.

B. Comply with statutes, regulations, and ordinances relating to prevention of environmental pollution and preservation of natural resources including National Environmental Policy Act of 1969, PL 91-190, Executive Order 11514.

C. Minimize impact to the surrounding environment. Do not use construction procedures that cause unnecessary excavation and filling of terrain, indiscriminate destruction of vegetation, air or stream pollution, or harassment or destruction of wildlife.

D. Limit disturbed areas to boundaries established by the Contract. Do not pollute on-site streams, sewers, wells, or other water sources.

E. Do not burn rubbish, debris or waste materials.

3.11 POLLUTION CONTROL

A. Provide methods, means, and facilities necessary to prevent contamination of soil, water or the atmosphere by discharge of Pollutants from construction operations.

B. Provide equipment and personnel to perform emergency measures to contain spillage, and to remove contaminated soils or liquids. Excavate and dispose of contaminated earth off-site in accordance with laws and regulations, and replace with suitable compacted fill

and topsoil.

C. Provide systems necessary for control of Pollutants.

1. Prevent toxic concentrations of chemicals.

2. Prevent harmful dispersal of Pollutants into the environment.

D. Use equipment that conforms to current Federal, State, and local laws and regulations.

3.12 PEST AND RODENT CONTROL

A. Provide rodent and pest control as necessary to prevent infestation of construction or storage areas.

B. Employ methods and use materials that will not adversely affect conditions at site or on adjoining properties.

3.13 NOISE CONTROL

A. Provide vehicles, equipment, and use construction activities that minimize noise to the greatest degree practicable. Conform to noise levels of Chapter 30 -Noise and Sound Level Regulation, City Code of Ordinances, and latest OSHA standards. Do not permit noise levels to interfere with the Work or create a nuisance to surrounding areas.

B. Conduct construction operations during daylight hours except as approved by Engineer.

C. Select construction equipment that operates with minimum noise and vibration. When directed by Engineer, correct objectionable noise or vibration produced by operation of equipment at no additional cost to the Owner. Sound Power Level (PWL) of equipment shall not exceed 85 dbA (re: 10-12 watts) measured five feet from the equipment, or at a lower level if prescribed by City Ordinances. Equipment noise requirements are contained in equipment specifications.

3.14 DUST CONTROL

A. Use water or other methods approved by Engineer to control amount of dust generated by vehicle and equipment operations.

3.15 WATER RUNOFF AND EROSION CONTROL

A. Comply with requirements of Section 01410 - TPDES Requirements.

B. Conduct fill, grading and ditching operations and provide adequate methods necessary to control surface water, runoff, subsurface water, and water from excavations and structures in order to prevent damage to the Work, the site, or adjoining properties.

1. Plan and execute construction and earthwork by methods that control surface drainage from cuts and fills, and from borrow and waste disposal areas.

2. Minimize area of bare soil exposed at one time.

3. Provide temporary control measures, such as berms, dikes, and drains.

4. Provide, operate, and maintain equipment and facilities of adequate size to control surface water.

5. Construct fill and waste areas by selective placement of materials to eliminate erosion of surface silts or clays that may erode.

6. Direct water away from excavations, pits, tunnels, and other construction areas to prevent erosion, sedimentation or damage.

7. Maintain existing drainage patterns adjacent to the site by constructing temporary earth berms, sedimentation basins, retaining areas, and temporary ground cover.

8. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to the site or adjoining areas, in conformance with environmental requirements.

9. Inspect earthwork periodically to detect any evidence of erosion. Take corrective measures as required to control erosion.

END OF SECTION - 01504

Section 01555

TRAFFIC CONTROL AND REGULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Traffic Control and Regulation

1.02 METHODS OF PAYMENT

A. No separate payment will be made for traffic control and regulation. Include the cost of traffic control and regulation in unit price for work requiring such control.

1.03 REFERENCES

A. Texas Manual of Uniform Traffic Control Devices (TMUTCD)

B. Texas Department of Transportation (TxDOT) permit (if applicable)

C. Railroad company permit(s) (if applicable)

1.04 PERFORMANCE REQUIREMENTS

A. Provide all necessary signs, barricades, marking, lighting, and other equipment and supplies required to comply with the TMUTCD (and TxDOT permit, and/or Railroad Company permit, if applicable)

B. Provide all necessary certified flagmen required to comply with the TMUTCD (and TxDOT permit, if applicable)

PART 2 PRODUCTS

A. Equipment and materials must be furnished, installed and operated by an experienced contractor regularly engaged in traffic control system design, installation and operation.

B. All equipment must be in good repair and operating order.

C. Sufficient standby equipment and materials shall be kept available to ensure continuous operation, where required.

PART 3 EXECUTION

A. Provide labor, material, equipment, techniques and methods required to provide safe traffic control and regulation. Monitor effectiveness of the installed system and its effect on adjacent property.

B. Notify, TxDOT and/or Railroad Company as required by the permit(s) (if applicable).

C. Provide continuous system operation, including nights, weekends and holidays. Arrange for appropriate backup if electrical power is primary energy source for traffic control system.

D. Remove system(s) upon completion of construction or when traffic control is no longer required.

END OF SECTION

SECTION 01570

STORM WATER POLLUTION CONTROL

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Implementation of Storm Water Pollution Prevention Plans (SWP3) described in Section 01410 - TPDES Requirement.

B. Installation and maintenance of storm-water pollution prevention structures: diversion dikes, interceptor dikes, diversion swales, interceptor swales, down spout extenders, pipe slope drains, paved flumes and level spreaders. Structures are used during construction and prior to final development of the site.

C. Filter Fabric Fences:

1. Type 1: Temporary filter fabric fences for erosion and sediment control in non-channelized flow areas.

2. Type 2: Temporary reinforced filter fabric fences for erosion and sediment control in channelized flow areas.

D. Straw Bale Fence.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices

1. Payment for filter fabric fence if included in Bid Form is on a linear foot basis measured between limits of beginning and ending of stakes.

2. Payment for reinforced filter fabric fence if included in Bid Form is on a linear foot basis measured between limits of beginning and ending of stakes.

3. Payment for drop inlet baskets if included in Bid Form is on a unit price basis for each drop inlet basket.

4. Payment for storm inlet sediment traps if included in Bid Form is on a unit price basis for each storm inlet sediment trap.

5. Payment for storm-water-pollution-prevention structures if included in Bid Form is on a lump sum basis for the project. Earthen structures with outlet and piping includes diversion dikes, interceptor dikes, diversion swales, interceptor swales, and excavated earth-outlet sediment trap, embankment earth-outlet sediment trap, down spout extenders, pipe slope drains, paved flumes, stone outlet sediment trap, and level spreaders.

6. Payment for straw bale barrier, if included in Bid Form, is on a linear foot of accepted bale barriers, if not include in cost of storm-water-pollution-prevention structures.

7. Payment for brush berm, if included in Bid Form, is on a linear foot of accepted rush berm, if not include in cost of storm water-pollution-prevention structures.

8. Payment for sandbag barrier, if included in Bid Form, is on a linear foot basis measured between limits of beginning and ending of sandbags, if not include in

cost of storm-water-pollution prevention structures.

9. Payment for sediment basin with pipe outlet or stone outlet, if included in Bid Form, is on a square yard basis, if not include in cost of storm-water-pollution-prevention structures.

10. Payment for inlet protection barriers, if included in Bid Form, is on a linear foot basis measured along outside face of inlet protection barrier, if not include in cost of storm-water-pollution prevention structures.

11. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum) Contract. If Contract is Stipulated Price Contract, payment for Work in this Section is included in total Stipulated Price.

1.03 REFERENCE STANDARDS

A. ASTM

1. A 36 - Standard Specification for Carbon Structural Steel.

2. D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).

3. D3786 - Standard Test Method for Hydraulic Bursting Strength for Knitted Goods and Nonwoven Fabrics.

4. D 4355 - Standard Test Method for Deterioration of Geotextiles from Exposure to Ultraviolet Light and Water (Xenon-Arc Type Apparatus).

5. D 4491 - Standard Test Methods for Water Permeability of Geotextiles by Permittivity.

6. D 4632 - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.

7. D 4833 - Standard Test Method for Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products.

8. D 6382 - Standard Practice for Dynamic Mechanical Analysis and Thermogravimetry of Roofing and Waterproofing Membrane Material.

1.04 SYSTEM DESCRIPTIONS

A. Filter Fabric Fence Type 1 and Type 2: Install to allow surface or channel runoff percolation through fabric in sheet-flow manner and to retain and accumulate sediment. Maintain Filter Fabric Fences to remain in proper position and configuration at all times.

B. Straw Bale Fence: Install to allow surface runoff percolation through straw in sheet-flow manner and to retain and accumulate sediment. Maintain Straw Bale Fence to remain in proper position and configuration at all times.

C. Interceptor Dikes and Swales: Construct to direct surface or channel runoff around the project area or runoff from project area into sediment traps.

D. Drop Inlet Baskets: Install to allow runoff percolation through the basket and to retain and accumulate sediment. Clean accumulation of sediment to prevent clogging and backups.

E. Sediment traps: Construct to pool surface runoff from construction area to allow sediment to settle onto the bottom of trap.

1.05 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.

B. Submit manufacturer's literature for product specifications and installation instructions.

C. Submit manufacture's catalog sheets and other product data on geotextile or filter fabrics, outlet pipe, perforated riser and connectors.

D. Submit proposed methods, equipment, materials, and sequence of operations for storm-water pollution prevention structures.

E. Submit shop drawings for Drop Inlet Baskets.

PART 2 P R O D U C T S

2.01 CONCRETE

A. Concrete: Class B in accordance with Section 03315 - Concrete for Utility Construction or as shown on the Drawings.

2.02 AGREGATE MATERIALS

A. Use poorly graded cobbles with diameter greater than 3 inches and less than 5 inches.

B. Provide gravel lining in accordance with Section 2320 - Utility Backfill Materials or as shown on the drawings.

C. Provide clean cobbles and gravel consisting of crushed concrete or stone. Use clean, hard crushed concrete or stone free from adherent coatings, salt, alkali, dirt, clay, loam, shale, soft or flaky materials, or organic matter.

D. Sediment Pump Pit Aggregate: Use nominal 2-inch diameter river gravel.

2.03 GEOTEXTILE FILTER FABRIC

A. Woven or nonwoven geotextile filter fabric made of either polypropylene, polyethylene, ethylene, or polyamide material, in continuous rolls of longest practical length.

B. Grab Strength: 100 psi in any principal direction (ASTM D-4632), Mullen burst strength >200 psi (ASTM D-3786), and equivalent opening size between 50 and 140.

C. Furnish ultraviolet inhibitors and stabilizers for minimum 6 months of expected usable construction life at temperature range of 0 degrees F to 120 degrees.

D. Mirafi, Inc., Synthetic Industries, or equivalent

2.05 FENCING

A. Wire Fencing: Woven galvanized steel wire, 14 gauge by 6-inch square mesh spacing, minimum 24 inch roll or sheet width of longest practical length.

B. Fence Stakes: Nominal 2 by 2 inch moisture-resistant treated wood or steel posts (min. of 1.25 lbs. per linear foot and Brinell Hardness greater than 140) with safety caps on top; length as required for minimum 8 inch bury and full height of filter fabric.

2.06 SANDBAGS

A. Provide woven material made of polypropylene, polyethylene, or polyamide material.

1. Minimum unit weight of four ounces per square yard.

2. Minimum grab strength of 100 psi in any principal direction (ASTM D4632).

3. Mullen burst strength exceeding 300 psi (ASTM D3786).

4. Ultraviolet stability exceeding 70 percent.

5. Size: Length:18 to 24 inches. Width: 12 to 18 inches. Thickness: 6 to 8 inches. Weight: 50 to 125 pounds.

2.07 DROP INLET BASKET

A. Provide steel frame members in accordance with ASTM A36.

B. Construct top frame of basket with two short sides of 2 inch by 2 inch and single long side of 1 inch by 1 inch, 1/8 inch angle iron. Construct basket hangers of 2 inch by 1/4 inch iron bars. Construct bottom frame of 1 inch by 1/4 inch iron bar or 1/4 inch plate with center 3 inches removed. Use minimum 1/4 inch diameter iron rods or equivalent for sides of inlet basket. Weld minimum of 14 rods in place between top frame/basket hanger and bottom frame. Exact dimensions for top frame and insert basket will be determined based on dimensions of type of inlet being protected.

2.08 STRAW BALE

A. Straw: Standard-baled agricultural hay bound by wire, nylon, or polypropylene rope. Do not use jute or cotton binding.

B. Straw Bale Stakes (applicable where bales are on soil): No. 3 (3/8 diameter) reinforcing bars, deformed or smooth at Contractor's option, length as required for minimum 18 inch bury and full height bales.

PART 3 E X E C U T I O N

3.01 PREPARATION, INSTALLATION AND MAINTAINANCE

A. Provide erosion and sediment control structures at locations shown on the Drawings.

B. Do not clear, grub or rough cut until erosion and sediment control systems are in place unless approved by Engineer to allow installation of erosion and sediment control systems, soil testing and surveying.

C. Maintain existing erosion and sediment control systems located within project site until acceptance of Project or until directed by Engineer to remove and discard existing system.

D. Regularly inspect and repair or replace damaged components of erosion and sediment control structures. Unless otherwise directed, maintain erosion and sediment control structure until project area stabilization is accepted. Redress and replace granular fill at outlets as needed to replenish depleted granular fill. Remove erosion and sediment control structures promptly when directed by Engineer.

E. Remove and dispose sediment deposits at the designated spoil site for the Project. If a project spoil site is not designated on Drawings, dispose of sediment off site at approved location.

F. Unless otherwise shown on the Drawings, compact embankments, excavations, and trenches in accordance with Section 02317 Excavation and Backfill for Utilities.

G. Prohibit equipment and vehicles from maneuvering on areas outside of dedicated right of

way and easements for construction. Immediately repair damage caused by construction traffic to erosion and sediment control structures.

H. Protect existing trees and plants.

SEDIMENT TRAPS

A. Install sediment traps so that surface runoff shall percolate through system in sheet flow fashion and allow retention and accumulation of sediment.

B. Inspect sediment traps after each rainfall, daily during periods of prolonged rainfall, and at a minimum once each week. Repair or replace damaged sections immediately.

C. Use fill material for embankment in accordance with Section 02320 - Utility Backfill Materials.

D. Excavation length and height shall be as specified on Drawings. Use side slopes of 2:1 or flatter.

E. Stone outlet sediment traps:

1. Maintain minimum of 6 inches between top of core material and top of stone outlet, minimum of 4 inches between bottom of core material and existing ground and minimum of 1 foot between top of stone outlet and top of embankment.

2. Embed cobbles minimum of 4 inches into existing ground for stone outlet. Core shall be a minimum of 1 foot in height and in width and wrapped in triple layer of geotextile filter fabric.

F. Sediment Basin with Pipe Outlet Construction Methods: Install outlet pipe and riser as shown on the Drawings.

G. Remove sediment deposits when design basin volume is reduced by one third or sediment level is one foot below principal spillway crest, whichever is less.

3.03 FILTER FABRIC FENCE CONSTRUCTION METHODS

A. Fence Type 1:

1. Install stakes 3 feet on center maximum and firmly embed minimum 8 inches in soil. If filter fabric is factory preassembled with support netting, then maximum support spacing is 8 feet. Install wood stakes at a slight angle toward the source of anticipated runoff.

2. Trench in the toe of the fence lines so the downward face of the trenches is flat and perpendicular to direction of flow. V-trench configuration as shown on Drawings may also be used.

3. Lay fabric along edges of trenches in longest practical continuous runs to minimize joints. Make joints only at a support post. Splice with minimum 6-inch overlap and seal securely.

4. Staple filter fabric to stakes at maximum 3 inches on center. Extend fabric minimum 18 inches and maximum 36 inches above natural ground.

5. Backfill and compact trench.

B. Fence Type 2:

1. Layout fence same as for Type 1.

2. Install stakes at 6 feet on center maximum and at each joint in wire fence, firmly embedded 1-foot minimum, and inclined it as for Type 1.

3. Tie wire fence to stakes with wire at 6 inches on center maximum. Overlap joints minimum one bay of mesh.

4. Install trench same as for Type 1.

5. Fasten filter fabric wire fence with tie wires at 3 inches on center maximum.

6. Layout fabric same as for Type 1. Fasten to wire fence with wire ties at 3 inches on center maximum and, if applicable, to stakes above top of wire fence it as for Type 1.

7. Backfill and compact trench.

C. Attach filter fabric to wooden fence stakes spaced a maximum of 6 feet apart or steel fence stakes spaced a maximum of 8 feet apart and embedded a minimum of 12 inches. Install stakes at a slight angle toward source of anticipated runoff.

D. Trench in toe of filter fabric fence with spade or mechanical trencher so that downward face of trench is flat and perpendicular to direction of flow. A V-trench configuration may also be used. Lay filter fabric along edges of trench. Backfill and compact trench upon completion of Construction.

E. Filter fabric fence shall have a minimum height of 18 inches and a maximum height of 36 inches above natural ground.

F. Cut length of fence to minimize use of joints. When joints are necessary, splice fabric together only at support post with minimum 6 inch overlap and seal securely.

G. Triangular Filter Fabric Fence Construction Methods

1. Attach filter fabric to wire fencing, 18 inches on each side. Provide a fabric cover and skirt with continuous wrapping of fabric. Skirt should form continuous extension of fabric on upstream side of fence.

2. Secure triangular fabric filter fence in place using one of the following methods:

   a. Toe-in skirt 6 inches with mechanically compacted material;

   b. Weight down skirt with continuous layer of 3-inch to 5-inch graded rock; or

   c. Trench-in entire structure 4 inches.

3. Anchor triangular fabric filter fence structure and skirt securely in place using 6-inch wire staples on 2-foot centers on both edges and on skirt, or staked using 18-inch by 3/8-inch diameter re-bar with tee ends.

4. Lap fabric filter material by 6 inches to cover segment joints. Fasten joints with galvanized shoat rings.

H. Reinforced Filter Fabric Barrier Construction Methods

1. Attach woven wire fence to fence stakes.

2. Securely fasten filter fabric material to wire fence with tie wires.

3. When used in swales, ditches or diversions, elevation of barrier at top of filter fabric at flow line location in channel shall be lower than bottom elevation of filter fabric at ends of barrier or top of bank, whichever is less, in order to keep storm water discharge in channel from overtopping bank.
4. Remove sediment deposits when silt reaches depth one-third height of barrier or 6 inches, whichever is less.

3.04 DIKE AND SWALE

A. Unless otherwise indicated, maintain minimum dike height of 18 inches, measured from cleared ground at up slope toe to top of dike. Maintain side slopes of 2:1 or flatter.

B. Dike and Swale Stabilization: When shown on the Drawings, place gravel lining 3 inches thick and compacted into the soil or 6 inches thick if truck crossing is expected. Extend gravel lining across bottom and up both sides of swale minimum height of 8 inches vertically, above bottom. Gravel lining on dike side shall extend up the up slope side of dike a minimum height of 8 inches, measured vertically from interface of existing or graded ground and up slope toe of dike, as shown on Drawings.

C. Divert flow from dikes and swales to sediment basins, stabilized outlets, or sediment trapping devices of types and at locations shown on Drawings. Grade dikes and swales as shown on Drawings, or, if not specified, provide positive drainage with maximum grade of 1 percent to outlet or basin.

E. Carry out excavation for swale construction so that erosion and water pollution is minimal. Minimum depth shall be 1 foot and bottom width shall be 4 feet, with level swale bottom. Excavation slopes shall be 2:1 or flatter. Clear, grub and strip excavation area of vegetation and root material.

3.05 DOWN SPOUT EXTENDER

A. Down spout extender shall have slope of approximately 1 percent. Use pipe diameter of 4 inches or as shown on the Drawings. Place pipe in accordance with Section 2317 - Bedding and Backfill for Utilities.

3.06 PIPE SLOPE DRAIN

A. Compact soil around and under drain entrance section to top of embankment in lifts appropriately sized for method of compaction utilized.

B. Inlet pipe shall have slope of 1 percent or greater. Use pipe diameter as shown on the Drawings.

C. Top of embankment over inlet pipe and embankments directing water to pipe shall be at least 1 foot higher at all points than top of inlet pipe.

D. Pipe shall be secured with hold-down grommets spaced 10 feet on centers.

E. Place riprap apron with a depth equal to pipe diameter with 2:1 side slopes.

3.07 PAVED FLUME

A. Compact soil around and under the entrance section to top of the embankment in lifts appropriately sized for method of compaction utilized.

B. Construct subgrade to required elevations. Remove and replace soft sections and unsuitable material. Compact subgrade thoroughly and shape to a smooth, uniform surface.

C. Construct permanent paved flumes in accordance with Drawings.

D. Remove sediment from riprap apron when sediment has accumulated to depth of one foot.

3.08 LEVEL SPREADER

A. Construct level spreader on undisturbed soil and not on fill. Ensure that spreader lip is level for uniform spreading of storm runoff.

B. Maintain at required depth, grade, and cross section as specified on Drawings. Remove sediment deposits as well as projections or other irregularities which will impede normal flow.

3.09 INLET PROTECTION BARRIER

A. Place sandbags and filter fabric fences at locations shown on the SWP3.

3.10 DROP INLET BASKET CONSTRUCTION METHODS

A. Fit inlet insert basket into inlet without gaps around insert at locations shown on the SWP3.

B. Support for inlet insert basket shall consist of fabricated metal as shown on Drawings.

C. Push down and form filter fabric to shape of basket. Use sheet of fabric large enough to be supported by basket frame when holding sediment and extend at least 6 inches past frame. Place inlet grates over basket/frame to serve as fabric anchor.

D. Remove sediment deposit after each storm event and whenever accumulation exceeds 1-inch depth during weekly inspections.

3.11 STRAW BALE FENCE CONSTRUCTION METHODS

A. Place bales in row with ends tightly abutting adjacent bales. Place bales with bindings parallel to ground surface.

B. Embed bale in soil a minimum of 4 inches.

C. Securely anchor bales in place with Straw Bale Stakes driven through bales a minimum of 18-inches into ground. Angle first stake in each bale toward previously laid bale to force bales together.

D. Fill gaps between bales with straw to prevent water from channeling between bales. Wedge carefully in order not to separate bales.

E. Replace with new straw bale fence every two months or as required by Engineer.

3.12 BRUSH BERM CONSTRUCTION METHODS

A. Construct brush berm along contour lines by hand placing method. Do not use machine placement of brush berm.

B. Use woody brush and branches having diameter less than 2-inches with 6inches overlap. Avoid incorporation of annual weeds and soil into brush berm.

C. Use minimum height of 18-inches measured from top of existing ground at upslope toe to top of berm. Top width shall be 24 inches minimum and side slopes shall be 2:1 or flatter.

D. Embed brush berm into soil a minimum of 4-inches and anchor using wire, nylon or polypropylene rope across berm with a minimum tension of 50 pounds. Tie rope securely to 18-inch x 3/8-inch diameter rebar stakes driven into ground on 4-foot centers on both sides of berm.

3.13 STREET AND SIDEWALK CLEANING

A. Keep areas clean of construction debris and mud carried by construction vehicles and equipment. If necessary, install stabilized construction exits at construction, staging, storage, and disposal areas.

3.14 WASTE COLLECTION AREAS

A. Prevent water runoff from passing through waste collection areas, and prevent water runoff from waste collection areas migrating outside collection areas.

3.15 EQUIPMENT MAINTENANCE AND REPAIR

A. Confine maintenance and repair of construction machinery and equipment to areas specifically designated for that purpose, so fuels, lubricants, solvents, and other potential pollutants are not washed directly into receiving streams or storm water conveyance systems. Provide these areas with adequate waste disposal receptacles for liquid and solid waste. Clean and inspect maintenance areas daily.

B. Where designated equipment maintenance areas are not feasible, take precautions during each individual repair or maintenance operation to prevent potential pollutants from washing into streams or conveyance systems. Provide temporary waste disposal receptacles.

3.16 VEHICLE/ EQUIPMENT WASHING AREAS

A. Install wash area (stabilized with coarse aggregate) adjacent to stabilized construction exit(s), as required to prevent mud and dirt run-off. Release wash water into drainage swales or inlets protected by erosion and sediment controls. Install gravel or rock base beneath wash areas.

B. Wash vehicles only at designated wash areas. Do not wash vehicles such as concrete delivery trucks or dump trucks and other construction equipment at locations where runoff flows directly into watercourses or storm water conveyance systems.

C. Locate wash areas to spread out and evaporate or infiltrate wash water directly into ground, or collect runoff in temporary holding or seepage basins.

3.17 WATER RUNOFF AND EROSION CONTROL

A. Control surface water, runoff, subsurface water, and water from excavations and structures to prevent damage to the Work, the site, or adjoining properties.

B. Control fill, grading and ditching to direct water away from excavations, pits, tunnels, and other construction areas, and to direct drainage to proper runoff courses to prevent erosion, sedimentation or damage.

C. Provide, operate, and maintain equipment and facilities of adequate size to control surface water.

D. Dispose of drainage water to prevent flooding, erosion, or other damage to the site or adjoining areas. Follow environmental requirements.

E. Retain existing drainage patterns external to the site by constructing temporary earth

berms, sedimentation basins, retaining areas, and temporary ground cover as required to control conditions.

F. Plan and execute construction and earth work to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.

1. Hold area of bare soil exposed at one time to a minimum.

2. Provide temporary controls such as berms, dikes, and drains.

G. Construct fill and waste areas by selective placement to eliminate surface silts or clays which will erode.

H. Inspect earthwork periodically to detect start of erosion. Immediately apply corrective measures as required to control erosion.

I. Dispose of sediments offsite, not in or adjacent to streams or floodplains, nor allow sediments to flush into streams or drainage ways. Assume responsibility for offsite disposal location.

J. Unless otherwise indicated, compact embankments, excavations, and trenches by mechanically blading, tamping, and rolling soil in maximum of 8 inch layers. Provide compaction density at minimum 90 percent Standard Proctor ASTM D-698-78 density. Make at least one test per 500 cubic yards of embankment.

K. Do not maneuver vehicles on areas outside of dedicated rights-of-way and easements for construction. Immediately repair damage to erosion and sedimentation control systems caused by construction traffic.

L. Do not damage existing trees intended to remain.

3.18 REMOVAL OF CONTROLS

A. Remove erosion and sediment controls when the site is finally stabilized or as directed by Engineer.

B. Dispose of sediments and waste products following Section 01504- Temporary Facilities.

END OF SECTION - 01570

Section 01572

SOURCE CONTROLS FOR EROSION AND SEDIMENTATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Description of erosion and sediment control and other control-related practices, which shall be utilized during construction activities.

1.02 UNIT PRICES

A. No separate payment will be made for work performed under this Section. Include cost of work performed under this Section in pay items of which this work is a component.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 PREPARATION AND INSTALLATION

A. No clearing and grubbing or rough cutting shall be permitted until erosion and sediment control systems are in place, other than site work specifically directed by the Resident Project Representative to allow soil testing and surveying.

B. Equipment and vehicles shall be prohibited by the Contractor from maneuvering on areas outside of dedicated rights-of-way and easements for construction. Damage caused by construction traffic to erosion and sediment control systems shall be repaired immediately by the Contractor.

C. The Contractor shall be responsible for collecting, storing, hauling, and disposing of spoil, silt, and waste materials as specified in this or other Specifications and in compliance with applicable federal, state, and local rules and regulations.

D. Contractor shall conduct all construction operations under this Contract in conformance with the erosion control practices described in the SWPPP, Drawings, and this Specification.

E. The Contractor shall install, maintain, and inspect erosion and sediment control measures and practices as specified in the SWPPP, Drawings, and in this or other Specifications.

3.02 TOPSOIL PLACEMENT FOR EROSION AND SEDIMENT CONTROL SYSTEMS

A. When topsoil is specified as a component of another Specification, the Contractor shall conduct erosion control practices described in this Specification during topsoil placement operations.

1. When placing topsoil, maintain erosion and sediment control systems, such as swales, grade stabilization structures, berms, dikes, waterways, and sediment basins.

2. Maintain grades which have been previously established on areas to receive topsoil.

3. After the areas to receive topsoil have been brought to grade, and immediately prior to dumping and spreading the topsoil, loosen the subgrade by discing or by scarifying to a depth of at least 2 inches to permit bonding of the topsoil to the subsoil.

4. No sod or seed shall be placed on soil which has been treated with soil sterilants until sufficient time has elapsed to permit dissipation of toxic materials.

3.03 SEDIMENT CONTROL MAINTENANCE

A. All erosion, sediment, and water pollution controls will be maintained in good working order. A rain gauge provided by the Contractor shall be located on the project site. Within 24 hours of a rainfall event of 0.5 inches or more as measured by the project rain gauge, the Contractor and the Resident Project Representative shall inspect the entire project to determine the condition of the control measures. Sediment shall be removed and devices repaired as soon as practicable but no later than 7 days after the surrounding ground has dried sufficiently to prevent further damage from equipment operations needed for repairs.

B. In the event of continuous rainfall over a 24 hour period, or other circumstances that preclude equipment operation in the area, the Contractor shall install additional backup storm water pollution control devices, as determined by the Resident Project Representative, by other appropriate methods. The Contractor shall remove sediment accumulations and deposit the spoils in an area approved by the Resident Project Representative as soon as practical and in accordance with the SWPPP. Any corrective action needed for the control measures is to be accomplished in the sequence directed by the Resident Project Representative; however, areas adjacent to receiving waters shall generally have priority, followed by devices protecting storm sewer inlets.

3.04 DUST CONTROL

A. Implement dust control methods to control dust creation and movement on construction sites and roads and to prevent airborne sediment from reaching receiving streams or storm water conveyance systems, to reduce on-site and off-site damage, to prevent health hazards, and to improve traffic safety.

B. Control blowing dust by using one or more of the following methods:

1. Mulches bound with chemical binders.

2. Temporary vegetative cover.

3. Spray-on adhesives on mineral soils when not used by traffic.

4. Tillage to roughen surface and bring clods to the surface.

5. Irrigation by water sprinkling.

6. Barriers using solid board fences, snow fences, burlap fences, crate walls, bales of straw, or similar materials.

C. Implement dust control methods immediately whenever dust can be observed blowing on the project site.

3.05 KEEPING STREETS CLEAN

A. Keep streets clean of construction debris and mud carried by construction vehicles and equipment. If necessary to keep the streets clean, install stabilized construction exits at construction, staging, storage, and disposal areas. A vehicle/equipment wash area (stabilized with coarse aggregate) may be installed adjacent to the stabilized construction exit, as needed. Release wash water into a drainage swale or inlet protected by erosion and sediment control measures. Construction exit and wash areas are specified in Section 01575 - Stabilized Construction Exit.

B. In lieu of or in addition to stabilized construction exits, shovel or sweep the pavement to the extent necessary to keep the street clean. Waterhosing or sweeping of debris and mud off of the street into adjacent areas is not allowed.

3.06 EQUIPMENT MAINTENANCE AND REPAIR

A. Confine maintenance and repair of construction machinery and equipment to areas specifically designated for that purpose. Locate such areas so that oils, gasoline, grease, solvents, and other potential pollutants cannot be washed directly into receiving streams or storm water conveyance systems. Provide these areas with adequate waste disposal receptacles for liquid as well as solid waste. Clean and inspect maintenance areas daily.

B. On a construction site where designated equipment maintenance areas are not feasible, take precautions during each individual repair or maintenance operation to prevent potential pollutants from washing into streams or conveyance systems. Provide temporary waste disposal receptacles.

3.07 WASTE COLLECTION AND DISPOSAL

A. Contractor shall formulate and implement a plan for the collection and disposal of waste materials on the construction site. In plan, designate locations for trash and waste receptacles and establish a collection schedule. Methods for ultimate disposal of waste shall be specified and carried out in accordance with applicable local, state, and federal health and safety regulations. Make special provisions for the collection and disposal of liquid wastes and toxic or hazardous materials.

B. Keep receptacles and waste collection areas neat and orderly to the extent possible. Waste shall not be allowed to overflow its container or accumulate from day-to-day. Locate trash collection points where they will least likely be affected by concentrated storm water runoff.

3.08 WASHING AREAS

A. Vehicles such as concrete delivery trucks or dump trucks and other construction equipment shall not be washed at locations where the runoff will flow directly into a watercourse or storm water conveyance system. Designate special areas for washing vehicles. Locate these areas where the wash water will spread out and evaporate or infiltrate directly into the ground, or where the runoff can be collected in a temporary holding or seepage basin. Beneath wash areas construct a gravel or rock base to minimize mud production.

3.09 STORAGE OF CONSTRUCTION MATERIALS AND CHEMICALS

A. Isolate sites where chemicals, cements, solvents, paints, or other potential water pollutants are stored in areas where they will not cause runoff pollution.

B. Store toxic chemicals and materials, such as pesticides, paints, and acids in accordance with manufacturers' guidelines. Protect groundwater resources from leaching by placing a plastic mat, packed clay, tar paper, or other impervious materials on any areas where toxic liquids are to be opened and stored.

3.10 DEMOLITION AREAS

A. Demolition activities which create large amounts of dust with significant concentrations of heavy metals or other toxic pollutants shall use dust control techniques to limit transport of airborne pollutants. However, water or slurry used to control dust contaminated with heavy metals or toxic pollutants shall be retained on the site and shall not be allowed to run directly into watercourses or storm water conveyance systems. Methods of ultimate disposal of these materials shall be carried out in accordance with applicable local, state, and federal health and safety regulations.

3.11 SANITARY FACILITIES

A. Provide and maintain sanitary facilities for persons on the job site; comply with the regulations of State and local departments of health.

B. Enforce the use of sanitary facilities by construction personnel at the job site. Such facilities shall be enclosed. Pit-type toilets will not be permitted. No discharge will be allowed form these facilities. Collect and store sewage and waste so as not to cause a nuisance or health problem; have sewer and waste hauled off-site and properly disposed in accordance with City regulations.

C. Located toilets near the Work site and secluded from view insofar as possible. Keep toilets clean and supplied throughout the course of the Work.

3.12 PESTICIDES

A. Use and store pesticides during construction in accordance with manufacturers' guidelines and with local, state, and federal regulations. Avoid overuse of pesticides which could produce contaminated runoff. Take great care to prevent accidental spillage. Never wash pesticide containers in or near flowing streams or storm water conveyance systems.

END OF SECTION

Section 01573

FILTER FABRIC FENCE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Installation of erosion and sediment control filter fabric fences used during construction and until final development of the site. The purpose of filter fabric fences is to contain pollutants from overland flow. Filter fabric fences are not for use in channelized flow areas.

1.02 UNIT PRICES

A. No separate payment will be made for Filter Fabric Fence under this section. Include payment in unit price for related sections.

1.03 SUBMITTALS

A. Manufacturer's catalog sheets and other product data on geotextile fabric.

1.04 REFERENCES

A. ASTM D3786 - Standard Test Method for Hydraulic Bursting Strength for Knitted Goods and Nonwoven Fabrics

B. ASTM D4632 - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles

PART 2 PRODUCTS

2.01 FILTER FABRIC

A. Provide woven or nonwoven geotextile filter fabric made of either polypropylene, polyethylene, ethylene, or polyamide material.

B. Geotextile fabric shall have a grab strength of 100 psi in any principal direction (ASTM D-4632), Mullen burst strength exceeding 200 psi (ASTM D-3786), and the equivalent opening size between 50 and 140.

C. Filter fabric material shall contain ultraviolet inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0 degrees F to 120 degrees F.

D. Representative Manufacturers: Mirafi, Inc., or equal.

PART 3 EXECUTION

3.01 PREPARATION AND INSTALLATION

A. Provide erosion and sediment control systems at the locations shown on the SWPPP. Such systems shall be of the type indicated and shall be constructed in accordance with the requirements shown on the Drawings and specified in this Section.

B. No clearing and grubbing or rough cutting shall be permitted until erosion and sediment control systems are in place, other than site work specifically directed by the Resident Project Representative to allow soil testing and surveying.

C. Maintain existing erosion and sediment control systems located within the project site until acceptance of the project or until directed by the Resident Project Representative to remove and discard the existing system.

D. Regularly inspect and repair or replace damaged components of filter fabric fences as specified in this Section. Unless otherwise directed, maintain the erosion and sediment control systems until the project area stabilization is accepted by the City. Remove erosion and sediment control systems promptly when directed by the Resident Project Representative. Discard removed materials off site.

E. Remove sediment deposits and dispose of them at the designated spoil site for the project. If a project spoil site is not designated on the Drawings, dispose of sediment off site at a location not in or adjacent to a stream or floodplain. Off-site disposal is the responsibility of the Contractor. Sediment to be placed at the project site should be spread evenly throughout the site, compacted and stabilized. Sediment shall not be allowed to flush into a stream or drainage way. If sediment has been contaminated, it shall be disposed of in accordance with existing federal, state, and local rules and regulations.

F. Equipment and vehicles shall be prohibited by the Contractor from maneuvering on areas outside of dedicated rights-of-way and easements for construction. Damage caused by construction traffic to erosion and sediment control systems shall be repaired immediately.

G. Conduct all construction operations under this Contract in conformance with the erosion control practices described in Section 01572- Source Controls for Erosion and Sedimentation.

3.02 CONSTRUCTION METHODS

A. Provide filter fabric fence systems in accordance with the Drawing detail for Filter Fabric Fences. Filter fabric fences shall be installed in such a manner that surface runoff will percolate through the system in sheet flow fashion and allow sediment to be retained and accumulated.

B. Attach the filter fabric to steel posts spaced 6 to 8 feet and embedded a minimum of 18 inches. Steel posts shall have a minimum length of 4 feet. If filter fabric is factory preassembled with support netting, then maximum spacing allowable is 8 feet. Install stakes at a slight angle toward the source of anticipated runoff.

C. Trench in the toe of the filter fabric fence with a spade or mechanical trencher so that the downward face of the trench is flat and perpendicular to the direction of flow. The v-trench configuration as shown on the Drawings may also be used. Lay filter fabric along the edges of the trench. Backfill and compact trench.

D. Filter fabric fence shall have a minimum height of 18 inches and a maximum height of 36 inches above natural ground.

E. Provide the filter fabric in continuous rolls and cut to the length of the fence to minimize the use of joints. When joints are necessary, splice the fabric together only at a support post with a minimum 6-inch overlap and seal securely.

F. Inspect sediment filter barrier systems after each rainfall, daily during periods of prolonged rainfall, and at a minimum once each week. Repair or replace damaged sections immediately. Remove sediment deposits when silt reaches a depth one-third the height of the fence or 6 inches, whichever is less.

END OF SECTION

Section 01575

STABILIZED CONSTRUCTION EXIT

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Installation of erosion and sediment control for stabilized construction exits used during construction and until final development of the site.

1.02 SUBMITTALS

A. Manufacturer's catalog sheets and other product data on geotextile fabric.

B. Sieve analysis of aggregates conforming to requirements of this Specification.

1.03 UNIT PRICES

A. No separate payment will be made for work performed under this Section. Include cost of work performed under this Section in pay items for which this work is a component.

1.04 REFERENCES

A. ASTM D 4632 - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.

PART 2 P R O D U C T S

2.01 GEOTEXTILE FABRIC

A. Provide woven or nonwoven geotextile fabric made of either polypropylene, polyethylene, ethylene, or polyamide material.

B. Geotextile fabric shall have a minimum grab strength of 270 psi in any principal direction (ASTM D-4632), and the equivalent opening size between 50 and 140.

C. Both the geotextile and threads shall be resistant to chemical attack, mildew, and rot and shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable life at a temperature range of 0°F to 120°F.

D. Representative Manufacturers: Mirafi, Inc., or equal.

2.02 COARSE AGGREGATES

A. Coarse aggregate shall consist of crushed stone, gravel, crushed blast furnace slag, or a combination of these materials. Aggregate shall be composed of clean, hard, durable materials free from adherent coatings, salt, alkali, dirt, clay, loam, shale, soft or flaky materials, or organic and injurious matter.

B. Coarse aggregates shall conform to the following gradation requirements.

Sieve Size (Square Mesh)	Percent Retained (By Weight)
2-1/2"	0
2"	0 - 20
1-1/2"	15 - 50

3/4"	60 - 80
No. 4	95 - 100

PART 3 EXECUTION

3.01 PREPARATION AND INSTALLATION

A. If necessary to keep the street clean of mud carried by construction vehicles and equipment, Contractor shall provide stabilized construction roads and exits at the construction, staging, parking, storage, and disposal areas. Such erosion and sediment controls shall be constructed in accordance with the details shown on the Drawings and specified in this Section.

B. No clearing and grubbing or rough cutting shall be permitted until erosion and sediment control systems are in place, other than as specifically directed by the Resident Project Representative to allow soil testing and surveying.

C. Maintain existing erosion and sediment control systems located within the project site until acceptance of the project or until directed by the Resident Project Representative to remove and discard the existing system.

D. Regularly inspect and repair or replace components of stabilized construction exits. Unless otherwise directed, maintain the stabilized construction roads and exits until the project is accepted by the City. Remove stabilized construction roads and exits promptly when directed by the Resident Project Representative. Discard removed materials off site.

E. Equipment and vehicles shall be prohibited by the Contractor from maneuvering on areas outside of dedicated rights-of-way and easements for construction. Damage caused by construction traffic to erosion and sediment control systems shall be repaired immediately.

F. Conduct all construction operation under this Contract in conformance with the erosion control practices described in the Specification 01572 - Source Controls for Erosion and Sedimentation.

3.02 CONSTRUCTION METHODS

A. Provide stabilized construction exits, and truck washing areas when approved by Resident Project Representative, of the sizes and locations where shown on SWPPP or as specified in this Section.

B. Vehicles leaving construction areas shall have their tires cleaned to remove sediment prior to entrance onto public right-of-way. When washing is needed to remove sediment, Contractor shall construct a truck washing area. Truck washing shall be done on stabilized areas which drain into a drainage system protected by erosion and sediment control measures.

C. Details for stabilized construction exit shall be shown on the SWPPP. Construction of all other stabilized areas shall be to the same requirements. Roadway width shall be at least 14 feet for one-way traffic and 20 feet for two-way traffic and shall be sufficient for all ingress and egress. Furnish and place geotextile fabric as a permeable separator to prevent mixing of coarse aggregate with underlaying soil. Exposure of geotextile fabric to the elements between laydown and cover shall be a maximum of 14 days to minimize damage potential.

D. Roads and parking areas shall be graded to provide sufficient drainage away from stabilized areas. Use sandbags, gravel, boards, or similar methods to prevent sediment from entering public right-of-way, receiving stream or storm water conveyance system.

E. The stabilized areas shall be inspected and maintained daily. Provide periodic top dressing with additional coarse aggregates to maintain the required depth. Repair and clean out damaged control

measures used to trap sediment. All sediment spilled, dropped, washed, or tracked onto public right-of-way shall be removed immediately.

F. The length of the stabilized area shall be as shown on the SWPPP, but not less than 50 feet. The thickness shall not be less than 8 inches. The width shall not be less than the full width of all points of ingress or egress.

G. Stabilization for other areas shall have the same coarse aggregate, thickness, and width requirements as the stabilized construction exit, except where shown otherwise on the SWPPP.

H. Stabilized area may be widened or lengthened to accommodate truck washing area when authorized by Resident Project Representative.

I. Alternative methods of construction may be utilized when shown on SWPPP, or when approved by the Resident Project Representative. These methods include the following:

1. Cement-Stabilized Soil - Compacted cement-stabilized soil or other fill material in an application thickness of at least 8 inches.

2. Wood Mats/Mud Mats - Oak or other hardwood timbers placed edge-to-edge and across support wooden beams which are placed on top of existing soil in an application thickness of at least 6 inches.

3. Steel Mats - Perforated mats placed across perpendicular support members.

END OF SECTION

Section 01576

WASTE MATERIAL DISPOSAL

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Disposal of waste material and salvageable material.

1.02 UNIT PRICES

A. No separate payment will be made for waste material disposal under this Section. Include payment in unit price for related sections.

1.03 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittal Procedures.

B. Obtain and submit disposal permits for proposed disposal sites if required by local ordinances.

C. Submit a copy of written permission from property owner, along with description of property, prior to disposal of excess material adjacent to the Project. Submit a written and signed release from property owner upon completion of disposal work.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N

3.01 SALVAGEABLE MATERIAL

A. Excavated Material: When indicated on Drawings, load, haul, and deposit excavated material at a location or locations shown on Drawings outside the limits of Project.

B. Other Salvageable Materials: Conform to requirements of individual Specification Sections.

3.02 EXCESS MATERIAL

A. Vegetation, rubble, broken concrete, debris, asphaltic concrete pavement, excess soil, and other materials not designated for salvage, shall become the property of Contractor and shall be removed from the job site and legally disposed of.

B. Excess soil may be deposited on private property adjacent to the Project when written permission is obtained from property owner. See Paragraph 1.03 C above.

C. Waste materials shall be removed from the site on a daily basis, such that the site is maintained in a neat and orderly condition.

END OF SECTION

Section 01578

CONTROL OF GROUND WATER AND SURFACE WATER

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Dewatering, depressurizing, draining, and maintaining trenches, shaft excavations, structural excavations, and foundation beds in a stable condition, and controlling ground water conditions for tunnel excavations.

B. Protecting work against surface runoff and rising flood waters.

C. Disposing of removed water.

1.02 METHOD OF PAYMENT

A. No separate payment will be made for control of ground water and surface water. Include the cost to control ground water and surface water in unit price for work in related sections.

1.03 REFERENCES

A. ASTM D 698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5-lb (2.49 kg) Rammer and 12-inch (304.8 mm) Drop.

B. Federal Regulations, 29 CFR Part 1926, Standards-Excavation, Occupational Safety and Health Administration (OSHA).

C. Federal Register 40 CFR (Vol. 55, No. 222) Part 122, EPA Administered Permit Programs (NPDES), Para.122.26(b)(14) Storm Water Discharge.

D. Texas Commission of Environmental Quality, TCEQ General Permit Number TX150000 Relating to Discharges from Construction Activities.

1.04 DEFINITIONS

A. Ground water control includes both dewatering and depressurization of water-bearing soil layers.

1. Dewatering includes lowering the water table and intercepting seepage which would otherwise emerge from slopes or bottoms of excavations, or into tunnels and shafts, and disposing of removed water. The intent of dewatering is to increase stability of tunnel excavations and excavated slopes; prevent dislocation of material from slopes or bottoms of excavations; reduce lateral loads on sheeting and bracing; improve excavating and hauling characteristics of excavated material; prevent failure or heaving of the bottom of excavations; and to provide suitable conditions for placement of backfill materials and construction of structures and other installations.

2. Depressurization includes reduction in piezometric pressure within strata not controlled by dewatering alone, as required to prevent failure or heaving of excavation bottom or instability of tunnel excavations.

B. Excavation drainage includes keeping excavations free of surface and seepage water.

C. Surface drainage includes use of temporary drainage ditches and dikes and installation of temporary culverts and sump pumps with discharge lines as required to protect the Work from any source of surface water.

D. Equipment and instrumentation for monitoring and control of the ground water control system includes piezometers and monitoring wells, and devices, such as flow meters, for observing and recording flow rates.

1.05 PERFORMANCE REQUIREMENTS

A. Conduct surface and subsurface investigations to identify ground water and surface water conditions and to provide parameters for design, installation, and operation of control systems.

B. Design a ground water control system, compatible with requirements of Federal Regulations 29 CFR Part 1926 and Trench Safety Systems, to produce the following results:

1. Effectively reduce the hydrostatic pressure affecting:
    a. Excavations.
    b. Tunnel excavation, face stability or seepage into tunnels.

2. Develop a substantially dry and stable subgrade for subsequent construction operations.

3. Preclude damage to adjacent properties, buildings, structures, utilities, installed facilities, and other work.

4. Prevent the loss of fines, seepage, boils, quick condition, or softening of the foundation strata.

5. Maintain stability of sides and bottom of excavations.

C. Provide ground water control systems that may include single-stage or multiple-stage well point systems, eductor and ejector-type systems, deep wells, or combinations of these equipment types.

D. Provide drainage of seepage water and surface water, as well as water from any other source entering the excavation. Excavation drainage may include placement of drainage materials, such as crushed stone and filter fabric, together with sump pumping.

E. Provide ditches, berms, pumps and other methods necessary to divert and drain surface water from excavation and other work areas.

F. Locate ground water control and drainage systems so as not to interfere with utilities, construction operations, adjacent properties, or adjacent water wells.

G. Assume sole responsibility for ground water and surface water control systems and for any loss or damage resulting from partial or complete failure of protective measures and any settlement or resultant damage caused by the control operations. Modify control systems or operations if they cause or threaten to cause damage to new construction, existing site improvements, adjacent property, or adjacent water wells, or affect potentially contaminated areas. Repair damage caused by control systems or resulting from failure of the system to protect property as required.

1.06 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittals.

B. Submit a Ground Water and Surface Water Control Plan for review by the Engineer prior to start of any field work. Submit a plan to include the following:

1. Results of subsurface investigation and description of the extent and characteristics of water bearing layers subject to ground water control.

2. Excavation drainage methods including typical drainage layers, sump pump application and other necessary means.

3. Surface water control and drainage installations.

4. Proposed methods and locations for disposing of removed water.

1.07 ENVIRONMENTAL REQUIREMENTS

A. Comply with requirements of agencies having jurisdiction.

B. Obtain permit from TCEQ under the Texas Pollutant Discharge Elimination System (TPDES), for storm water discharge from construction sites. (If Applicable)

C. Monitor ground water discharge for contamination while performing pumping in the vicinity of potentially contaminated sites.

PART 2 P R O D U C T S

2.01 EQUIPMENT AND MATERIALS

A. Equipment and materials are at the option of Contractor as necessary to achieve desired results for control of ground and surface water.

B. Eductors, well points, or deep wells, where used, must be furnished, installed and operated by an experienced contractor regularly engaged in ground water control system design, installation, and operation.

C. All equipment must be in good repair and operating order.

D. Sufficient standby equipment and materials shall be kept available to ensure continuous operation, where required.

PART 3 E X E C U T I O N

3.01 GROUND WATER CONTROL

A. Provide labor, material, equipment, techniques and methods to lower, control and manage ground water in a manner compatible with construction methods and site conditions. Monitor effectiveness of the installed system and its effect on adjacent property.

B. Install, operate, and maintain ground water control systems in accordance with the Ground Water and Surface Water Control Plan. Notify Engineer in writing of any changes made to accommodate field conditions and changes to the Work. Provide revised drawings and calculations with such notification.

C. Provide for continuous system operation, including nights, weekends, and holidays. Arrange for appropriate backup if electrical power is primary energy source for dewatering system.

D. Remove system upon completion of construction or when dewatering and control of surface or ground water is no longer required.

E. Compact backfill to not less than 95 percent of the maximum dry density in accordance with ASTM D 698.

3.02 EXCAVATION DRAINAGE

A. Contractor may use excavation drainage methods if necessary to achieve well drained conditions. The excavation drainage may consist of a layer of crushed stone and filter fabric, and sump pumping in combination with sufficient wells for ground water control to maintain stable excavation and backfill conditions.

3.03 SURFACE WATER CONTROL

A. Intercept surface water and divert it away from excavations through use of dikes, ditches, curb walls, pipes, sumps or other approved means. The requirement includes temporary works required to protect adjoining properties from surface drainage caused by construction operations.

B. Divert surface water and seepage water into sumps and pump it into drainage channels or storm drains, when approved by agencies having jurisdiction. Provide settling basins when required by such agencies.

END OF SECTION

SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Maintain at the site for the Owner one record copy of:
   1. Drawings
   2. Specifications
   3. Addenda
   4. Change Orders and other Modifications to the Contract
   5. Engineer Field Orders or written instructions
   6. Approved Shop Drawings, Product Data and Samples
   7. Approved Operation and Maintenance Data
   8. Field Test records
   9. Receipts for delivery of items to Owner

B. Delegate the responsibility for maintenance of record documents to one person on the Contractor's staff as approved in advance by the Engineer.

C. Thoroughly coordinate all changes within the record documents, making adequate and proper entries on each page of the specifications and each sheet of drawings and other documents where such entry is required to properly show the change. Accuracy of records shall be such that future search for items shown in the contract documents may reasonably rely on information obtained from the approved record documents.

D. Make all entries within 24 hours after receipt of information. One (1) set is to be maintained at the Contractor's job trailer at all times. As-builts are to be updated as a condition of each pay application

1.02 RELATED REQUIREMENTS

A. Section 01300: Submittals

B. Section 01152: Applications for Payment

D. Section 01700: Contract Closeout

1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. File documents and samples in accordance with specification format.

B. Maintain documents in a clean, dry legible condition and in good order. Do not use record documents for construction purposes.

C. Make documents and samples available at all times for inspection by Engineer and Owner.

1.04 RECORDING

A. Label each document "PROJECT RECORD" in neat large printed letters.

B. Record information concurrently with construction progress.
   1. Do not conceal any work until required information is recorded.

C. Drawings; Legible mark to record actual construction:
   1. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements..
   2. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
   3. Field changes of dimension and detail.
   4. Changes made by Field Order or by Change Order.
   5. Details not on original contract drawings.
   6. For gravity sewer lines: Elevation and alignment of line, location of cleanouts, distance between cleanouts, and location of each service line referenced by distance from main trunk line and distance from sewer centerline to end of service line.

D. Use all means necessary to maintain the job set of record documents completely protected from deterioration and from loss and damage until completion of the Work and transfer of the recorded data to the final record documents. In the event of loss of recorded data, use all means necessary to secure the data to the Engineer's approval; such means shall include, if necessary in the opinion of the Engineer, removal and replacement of concealing materials and, in such case, all replacements shall be to the standards originally specified in the contract documents.

E. Specifications and Addenda; Legibly mark each Section to record:
   1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.

G. Clearly describe all change orders by note and by graphic line, as required. Date all entries. Call attention to the entry by highlighting around the area or areas affected. In the event of overlapping changes, different colors may be used for each of the changes.

1.05 SUBMITTAL

A. At Contract close-out, deliver Record Documents to Engineer for the Owner.

B. Accompany submittal with transmittal letter in duplicate, containing:
   1. Date
   2. Project title and number
   3. Contractor's name and address
   4. Title and number of each Record Document
   5. Signature of Contractor or his authorized representative.

1.06 PAYMENT

A. Project record documents are incidental to Work for which no separate payment will be made.

B. No payment will be made to the Contractor for any portion of the work for which the project record documents including recording are not complete.

END OF SECTION - 01720

Division 2
Site Work

Section 02040

SEEDING FOR EROSION CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

A. "Seeding for Erosion Control" shall consist of preparing ground, providing for sowing of seeds, mulching with straw, hay or cellulose fiber and other management practices along and across such areas as are designated on the plans and in accordance with these specifications.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. Payment for square yard of ground cover using manufacturer recommended application rates.

2. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

PART 2 PRODUCTS

2.01 GENERAL

A. All seed must meet the requirements of the Texas Seed Law including the labeling requirements for showing pure live seed, (PLS = Purity x Germination), name and type of seed.

B. Additional materials required shall be provided as required.

2.02 SEED

A. Seed furnished shall be of the previous season's crop and the date of analysis shown on each bag shall be within nine months of the time of use on the project.

B. Each variety of seed shall be furnished and delivered in separate bags or containers.

C. A sample of each variety of seed shall be furnished for analysis and testing when directed by the Engineer.

D. Buffalo grass shall be treated with a fungicide approved the Engineer.

E. The amount of seed planted per acre shall be of the type listed in the Table below.

Common Name	Scientific Name
Green Spragletop	Leptochloa dubia
Sidoats Grama (El Reno or Premier)	Boutleoua gracilis
Blue Grama (Texas Grown)	Bouteloua gracilis

Buffalo grass (Treated)	Buchloe dactyloides
Western Wheat grass	Agropyron smithii
Blackwell Switchgrass	Panicum virgatum
Caucasian Bluestem	Andropogon caucasicus
K.R. Bluestem	Andropogon lehmanniana
Lehmann Love grass	Pennisetum ciliare
Rhodegrass	Chloris gayana
Bermuda and Giant Bermunda Grass (Hulle)	Cynodon dactylon
Sand Dropseed	Sporobolus cryptandrum
Bahiagrass (Pensacola)	Paspalum noatum
Weeping Lovegrass	Eragrotis curvula
Sand Bluestem	Andropogon hallii

PART 3 E X E C U T I O N

3.01 PLANTING SEASON

A. All Planting shall be done between the dates specified for each highway district except as specifically authorized in writing

B. The pure live seed planted per acre shall be of the type specified with the mixture, rate and planting dates as follows except as specifically shown on plans.

a. September 15 to March 1: Seeding to be with combination of 2 pounds per 1,000 square feet of un-hulled Bermuda grass (Cynoden Dactolyn) and 2 pounds per 1,000 square feet of winter rye with a purity of 95% germination.

b. March 2 to September 14: Seeding to be with hulled Bermuda grass (Cynoden Dactolyn) at a rate of 2 pounds per 1,000 square feet with a purity of 95% with 85% germination.

END OF SECTION

SECTION 02200
EARTHWORK & SITE GRADING

PART 1 - GENERAL

1.1 SCOPE

A. Perform all work required to complete the project as indicated by the Contract Documents, and furnish all supplementary items necessary for the completion of all work specified in this Section.

B. The work included in this Section shall include furnishing all labor, tools, materials and incidentals required to complete the work; excavate and fill to the lines, elevations and limits shown on the drawings for all pavements, buildings, landscaped areas, etc. as indicated below and cleaning up. The landscaped areas shall be graded to an elevation 6 inches below finished grade allowing for topsoil placement. The pavement areas shall be graded to an elevation below finished grade allowing for pavement placement. Building foundation areas shall be prepared in accordance with the geotechnical investigation and these specifications. The Contractor shall comply with all requirements of the city standards, the E.P.A. requirements and with the standards and specifications stated herein. All earthwork shall be done in accordance with the Geotechnical Investigation.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Section 02100 - Site Clearing
B. Section 02270 - Soil Erosion and Sediment Control
B. Section 02515 - Portland Cement Concrete Paving

1.3 QUALITY ASSURANCE

A. Codes and Standards

1. Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction. The contractor shall have a trench safety plan prepared by a registered professional engineer for all excavations in excess of 5 feet deep.

B. Testing and Inspection Service

1. The owner will engage a soil testing and inspection service for quality control testing during earthwork operations to inspect and test all soil materials proposed for use in all excavation and fill operations.

1.4 JOB CONDITIONS

A. Existing Utilities

1. It shall be the Contractor's responsibility to verify the location (horizontal and vertical depth) of all utilities prior to beginning earthwork operations. If utilities are to remain in place, provide protection from damage during construction operations.

2. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult owner immediately for directions as to how to proceed. Cooperate with owner, public and private utility companies in keeping services and

facilities in operation. Repair damaged utilities to satisfaction of utility owner.

3. Do not interrupt existing utilities serving facilities occupied and used by owner or adjacent properties, except when permitted in writing by property owner and then only after temporary utility services have been provided.

B. Use of Explosives

1. The use of explosives is not permitted.

C. Protection of Persons and Property

1. Barricade open excavations occurring as part of this work and post with warning lights. Provide traffic control as required by the city and as required to protect the public.

2. Protect structures, utilities, sidewalks, pavements, and other facilities from damages caused by settlement, lateral movement, undermining, washout and other hazards created by excavation operations.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. Fill Material:

1. Onsite excavated material free from trash, vegetation, rocks and lumps of earth larger than 4 inches in diameter or other objectionable material. Imported fill, if required, shall also be clean and have a liquid limit less than 50 percent.

B. Select Material:

1. Uniformly blended clayey sand to very sandy with a plasticity index between 6 and 15 and liquid limit of less than 35 percent.

PART 3 - EXECUTION

3.1 INSPECTION

A. Examine the areas and conditions under which earthwork and site grading operations are to be performed. After excavation to subgrade, proofroll with a heavy pneumatic tired roller, loaded dump truck or similar equipment weighing approximately 25 tons or greater to help compact pockets of loose soil and expose additional areas of weak, soft or wet soils in the presence of the owner's representative. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

3.2 EXCAVATION

A. The Contractor shall excavate to the lines and elevations shown on the drawings, as previously indicated herein, regardless of the type, condition, or moisture content of the material encountered. Conduct excavation operations to provide positive drainage, at contractor's expense, at all times during construction. If positive drainage cannot be maintained, contractor shall keep standing water out of all excavations with adequate

dewatering equipment.

B. All areas shall be cut accurately to the indicated grades. Care shall be taken to prevent excavation below the grades indicated and any bottoms or slopes that have been undercut shall be backfilled with approved materials and compacted to the required fill density.

C. Excavation required for rough grading shall be finished within a tolerance of 0.10 foot above or below the rough grade and in no case shall depressions be left that will not completely drain.

3.3 BUILDING SUBGRADE

A. Follow recommendations in geotechnical report and on the structural drawings.

3.4 FILLING

A. Remove all vegetation, organic materials and debris prior to placing fill.

B. Fill used below the parking and landscape areas shall be onsite soils encountered in the excavation or imported fill except grass, weeds, roots, vegetation and similar materials. The largest rock, particle or clod shall be less than 4 inches in diameter prior to compaction.

C. Care should be taken that utility cuts are not left open for extended periods and that cuts are properly backfilled. A positive cut-off of 1' thick compacted clay at the building line shall be used to help prevent water from migrating in the utility trench.

D. Before fill is placed under pavement or if subgrade is in an excavation, subgrade soils shall be scarified to a depth of 8" and recompacted between 93 and 98 percent of maximum dry density per ASTM D698 at a moisture content from +2 to +5 percent above optimum moisture content.

E. Fill below all pavement and landscaped areas shall be placed in 6 to 8 inch loose lifts and compacted to a minimum dry density of 95 percent of the standard proctor density (ASTM D698) under pavement and 90 percent elsewhere. The moisture content shall be between -1 and +3 percent above optimum.

F. Compaction shall be obtained by use of sheeps foot rollers, rubber-tired rollers, or other approved equipment capable of obtaining the required density. In the event the embankment material is too wet or too dry for adequate compaction, the contractor shall add moisture or dry the material as required to the extent necessary to obtain the required density.

3.5 PAVEMENT SUBGRADE

A. Construct subgrades for paved areas to conform to the grades, lines and cross sections shown on the drawings and per the recommendations in the geotechnical report.

B After the pavement subgrades have been shaped and compacted, bring the surface to a firm, unyielding surface by rolling the entire area with an approved vibratory roller. Compact all areas inaccessible to the roller with hand tampers weighing not less than 50 pounds, and with face area not more than 100-square-inches. Unless the material at the time of the rolling contains sufficient moisture to insure proper compaction, add water as directed before compacting. Allow the material containing excess moisture to dry to the proper consistency and moisture content before being compacted.

3.6 MOISTURE CONTROL

A. Where soil material must be moisture conditioned before compaction, uniformly apply required amount of water to surface of soil material in such manner as to prevent free water appearing on surface during, or subsequent to, compaction operations.

B. Remove and replace, or scarify and air dry soil material that is too wet to permit compaction to specified percentage of maximum density.

C. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread on surface where directed by owner's representative and permitted to dry. Assist drying by discing, harrowing or pulverizing until moisture-density relation tests fall within the herein-specified range.

3.7 FIELD QUALITY CONTROL

A. Quality Control Testing During Construction

1. Testing laboratory services shall be in accordance with section 01410.
2. Allow owner's testing service to inspect and approve subgrades and fill layers before further construction work is performed. In the building areas, there will be at least 1 density test per 2500 square feet per lift with a minimum of 3. In the pavement areas there will be at least 1 density test per 5000 square feet per lift with a minimum of 3.
3. If, in the opinion of the owner, based on testing service and inspection, the subgrade or fills which have been placed are below the specified density, the contractor shall provide additional compaction and testing at no additional expense to the owner.
4. The results of density tests which may be selected will be considered satisfactory when they are in each instance equal to or greater than the specified density, and if not more than 1 density test out of 5 has a value greater than 2% below the required density.

3.8 MAINTENANCE

A. Protection of Graded Areas

1. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
2. Repair and re-establish grades in settled, eroded, and rutted areas to the specified tolerances.

B. Reconditioning Compacted Areas

1. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, reshape, and compact to the required density prior to further construction. Use hand tamping for recompaction over underground utilities.

3.8 DISPOSAL OF EXCESS AND WASTE MATERIALS

Remove all excess excavation, trash, debris and waste materials, and legally dispose of off the owner's property, at no additional cost.

END OF SECTION

Section 02233

CLEARING AND GRUBBING

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Removing surface debris and rubbish.

B. Clearing site of plant life and grass.

C. Removing trees and shrubs.

D. Removing root system of trees and shrubs.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No Separate payment will be made for work performed under this Section. Include cost of work performed under this Section in pay items for which this work is a component.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REGULATORY REQUIREMENTS

A. Conform to applicable codes for disposal of debris.

B. Coordinate clearing work with utility companies.

1.04 SUBMITTALS

A. Conform to the requirements of Section 01330 – Submittal Procedures.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N

3.01 PREPARATION

A. Verify that existing plant life and features designated to remain are identified and tagged. Submit preconstruction photographs in accordance with the applicable portions of Section 01321 – Construction Photographs.

3.02 PROTECTION

A. Protect the following from damage or displacement:

1. Living trees located 3 feet or more outside of the intersection of side slopes and original ground line.

2. Plants other than trees and landscape features designated to remain.

3. Utilities designated to remain.

4. Bench marks, monuments, and existing structures designated to remain.

3.03 CLEARING

A. Remove stumps, main root ball, and root system to:

1. A depth of 24 inches below the finished subgrade elevation in the area bounded by lines two feet behind back of curbs.

2. A depth of 24 inches below the finished surface of the required cross section for other areas.

B. Clear undergrowth and deadwood without disturbing subsoil.

C. Remove vegetation from top soil scheduled for reuse.

3.04 REMOVAL

A. Remove debris, rubbish, and extracted plant material life from the site in accordance with requirements of Section 01576 - Waste Material Disposal.

END OF SECTION

SECTION 02270
SOIL EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Furnish all labor, materials, tools, equipment, and services for all soil erosion and sediment control, as indicated, in accord with provisions of Contract Documents.

B. Completely coordinate with work of all other trades.

C. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation in order to meet the United States Environmental Protection Agency requirements.

1.2 QUALITY ASSURANCE

A. Erosion Control Standards:

1. United States Environmental Protection Agency, National Pollutant Discharge Elimination System (NPDES) - Storm Water Management for Construction Activities.

2. North Central Texas Council of Governments (NCTCOG) - Storm Water Quality Best Management Practices for Construction Activities.

1.3 EROSION CONTROL PRINCIPLES:

A. Perform demolition, construction and other soil disturbances in a manner which minimizes soil erosion.

B. Retain and protect existing vegetation as much as is feasible.

C. Keep area which is exposed and free of vegetative cover to a minimum, within practical limits.

D. Protect exposed critical areas during prolonged construction or other land disturbance by temporary seeding, mulching or other suitable stabilization measures.

1.4 JOB CONDITIONS:

A. Comply with all requirements of the EPA for implementation of the storm water pollution prevention plan, under the NPDES General Permits for Storm Water Discharges from Construction Sites.

1.5 SUBMITTALS

A. Project Information:

1. Submit copy of NPDES Storm Water Permit for Construction Activities to Owner prior to construction.

PART 2 - PRODUCTS

2.1 MATERIALS:

A. Filter Fabric: Sediment control silt fabrics, AMOCO Style #2125 or approved equal.

B. Crushed stone.

C. Metal clips or ties.

D. Steel fence posts.

E. Grass Seed: annual ryegrass or Bermuda depending on the season.

F. Concrete block.

G. Wire screen.

PART 3 - EXECUTION

3.1 BEGINNING CONSTRUCTION

A. Prior to general demolition, install temporary silt fences and stabilized construction entrance as indicated on the storm water pollution prevention plan or where directed by Owner.

B. Construct erosion control devices in accordance with the storm water pollution prevention plan and as directed by the Owner during demolition and as demolition progresses.

C. Seed disturbed areas where construction activities temporarily cease at rate necessary to achieve a full stand of grass. Reseed as required until good stand of grass is achieved.

3.2 DURING CONSTRUCTION

A. Maintain temporary silt fences.

B. Inspect regularly, especially after rainstorms.

C. Repair or replace damaged or missing items.

D. Sow temporary grass cover over disturbed areas where construction activities temporarily cease for more than 21 days and as required by NPDES permit.

E. Install inlet protection as indicated by the storm water pollution prevention plan at each inlet.

F. Provide swales and dikes as necessary to direct all water towards a protected device.

G. Do not disturb existing vegetation (grass and trees) outside limits of demolition.

H. Remove sediment from behind temporary silt fences when it reaches a depth of 6 in.

3.3 COMPLETION OF CONSTRUCTION AND STABILIZATION OF THE SITE

A. Remove from site all temporary erosion control devices.

END OF SECTION

Section 02316

EXCAVATION AND BACKFILL FOR STRUCTURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Clearing and grubbing, excavation, backfilling, and compaction of backfill for structures.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No payment will be made for structural excavation and backfill under this Section. Include payment in unit price or lump sum for construction of structures.

2. No separate or additional payment will be made for clearing and grubbing, surface water control, ground water control, or for excavation drainage. Include in the unit price or lump sum construction of structures.

3. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 DEFINITIONS

A. Unsuitable Material: Unsuitable soil materials are the following:

1. Materials that are classified as ML, CL-ML, MH, PT, OH, and OL according to ASTM D 2487.

2. Materials that cannot be compacted to the required density due to either gradation, plasticity, or moisture content.

3. Materials that contain large clods, aggregates, stones greater than 4 inches in any dimension, debris, vegetation, waste or any other deleterious materials.

4. Materials that are contaminated with hydrocarbons or other chemical contaminants.

B. Suitable Material: Suitable soil materials are those meeting specification requirements. Unsuitable soils meeting specification requirements for suitable soils after treatment with lime or cement shall be considered suitable, unless otherwise indicated.

C. Select Material: Material as defined in Section 02320 - Utility Backfill Materials.

D. Backfill: Select material meeting specified quality requirements, placed and compacted under controlled conditions around structures.

E. Foundation Backfill Materials: Natural soil or manufactured aggregate meeting Class I requirements and geotextile filter fabrics as required, to control drainage and material separation. Foundation backfill material is placed and compacted as backfill where needed to provide stable support for the structure foundation base. Foundation backfill materials may include concrete fill and seal slabs.

F. Foundation Base: For foundation base material, use crushed stone aggregate with filter fabric as required, cement stabilized sand, or concrete seal slab. The foundation base provides a smooth, level working surface for the construction of the concrete foundation.

G. Foundation Subgrade: Foundation subgrade is the surface of the natural soil which has been excavated and prepared to support the foundation base or foundation backfill, where needed.

H. Ground Water Control Systems: Installations external to the excavation such as well points, eductors, or deep wells. Ground water control includes dewatering to lower the ground water, intercepting seepage which would otherwise emerge from the side or bottom of the excavation, and depressurization to prevent failure or heaving of the excavation bottom. Refer to Section 01578 - Control of Ground Water and Surface Water.

I. Surface Water Control: Diversion and drainage of surface water runoff and rain water away from the excavation. Remove rain water and surface water which accidentally enters the excavation as a part of excavation drainage.

J. Excavation Drainage: Removal of surface and seepage water in the excavation by sump pumping and using French drains surrounding the foundation to intercept the water.

K. Over-Excavation and Backfill: Excavation of subgrade soils with unsatisfactory bearing capacity or composed of otherwise unsuitable materials below the foundation as shown on Drawings, and backfilled with foundation backfill material.

L. Shoring System: A structure that supports the sides of an excavation to maintain stable soil conditions and prevent cave-ins.

1.04 REFERENCES

A. ASTM D 558 - Test Methods for Moisture-Density Relations of Soil Cement Mixtures.

B. ASTM D 698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, using 5.5-lb (2.49-kg) Rammer and 12-in. (304.88-mm) Drop.

C. ASTM D 1556 - Density of Soil in Place by the Sand-Cone Method.

D. ASTM D 2487 - Classification of Soils for Engineering Purposes.

E. ASTM D 2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

F. ASTM D 3017 - Test Method for Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depths).

G. ASTM D 4318 - Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

H. TxDOT Tex-101-E - Preparation of Soil and Flexible Base Materials for Testing.

I. TxDOT Tex-110-E - Determination of Particle Size Analysis of Soils.

J. Federal Regulations, 29 CFR, Part 1926, Standards - Excavation, Occupational Safety and Health Administration (OSHA).

1.05 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.

B. Submit a work plan for excavation and backfill for each structure with complete written description which identifies details of the proposed method of construction and the sequence of operations for construction relative to excavation and backfill activities. The descriptions, with supporting illustrations, shall be sufficiently detailed to demonstrate to the Engineer that the procedures meet the requirements of the Specifications and Drawings.

C. Submit excavation safety system plan.

1. The excavation safety system plan shall be in accordance with applicable OSHA requirements for all excavations.

2. The excavation safety system plan shall be in accordance with the requirements of Section 01561 - Trench Safety System, for all excavations that fall under State and Federal trench safety laws.

D. Submit a ground and surface water control plan in accordance with requirements in this Section and Section 01578 - Control of Ground Water and Surface Water.

E. Submit backfill material sources and product quality information in accordance with requirements of Section 02320 - Utility Backfill Materials.

F. Submit project record documents under provisions of Section 01785 - Project Record Documents. Record location of utilities, as installed, referenced to survey benchmarks. Include location of utilities encountered or rerouted. Give horizontal dimensions, elevations, inverts and gradients.

1.06 TESTS

A. Testing and analysis of backfill materials for soil classification and compaction during construction will be performed by an independent laboratory in accordance with requirements of Section 01454 - Testing Laboratory Services and as specified in this Section.

B. Contractor shall perform embedment and backfill material source qualification testing in accordance with requirements of Section 02320- Utility Backfill Materials.

PART 2 P R O D U C T S

2.01 EQUIPMENT

A. Perform excavation with equipment suitable for achieving the requirements of this Specification.

B. Use equipment which will produce the degree of compaction specified. Backfill within 3 feet of walls shall be compacted with hand operated equipment. Do not use equipment weighing more than 10,000 pounds closer to walls than a horizontal distance equal to the depth of the fill at that time. Use hand operated power compaction equipment where use of heavier equipment is impractical or restricted due to weight limitations.

2.02 MATERIAL CLASSIFICATIONS

A. Backfill materials shall conform to the classifications and product descriptions of Section 02320 - Utility Backfill Materials. The classification or product description for backfill applications shall be as shown on the Drawings and as specified.

PART 3 E X E C U T I O N

3.01 PREPARATION

A. Conduct an inspection to determine condition of existing structures and other permanent installations.

B. Set up necessary street detours and barricades in preparation for excavation if construction will affect traffic. Conform to requirements of Section 01555 - Traffic Control and Regulation. Maintain barricades and warning devices at all times for streets and intersections where work is in progress, or where affected by the Work, and is considered hazardous to traffic movements.

C. Perform work in accordance with OSHA standards. Employ an excavation safety system as specified in Section 01561 - Trench Safety Systems.

D. Project sites, rights-of-way and easements shall be made ready for construction operations in accordance with Section 02233 – Clearing and Grubbing.

E. Remove existing pavements and structures, including sidewalks and driveways, in accordance with requirements of Section 02221 - Removing Existing Pavements and Structures.

F. Install and operate necessary dewatering and surface water control measures in accordance with requirements of Section 01578 - Control of Ground Water and Surface Water.

3.02 PROTECTION

A. Protect trees, shrubs, lawns, existing structures, and other permanent objects outside of grading limits and within the grading limits as designated on the Drawings, and in accordance with requirements of Section 01562 - Tree and Plant Protection.

B. Protect and support above-grade and below-grade utilities which are to remain.

C. Restore damaged permanent facilities to pre-construction conditions unless replacement or abandonment of facilities are indicated on the Drawings.

D. Prevent erosion of excavations and backfill. Do not allow water to pond in excavations.

E. Maintain excavation and backfill areas until start of subsequent work. Repair and recompact slides, washouts, settlements, or areas with loss of density at no additional cost to the Owner.

3.03 EXCAVATION

A. Perform excavation work so that the underground structure can be installed to depths and alignments shown on Drawings. Use caution during excavation work to avoid disturbing surrounding ground and existing facilities and improvements. Keep excavation to the absolute minimum necessary. No additional payment will be made for excess excavation.

B. The use of explosives or headache balls is prohibited.

C. Upon discovery of unknown utilities, badly deteriorated utilities not designated for removal, or concealed conditions, discontinue work at that location. Notify Resident Project Representative and obtain instructions before proceeding in such areas.

D. Immediately notify the agency or company owning any line which is damaged, broken or disturbed. Obtain approval from Resident Project Representative and agency for any repairs or relocations, either temporary or permanent.

E. Avoid settlement of surrounding soil due to equipment operations, excavation procedures, vibration, dewatering, or other construction methods.

F. Provide surface drainage during construction to protect work and to avoid nuisance to adjoining property. Where required, provide proper dewatering and piezometric pressure control during construction.

G. Maintain permanent benchmarks, monumentation, and other reference points. Unless otherwise directed by the Engineer, replace those which are damaged or destroyed by the Work.

H. Provide sheeting, shoring, and bracing where required to safely complete the Work, to prevent excavation from extending beyond limits indicated on Drawings, and to protect the Work and adjacent structures or improvements. Sheeting, shoring, and bracing used to protect workmen and the public shall conform to requirements of Section 01561 - Trench Safety Systems.

I. Prevent voids from forming outside of sheeting. Immediately fill voids with grout, concrete fill, cement stabilized sand, or other material approved by Resident Project Representative.

J. After completion of the structure, remove sheeting, shoring, and bracing unless shown on Drawings to remain in place or directed by Engineer in writing that such temporary structures may remain. Remove sheeting, shoring and bracing in such a manner as to maintain safety during backfilling operations and to prevent damage to the Work and adjacent structures or improvements.

K. Immediately fill and compact voids left or caused by removal of sheeting with cement stabilized sand or material approved by Resident Project Representative.

3.04 HANDLING EXCAVATED MATERIALS

A. Classify excavated materials. Place material which is suitable for use as backfill in orderly piles at a sufficient distance from excavation to prevent slides or cave-ins.

3.05 DEWATERING

A. Provide ground water control per Section 01578 - Control of Ground Water and Surface Water.

B. Keep ground water surface elevation a minimum of 2 feet below the bottom of the foundation base.

C. Maintain ground water control as directed by Section 01578 - Control of Ground Water and Surface Water and until the structure is sufficiently complete to provide the required weight to resist hydrostatic uplift with a minimum safety factor of 1.2.

3.06 FOUNDATION EXCAVATION

A. Notify Resident Project Representative at least 48 hours prior to planned completion of foundation excavations. Do not place the foundation base until the excavation is accepted by the Resident Project Representative.

B. Excavate to elevations shown on Drawings, as needed to provide space for the foundation base, forming a level undisturbed surface, free of mud or soft material. Remove pockets of soft or otherwise unstable soils and replace with foundation backfill material or a material as directed by the Resident Project Representative. Prior to placing material over it, recompact the subgrade where indicated on the Drawings, scarifying as needed, to 95 percent of the maximum Standard Dry Density according to ASTM D 698. If the specified level of compaction cannot be achieved, moisture condition the subgrade and recompact until 95 percent is achieved, over-excavate to provide a minimum layer of 24 inches of foundation backfill material, or other means acceptable to the Resident Project Representative.

C. Fill unauthorized excessive excavation with foundation backfill material or other material as directed by the Resident Project Representative.

D. Protect open excavations from rainfall, runoff, freezing groundwater, or excessive drying so as to maintain foundation subgrade in a satisfactory, undisturbed condition. Keep excavations free of standing water and completely free of water during concrete placement.

E. Soils which become unsuitable due to inadequate dewatering or other causes, after initial excavation to the required subgrade, shall be removed and replaced with foundation backfill material, as directed by Resident Project Representative, at no additional cost to the Owner.

F. Place foundation base, or foundation backfill material where needed, over the subgrade on same day that excavation is completed to final grade. Where base of excavations are left open for longer periods, protect them with a seal slab or cement-stabilized sand.

G. Crushed aggregate, and other free draining Class I materials, shall have a filter fabric as specified in Section 02621 - Geotextile, separating it from native soils or select material backfill. The fabric shall overlap a minimum of 12 inches beyond where another material stops contact with the soil.

H. Crushed aggregate, and other Class I materials, shall be placed in uniform layers of 8-inch maximum thickness. Compaction shall be by means of at least two passes of a vibratory compactor.

3.07 FOUNDATION BASE

A. After the subgrade is properly prepared, including the placement of foundation backfill where needed, the foundation base shall be placed. The foundation base shall consist of a 12-inch layer of crushed stone aggregate or cement stabilized sand. Alternately, a seal slab with a minimum thickness of 4 inches may be placed. The foundation base shall extend a minimum of 12 inches beyond the edge of the structure foundation, unless shown otherwise on the Drawings.

B. Where the foundation base and foundation backfill are of the same material, both may be placed in one operation.

3.08 BACKFILL

A. Complete backfill to surface of natural ground or to lines and grades shown on Drawings. Use existing material that qualifies as select material, unless indicated otherwise. Deposit backfill in uniform layers and compact each layer as specified.

B. Do not place backfill against concrete walls or similar structures until laboratory test breaks indicate that the concrete has reached a minimum of 85 percent of the specified compressive strength. Where walls are supported by slabs or intermediate walls, do not begin backfill operations until the slab or intermediate walls have been placed and concrete has attained sufficient strength.

C. Remove concrete forms before starting backfill and remove shoring and bracing as work progresses.

D. Maintain fill material at no less than 2 percent below nor more than 2 percent above optimum moisture content. Place fill material in uniform 8-inch maximum loose layers. Compaction of fill shall be to at least 95 percent of the maximum Standard Dry Density according to ASTM D 698 under paved areas. Compact to at least 90 percent around structures under unpaved areas.

E. Where backfill is placed against a sloped excavation surface, run compaction equipment across the boundary of the cut slope and backfill to form a compacted slope surface for placement of the next layer of backfill.

F. Place backfill using cement stabilized sand in accordance with Section 02321 - Cement Stabilized Sand.

3.09 FIELD QUALITY CONTROL

A. Testing will be performed under provisions of Section 01454 - Testing Laboratory Services.

B. Tests will be performed initially on minimum of one different sample of each material type for plasticity characteristics, in accordance with ASTM D 4318, and for gradation characteristics, in accordance with Tex-101-E and Tex-110-E. Additional classification tests will be performed whenever there is a noticeable change in material gradation or plasticity.

C. In-place density tests of compacted subgrade and backfill will be performed according to ASTM D 1556, or ASTM D 2922 and ASTM D 3017, and at the following frequencies and conditions:

1. A minimum of one test for every 100 cubic yards of compacted backfill material.

2. A minimum of three density tests for each full work shift.

3. Density tests will be performed in all placement areas.

4. The number of tests will be increased if inspection determines that soil types or moisture contents are not uniform or if compacting effort is variable and not considered sufficient to attain uniform density.

D. At least one test for moisture-density relationships will be initially performed for each type of backfill material in accordance with ASTM D 698. Additional moisture-density relationship tests will be performed whenever there is a noticeable change in material gradation or plasticity.

E. If tests indicate work does not meet specified compaction requirements, recondition, recompact, and retest at Contractor's expense.

3.10 DISPOSAL OF EXCESS MATERIAL

A. Dispose of excess materials in accordance with requirements of Section 01576 - Waste Material Disposal.

END OF SECTION

Section 02330

EMBANKMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Construction of embankments with excess excavated material and borrow.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for material embankment under this section. Include payment in unit price for excavation or borrow.

B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. ASTM D 698 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft^3 (600 kN-m/m^3)).

B. ASTM D 2922 – Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

C. ASTM D 3017 – Standard Test Method for Water content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

PART 2 PRODUCTS

2.01 MATERIALS

A. Refer to Section 02315 – Roadway Excavation for acceptable excess materials from roadway excavation.

B. Refer to Section 02317 – Excavation and Backfill For Utilities for acceptable excess materials from utility excavation and trenching.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify borrow and excess excavated materials to be reused are approved.

B. Verify removals and clearing and grubbing operations have been completed.

3.02 PREPARATION

A. Backfill tests pits, stump holes, small swales and other surface irregularities. Backfill and compact in designated lift depths to requirements for embankment compaction.

B. Record location and plug and fill inactive water and oil wells. Conform to Texas State Health Department, Texas Commission on Environmental Quality and Texas Railroad Commission requirements. Notify Project Manager prior to plugging wells.

C. Excavate and dispose of unsuitable soil and other unsuitable materials which will not consolidate. Backfill and compact to requirements for embankment. Unsuitable soil is defined in Section 02316 – Excavation and Backfill for Structures and Section 02320 – Utility Backfill Materials.

D. Backfill new utilities below future grade. Conform to requirements of each respective section.

3.03 PROTECTION

A. Protect trees, shrubs, lawns, existing structures, and other features outside of embankment limits.

B. Protect utilities above and below grade, which are to remain.

C. Conform to protection requirements of Section 02315 – Roadway Excavation.

3.04 PLACING EMBANKMENT

A. Do not conduct placement operations during inclement weather or when existing ground or fill materials exceed 3 percent of optimum moisture content. Contractor may manipulate wet material to facilitate drying, by disking or windrowing.

B. Do not place embankment fill until density and moisture content of previously placed material comply with the specified requirements.

C. Scarify areas to be filled to minimum depth of 4 inches to bond existing and new materials. Mix with first fill layer.

D. Spread fill material evenly, from dumped piles or windrows, into horizontal layers approximately parallel to finished grade. Place to meet specified compacted thickness. Break clods and lumps and mix materials by blading, harrowing, disking or other approved method. Extend each layer across full width of fill.

E. Each layer shall be homogenous and contain uniform moisture content before compaction. Mix dissimilar abutting materials to prevent abrupt changes in composition of fill.

F. Layers shall not exceed the following compacted thickness:

1. Areas indicated to be under future paving or shoulders, to be constructed within 6 months: 6 inches when compacted with pneumatic rollers, or 8 inches when compacted with other rollers.

2. Other areas: 12 inches

G. For steep slopes, cut benches into slope and scarify before placing fill. Place increasingly wider horizontal layers of specified depth to level of each bench.

H. Build embankment layers on back slopes, adjacent to existing roadbeds, to level of old roadbed. Scarify top of old roadbed to minimum depth of 4 inches and recompact with next fill layer.

I. Construct to lines and grades shown on Drawings.

J. Remove unsuitable material and excess soil not being used for embankment from site in accordance with requirements of Section 01576 – Waste Material Disposal.

K. Maintain moisture content of embankment materials to attain required density.

L. Compact to following minimum densities at moisture content of optimum to 3 percent above optimum as determined by ASTM D 698, unless otherwise indicated on Drawings:

1. Areas under future paving and shoulders: Minimum density of 95 percent of maximum dry density.

2. Other areas: Minimum density of 90 percent of maximum dry density.

3.05 TOLERANCES

A. Top of Compacted Surface: Plus or minus 1/2 inch in cross section or 16 foot length.

3.06 FIELD QUALITY CONTROL

A. Compaction testing will be performed in accordance with ASTM D 698 or ASTM D 2922 and ASTM D 3017 under provisions of Section 01454 - Testing Laboratory Services.

B. A minimum of three tests will be taken for each 1000 linear feet per lane of roadway or 500 square yards of embankment per lift.

C. If tests indicate work does not meet specified compaction requirements, recondition, recompact, and retest at no additional cost to the Owner.

END OF SECTION

SECTION 02580
PAVEMENT MARKING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Pavement striping and handicap symbols.
2. Primer adhesive.

1.2 SUBMITTALS

A. Product Data: Submit manufacturer's product literature and installations instructions including guidelines and templates as required.

B. Samples: Submit test samples when requested.

1.3 QUALITY ASSURANCE

A. Regulatory Requirements: Handicap parking space marking shall comply with state of Texas and city requirements.

1.4 PROJECT CONDITIONS

A. Apply marking when surfaces are thoroughly dry and when air temperature is above 40 degrees F.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturers:

1. Sherwin-Williams.
2. Pratt & Lambert.

2.2 MATERIALS

A. Latex Paint:

1. Colors: White, yellow, red, and blue as required.

2. Acceptable products - Sherwin-Williams:
   a. White or Yellow: Set Fast Latex Traffic Marking Paint or Acrylic Water Borne Traffic Marking Paint.
   b. Red or Blue: Metalatex Semi-Gloss Coatings.

3. Acceptable Products - Devoe:
   a. White or Yellow: #416XX Traffic-Line Water Based Traffic Marking Paint.
   b. Red or Blue: #83XX Mirrolac W.B.

B. Paint Primer: As recommended by paint manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Ensure new concrete and asphaltic concrete paving has cured for 30 days minimum prior to application of pavement marking.

3.2 PREPARATION

A. Clean surface of scale, dirt, mud, sand gravel, oil, grease and other foreign material.

B. On portland cement concrete, apply primer for striping as recommended by paint manufacturer to act as barrier coat with curing compound.

C. Layout lines and symbols in advance of making application. Space control points at intervals to ensure accurate location of markings.

3.3 PAINT STRIPING APPLICATION

A. Lay out markings using guide line, templates and forms as required. Use white or yellow, match existing paint to distinguish parking spaces. Use red paint for fire lanes.

B. Apply 4" wide stripes at manufacturer's recommended rate.

C. Stencil "FIRE LANE - NO PARKING" in 4" high white block letters on red background 6" high and of appropriate length for lettering background at intervals not closer than 25 ft. and not farther apart than 50 ft. on curbs and pavement throughout length of fire lane.

E. Place suitable warning signs near work site to alert approaching traffic from all directions to prevent damage to newly painted surfaces.

3.4 PROTECTION

A. Protect pavement markings in accordance with manufacturer's instructions.

END OF SECTION

Section 02738

HYDRATED LIME AND LIME SLURRY

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. This item establishes the requirements for hydrated lime and commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed materials or mixtures for stabilization of subgrade, subbase and base construction.

B. This specification is applicable for projects or work involving either inch-pound or SI units. Within the text and accompanying tables, the inch-pound units are given preference followed by SI units shown within parentheses.

1.02 MEASUREMENT AND PAYMENT

A. Lime will be measured and paid for in accordance with the governing specifications for the items of construction in which lime is used (e.g. Standard Specification 02739 " LIME TREATMENT"), except that lime treatment for small applications required to stabilize a problem area shall be paid per pound (kilograms: 1 kilogram equals 2.205 pounds) applied. The unit bid price for small applications shall include full compensation for all spreading, mixing and shaping required to stabilize the surface and for any other materials, manipulation, labor, tools, equipment and incidentals necessary to complete the work.

B. Payment will be made under the following:

Small Area Application of Hydrated Lime, Type A	Per Pound.
Small Area Application of Lime Slurry, Type B	Per Pound.
Small Area Application of QuickLime, Type C	Per Pound.

1.03 SUBMITTALS

The submittal requirements of this specification item may include:

A. A plan identifying type, grade, chemical and physical composition of proposed lime application, and

B. A plan for sampling and testing of lime slurry.

1.04 REFERENCES

02739 Lime Treatment

Texas Department of Transportation: Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges

Designation	Description
Item No. 264	Lime and Lime Slurry

Texas Department of Transportation: Manual of Testing Procedures

Designation	Description
Tex-112-E	Methods of Admixing Lime to Reduce Plasticity Index of Soils
Tex-121-E	Soil Lime Testing
Tex-600-J	Sampling and Testing of Hydrated Lime, Quicklime and Commercial Lime Slurry

Texas Department of Transportation: Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges

Designation	Description
Item No. 100	Preparing Right of Way
Item No. 110	Excavation
Item No. 112	Subgrade Widening
Item No. 132	Embankment
Item No. 150	Blading
Item No. 158	Specialized Excavation Work
Item No. 204	Sprinkling
Item No. 210	Rolling (Flat Wheel)
Item No. 211	Rolling (Tamping)
Item No. 213	Rolling (Pneumatic Tire)

Texas Department of Transportation: Manual of Testing Procedures

Designation	Description
Tex-103-E	Determination of Moisture Content of Soil Materials
Tex-104-E	Determination of Liquid Limit of Soils
Tex-105-E	Determination of Plastic limit of Soils
Tex-106-E	Method of Calculating the Plasticity Index of Soils
Tex-114-E	Laboratory Compaction Characteristics & Moisture Density Relationship of Subgrade and Soil
Tex-115-E	Field Method for Determination of In-Place Density of Soils & Base Materials

PART 2 PRODUCTS

2.01 MATERIALS

The various types and grades are defined and identified as follows:

A. Type A (Hydrated Lime)

Type A Hydrated Lime shall consist of a dry powder obtained by treating quicklime with enough water to satisfy its chemical affinity for water under the conditions of its hydration. This material shall consist essentially of calcium hydroxide or a mixture of calcium hydroxide and a small allowable percentage of calcium oxide, magnesium oxide and magnesium hydroxide.

When sampled and tested according to prescribed TxDOT Standard Specification Item No. 264, hydrated lime shall conform to the following requirements as to chemical and physical composition:

Chemical Composition Requirements

Total "active" lime content, percent by weight (mass) {i.e., % by weight (mass) [$Ca(OH)_2$] + % by weight (mass) [CaO]}	Minimum 90.0 %
Note: No more than 5 % by weight (mass) calcium oxide (unhydrated lime) will be allowed in determining the total 'active' lime content.	
Unhydrated lime content, % by weight (mass), CaO	Maximum 5.0 %
"Free water" content, % by weight (mass), H_2O	Maximum 5.0 %

The percent by weight (mass) of residue retained, wet sieve, shall conform to the following requirements:

Wet Sieve Requirements

Residue retained on No. 6 (3.35 mm) sieve	Maximum. 0.2 %
Residue retained on No. 30 (600 □m) sieve	4.0 %

Specifications for Type A applies specifically to the normal hydrate of lime made from "high-calcium" type limestone. Hydrated Lime for stabilization purposes shall be applied as a dry powder or mixed to form a slurry before application as indicated on the Drawings. The slurry shall be free of liquid other than water.

B. Type B (Commercial Lime Slurry)

Type B Lime Slurry shall be a pumpable suspension of solids in water. The slurry shall be furnished at or above the minimum "Dry Solids" content as approved by the Engineer or designated representative and must be of a consistency that can be handled and uniformly applied without difficulty. The water of the liquid portion of the slurry shall not contain dissolved material in sufficient quantity and/or nature to make it injurious or objectionable for the purpose intended. The solids portion of the mixture, when considered on the basis of "solids content", shall consist principally of hydrated lime of a quality and fineness sufficient to meet the requirements as to chemical composition and residue identified below.

When sampled and tested according to prescribed TxDOT Standard Specification Item No. 264, hydrated lime shall conform to the following requirements as to chemical and physical composition:

1. Chemical Composition. The "solids content" of lime slurry shall have a hydrate alkalinity Ca(OH)2 of not less than 87 percent by weight (mass).

2. Residue (Wet Sieve)

The percent by weight (mass) of residue retained in the "solids content" of lime slurry shall conform to the following requirements:

Residue retained on No. 6 (3.35 mm) sieve	Maximum 0.2 %
Residue retained on No. 30 (600 □m) sieve	Maximum 4.0 %.

C. Type C: Quicklime Pellets

Quicklime pellets shall conform to TxDOT Grade DS (TxDOT Specification Item 264) and are only allowable when indicated on the Drawings or when approved by the Engineer or designated representative. Quicklime pellets shall be of a gradation suitable for either "Dry Placing" or for preparation of a slurry for "Wet Placing".

When sampled and tested according to prescribed TxDOT Standard Specification Item No. 264, the quicklime lime shall conform to the following requirements as to chemical and physical composition:

1. Chemical Composition. The "solids content" of lime slurry shall have a hydrate alkalinity CaO of not less than 87 percent by weight (mass).

2. Residue (Wet and Dry Sieve)

The percent by weight (mass) retained in the "solids content" of quicklime shall conform to the following requirements:

Wet Sieve Requirements

Residue retained on No. 6 (3.35 mm) sieve	Maximum 8.0 %

Dry Sieve Requirements

Retained on 1 inch (25 mm) sieve	0.0 %
Retained on 3/4 inch (19 mm) sieve	Maximum of 10.0 %
Retained on No. 100 (150 □m) sieve	Minimum of 80.0 %

D. Water

Water shall be clean and free of industrial wastes and other objectionable substances harmful to the lime and the environment.

2.02 SAMPLING AND TESTING

The sampling and testing of lime slurry shall be conducted in accordance with TxDOT Test Methods: Tex-112-E, Tex-121-E and Tex-600-J.

END OF SECTION

Section 2739

LIME TREATMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This item shall govern the preparation and treatment of the subgrade, existing subbase or existing base by pulverizing the existing materials; furnishing and applying lime; mixing; mellowing for a minimum of 12 hours and compacting the mixed material to the required depth and density. This item applies to treatment of natural ground, embankment or existing pavement structure and shall be constructed as specified herein and in conformity with the typical sections, lines and grades on the drawings or as directed by the Engineer or designated representative. If the type of lime to be placed is not indicated on the drawings, the Contractor shall use Type B, Commercial Lime Slurry or Type C quick lime pebbles for all applications on areas larger than 100 square feet (10 square meters).

This specification is applicable for projects or work involving either inch-pound or SI units. Within the text inch-pound units are given preference followed by SI units shown within parentheses.

1.02 SUBMITTALS

The submittal requirements of this specification item may include:

A. Mix design information (Transportation Criteria Manual Section 3.2.1.A, "Lime Stabilization"),

B. Type of lime and rate of lime application, and

C. Equipment proposed for use in proof rolling, pulverizing, mixing, placement and compaction operations.

1.02 MEASUREMENT AND PAYMENT

A. Lime-conditioning of the type, grade and rate of application on the subgrade, existing subbase and existing base shall be measured by the square yard (square meter: 1 square yard equals 0.836 square meters) to neat lines as shown on the typical sections.

B. Reworking a section to provide the proper compaction shall be measured by the square yard (square meter: 1 square yard equals 0.836 square meters).

C. Work performed and materials furnished as prescribed by this item and measured as provided under "Measurement" will be paid for as follows:

1. "Lime Treated Subgrade," "Lime Treated Existing Subbase" and "Lime Treated Existing Base" will be paid for at the unit bid price per square yard.

2. The unit bid prices shall include full compensation for: preparing the roadbed; furnishing all materials; all freight involved; public scales weighing charges or furnishing scales and labor involved in weighing the material; loosening, mixing, pulverizing, spreading, drying, furnishing and application of lime, sprinkling, rolling, shaping, proof rolling, maintenance and all manipulations, reworking, labor, equipment, fuels, tools and incidentals necessary to complete the work.

3. Reworking a section shall include full compensation for: loosening lime treated layer, furnishing and application of additional lime, road mixing, sprinkling, rolling, shaping, proof rolling, maintenance and all manipulations, labor, equipment, fuels, tools and incidentals necessary to complete reworking.

4. Payment will be made under one of the following:

Lime Treated Subgrade, (8in. Thick)	Per Square Yard.
Lime Treated Existing Subbase, (8in. Thick)	Per Square Yard.
Lime Treated Existing Base, (8 in. Thick)	Per Square Yard.

1.03 REFERENCES

Designation	Description
02738	Hydrated Lime and Lime Slurry
01572	Source Controls for Erosion and Sedimentation
02041	Rolling
02741	Asphalt Concrete Pavement

Texas Department of Transportation: Manual of Testing Procedures

Designation	Description
Tex-101-E, Part III	Preparation of Soil and Flexible Base Materials for Testing
Tex-106-E	Methods of Calculating the Plasticity Index of Soils
Tex-114-E	Laboratory Compaction Characteristics & Moisture Density Relationship of Subgrade & Embankment Soil
Tex-115-E	Field Method for Determination of In-Place Density of Soils & Base Materials
Tex-121-E, Part II	Soil Lime Testing
Tex-140-E	Measuring Thickness of Pavement Layer
Tex-600-J	Sampling and Testing of Hydrated Lime, Quicklime and Commercial Lime Slurry

RELATED CROSS REFERENCE MATERIALS

Texas Department of Transportation: Manual of Testing Procedures

Designation	Description
Tex-103-E	Determination of Moisture Content in Soil Materials
Tex-104-E	Determination of Liquid Limit of Soils
Tex-105-E	Determination of Plastic Limit of Soils

PART 2 PRODUCT

2.01 MATERIALS

A. Lime.

1. The lime shall meet the requirements of SECTION 02738 "Hydrated Lime and Lime Slurry" for the type of lime specified in the drawings or as directed by the Engineer or designated representative.

2. When Type B, Commercial Lime Slurry, is specified, the Contractor shall select the "Dry Solids" content to be used in the slurry prior to construction and shall notify the Engineer in writing 5 working days before changing the "Dry Solids" content.

3. When dry placement of Type C quicklime pebbles are indicated on the Drawings or approved by the Engineer or designated representative, the pebbles shall conform to TxDOT Grade DS (TxDOT Specification Item 264) and shall have a gradation suitable for dry placement.

4. If lime is furnished in bags, each bag shall bear the manufacturer's certified weight (mass). Bags varying more than 5 percent from that weight (mass) may be rejected and the average weight (mass) of bags in any shipment, as shown by weighing 10 bags selected at random, shall not be less than the manufacturer's certified weight (mass).

B. Water

The water shall meet the material requirements of applicable specification in this project manual.

C. Asphalt

The asphalt shall conform to the requirements of 02741 Asphalt Concrete Pavement

PART 3 EXECUTION

3.01 EQUIPMENT

A. The pulverizing, mixing and proof rolling machinery, tools and equipment, which are necessary for the proper execution of the work, shall be approved by the Engineer or designated representative. The equipment shall be located on the project site prior to the initiation of construction operations.

B. During the conduct of the Work all in-use machinery, tools and equipment shall be maintained in a satisfactory and workmanlike manner.

C. Hydrated lime shall be stored and handled in closed, weatherproof containers up to the time that mixing is initiated to form a slurry for distribution on the areas to be treated. If storage bins are used, they shall be completely enclosed. Hydrated lime in bags shall be stored in weatherproof buildings with adequate protection from ground dampness.

D. If lime is furnished in trucks, each truck shall have the weight (mass) of lime certified on public scales or the Contractor shall place a set of standard platform truck scales or hopper scales at a location approved by the Engineer or designated representative.

3.01 CONSTRUCTION METHODS

A. General

a. Prior to commencement of the work, all required erosion control and tree protection measures shall be in place and the utilities located and protected as specified in the City of Austin Standard Contract Document Section 00700, "General Conditions". Construction equipment shall not be operated within the drip line of trees unless otherwise indicated on the drawings or directed by the Engineer or designated representative. Construction materials shall not be stockpiled under the canopies of trees. Excavation or embankment materials shall not be placed within the drip line of trees until appropriate tree wells are constructed.

b. The placement of lime shall not be allowed to adversely impact vegetation, drainageways or waterways, storm water inlets or overflow channels. Structures shall be screened, blocked or protected to prevent lime from entering any structure or waterway.

c. It is the primary requirement of this specification to secure a completed course of treated material, which contains a uniform lime mixture at the rate specified on the drawings or directed by the Engineer or designated representative, is free from loose or segregated areas, exhibits uniform density and moisture content, is well bound for its full depth and displays a smooth surface suitable for placement of subsequent courses. It shall be the responsibility of the Contractor to: regulate the sequence of his work, use the proper amount of lime, maintain the work and rework the courses as necessary to meet the above requirements.

B. Preparation of Subgrade or Existing Base.

a. Unless indicated otherwise on the drawings or directed otherwise by the Engineer or designated representative, the Contractor shall proof roll the roadbed/subgrade in accordance with Standard Specification Item No. 236S, "Rolling (Proof)" prior to pulverization or scarification of the existing material and/or subgrade. Any unstable or spongy subgrade areas identified by proof rolling shall be corrected either by additional re-working, drying and compaction, or by removal and replacement of unsuitable materials. When specifically directed by the Engineer or designated representative, the Contractor shall re-work the subgrade in accordance with Section 201S.3, "Construction Methods" of Standard Specification Item No. 201S, "Subgrade Preparation."

b. Prior to treatment of existing material and/or subgrade the layer to be treated shall be constructed shaped to conform to the typical sections, lines and grades as indicated on the Drawings or as established by the Engineer or designated representative. This work shall be done in accordance with the provisions of applicable bid items. When shown on the Drawings, any existing asphaltic concrete pavement shall be removed and the work will be paid for in accordance with the applicable bid items.

c. When the Contractor elects to use a cutting and pulverizing machine that will process the material to the specified depth, the Contractor will not be required to excavate to the secondary grade or windrow the material. This method will be permitted only if a machine is provided, which will insure that the material is cut uniformly to the proper depth and which has cutters that will plane the secondary grade to a uniform surface over the entire width of the cut. The machine shall provide a visible indication of the depth of cut at all times.

d. The material, either before or after lime is applied, shall be excavated to the secondary grade (i.e. proposed depth of lime treatment) and removed or windrowed to expose the secondary grade. The secondary grade shall be blue topped at the edge, 1/4 points and along the centerline at not more than 50-foot (15.25 meters) centers. Any wet or unstable materials, located below the secondary grade, shall be corrected, as directed by the Engineer or designated representative, by removing the unstable material or by scarifying, adding lime and compacting until uniform stability is attained.

e. The Contractor shall instruct their crews in the proper handling of lime to ensure that the workers and the public are adequately protected during lime handling and application operations.

C. Premixing Surface

a. When any material is uncovered during the premixing operation that exhibits properties different from the anticipated material, the Engineer or designated representative shall secure a sample of the material for appropriate testing to establish a suitable rate of lime application for the material.

D. Lime Application

a. The percentage of lime to be added by weight (mass) in pounds per square yard (kilograms per square meter) shall be as directed in this document or in accordance with the Lime mix design indicated on the Drawings and may be varied by the Engineer or designated representative if conditions warrant.

b. Unless otherwise approved by the Engineer or designated representative, the lime operation shall not be started when the air temperature is below 41oF (5oC) and falling, but may be started when the air temperature is above 35oF (2oC) and rising. The temperature will be taken in the shade and away from artificial heat.

c. Lime shall not be placed when weather conditions in the opinion of the Engineer or designated representative are unsuitable.

d. Lime shall only be applied to those areas that can be properly processed during the same working day.

e. The application and mixing of lime with the existing material shall be accomplished by the methods hereinafter described as "Dry Placement" or "Slurry Placement." Dry placement will only be permitted for small isolated areas as indicated on the drawings or as directed by the Engineer or designated representative. The minimum rate of lime solids application shall be seven (7) percent by weight (mass), unless indicated otherwise on the Drawings or as directed by the Engineer or designated representative.

f. Any lime exposed to the air for more than six (6) hours and any lime lost or damaged before application due to rain, wind or other cause will be rejected and replaced by the Contractor at its own expense.

1. Dry Placement

a. The lime shall be spread by a spreader approved by the Engineer or designated representative or by bag distribution at the rates shown on the Drawings or as directed by the Engineer or designated representative.

b. The lime shall be distributed at a uniform rate and in such manner as to reduce the scattering of lime by wind. Lime shall not be applied when the wind conditions, in the opinion of the Engineer or designated representative, are such that blowing lime becomes objectionable to adjacent property owners or dangerous to traffic. A motor grader will not be used to spread

Type A Hydrated lime but may be used to spread Type C Quicklime Grade "DS" pebbles.

c. The material shall be sprinkled, as approved by the Engineer or designated representative, until the proper moisture content has been secured.

2. Slurry Placement

a. The lime shall be mixed with water in a mixer or trucks with approved distributors to form a slurry with a solids content approved by the Engineer or designated representative. Application of the slurry shall be attained by successive passes over a measured section of roadway until the proper moisture and lime content has been secured. The distributor truck shall be equipped with an agitator, which will keep the lime and water in a uniform mixture.

E. Mixing

a. The mixing procedure shall be the same for "Dry Placement" or "Slurry Placement" as herein described.

b. During the interval of time between application and mixing, hydrated lime that has been exposed to the open air for a period of 6 hours or more or to excessive loss due to washing or blowing will not be accepted and the area shall be retreated.

c. In addition to the above, when Type C Quicklime, Grade "DS", is used under "Dry Placing", the material and lime shall be mixed as thoroughly as possible at the time of the lime application. Sufficient moisture shall be added during the mixing to hydrate the quicklime. After mixing, and prior to compaction, the mixture of material, quicklime and water, shall be moist cured for two (2) to seven (7) days, as approved by the Engineer or designated representative. After curing, mixing shall continue until the material and lime are thoroughly blended to the satisfaction of the Engineer or designated representative.

d. The material and lime shall be thoroughly mixed by road pulverizer equipment approved by the Engineer or designated representative. The material and lime shall be brought to the proper moisture content and the mixing shall be continued until a homogeneous, friable mixture of material and lime is obtained. The lime-material mixture shall be free from all clods or lumps so that, when all nonslaking aggregates retained on the #4 (4.75 mm) sieve are removed, the remainder of the material shall meet the following pulverization requirements, when tested in accordance with TxDOT Test Method Tex-101-E, Part III:

	Percent
Minimum Passing the 1 3/4 inch (45 mm) Sieve	100
Minimum Passing the 3/4 inch (19 mm) Sieve	85
Minimum Passing the No. 4 (4.75 mm) Sieve	60

When the lime-material mixture satisfies the requirements above, the mixture shall be allowed to "mellow" for a minimum of 12 hours prior to the initiation of compaction.

F. Compaction

a. Prior to initiation of compaction, the material shall be aerated or sprinkled as necessary to provide the optimum moisture. The lime-conditioned materials shall then be shaped and uniformly compacted to the sections; lines and grades indicated on the drawings or as directed by the Engineer or designated representative. Compaction shall continue until the entire depth of mixture is uniformly compacted as shown on the Drawings, as specified herein, or as directed by the Engineer or designated representative.

b. When shown on the Drawings or approved by the Engineer or designated representative, multiple lifts will be permitted; however the 12-hour "mellowing" procedure is required for each lift. Individual lift thickness should not exceed 8 inches (200 mm).

c. The course shall be sprinkled as required and compacted to the extent necessary to provide the density specified below:

Description	Density, Percent
For lime-conditioned subgrade, existing subbase or existing base that will receive subsequent subbase or base courses.	Not less than 95% of 'optimum density' or as otherwise indicated on the drawings.
For lime-conditioned existing base that will receive surface courses	Not less than 98% of 'optimum density' or as otherwise indicated on the drawings.

d. Testing for the 'optimum density' used for compaction control shall conform to TxDOT Test Method Tex-113-E. In addition to the requirements specified for density, the full depth of the material indicated shall be compacted to the extent necessary to remain firm and stable under construction equipment. After each section is completed and proof rolled in accordance with Specification Section No. 236S, in place compaction tests will be conducted, as necessary, by the Engineer or designated representative in accordance with TxDOT Test Method, Tex 115-E. If the material fails to meet the density requirements, it shall be reworked as necessary to meet these requirements. Throughout the entire operation the shape of the course shall be maintained by blading and the surface upon completion shall be smooth and in conformity with the typical sections, lines and grades as shown on the Drawings or as established by the Engineer or designated representative.

e. If the lime-conditioned material, due to any reason or cause, loses the required stability, density and finish before the next course is placed, it shall be re-compacted and refinished at the sole expense of the Contractor.

G. Reworking a Section

a. When a section is reworked within 72 hours after completion of compaction, the Contractor shall rework the section to provide the required compaction. When a section is reworked more than 72 hours after completion of compaction, the Contractor shall add 25 percent of the original specified rate of lime application during the reworking operation.

b. Reworking shall include loosening, road mixing as approved by the Engineer or designated representative, compacting and finishing. When a section is reworked, a new optimum density will be determined from the reworked material in accordance with TxDOT Test Method Tex-113-E.

3.02 FINISHING, CURING AND PREPARATION FOR SURFACING

A. After the final layer or course of the lime conditioned subgrade, subbase or base has been compacted, it shall be brought to the required lines and grades in accordance with the typical sections indicated on the drawings. The completed section shall then be "finished off" by rolling with a pneumatic tire or other suitable roller, approved by the Engineer or designated representative, that is sufficiently light in loading to prevent hair cracking.

B. The Contractor shall set blue tops at edges, 1/4 point, and along the centerline at not more than 50 foot (15.25 meter) spacing. The completed section shall be maintained in a moist cured condition for a minimum of 3 days either by maintenance of moist conditions by water sprinkling or by the prevention of moisture loss due to drying by the addition of an asphalt prime coat as indicated on the drawings or as directed by the Engineer or designated representative at the rate of 0.05 to 0.20 gallons per square yard (0.2 to 0.9 liters per square meter) before further courses are added or any through traffic is permitted, unless otherwise directed by the Engineer or designated representative. Curing shall continue for a minimum of seven (7) days before further courses are added or traffic is permitted access, unless a shorter curing period is approved by the Engineer or designated representative.

C. If the drawings require the lime-conditioned material to be sealed or covered by other courses of material, the seal or other course shall be applied within 14 days after final mixing is completed, unless otherwise directed by the Engineer or designated representative. If the 14 day limit cannot be achieved because of insufficient strength gain or other problem with the lime-treated layer, the Contractor shall rework the section in accordance with Section 203S.5(G) above.

3.03 SAMPLING AND TESTING

A. The lime-conditioned mixture shall be tested daily at the Project site for conformance to specification requirements. The Engineer or designated representative shall determine sample locations based on the Contractor's anticipated production. Each day's anticipated production shall be sectioned into three (3) equal, single-pass, sub-area lots. Each day's sample locations shall be equally distributed over the three (3) sub-areas. Also, no more than one location of the three (3) sub-areas is to be located in an irregular shaped area such as a cul-de-sac.

B. When, in the opinion of the Engineer or designated representative, test results appear unrepresentative, additional testing may be authorized. Retesting due to failures or to resolve unrepresentative results will be at the expense of the Contractor and the results of the retesting shall be averaged with the results of the original testing. If the results of retesting indicate that the original testing was erroneous, the original test results will be discarded.

C. The Engineer will obtain samples of completed work to conduct the following tests:

Testing Requirement TxDOT Test Procedure

Optimum Moisture Density	Test Method Tex-113E
In-Place Density of Lime Conditioning	Test Method Tex 115-E
Thickness of Lime Conditioning	Test Method Tex-140-E & Tex-600-J
PI Reduction	Test Method Tex-106-E

The contractor shall repair areas disturbed while obtaining samples.

3.04 TOLERANCES

A. In-Place Density

a. The Work may be accepted provided no more than one (1) out of the most recent five (5) density tests performed is below the specified density, provided that the failing test is not more than 3 pounds per cubic foot (50 kilograms per cubic meter) below the specified density.

B. Dimensional

a. Areas of lime conditioning which do not meet the tolerances specified below will be delineated and shall be corrected to drawing dimensions by scarifying, remanipulating and recompacting the deficient areas at the Contractor's sole expense.

1. Thickness Requirements:

Under thickness shall not exceed ¾ inch (19 mm). Overthickness will be waived at no additional cost to the City.

2. Widths Requirements:

Roadway under width shall not exceed 6 inches (150 mm). Shoulder underwidth shall not exceed 3 inches (75 mm). If lime conditioning for both roadway and shoulder is constructed at the same time, the 6-inch (150-mm) underwidth tolerance shall apply. Overwidth will be waived at no additional cost to the City.

END OF SECTION

Section 02741

ASPHALTIC CONCRETE PAVEMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Surface courses of compacted mixture of coarse and fine aggregates and asphaltic material.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. Payment for asphaltic concrete pavement is on square yard basis. Separate pay items reused for each different required thickness of pavement.

2. Payment for asphaltic concrete pavement includes payment for associated work performed in accordance with Section 02743 - Tack Coat.

3. Payment for asphaltic concrete in miscellaneous areas is on a square yard basis. Miscellaneous areas include tie-in to existing driveways.

4. No separate payment will be made under this section for asphaltic concrete provided for Section 02951-Pavement Replacement for Utility Construction

5. Refer to Section 01270 - Measurement and Payment for unit price procedures.

6. Refer to Paragraph 3.08 for unit price adjustments.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. ASTM C 33 - Standard Specification for Concrete Aggregates.

B. ASTM C 131 - Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.

C. ASTM C 136 - Standard Method for Sieve Analysis of Fine and Coarse Aggregates.

D. TxDOT Tex-126-E - Molding, Testing, and Evaluation of Bituminous Black Base Material.

E. TxDOT Tex-106-E - Method of Calculating the Plasticity Index of Soils.

F. TxDOT Tex-203-F - Sand Equivalent Test.

G. TxDOT Tex-204-F - Design of Bituminous Mixtures.

H. TxDOT Tex-207-F - Determination of Density of Compacted Bituminous Mixtures.

I. TxDOT Tex-208-F - Test for Stabilometer Value of Bituminous Mixtures.

J. TxDOT Tex-217-F - Determination of Deleterious Material and Decantation Test for Coarse Aggregates.

K. TxDOT Tex-227-F - Theoretical Maximum Specific Gravity of Bituminous Mixtures

1.04 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittal Procedures.

B. Submit certificates that asphaltic materials and aggregates meet requirements of Article 2.01, Materials, of this Section.

C. Submit proposed design mix and test data for each type and strength of surface course in Work.

D. Submit manufacturer's description and characteristics of mixing plant for approval.

D. Submit manufacturer's description and characteristics of spreading and finishing machine for approval.

PART 2 P R O D U C T S

2.01 MATERIALS

A. Coarse Aggregate: Gravel or crushed stone, or combination thereof, that is retained on No. 10 sieve, uniform in quality throughout and free from dirt, organic or other injurious matter occurring either free or as coating on aggregate. Aggregate shall conform to ASTM C 33 except for gradation. Furnish rock or gravel with Los Angeles abrasion loss not to exceed 40 percent by weight when tested in accordance with ASTM C 131.

B. Fine Aggregate: Sand or stone screenings or combination of both passing No. 10 sieve. Aggregate shall conform to ASTM C 33 except for gradation. Use sand composed of sound, durable stone particles free from loams or other injurious foreign matter. Furnish screenings of same or similar material as specified for coarse aggregate. Plasticity index of that part of fine aggregate passing No. 40 sieve shall be not more than 6 when tested by Tex-106-E. Sand equivalent shall have a minimum value of 45 when tested by Tex-203-F.

C. Composite Aggregate: Conform to following limits when graded in accordance with ASTM C 136.

GRADUATION OF COMPOSITE AGGREGATE	
Sieve Size	**Percent Passing**
1/2"	100
3/8"	85 to 100
#4	50 to 70
#10	32 to 42
#40	11 to 26
#80	4 to 14
#200	1 to 6*

*2 to 8 when Test Method Tex – 200 - F, Part II (Washed Sieve Analysis) is used

D. Asphaltic Material: Moisture-free homogeneous material which will not foam when heated to 347 degrees F, meeting following requirements:

VISCOSITY GRADE				
	AC-10		AC-20	
TEST	Min.	Max.	Min.	Max.
Viscosity, 140° F stokes	1000	± 200	2000	± 400
Viscosity, 275° F stokes	1.9	-	2.5	-
Penetration, 77° F, 100g, 5 sec.	85	-	55	-
Flash Point, C.O.C., F.	450	-	450	-
Solubility in trichloroethylene, percent	99.0	-	99.0	-
Tests on residues from thin film oven tests:				
Viscosity, 140° F stokes		3000	-	6000
Ductility, 77° F, 5 cms per min., cms	100	-	70	-
Spot tests	Negative for all grades			

1. Material shall not be cracked.

2.02 EQUIPMENT

A. Mixing Plant: Weight-batching or drum mix plant with capacity for producing Continuously mixtures meeting specifications. Plant shall have satisfactory conveyors, power units, aggregate handling equipment, hot aggregate screens and bins, and dust collectors. Provide equipment to supply materials adequately in accordance with rated capacity of plant and produce finished material within specified tolerances. Following equipment is essential:

1. Cold aggregate bins and proportioning device.
2. Dryer.
3. Screens.
4. Aggregate weight box and batching scales.
5. Mixer.
6. Asphalt storage and heating devices.
7. Asphalt measuring devices.
8. Truck scales.

B. Bins: Separate aggregate into minimum of four bins to produce consistently uniform grading and asphalt content in completed mix.

2.03 MIXES

A. Employ a certified testing laboratory to prepare design mixes. Test in accordance with Tex-126-E or Tex-204-F and Tex-208-F.

B. Density and Stability Requirements:

Percent Density Min.	Max.	Percent Optimum	HVEEM Stability Percent Not Less Than
94.5	97.5	96	35

C. Proportions for Asphaltic Material: Provide 4 to 8 percent of mixture by weight. Aggregate by weight shall not contain more than 1.0 percent by weight of fine dust, clay-like particles, or silt when tested in accordance with Tex-217-F, Part II.

PART 3 E X E C U T I O N

3.01 EXAMINATION

A. Verify compacted base course is ready to support imposed loads.

B. Verify lines and grades are correct.

3.02 PREPARATION

A. Prime Coat: If indicated on the Drawings, apply a prime coat conforming to requirements of Section 02742 - Prime Coat. Do not apply a tack coat until primed base has cured to satisfaction of Resident Project Representative.

B. Tack Coat: Conform to requirements of Section 02743 - Tack Coat.

C. Prepare subgrade in advance of asphaltic concrete paving operation.

D. Do not use cutback asphalt during the period of April 16 to September 15.

3.03 PLACEMENT

A. Do not place asphaltic mixture when air temperature is below 50 degrees F and falling. Mixture may be placed when air temperature taken in shade and away from artificial heat is above 40 degrees F and rising.

B. Haul prepared and heated asphaltic concrete mixture to the project in tight vehicles previously cleaned of foreign material. Mixture shall be at temperature between 250 degrees F and 325 degrees F when laid.

C. Spread material into place with approved mechanical spreading and finishing machine of screening or tamping type.

D. Surface Course Material: Surface course 2 inches or less in thickness may be spread in one lift. Spread lifts in such manner that, when compacted, finished course will be smooth, of uniform density, and will be to section, line and grade as shown. Place construction joints on surface courses to coincide with lane lines or as directed by Resident Project Representative.

E. Place courses as nearly continuously as possible. Pass roller over unprotected ends of

Freshly laid mixture only when mixture has cooled. When work is resumed, cut back laid material to produce slightly beveled edge for full thickness of course. Remove old material which has been cut away and lay new mix against fresh cut.

F. When new asphalt is laid against existing or old asphalt, existing or old asphalt shall be saw cut full depth to provide straight smooth joint.

G. In restricted areas where use of paver is impractical, spread and finish asphalt by Mechanical compactor. Use wood or steel forms, rigidly supported to assure correct grade and cross section. Carefully place materials to avoid segregation of mix. Do not broadcast material. Remove any lumps that do not break down readily. Place asphalt courses in same sequence as if placed by machine.

3.04 COMPACTION

A. Begin rolling while pavement is still hot and as soon as it will bear roller without undue displacement or hair cracking. Keep wheels properly moistened with water to prevent adhesion of surface mixture. Do not use excessive water.

B. Compress surface thoroughly and uniformly, first with power-driven, 3-wheel, or tandem rollers weighing from 8 to 10 tons. Obtain subsequent compression by starting at side and rolling longitudinally toward center of pavement, overlapping on successive trips by at least one-half width of rear wheels. Make alternate trips slightly different in length. Continue rolling until no further compression can be obtained and rolling marks are eliminated. Complete rolling before mixture temperature drops below 175 degrees F.

C. Use tandem roller for final rolling. Double coverage with approved pneumatic roller on asphaltic concrete surface is acceptable after flat wheel and tandem rolling has been completed.

D. Along walls, curbs, headers and similar structures, and in locations not accessible to rollers, compact mixture thoroughly with lightly oiled tamps.

E. Compact binder course and surface course to density not less than 94 percent nor more than 98 percent of the maximum possible density of voidless mixture composed of same materials in like proportions.

3.05 TOLERANCES

A. Furnish templates for checking surface in finished sections. Maximum deflection of templates, when supported at center, shall not exceed 1/8 inch.

B. Completed surface, when tested with 10-foot straightedge laid parallel to center line of pavement, shall show no deviation in excess of 1/8 inch in 10 feet. Correct any surface not meeting this requirement.

3.06 FIELD QUALITY CONTROL

A. Testing will be performed under provisions of Section 01454 - Testing Laboratory Services.

B. Minimum of one core will be taken at random locations per 1000 feet per lane of roadway or 500 square yards of base to determine in-place depth and density.

C. In-place density will be determined in accordance with Tex-207-F and Tex-227-F from cores or sections. Other methods of determining in-place density, which correlate satisfactorily with results obtained from roadway specimens, may be used when approved by Engineer.

D. Contractor may, at his own expense, request three additional cores in vicinity of cores indicating nonconforming in-place depths. In-place depth at these locations shall be average depth of four cores.

E. Fill cores and density test sections with new compacted asphaltic concrete.

3.07 NONCONFORMING PAVEMENT

A. Remove and replace any non – conforming pavement.

B. Remove and replace areas of asphalt found deficient in thickness by more than 10 percent. Use new asphaltic base of thickness shown on Drawings.

C. Replace nonconforming pavement sections.

3.08 UNIT PRICE ADJUSTMENT

A. Unit price adjustments shall be made for in-place depth determined by cores as follows:

1. Adjusted Unit Price shall be ratio of average thickness as determined by cores to thickness bid upon, times unit price bid.

2. Adjustment shall apply to lower limit of 90 percent and upper limit of 105 percent of unit price.

3. Average depth below 90 percent may be rejected by Engineer.

3.09 PROTECTION

A. Do not open pavement to traffic until 12 hours after completion of rolling, or as shown on Drawings.

B. Maintain asphaltic concrete pavement in good condition until completion of Work.

C. Repair defects immediately by replacing asphaltic concrete pavement to full depth.

END OF SECTION

Section 02742

PRIME COAT

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Prime coat for asphaltic concrete paving

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for prime coat under this Section. Include payment in unit price for material being primed.

2. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittal Procedures.

B. Submit product data for proposed prime coat.

C. Submit report of recent calibration of distributor.

PART 2 P R O D U C T S

A. Cutback Asphalt

B. Provide moisture-free homogeneous material which will not foam when heated to 347 degrees F and which meets following requirements:

C. Asphalt material for prime coat shall be MC-30 or MC-70 and shall meet following requirements:

PROPERTIES	TYPE - GRADE			
	MC-30		MC-70	
	MIN.	MAX.	MIN.	MAX.
Water, Percent	---	0.2	---	0.2
Flash Point, T.O.C., °F	100	---	100	---
Kinematic Viscosity at 140°F, cst	30	60	70	140

2. Distillate shall be as follows, expressed as percent by volume of total distillate to 680 degrees F:

TEMPERATURE	TYPE-GRADE			
	MC-30		MC-70	
	MIN.	MAX.	MIN.	MAX.
to 437°F	---	25	---	20
to 500°F	40	70	20	60
to 600°F	75	93	65	90
Residue from 680°F Distillation, Volume, Percent	50	---	55	---

3. Tests on Distillation Residue:

TEST	TYPE-GRADE			
	MC-30		MC-70	
	MIN.	MAX.	MIN.	MAX.
Penetration at 77°F, 100g, 5 sec., cm	120	250	120	250
Ductility at 77°F, 5 cm/min., cm	100*	---	100*	---
Solubility in Trichloroethylene, %	99	---	99	---
Spot Test	All Negative			

*If penetration of residue is more than 200 and ductility at 77 degrees F is less than 100 cm, material will be acceptable if its ductility at 60 degrees F is more than 100 cm.

2.02 EMULSIFIED PETROLEUM RESIN

A. EPR-1 Prime: Slow curing emulsion of petroleum resin and asphalt cement conforming to the following requirements:

PROPERTIES	MIN.	MAX.
Fural Viscosity at 77°F, Sec	14	40
Residue by Evaporation, % by Weight	60	-
Sieve Test, %	-	0.1
Particle Charge Test	Positive	
Tests on the Distillation Residue:		
Flash Point, COC (F)	400	-
Kinematic Viscosity @ 140 F (cst)	190	350

B. For use, EPR-1 may be diluted with water up to a maximum three parts water to one part EPR-1 in order to achieve desired concentration of residual resin/asphalt to facilitate application.

PART 3 E X E C U T I O N

3.01 EXAMINATION

A. Verify base is ready to support imposed loads.

B. Verify lines and grades are correct.

3.02 PREPARATION

A. Thoroughly clean base course surface of loose material by brooming prior to application of prime coat.

B. Prepare sufficient base in advance of paving for efficient operations.

3.03 APPLICATION, BASIC

A. Apply prime coat with approved type of self-propelled pressure distributor. Distribute prime coat evenly and smoothly under pressure necessary for proper distribution.

B. Keep storage tanks, piping, retorts, booster tanks, and distributors used in handling asphaltic materials clean and in good operating condition. Conduct operations so that asphaltic material does not become contaminated.

C. If yield of asphaltic material appears to be in error, recalibrate distributor prior to continuing work.

D. Maintain the surface until Work is accepted by Owner.

3.04 APPLICATION, CUTBACK ASPHALT

A. Do not place prime coat when air temperature is below 60 degrees F and falling. Materials may be placed when air temperature taken in shade and away from artificial heat is above 50 degrees F and rising.

B. Distribute at rate of 0.25 to 0.35 gallons per square yard.

C. Equipment shall be capable of reporting temperature of asphaltic material in heating equipment and in distributor, for determining rate of application, and for obtaining uniformity at junction of two distributor loads. Maintain in accurate working order, including recording thermometer at storage heating unit at all times.

D. Temperature of application shall be based on temperature-viscosity relationship that will permit application of asphalt with viscosity of 100 to 125 centistokes. Maintain asphalt within 15 degrees F of temperature required to meet viscosity. Selected temperature shall be within following range.

Prime Coat Type	Minimum (°F)	Maximum (°F)
MC-30	70	150
MC-70	125	175

E. Do not allow temperature of MC-30 to exceed 175 degrees F at any time.

F. Do not allow temperature of MC-70 to exceed 200 degrees F at any time.

3.05 APPLICATION, EMULSIFIED PETROLEUM RESIN

A. Do not place prime coat when air temperature is below 36 degrees F and falling.

B. Distribute at rate of 0.15 to 0.25 gallons per square yard.

3.06 PROTECTION

A. Prevent traffic or placement of subsequent courses over freshly applied prime coat until authorized by Resident Project Representative.

END OF SECTION

Section 02743

TACK COAT

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Tack coat for asphaltic concrete paving.p

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for tack coat under this Section. Include payment in unit price for asphaltic pavements.

2. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. ASTM D 244 - Standard Test Methods for Emulsified Asphalts.

1.04 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittal Procedures.

B. Submit product data for proposed tack coat.

C. Submit report of recent calibration of distributor.

PART 2 P R O D U C T S

2.01 CUTBACK ASPHALT

A. Provide moisture-free homogeneous material which will not foam when heated to 347 degrees F and which meets following requirements:

1. Asphalt material for tack coat: RC-250 and meet following:

PROPERTIES	RC – 250	
	MIN.	MAX.
Water, Percent	---	0.2
Flash Point, T.O.C.,°F	80	---
Kinematic Viscosity at 140°F, cst	250	400

2. Distillate: Expressed as percent by volume of total distillate to 680 F:

TEMPERATURE	RC – 250	
	MIN.	MAX.
to 437°F	40	75
to 500°F	65	90
to 600°F	85	---
Residue from 680°F Distillation, Volume, Percent	70	---

3. Tests on Distillation Residue:

PROPERTIES	RC – 250	
	MIN.	MAX.
Penetration at 77°F, 100g, 5 sec.	100	150
Ductility at 77°F, 5 cm/min. cms	100	---
Solubility in Trichloroethylene, %	99	---
Spot Test	All Negative	

2.02 EMULSION

A. Provide homogeneous material which shall show no separation of asphalt after mixing and shall meet the viscosity requirements at any time within 30 days after delivery.

1. Emulsion material for tack coat: SS-1 and meet following:

PROPERTIES	SS – 1	
	MIN.	MAX.
Furol Viscosity at 77°F, sec.	30	100
Residue by Distillation, %	60	---
Oil Portion of Distillate, %	---	2
Sieve Test, %	---	0.1
Miscibility (Standard Test)	Passing	Passing
Cement Mixing, %	---	2.0
Storage Stability, 1 Day, %	---	1
Test on Residue: Penetration at 77°F, 100g, 5 sec. Solubility in Trichloroethylene, %	 120 97.5	 160 ---

Ductility at 77°F, 5 cm/min., cms	100	---

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify compacted base is ready to support imposed loads.

B. Verify lines and grades are correct.

3.02 PREPARATION

A. Thoroughly clean base course or concrete surface of loose material by brooming prior to application of tack coat.

3.03 APPLICATION

A. Apply tack coat uniformly by use of approved distributor at rate not to exceed 0.05 gallons per square yard of surface.

B. Paint contact surfaces of curbs and structures, and joints with thin uniform coat of tack coat.

C. Cutback Asphalt:

1. Do not place tack coat when air temperature is below 50 degrees F and falling. Materials may be placed when air temperature taken in shade and away from artificial heat is above 40 degrees F and rising.

2. Temperature of tack coat shall be between 125 degrees F and 180 degrees F when applied.

3. Do not heat tack coat above 200 degrees F at any time.

3.04 PROTECTION

A. Prevent traffic or placement of subsequent courses over freshly applied tack coat until authorized by Resident Project Representative.

END OF SECTION

Section 02746

GEOGRID TEXTILE

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. This item covers the furnishing of all materials, equipment, labor and supervision necessary to install geotextile fabrics, of the types indicated, at the locations indicated on the plans or as directed by the Engineer.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for work performed under this Section. Include cost of such work in unit prices for Work requiring geotextile.

2. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. AASHTO M 288 - Standard Specification for Geotextiles.

B. ASTM D 3776 - Standard Test Methods for Mass per Unit Area (Weight) of Woven Fabric.

C. ASTM D 3786 - Standard Test Method for Hydraulic Bursting Strength of Knitted Goods and Non-Woven Fabrics - Diaphragm Bursting Tester Method.

D. ASTM D 3787 - Test Methods for Bursting Strength of Knitted Good Constant Rate of Traverse (CRT Ball Burst Test).

E. ASTM D 4491 - Standard Test Methods for Water Permeability of Geotextiles by Permittivity.

F. ASTM D 4533 - Standard Test Method for Trapezoid Tearing Strength of Geotextiles.

G. ASTM D 4632 - Standard Test Method for Breaking Load and Elongation of Geotextiles (Grab Method).

H. ASTM D 4751 - Standard Test Method for Determining Apparent Opening Size of Geotextiles.

I. ASTM D 4833 - Standard Test Method for Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products.

J. Corps of Engineers, COE CW - 02215 - Geotextiles Used As Filters.

1.04 SUBMITTALS

A. Conform to Section 01330 - Submittal Procedures.

B. Submit the standard manufacturer's catalog sheets and other pertinent information, for approval, prior to installation.

C. Submit installation methods, as a part of the work plan for excavation and installation of geogrid/geotextile. Obtain approval from Engineer for filter fabric material and the proposed installation method prior to use of the filter fabric.

PART 2 PR O D U C T S

2.01 GEOTEXTILE

A. Subgrade Stabilization Geotextile
The use of geotextiles for subgrade stabilization under pavement construction is anticipated on the job, although specific locations, types and quantities will, by necessity, have to be field determined. To provide for isolated instability problems in subgrade excavations under pavement, a quantity of subgrade stabilization geotextile, of two types, has been included in the bid, and the Contractor will be expected to maintain an adequate amount of each on site for such eventualities. In addition, adequate quantities of biaxial geogrid is required for the construction of bioswale ditches at the locations shown on the plans.

Either of the following materials will be acceptable for pavement subgrade stabilization. For bioswale ditch construction, biaxial geogrid as described in paragraph B, below, is required.

B. Subgrade Stabilization Fabric shall be a woven or non-woven engineering geosynthetic, specially designed for subgrade separation and support, conforming to the requirements in Section 213-2 of the Standard Specifications.

C. Geogrid shall be Tensar Geogrid BX-1200, or approved equal. Reinforcement shall be a biaxially oriented geogrid with high tensile modulus in relation to the material being reinforced; with large apertures; thick ribs and continuity of tensile strength through all ribs of the structure. The geogrid shall maintain its reinforcement and interlock under normal construction practices, and shall be resistant to both ultraviolet degradation and all forms of biological degradation normally encountered in the material being reinforced. The geogrid shall be a single-layer grid that meets the dimensions and properties outlined below. Multi-layered grids fastened together shall not be acceptable. The biaxial geogrids shall also conform, in all respects, to the property requirements listed in Table 1:

TABLE 1			
PROPERTY	TEST METHOD	UNITS	VALUE
Tensile			
Peak Tensile MD[1]	GRI GG1	lb/ft	1200 (min)
Tensile @ 2% MD	GRI GG1	lb/ft	410 (min)
Tensile @ 5% MD	GRI GG1	lb/ft	810 (min)
Peak Tensile CMD[1]	GRI GG1	lb/ft	1970 (min)
Tensile @ 2% CMD	GRI GG1	lb/ft	600 (min)
Tensile @ 5% CMD	GRI GG1	lb/ft	1320 (min)
Modulus @ 2% Strain	GRI GG1[2]	lb/ft	18,500 (min)
Apertures			
MD dimensions	I.D. Calipered	in	1.0 (nom)
CMD dimensions	I.D. Calipered	in	1.3 (nom)
open area	COE Method Modified[3]	%	70 (min)
Junctions[4]			
Thickness	O.D. Calipered	in	0.16 (nom)
Efficiency	GRI GG2	%	90 (min)
Strength	GRI GG2	lb/ft	1080 (min)
Secant Aperture	Grid Aperture Test	cm-kg/deg	6.50

Notes:

1) MD - Machine Direction which is along roll length.
   CMD - Cross Machine Direction which is across roll width.
2) Secant Modulus at 2% elongation measured by Geosynthetic Research Institute Test Method GG1 – 1987 "Geogrid Tensile Strength." No offset allowances are made in calculating Secant Modulus.

PART 3 EXECUTION

3.01 CONSTRUCTION

A. Upon exposure of unstable subgrade materials, and when it is determined by the Engineer to be necessary, subgrade stabilization geotextile, either fabric or geogrid, shall be placed at the locations directed by the Engineer. The Contractor will place the geotextile in accordance with the manufacturer's recommendations, or in conformance with Section 300-10 of the Standard Specifications, whichever is more stringent. The material will then be backfilled with an adequate depth of sound aggregate or PMB, and compacted as required to provide a stable construction platform so that pavement construction can continue. The Contractor shall conform to the geotextile manufacturer's recommendations regarding overlap, pinning, backfill and other construction methods.

END OF SECTION

SECTION 02920

TOPSOILING AND FINISHED GRADING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Furnish all labor, materials, tools, equipment, and services for all topsoiling and finished grading, as indicated, in accord with provisions of contract documents.

B. Completely coordinate with work of all other trades.

C. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation.

1.2 LOCATION OF WORK

A. All areas within limits of construction, areas of surplus material disposal, and all areas which are disturbed in the course of the work.

1.3 RELATED SECTIONS

A. Section 02200 - Earthwork and Site Grading

B. Section 02233 - Clearing and Grubbing

1.4 QUALITY ASSURANCE

A. Finish Grading Tolerance:
   1. 0.1 ft. (30 mm) plus/minus from required elevations.

1.5 JOB CONDITIONS:

A. Verify amount of topsoil stockpiled and determine amount of additional topsoil, if necessary to complete work.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Topsoil:
   1. Original fertile, friable surface soil typical of the area, capable of supporting native plant growth, reasonably free of subsoil, clay, weeds, roots, and stones larger than 1 inch.
      a. Use existing topsoil stockpiled under Section 02100.
      b. If amount of topsoil stockpiled is less than amount necessary for the work, furnish all additional topsoil required at no additional cost to the Owner.
      c. Contractor may import topsoil to the site with prior review and approval by the Owner's Representative.

B. Surplus Material:

1. Legally dispose of surplus material offsite.

PART 3 - EXECUTION

3.1 ROUGH GRADE REVIEW

A. Rough grading shall be inspected and approved by owner's representative before site work proceeds.

3.2 PREPARATION

A. Correct, adjust and/or repair rough graded areas.
   1. Cut off mounds and ridges.
   2. Fill gullies and depressions.
   3. Perform other necessary repairs.
   4. Bring all sub-grades to specified contours, even and properly compacted.

B. Remove all stones and debris over 2 in. (50 mm) in any dimension.

3.3 PLACING TOPSOIL

A. Do not place topsoil when subgrade is either wet or frozen enough to cause clodding.

B. Spread topsoil to minimum compacted depth of 6 in. (100 mm) for all disturbed earth areas.

C. Make finished surface free of stones, sticks, dirt clods or other material 1 in. (25 mm) or more in any dimension.

D. Drag finish with harrow (or hand rake) to insure smooth finish to the lines and grades indicated.

E. Restore areas occupied by stockpiles to condition of rest of finished work.

3.4 ACCEPTANCE

A. Upon completion of topsoiling, obtain owner's representative acceptance of grade and surface.

END OF SECTION

BID DOCUMENTS AND TECHNICAL SPECIFICATIONS

FOR

HIDALGO COUNTY PRECINCT NO. 1

FEMA Road Drainage Improvements Work Authorization No. 3: Mile 2 ½ East Road (between Mile 3 North and Mile 4 North Road, Mercedes, Texas)

Hidalgo County Precinct 1

Hidalgo County, Texas
September 2016

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED PROFESSIONAL ENGINEER

9/21/16

Richard LeFevre, PE, CFM

Civil Engineer:

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC

612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363

Texas Registered Engineering Firm F-11722

General Request for Bid Package
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REQUEST FOR SEALED BIDS (RFB)

TO SUPPLY HIDALGO COUNTY with sealed bids for the following ***HIDALGO COUNTY PRECINCT NO. 1*** Construction Projects:

RFB No.: 2016-361-10-19-YSS	ROAD & DRAINAGE IMPROVEMENTS-MILE 8 NORTH RD (between Mile 2 East & Address 1267, Mercedes, TX)
RFB No.: 2016-362-10-19-SGS	ROAD & DRAINAGE IMPROVEMENTS-MILE 2 EAST (between 4254 & Mile 4 North Mercedes TX)
RFB No.: 2016-363-10-19-TDL	ROAD & DRAINAGE IMPROVEMENTS-MILE 2 ½ EAST (between 3 North & Mile 4 North, Mercedes, TX)
RFB No.: 2016-364-10-19-SMA	ROAD & DRAINAGE IMPROVEMENTS-MILE 4 NORTH (between FM 491 & Pedro Martinez Rd, Mercedes, TX)

PROCUREMENT PACKETS. Interested contractors may obtain bid packets at project engineer's office: LeFevre Engineering, 612 W. Nolana, Suite 520, McAllen, TX 78504, Ph. 956-687-5362 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 CONFERENCES are scheduled at HIDALGO COUNTY PURCHASING DEPARTMENT CONFERENCE ROOM:- 2802 S. Business Hwy 281, Edinburg, TX 78539 for **Wednesday, October 12, 2016 at the following times:**

RFB No.: 2016-361-10-19-YSS	ROAD & DRAINAGE IMPROVEMENTS-MILE 8 NORTH RD (between Mile 2 East & Address 1267, Mercedes, TX)	**2:00pm**
RFB No.: 2016-362-10-19-SGS	ROAD & DRAINAGE IMPROVEMENTS-MILE 2 EAST (between 4254 & Mile 4 North Mercedes TX)	**2:15pm**
RFB No.: 2016-363-10-19-TDL	ROAD & DRAINAGE IMPROVEMENTS-MILE 2 ½ EAST (between 3 North & Mile 4 North, Mercedes, TX)	**2:30pm**
RFB No.: 2016-364-10-19-SMA	ROAD & DRAINAGE IMPROVEMENTS-MILE 4 NORTH (between FM 491 & Pedro Martinez Rd, Mercedes, TX)	**2:45pm**

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. A Payment Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the contract exceeds $25,000. A Performance Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the contract exceeds $100,000.

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet with Bidders' name and address on the upper left hand corner of the sealed envelope and/or package, and **Bid No. and project name** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address: Hidalgo County New Administration Building, 2812 S. Business Hwy 281, Edinburg, TX 78539
Physical Location: Hidalgo County New Administration Building, 2802 S. Business Hwy. 281 (Southeast of Canton Rd & Business Hwy 281) Edinburg, TX

BIDS ACCEPTANCE: Sealed bids will be accepted until **9:30 a.m. on Wednesday, October 19, 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 most current federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.
Typed-written RFI's shall be sent to Engineer. Please follow up with a call to confirm receipt of RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by **October 12, 2016 5:00 p.m.** Inquiries beyond this date will not be responded to. Contact project engineer for copies of Addenda.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS ON THIS THE 27th DAY OF SEPTEMBER, 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

FEMA Road Drainage Improvements to: Mile 2 ½ East Road (between Mile 3 North and Mile 4 North, Mercedes, Texas)

RFB NO: 2016-363-10-19-TDL

Acceptance Date: **October 19, 2016**

Martha L. Salazar, CPPB,
Purchasing Agent Hidalgo County
Purchasing Department

Project Buyer Contact Information:

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 1- FEMA Road Drainage Improvements Work Authorization No. 3: MILE 2 ½ EAST ROAD (between Mile 3 North and Mile 4 North, Mercedes, Texas)"** 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-2016-363-10-19-TDL HIDALGO COUNTY PRECINCT NO. 1- FEMA Road Drainage Improvements Work Authorization No. 3: MILE 2 ½ EAST ROAD (between Mile 3 North and Mile 4 North, Mercedes, Texas)"** and in County's Purchasing Department, 2802 South Business Hwy 281, New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, SEPTEMBER 00, 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-2016-363-10-19-TDL HIDALGO COUNTY PRECINCT NO. 1- FEMA Road Drainage Improvements Work Authorization No. 3: MILE 2 ½ EAST ROAD (between Mile 3 North and Mile 4 North, Mercedes, Texas)". Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its

sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

12. Costs are to be net F.O.B., County Prepaid.

13. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

14. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

15. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

16. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L.

Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

17. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"BID-2016-363-10-19-TDL HIDALGO COUNTY PRECINCT NO. 1 - FEMA Road Drainage Improvements Work Authorization No. 3: MILE 2 ½ EAST ROAD (between Mile 3 North and Mile 4 North, Mercedes, Texas)"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

18. Schedule of Events

Pre-Bid Conference,	**2:30 PM**	October 12, 2016
Bid Opening,	**9:30 AM**	October 19, 2016
Award of Contract		, 2016
Commence Work or Deliver Products		, 2016

19. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76. **Register as SAMS System for Award Management @ www.sam.gov**

- 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.

20. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

21. Disclosure of Conflict of Interest

. Effective January 1, 2016, 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-1, 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. **Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.**

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL

22. **CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)**
As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB No. as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: xxxxx.xxxx@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

23. 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.

24. 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.

25. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must

affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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-
FEMA Road Drainage Improvements Work Authorization No. 3:
"Mile 2 ½ East Road (between Mile 3 North and Mile 4 North, Mercedes, Texas)"
BID-2016-363-10-19-TDL

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business 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.

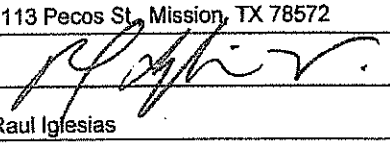
Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria 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: Asago, LLC, dba Asago Construction

Address: 2113 Pecos St, Mission, TX 78572

By: 

Printed Name: Raul Iglesias

Title: Member

BID BOND

THE STATE OF)
) ss. KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF Hidalgo)

That we, Asago Construction, of the City of Mission, County of Hidalgo, and State of Texas (hereinafter called "Principal") as Principal, and Hartford Fire Insurance Company (hereinafter called the Surety) as Surety, authorized under the laws of the State of Connecticut to act as surety on bonds for principals, are held and firmly bound unto Hidalgo County (hereinafter called the Owner) as obligee, in the sum of 5% Greatest Amount Bid ($ 5%) in lawful money of the United States for the payment of Principal and Surety, and bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal has, submitted a Bid Form (Proposal) to enter into a certain written agreement with Owner for Construction of Road & Drainage Improvements for Mile 2 1/2 East hereinafter referred to as "Agreement."

NOW, THEREFORE, the condition of this obligation is such that if the Owner shall accept the Bid Form (Proposal) of the the Principal and the Principal shall faithfully enter into agreement with Owner in accordance with the terms of such Bid, and give such Bonds as are specified in the Bidding or Contract Documents; or in the event of the failure of Principal to enter such Agreement and give such Bond or Bonds, if the Principal shall pay to Owner the difference not to exceed the sum hereof between the amount specified in said Bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED THIS 19th day of October A.D. 2016.

Witness

PRINCIPAL: Asago Construction

By: Raul Iglesias

2113 Pecos

Mission, TX 78572
Address

Witness

SURETY: Hartford Fire Insurance Company

By:

Andy Alvarez
Attorney-in-Fact

P.O. Drawer 3783

McAllen, TX 78502
Address

956-787-8536
(Surety's Telephone Number)

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
Bond T-4
One Hartford Plaza
Hartford, Connecticut 06155
call: **888-266-3488** *or fax:* **860-757-5835)**

KNOW ALL PERSONS BY THESE PRESENTS THAT: Agency Code: 65-813646

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Andy Alvarez, Phil Young, Dewey Young of SAN JUAN, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

CERTIFICATE

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 19th, 2016

Signed and sealed at the City of Hartford.

Gary W. Stumper, Vice President

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, Raul Iglesias, authorized representative for Asago Construction.
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.

_____ 10/17/2016.
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, Raul Iglesias, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: Bid, Payment, and Performance.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____
Authorized Signature

10/17/2016
Date

Asago Construction
Company

2113 Pecos St.
Address

Mission, TX 78572
City, State, Zip

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/14/2016

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
San Juan Insurance Agency, Inc DBA Valley Ins Providers &/or Truckers Ins
PO Drawer 3783
McAllen TX 78502-

CONTACT NAME: Elizabeth Hernandez
PHONE (A/C, No, Ext): 956 781-6663 ext 226
FAX (A/C, No): (956)702-7556
E-MAIL ADDRESS: ehernandez@vip-ins.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Technology Insurance Co., Inc.	
INSURER B : Texas Mutual Insurance Co	22945
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ASAGO, LLC.
ASAGO CONSTRUCTION
2113 Pecos st
Mission TX 78572-

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		TPP1058291 03	07/15/2016	07/15/2017	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 $ 50,000 $EXCLUDED $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS X SCHEDULED AUTOS NON-OWNED AUTOS			TSF0001134832-4	07/15/2016	07/15/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			86379T160ALI	07/15/2016	07/15/2017	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001134832-4	07/15/2016	07/15/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
B B	EQUIPMENT FLOATER INSTALLATION FLOATER			TSF0001134832-4 TSF0001134832-4	07/15/2016 07/15/2016	07/15/2017 07/15/2017	LIMIT LIMIT Equipment Leased/Rented	275,577 365,000 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT: HIDALGO COUNTY PRECINCT NO. 1- FEMA ROAD DRAINAGE IMPROVEMENTS - MILE 2 1/2 EAST ROAD

SEE ATTACHED VEHICLE SCHEDULES

AI 017585

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 J Young

Fax: ( ) -

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AGENCY CUSTOMER ID: 7040

ACORD®

VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 11/14/2016

AGENCY	CARRIER	NAIC CODE
San Juan Insurance Agency, Inc DBA	Technology Insurance Co., Inc.	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
TPP1058291 03	07/15/2016	ASAGO, LLC. ASAGO CONSTRUCTION

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
1	2008	NISSAN	TITAN/ PICKUP		1N6BA07D88N327160	PP SPEC COML			

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE, FARM, COMM'L, RETAIL, SERVICE, FOR HIRE

CHECK COVERAGES: X LIAB; X NO-FAULT; ADD'L NO-FAULT; MED PAY; X UNINS MOTOR; UNDRINS MOTOR; TOWING & LABOR; SPEC C OF L; F; FT; FTW; X LSP; X COMP/OTC; X COLL; RENT REIMB; FG; DEDUCTIBLES; AA; ACV; ST AMT; COMP/OTC; SPEC C OF L; $1,000 COLL

DRIVE TO WORK / SCHOOL | < 15 MILES | 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
2	2005	FORD	F750/ WATER TRK		3FRXF75A85V215442	PP SPEC COML			

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE, FARM, COMM'L, RETAIL, SERVICE, FOR HIRE

CHECK COVERAGES: X LIAB; X NO-FAULT; ADD'L NO-FAULT; MED PAY; X UNINS MOTOR; UNDRINS MOTOR; TOWING & LABOR; SPEC C OF L; F; FT; FTW; X LSP; X COMP/OTC; X COLL; RENT REIMB; FG; DEDUCTIBLES; AA; ACV; ST AMT; COMP/OTC; SPEC C OF L; $1,000 COLL

DRIVE TO WORK / SCHOOL | < 15 MILES | 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
3	2006	FORD	F250/ PICKUP		1FTNF20506EC55965	PP SPEC COML			

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE, FARM, COMM'L, RETAIL, SERVICE, FOR HIRE

CHECK COVERAGES: X LIAB; X NO-FAULT; ADD'L NO-FAULT; MED PAY; X UNINS MOTOR; UNDRINS MOTOR; TOWING & LABOR; SPEC C OF L; F; FT; FTW; X LSP; X COMP/OTC; X COLL; RENT REIMB; FG; DEDUCTIBLES; AA; ACV; ST AMT; COMP/OTC; SPEC C OF L; $1,000 COLL

DRIVE TO WORK / SCHOOL | < 15 MILES | 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
4	2004	MACK	CX600 / TRK/TRAILER	TRK TRACTOR	1M1AE06Y94N018752	PP SPEC COML			

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE, FARM, COMM'L, RETAIL, SERVICE, FOR HIRE

CHECK COVERAGES: X LIAB; X NO-FAULT; ADD'L NO-FAULT; MED PAY; X UNINS MOTOR; UNDRINS MOTOR; TOWING & LABOR; SPEC C OF L; F; FT; FTW; X LSP; X COMP/OTC; X COLL; RENT REIMB; FG; DEDUCTIBLES; AA; ACV; ST AMT; COMP/OTC; SPEC C OF L; $1,000 COLL

DRIVE TO WORK / SCHOOL | < 15 MILES | 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
5	1985	LUFKIN	DUMP TRAILER		1L01C3526F1069352	PP SPEC COML			

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/ 12,800							$

USE: PLEASURE, FARM, COMM'L, RETAIL, SERVICE, FOR HIRE

CHECK COVERAGES: X LIAB; X NO-FAULT; ADD'L NO-FAULT; MED PAY; X UNINS MOTOR; UNDRINS MOTOR; TOWING & LABOR; SPEC C OF L; F; FT; FTW; X LSP; X COMP/OTC; X COLL; RENT REIMB; FG; DEDUCTIBLES; AA; ACV; ST AMT; COMP/OTC; SPEC C OF L; $1,000 COLL

DRIVE TO WORK / SCHOOL | < 15 MILES | 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

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AGENCY CUSTOMER ID: 7040

VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 11/14/2016

AGENCY	CARRIER	NAIC CODE
San Juan Insurance Agency, Inc DBA	Technology Insurance Co., Inc.	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
TPP1058291 03	07/15/2016	ASAGO, LLC. ASAGO CONSTRUCTION

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE / MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
6	2000	MAKE: INTERNATIONAL MODEL: 4700 / WATER TRK		1HTSCABM5YH256401	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES																
	COMM'L		FOR HIRE		ADD'L NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV		COMP/ OTC		SPEC C OF L
PLEASURE	RETAIL			X LIAB	MED PAY		TOWING & LABOR		FT	X	COMP/ OTC		FG		AA	ST AMT	$			
FARM	SERVICE			X NO-FAULT	X UNINS MOTOR		SPEC C OF L		FTW	X	COLL			$			$ 1,000	COLL		

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
8	2011	MAKE: CHEVROLET MODEL: PICKUP		1GCNCPEA9BZ279454	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES																
	COMM'L		FOR HIRE		ADD'L NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV		COMP/ OTC		SPEC C OF L
PLEASURE	RETAIL			X LIAB	MED PAY		TOWING & LABOR		FT	X	COMP/ OTC		FG		AA	ST AMT	$			
FARM	SERVICE			X NO-FAULT	X UNINS MOTOR		SPEC C OF L		FTW	X	COLL			$			$ 1,000	COLL		

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
9	2011	MAKE: CHEVROLET MODEL: PICKUP		1GCRCPEX0BZ342916	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES																
	COMM'L		FOR HIRE		ADD'L NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV		COMP/ OTC		SPEC C OF L
PLEASURE	RETAIL			X LIAB	MED PAY		TOWING & LABOR		FT	X	COMP/ OTC		FG		AA	ST AMT	$			
FARM	SERVICE			X NO-FAULT	X UNINS MOTOR		SPEC C OF L		FTW	X	COLL			$			$ 1,000	COLL		

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
10	2011	MAKE: CHEVROLET MODEL: SILVERADO ExtCab/PK		1GCRCPEX6BZ291678	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES																
	COMM'L		FOR HIRE		ADD'L NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV		COMP/ OTC		SPEC C OF L
PLEASURE	RETAIL			X LIAB	MED PAY		TOWING & LABOR		FT	X	COMP/ OTC		FG		AA	ST AMT	$			
FARM	SERVICE			X NO-FAULT	X UNINS MOTOR		SPEC C OF L		FTW	X	COLL			$			$ 1,000	COLL		

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
12	1993	MAKE: FORD MODEL: L9000/END DUMP		1FDZY90L2PVA31922	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES																
	COMM'L		FOR HIRE		ADD'L NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV		COMP/ OTC		SPEC C OF L
PLEASURE	RETAIL			X LIAB	MED PAY		TOWING & LABOR		FT	X	COMP/ OTC		FG		AA	ST AMT	$			
FARM	SERVICE			X NO-FAULT	X UNINS MOTOR		SPEC C OF L		FTW	X	COLL			$			$ 1,000	COLL		

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

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AGENCY CUSTOMER ID: 7040

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VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 11/14/2016

AGENCY	CARRIER	NAIC CODE
San Juan Insurance Agency, Inc DBA	Technology Insurance Co., Inc.	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
TPP1058291 03	07/15/2016	ASAGO, LLC. ASAGO CONSTRUCTION

VEHICLE DESCRIPTION

VEH # 13 | YEAR 1982 | MAKE: MACK | MODEL: Trk/Asphalt Distribu | BODY TYPE: | V.I.N.: 1M2K127C3CM005039 | VEHICLE TYPE: PP / SPEC / COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS | STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE: TX | TERR | GVW / GCW: / | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW: $

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: X LIAB; X NO-FAULT; ADD'L NO-FAULT; MED PAY; UNINS MOTOR; X UNDRINS MOTOR; TOWING & LABOR; SPEC C OF L; F; FT; FTW; LSP; COMP/OTC; COLL; RENT REIMB; FG

DEDUCTIBLES: ACV; AA; ST AMT; $; COMP/OTC; SPEC C OF L; $; COLL

DRIVE TO WORK / SCHOOL | < 15 MILES | 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH # 14 | YEAR 2001 | MAKE: COUNTRY BLACK | MODEL: TRAILER | BODY TYPE: | V.I.N.: 1C9182123Z1711573 | VEHICLE TYPE: PP / SPEC / COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS | STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE: TX | TERR | GVW / GCW: / | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW: $

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB; NO-FAULT; ADD'L NO-FAULT; MED PAY; UNINS MOTOR; UNDRINS MOTOR; TOWING & LABOR; SPEC C OF L; F; FT; FTW; LSP; COMP/OTC; COLL; RENT REIMB; FG

DEDUCTIBLES: ACV; AA; ST AMT; $; COMP/OTC; SPEC C OF L; $; COLL

DRIVE TO WORK / SCHOOL | < 15 MILES | 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH # 15 | YEAR 1998 | MAKE: INTERNATIONAL | MODEL: 4700/ Digger Derrick | BODY TYPE: | V.I.N.: 1HTSCAAL8WH567195 | VEHICLE TYPE: PP / SPEC / COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS | STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE | TERR | GVW / GCW: / | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW: $

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB; NO-FAULT; ADD'L NO-FAULT; MED PAY; UNINS MOTOR; UNDRINS MOTOR; TOWING & LABOR; SPEC C OF L; F; FT; FTW; LSP; COMP/OTC; COLL; RENT REIMB; FG

DEDUCTIBLES: ACV; AA; ST AMT; $; COMP/OTC; SPEC C OF L; $; COLL

DRIVE TO WORK / SCHOOL | < 15 MILES | 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH # 17 | YEAR 2003 | MAKE: chevrolet | MODEL: 2500HD crew cab Pick | BODY TYPE: | V.I.N.: 1GCHC23UX3F108129 | VEHICLE TYPE: PP / SPEC / COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS | STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE: TX | TERR | GVW / GCW: / | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW: $

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB; NO-FAULT; ADD'L NO-FAULT; MED PAY; UNINS MOTOR; UNDRINS MOTOR; TOWING & LABOR; SPEC C OF L; F; FT; FTW; LSP; COMP/OTC; COLL; RENT REIMB; FG

DEDUCTIBLES: ACV; AA; ST AMT; $; COMP/OTC; SPEC C OF L; $; COLL

DRIVE TO WORK / SCHOOL | < 15 MILES | 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH # 18 | YEAR 1997 | MAKE: ECONOLINE | MODEL: FLAT BED TRAILER | BODY TYPE: | V.I.N.: 42EDOMP29V1005427 | VEHICLE TYPE: PP / SPEC / COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS | STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE: TX | TERR | GVW / GCW: 25,000 / | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW: $

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB; NO-FAULT; ADD'L NO-FAULT; MED PAY; UNINS MOTOR; UNDRINS MOTOR; TOWING & LABOR; SPEC C OF L; F; FT; FTW; LSP; COMP/OTC; COLL; RENT REIMB; FG

DEDUCTIBLES: ACV; AA; ST AMT; $; COMP/OTC; SPEC C OF L; $; COLL

DRIVE TO WORK / SCHOOL | < 15 MILES | 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

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AGENCY CUSTOMER ID: 7040

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VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 11/14/2016

AGENCY	CARRIER	NAIC CODE
San Juan Insurance Agency, Inc DBA	Technology Insurance Co., Inc.	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
TPP1058291 03	07/15/2016	ASAGO, LLC. ASAGO CONSTRUCTION

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
19	1985	MAKE: Lufkin MODEL: End Dump Trailer	V.I.N.: 1L01C3526F1069352	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		12,800 /							$

USE					CHECK COVERAGES																			
PLEASURE	COMM'L	FOR HIRE			LIAB	ADD'L NO-FAULT		UNDRINS MOTOR	F		LSP		RENT REIMB	DEDUCTIBLES		ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL				MED PAY			TOWING & LABOR	FT		COMP/ OTC		FG	AA		ST AMT	$	
	SERVICE				NO-FAULT	UNINS MOTOR		SPEC C OF L	FTW		COLL			$			$	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
20	2006	MAKE: Chevrolet MODEL: colorado LTZ Pickup	V.I.N.: 1GCCS148768325879	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE					CHECK COVERAGES																			
PLEASURE	COMM'L	FOR HIRE			LIAB	ADD'L NO-FAULT		UNDRINS MOTOR	F		LSP		RENT REIMB	DEDUCTIBLES		ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL				MED PAY			TOWING & LABOR	FT		COMP/ OTC		FG	AA		ST AMT	$	
	SERVICE				NO-FAULT	UNINS MOTOR		SPEC C OF L	FTW		COLL			$			$	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
21	1993	MAKE: Interstate MODEL: RGN 40 ton Lowboy	V.I.N.: 1JKSGN2B8PL350004	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE					CHECK COVERAGES																			
PLEASURE	COMM'L	FOR HIRE			LIAB	ADD'L NO-FAULT		UNDRINS MOTOR	F		LSP		RENT REIMB	DEDUCTIBLES		ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL				MED PAY			TOWING & LABOR	FT		COMP/ OTC		FG	AA		ST AMT	$	
	SERVICE				NO-FAULT	UNINS MOTOR		SPEC C OF L	FTW		COLL			$			$	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
22	2007	MAKE: Dragon MODEL: bottom dp trlr40ft	V.I.N.: 1UNSD40277C053310	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE					CHECK COVERAGES																			
PLEASURE	COMM'L	FOR HIRE			LIAB	ADD'L NO-FAULT		UNDRINS MOTOR	F		LSP		RENT REIMB	DEDUCTIBLES		ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL				MED PAY			TOWING & LABOR	FT		COMP/ OTC		FG	AA		ST AMT	$	
	SERVICE				NO-FAULT	UNINS MOTOR		SPEC C OF L	FTW		COLL			$			$	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
23	2007	MAKE: DRAGON MODEL: bottom DP trlr 40 ft	V.I.N.: 1UNSD40297C053311	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE					CHECK COVERAGES																			
PLEASURE	COMM'L	FOR HIRE			LIAB	ADD'L NO-FAULT		UNDRINS MOTOR	F		LSP		RENT REIMB	DEDUCTIBLES		ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL				MED PAY			TOWING & LABOR	FT		COMP/ OTC		FG	AA		ST AMT	$	
	SERVICE				NO-FAULT	UNINS MOTOR		SPEC C OF L	FTW		COLL			$			$	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

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AGENCY CUSTOMER ID: 7040

VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 11/14/2016

AGENCY	CARRIER	NAIC CODE
San Juan Insurance Agency, Inc DBA	Technology Insurance Co., Inc.	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
TPP1058291 03	07/15/2016	ASAGO, LLC. ASAGO CONSTRUCTION

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
24	2003	CPS	Bottom Dump Trailer		5MC1116233P004460	PP SPEC COML			

GARAGING ADDRESS | STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE, FARM, COMM'L, RETAIL, SERVICE, FOR HIRE

CHECK COVERAGES: LIAB, NO-FAULT, ADD'L NO-FAULT, MED PAY, UNINS MOTOR, UNDRINS MOTOR, TOWING & LABOR, SPEC C OF L, F, FT, FTW, LSP, COMP/OTC, COLL, RENT REIMB, FG

DEDUCTIBLES: ACV, AA, ST AMT, COMP/OTC, SPEC C OF L, $, $, COLL

DRIVE TO WORK / SCHOOL: < 15 MILES, 15 MILES +, NET VEH DR/CR:

TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
25	2005	International	9200I Truck Tractor		3HSCEAHR15N0500631	PP SPEC COML			

GARAGING ADDRESS | STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE, FARM, COMM'L, RETAIL, SERVICE, FOR HIRE

CHECK COVERAGES: LIAB, NO-FAULT, ADD'L NO-FAULT, MED PAY, UNINS MOTOR, UNDRINS MOTOR, TOWING & LABOR, SPEC C OF L, F, FT, FTW, LSP, COMP/OTC, COLL, RENT REIMB, FG

DEDUCTIBLES: ACV, AA, ST AMT, COMP/OTC, SPEC C OF L, $, $, COLL

DRIVE TO WORK / SCHOOL: < 15 MILES, 15 MILES +, NET VEH DR/CR:

TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
26	2003	MACK	CH613 Truck Tractor		1M1AA13Y23W150122	PP SPEC COML			

GARAGING ADDRESS | STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE, FARM, COMM'L, RETAIL, SERVICE, FOR HIRE

CHECK COVERAGES: LIAB, NO-FAULT, ADD'L NO-FAULT, MED PAY, UNINS MOTOR, UNDRINS MOTOR, TOWING & LABOR, SPEC C OF L, F, FT, FTW, LSP, COMP/OTC, COLL, RENT REIMB, FG

DEDUCTIBLES: ACV, AA, ST AMT, COMP/OTC, SPEC C OF L, $, $, COLL

DRIVE TO WORK / SCHOOL: < 15 MILES, 15 MILES +, NET VEH DR/CR:

TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
27	2003	Mack	CH613 Truck Tractor		1M1AA18Y23W151666	PP SPEC COML			

GARAGING ADDRESS | STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE, FARM, COMM'L, RETAIL, SERVICE, FOR HIRE

CHECK COVERAGES: LIAB, NO-FAULT, ADD'L NO-FAULT, MED PAY, UNINS MOTOR, UNDRINS MOTOR, TOWING & LABOR, SPEC C OF L, F, FT, FTW, LSP, COMP/OTC, COLL, RENT REIMB, FG

DEDUCTIBLES: ACV, AA, ST AMT, COMP/OTC, SPEC C OF L, $, $, COLL

DRIVE TO WORK / SCHOOL: < 15 MILES, 15 MILES +, NET VEH DR/CR:

TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
28	1997	RANCO		TR	1R9BSE509VL008737	PP SPEC COML			

GARAGING ADDRESS | STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE, FARM, COMM'L, RETAIL, SERVICE, FOR HIRE

CHECK COVERAGES: LIAB, NO-FAULT, ADD'L NO-FAULT, MED PAY, UNINS MOTOR, UNDRINS MOTOR, TOWING & LABOR, SPEC C OF L, F, FT, FTW, LSP, COMP/OTC, COLL, RENT REIMB, FG

DEDUCTIBLES: ACV, AA, ST AMT, COMP/OTC, SPEC C OF L, $, $, COLL

DRIVE TO WORK / SCHOOL: < 15 MILES, 15 MILES +, NET VEH DR/CR:

TOTAL PREM: $

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AGENCY CUSTOMER ID: 7040

ACORD®

VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 11/14/2016

AGENCY	CARRIER	NAIC CODE
San Juan Insurance Agency, Inc DBA	Technology Insurance Co., Inc.	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
TPP1058291 03	07/15/2016	ASAGO, LLC. ASAGO CONSTRUCTION

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
29	1997	MAKE: GMC MODEL: C7500	V.I.N.: 1GDM7H1J6VJ500146	PP SPEC COML			

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C.OF.L / F / FT / FTW / LSP / COMP/OTC / COLL / RENT REIMB / FG

DEDUCTIBLES: AA / ACV / ST AMT / $ / COMP/OTC / SPEC C OF L / $ / COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
30	2013	MAKE: INTERNATIONAL MODEL: PROSTAR TRUCK TRACTO	V.I.N.: 1HSDHSJR5DJ306041	PP SPEC COML			

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C.OF.L / F / FT / FTW / LSP / COMP/OTC / COLL / RENT REIMB / FG

DEDUCTIBLES: AA / ACV / ST AMT / $ / COMP/OTC / SPEC C OF L / $ / COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
31	2013	MAKE: INTERNATIONAL MODEL: PROSTAR TRUCK TRACTO	V.I.N.: 1HSDHSJR4DJ463219	PP SPEC COML			

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C.OF.L / F / FT / FTW / LSP / COMP/OTC / COLL / RENT REIMB / FG

DEDUCTIBLES: AA / ACV / ST AMT / $ / COMP/OTC / SPEC C OF L / $ / COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
32	2013	MAKE: INTERNATIONAL MODEL: PROSTAR TRUCK TRACTO	V.I.N.: 1HSDHSJR2DJ306224	PP SPEC COML			

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C.OF.L / F / FT / FTW / LSP / COMP/OTC / COLL / RENT REIMB / FG

DEDUCTIBLES: AA / ACV / ST AMT / $ / COMP/OTC / SPEC C OF L / $ / COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
33	2000	MAKE: PETERBILT MODEL: 378 4000 GALLON	V.I.N.: 1XPFST9X2YD536709	PP SPEC COML			

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C.OF.L / F / FT / FTW / LSP / COMP/OTC / COLL / RENT REIMB / FG

DEDUCTIBLES: AA / ACV / ST AMT / $ / COMP/OTC / SPEC C OF L / $ / COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

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AGENCY CUSTOMER ID: 7040

VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 11/14/2016

AGENCY	CARRIER	NAIC CODE
San Juan Insurance Agency, Inc DBA	Technology Insurance Co., Inc.	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
TPP1058291 03	07/15/2016	ASAGO, LLC. ASAGO CONSTRUCTION

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
34	1998	MACH	CH613 DUMP TRUCK		1M1AA13Y2WW078519	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES										RENT REIMB	DEDUCTIBLES				
PLEASURE	COMM'L	FOR HIRE		LIAB	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP						FG	AA	ST AMT	$		
FARM	RETAIL			MED PAY		TOWING & LABOR	FT	COMP/ OTC											
	SERVICE			NO-FAULT	UNINS MOTOR	SPEC C OF L	FTW	COLL							$		$		COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
35	2010	40 FT T/A BOTTOM DUMP TRAILER	RANCO		1D9SD4029AR661042	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES										RENT REIMB	DEDUCTIBLES				
PLEASURE	COMM'L	FOR HIRE		LIAB	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP						FG	AA	ST AMT	$		
FARM	RETAIL			MED PAY		TOWING & LABOR	FT	COMP/ OTC											
	SERVICE			NO-FAULT	UNINS MOTOR	SPEC C OF L	FTW	COLL							$		$		COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
36	1998	CPS SBD240 40 FT T/A	BOTTOM DUMP TRAILER		4Z4111621WP001058	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES										RENT REIMB	DEDUCTIBLES				
PLEASURE	COMM'L	FOR HIRE		LIAB	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP						FG	AA	ST AMT	$		
FARM	RETAIL			MED PAY		TOWING & LABOR	FT	COMP/ OTC											
	SERVICE			NO-FAULT	UNINS MOTOR	SPEC C OF L	FTW	COLL							$		$		COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
37	2016	GMC	SIERRA 1500		3GTP1NEC5GG346787	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES										RENT REIMB	DEDUCTIBLES				
PLEASURE	COMM'L	FOR HIRE		LIAB	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP						FG	AA	ST AMT	$		
FARM	RETAIL			MED PAY		TOWING & LABOR	FT	COMP/ OTC											
	SERVICE			NO-FAULT	UNINS MOTOR	SPEC C OF L	FTW	COLL							$		$		COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
38	2006	MACK	CXN 613		1M1AK06Y06N008784	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES										RENT REIMB	DEDUCTIBLES				
PLEASURE	COMM'L	FOR HIRE		LIAB	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP						FG	AA	ST AMT	$		
FARM	RETAIL			MED PAY		TOWING & LABOR	FT	COMP/ OTC											
	SERVICE			NO-FAULT	UNINS MOTOR	SPEC C OF L	FTW	COLL							$		$		COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

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AGENCY CUSTOMER ID: 7040

VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 11/14/2016

AGENCY	CARRIER	NAIC CODE
San Juan Insurance Agency, Inc DBA	Technology Insurance Co., Inc.	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
TPP1058291 03	07/15/2016	ASAGO, LLC. ASAGO CONSTRUCTION

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
39	2004	MAKE: MACK MODEL: CH 613	V.I.N.: 1M2AA13Y34N156675	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE																		
PLEASURE	COMM'L	FOR HIRE	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL		LIAB	MED PAY	TOWING & LABOR	FT	COMP/ OTC	FG	AA	ST AMT	$	
	SERVICE		NO-FAULT	UNINS MOTOR	SPEC C OF L	FTW	COLL		$		$	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
40	2007	MAKE: CTS MODEL: BDT40	V.I.N.: 5TU1140297S000032	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE																		
PLEASURE	COMM'L	FOR HIRE	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL		LIAB	MED PAY	TOWING & LABOR	FT	COMP/ OTC	FG	AA	ST AMT	$	
	SERVICE		NO-FAULT	UNINS MOTOR	SPEC C OF L	FTW	COLL		$		$	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
41	2006	MAKE: CTS MODEL: BDT40	V.I.N.: 1C91140236S770596	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE																		
PLEASURE	COMM'L	FOR HIRE	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL		LIAB	MED PAY	TOWING & LABOR	FT	COMP/ OTC	FG	AA	ST AMT	$	
	SERVICE		NO-FAULT	UNINS MOTOR	SPEC C OF L	FTW	COLL		$		$	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
42	2006	MAKE: CTS MODEL: BDT40	V.I.N.: 5TU1140246S000566	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE																		
PLEASURE	COMM'L	FOR HIRE	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL		LIAB	MED PAY	TOWING & LABOR	FT	COMP/ OTC	FG	AA	ST AMT	$	
	SERVICE		NO-FAULT	UNINS MOTOR	SPEC C OF L	FTW	COLL		$		$	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
		MAKE: MODEL:	V.I.N.:	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE																		
PLEASURE	COMM'L	FOR HIRE	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL		LIAB	MED PAY	TOWING & LABOR	FT	COMP/ OTC	FG	AA	ST AMT	$	
	SERVICE		NO-FAULT	UNINS MOTOR	SPEC C OF L	FTW	COLL		$		$	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

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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.**

Asago, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date 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.**

NONE

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.**

NONE

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

10/17/2016

Date

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, Raul Iglesias, 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: [signature], Member

Subscribed and sworn to before me this ~~October~~ 18th day of october, 20 16.

[signature]

Notary Public

My commission expires: 20th day of May, 2019

JORGE GONZALEZ JR.
Notary Public
State of Texas
Notary ID [illegible]
My Comm. Exp. [illegible]

Certification
Regarding Debarment, Suspension and Ineligibility

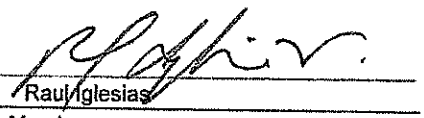
As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: 
Print Name: Raul Iglesias
Title: Member
Telephone Number: 956-607-0741
Date: 10/17/2016

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: Asago, LLC Telephone No. (956) 607-0741

dba Name: Asago Construction

Legal Name: Asago, LLC

Mailing Address : 2113 Pecos St. Fax No. (956) 585-7040

Physical Address: 2112 S. Shary Rd. # 17

City, State, Zip Mission, TX 78572 Tax I.D. No. 74-2821087

Remit to Address : 2113 Pecos St. City, State, Zip Mission, TX 78572

E-Mail Address: asago@rgv.rr.com

Representative(s) Name(s) & Title(s) Raul Iglesias, Member

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit
__X__ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
Distributor __X__ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Raul Iglesias, Member

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 400,000 annual gross receipt
☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

☐ Black American
☐ Hispanic American
☐ Asian Pacific American
☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☒ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?: Construction Services

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:

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-16-363-11-01

This Agreement, entered into this 1st day of November,2016 by and between Hidalgo County (hereinafter called the "OWNER," and, Asago, LLC dba Asago Construction (a limited liability company), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements – Mile 2 ½ East Road

Hereinafter called the project, for the sum of $234,213.30 (Two Hundred Thirty-Four Thousand Two Hundred and Thirteen Dollars and Thirty Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by LeFevre Engineering & Management Consulting, LLC, entitled the Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 150 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $250.00for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, 1st of November, 2016.

CONTRACTOR: _____
Print Name & Title: Raul Iglesias, Manager
Name of Firm: Asago, LLC dba Asago Construction

Address: 2113 Pecos Street, Mission, Texas 78572

Fed I.D. #/SS #: 74-2821087

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 9th day of NOVEMBER, 2016, by Member (Title) Of and on behalf of Asago, LLC (a limited liability company)

_____
Notary Public-Signature

ELIZABETH HERNANDEZ
Notary Public, State of Texas
ID# 12601249-2
My Commission Expires
01-25-2019

APPROVED AS TO FORM:
Atlas, Hall Rodriguez, L.L.P.

BY: _____
Stephen L. Crain

DATE: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Ramon Garcia, County Judge

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:
2016-129497

Date Filed:
10/27/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Asago, 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 Precinct No. 1

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 services, goods, or other property to be provided under the contract.
2016-363-10-19-TDL
FEMA Road Drainage Improvements - Mile 2 1/2 East Road (Between Mile 3 North and Mile 4 North, Mercedes, Texas)

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.

GERALD WILLIAM ALBRECHT
Notary Public, State of Texas
Comm. Expires 06-15-2019
Notary ID 13026911-0

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Raul Iglesias Villarreal, this the 27th day of October 2016, to certify which, witness my hand and seal of office.

Gerald William Albrecht — Signature of officer administering oath
Gerald William Albrecht — Printed name of officer administering oath
Notary — Title of officer administering oath

Form **W-9**
Rev. September 2006)
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)
Asago, LLC

Business name if different from above
Asago Construction

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☒ Other ► ....LLC..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
2113 Pecos St.

Requester's name and address (optional)

City, state, and ZIP code
Mission, TX 78572

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
7	4	–	2	8	2	1	0	8	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. 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 ► 10/17/2016

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.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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: Asago Construction

Address: 2113 Pecos St., Mission, TX 78572

2112 S. Shary Rd. # 17, Mission, TX 78572

Date Organized: 1/31/1997 Date Incorporated: _____

Office Number: 956-607-0741 Fax Number: 956-585-7040

Number of years in business under present name: 18

Type of work performed by your company: Road and Drainage Construction

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 Drainage District # 1

Address: 2802 S. Business Hwy 281, Edinburg, Tx 78539

Ph/Fx Number: 956-318-2626 Email: _____

Scope of Work Description: Edinburg WWTP Effluent Line Roadway Crossings

Date Completed: 2013 Total Cost: 763,581.39

****

2. Owner: Hidalgo County

Address: 2802 S. Business Hwy 281, Edinburg, Tx 78539

Texas Department of Transportation - Edinburg Safe Routes to School Phase II

Texas Department of Transportation - Edinburg Safe Routes to School Phase I

4. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County's project that will comprise at least 20% of the total project cost. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

   Failure to submit the information as required may result in a disqualification of your bid.

   None

5. **PERFORMANCE OF WORK BY BIDDER:** Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

   The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

   Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Ph/Fx Number: 956-318-2626 Email: _____

Scope of Work Description: Road & Drainage Improvements at Rancho Escondido Subdivision

Date Completed: 2013 Total Cost: $379,063.33

****

3. Owner: Hidalgo County Precinct # 2

Address: 2802 S. Business Hwy 281, Edinburg, Tx 78539

Ph/Fx Number: 956-318-2626 Email: _____

Scope of Work Description: Road & Draiange Improvements at Mid-Valley Estates

Date Completed: 2012 Total Cost: $ 317,767

****

4. Owner: Hidalgo County

Address: 2802 S. Business Hwy 281, Edinburg, Tx 78539

Ph/Fx Number: 956-318-2626 Email: _____

Scope of Work Description: Road & Drainage Improvements at Pentecostal Subdivision

Date Completed: 2012 Total Cost: $ 190,325.60

****

5. Owner: Hidalgo County Precinct # 2 & Urban County Program

Address: 2802 S. Business Hwy 281, Edinburg, Tx 78539

Ph/Fx Number: 956-318-2626 Email: _____

Scope of Work Description: South Tower Road Improvement

Date Completed: 2012 Total Cost: $ 418,500.00

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

Texas Department of Transportation - US 281 Highway Reconstruction

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 18th day of October, 2016.

By Raul Iglesias

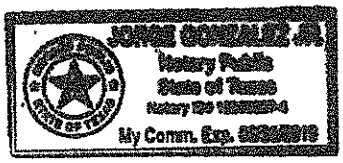
Title Member

Subscribed and sworn to me this 18th day of October, 2016

By: _____

Notary Public in and for Hidalgo County, Texas

My commission expires 05/20/2019



SALES TAX AND LOCAL SALES TAX EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statues of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statues of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the 1st day of November, 2016.

Contractor

THE COUNTY OF HIDALGO
TEXAS

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 1
FEMA Road Drainage Improvements Work Authorization No.3:
Mile 2 ½ East Road (between Mile 3 North and Mile 4 North, Mercedes, Texas)

BID NO. 2016-363-10-19-TDI.

RFB SUBMITTAL CHECK LIST

All forms listed below must be submitted in the RFB response. If forms are not submitted, your response may be considered as non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

- ✓ Page 9 of Legal Notice
- ✓ Exhibit "C" – Acknowledgement forms (pages 3 and 4)
- ✓ Exhibit "D1 Revised CIQ Form –Copy of County Clerk File Recording fee receipt
- ✓ Exhibit "E" Proposers Affidavit
- ✓ Vendor Bidder Application and IRS form W-9
- ✓ Certification Regarding Debarment
- ✓ Statement of Credentials
- ✓ Submittal Check List
- ✓ One (1) Original. three (3) Copies of Response.

Signature | Raul Iglesias (Printed Name) | 10/17/2016 (Date)

BID PAGE

Hidalgo County
Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements Work Authorization No. 3: Mile 2 ½ East Road (between Mile 3 North and Mile 4 North, Mercedes, Texas)
Bid No.: 2016-363-10-19-TDL

SCOPE OF WORK DESCRIPTION:
Drainage Improvements to Mile 2 ½ East

BID PRICE: $ 234,213.30

BIDDER/COMPANY NAME: Asago, LLC dba Asago Construction

ADDRESS: 2113 Pecos St.

CITY/STATE/ZIP CODE: Mission, TX 78572

PHONE & FAX NO.'S: 956-607-0741 & 956-585-7040

CELLULAR #: 956-279-9787

AUTHORIZED SIGNATURE:

PRINTED NAME: Raul Iglesias

TITLE: Member

OPENED
9:57 10-19-16

Witnessed

BID FOR UNIT PRICE CONTRACTS

PLACE Hidalgo County
DATE 10/19/2016
PROJECT NO. 2016-362-10-19-SGS

Proposal of Asago, LLC (hereinafter called "Bidder") a corporation/ a partnership. or an individual doing business as: Asago Construction.

TO the **Hidalgo County – Precinct No. 1** (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of Road & Drainage Improvements - Mile 2 1/2 East having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies: and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is part.

Bidder hereby agrees to commence work under this contract on or about date to be specified in written "Notice to Proceed" of the owner and to fully complete the project within 150 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of $250.00 for each consecutive calendar day thereafter as herein after provided in Paragraph 19 of the General Conditions.

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM:

Addendum # 1 on 10/17/2016

*Insert corporation. partnership or individual as applicable.

Bidder agrees to perform all of the Road and Drainage Construction work described in the specifications and shown on plans. for the following unit prices:

ITEM NO.	ITEM DESCRIPTION		UNIT	UNIT QTY.	UNIT PRICE IN FIGURES (1)	TOTAL FIGURES
	Hidalgo County Precinct No. 1- Mile 2 ½ East Road (between Mile 3 North and Mile 4 North, Mercedes, Texas)					
1-1	Mobilization. Bonds and Insurance (not to exceed 3% of Total Bid) and project signage.		LS	1	$3,000.00	$3,000.00
1-2	Traffic Control Plan signed and sealed by a professional engineer licensed in Texas		LS	1	$3,000.00	$3,000.00
1-3	Excavate and haul away for reclamation 2-inch deep Asphalt wear surface and 4-inches of Caliche base. Note base is 4 feet wider than wear surface. Treat existing sub base with 2% lime and compact to achieve proposed sub base.		SY	14,080	$1.00	$14,080.00
1-4	Install Biaxial Geogrid #1200 material over Sub Base.		SY	14,080	$1.25	$17,600.00
1-5	Furnish and Install 6-inch deep compacted Caliche Base course. Note this Base Course is Four (4) Feet wider than the Asphalt Wear Course (Two (2) Feet wider on each side of the road) to provide a stable shoulder.		SY	14,080	$4.25	$59,840.00
1-6	Furnish and Apply a 1.5% Lime Treatment to the Caliche Base Material.		SY	14,080	$1.75	$24,640.00
1-7	Furnish and Apply a Prime Coat (MC-30) (0.2 GAL/SY) Asphaltic material on Caliche Base surface.		SY	11,733.33	$1.00	$11,733.33
1-8	Furnish. Install and Roll a 2-inch deep HMAC Type "D" Asphalt wear surface.		SY	11,733.33	$7.50	$87,999.98
1-9	Install pavement marking and lines.		SY	11,733.33	$0.60	$7,040.00
1-10	Regrade Roadside Ditches		LF	10,560	$0.50	$5,280.00
		Hidalgo County Precinct No.1 – Mile 2 ½ East TOTAL BASE BID:				$234,213.30

TOTAL BASE BID: $ 234,213.30

(words) Two Hundred Thirty Four Thousand Two Hundred Thirteen Dollars and Thirty Cents

(AMOUNTS ARE TO BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN)

The above unit price shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond, or Bonds as required by Paragraph 29 of the General Conditions. The bid security attached in the sum of
$ 5% of bid .

($ _____) is to become the property of the Owner in the event that contract and the bond are not executed within the time above set forth, as liquidated damages for the delay and additional expenses to the owner caused thereby.

Respectfully submitted:

By: _____
(Title) Member

2113 Pecos St., Mission, TX 78572
(Business Address and Zip Code)

(SEAL – if bid is by a corporation)

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 Asago, LLC dba Asago Construction (hereinafter called the Principal(s)), as Principal(s), and Hartford Fire Insurance 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 Two Hundred Thirty-Four Thousand Two Hundred Thirteen, 30/100 Dollars ($ 234,213.30) 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 1st day of November, 20 16, for the Hidalgo County Precinct No. 1 - FEMA Road Drainage Improv - Mile 2 1/2 East Road 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 1st day of NOVEMBER, A.D., 20 16.

Asago, LLC dba Asago Construction
PRINCIPAL

ATTEST:

(Principal) Secretary
(Seal)

Signature

Anita Villarreal
Witness as to Principal

Raul Iglesias
Print/Type Name

2113 Pecos St., Mission, TX 78572
Address

2113 Pecos St., Mission, TX 78572
Address

ATTEST:

Hartford Fire Insurance Company
Surety

(Surety) Secretary
(Seal)

Attorney-in-Fact (Signature)

Phil Young
Witness as to Surety

Andy Alvarez
Print/Type Name

400 W. Expressway 83, San Juan, TX 78589
Address

400 W. Expressway 83, San Juan, TX 78589
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.

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 Asago, LLC, dba Asago Construction (hereinafter called the Principal(s), as Principal (s), and Hartford Fire Insurance 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 Two Hundred Thirty-Four Thousand Two Hundred Thirteen. 30/100 Dollars ($ 234,213.30) 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 1st day of November, 2016 for the Hidalgo Cty Pct # 1 - Fema Road Drainage Improvements - Mile 2 1/2 East Road 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 1st day of November, A.D., 2016.

Asago, LLC dba Asago Construction
PRINCIPAL

ATTEST:

(Principal) Secretary
(Seal)

Signature

PERFORMANCE BOND CONTINUED:

Anita Villarreal
Witness as to Principal

2113 Pecos St., Mission, TX 78572
Address

ATTEST:

(Surety Secretary

Phil Young
Witness as to Surety

400 W. Expressway 83, San Juan, TX 78589
Address

Raul Iglesias
Print/Type Name

2113 Pecos St., Mission, TX 78572
Address

Hartford Fire Insurance Company
Surety

Attorney-in-Fact (Signature)

Andy Alvarez
Print/Type Name

400 W. Expressway 83, San Juan, TX 78589
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.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call Hartford Insurance Group at the toll free telephone number for information or to make a complaint at:

1-800-392-7805

You may also write to The Hartford:

The Hartford
Hartford Financial Products
2 Park Avenue, 5th Floor
New York, New York 10016
1-212-277-0400

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
Fax Number (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for your information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja.

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de The Hartford Insurance Group para informacion o para someter una queja al

1-800-392-7805

Usted tambien puede escribir a The Hartford.

The Hartford
Hartford Financial Products
2 Park Avenue, 5th Floor
New York, New York 10016
1-212-277-0400

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
Fax Number (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con su agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Bond # 65BCSHN0593

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
Bond T-4
One Hartford Plaza
Hartford, Connecticut 06155
call: **888-266-3488** *or fax:* **860-757-5835)**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code:** 65-813646

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Andy Alvarez, Phil Young, Dewey Young of SAN JUAN, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

CERTIFICATE

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of November 1st, 2016

Signed and sealed at the City of Hartford.

Gary W. Stumper, Vice President

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
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AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

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1420 King Street, Alexandria, VA 22314

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1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of
items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified perfomance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified 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 14.02 C.1 Replace **"Ten days"** with **"Thirty days"** to read as follows: Thirty days after presentation of the Application for Payment to OWNER with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER TO CONTRACTOR.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

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.

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

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

Sect. Name
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: R.S. 161, sec. 2, 48 Stat. 848; Reorg. Plan No. 14, of 1950, 64 Stat. 1267; 5 U.S.C. 301; 40 U.S.C. 276c.
Source: 29 FR 97, Jan. 4, 1964, unless otherwise noted.

29 CFR 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.

29 CFR 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 types, 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, 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 United States includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly 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 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 instrumentalities 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 instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

29 CFR 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 this part 3 and part 5 of this chapter during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, ``Statement of Compliance", or on an identical form on the back of WH 347, ``Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 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 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982]

29 CFR 3.4 - Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.
(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer 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.
(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

29 CFR 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.
(j) 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 Sec. 516.25(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 property 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 furnished 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 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.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

29 CFR 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 Sec. 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.

29 CFR 3.7 - Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under Sec. 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 1 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 Sec. 3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 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 thereby, 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.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

29 CFR 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 Sec. 3.6; and shall notify the applicant in writing of his decision.

29 CFR 3.9 - Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.

29 CFR 3.10 - Methods of payment of wages.

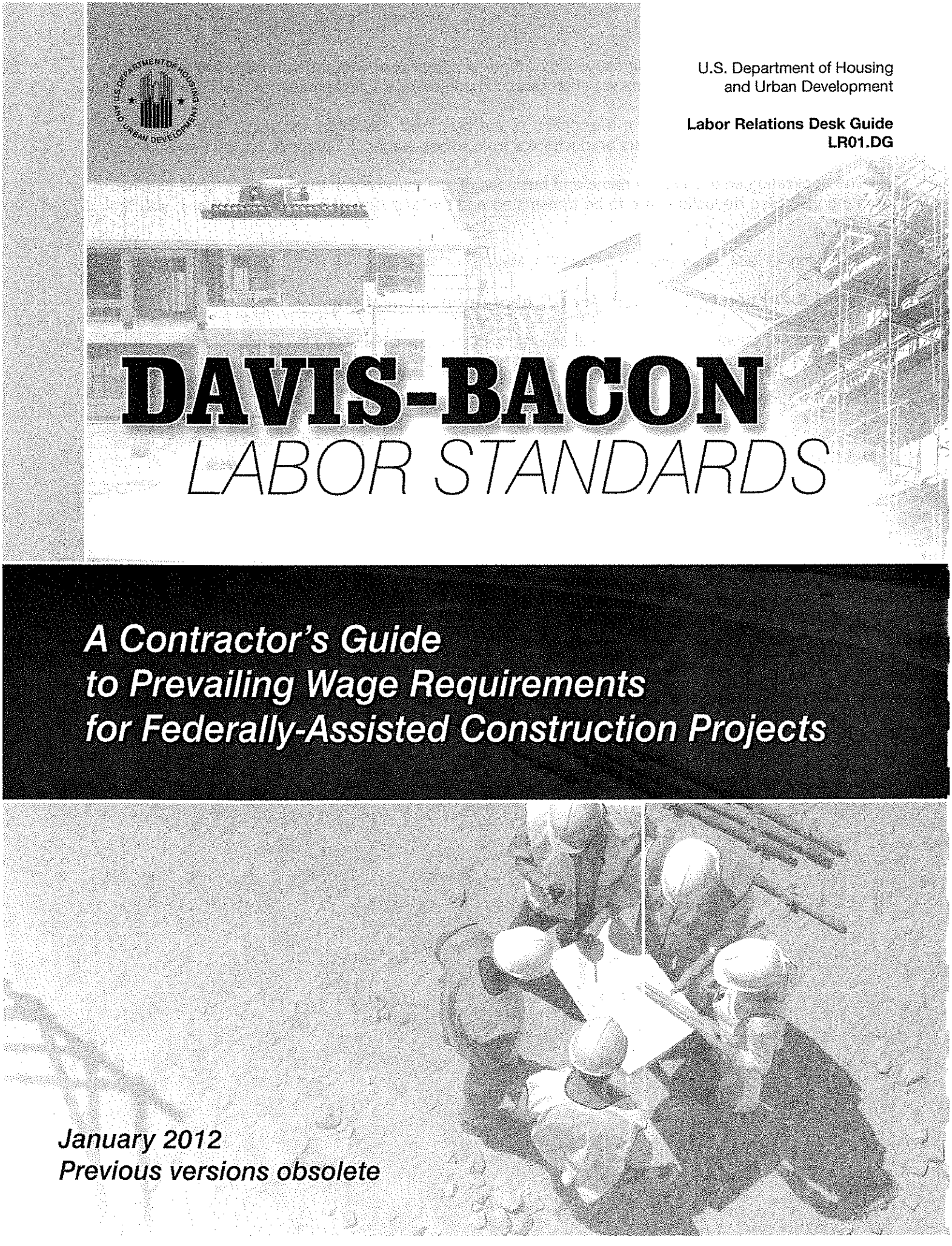
The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

29 CFR 3.11 - Regulations part of contract.

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 Sec. 5.5(a) of this subtitle.

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	DT OR ST	(4) DAY AND DATE / HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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			O											
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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 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.: 1235-0008
Expires: 01/31/2015

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
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Public Burden Statement

We estimate that is 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.

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subpara-

graph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EMPLOYEE RIGHTS
UNDER THE DAVIS-BACON ACT
FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES — You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME — You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT — Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES — Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY — If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.

For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WHD U.S. Wage and Hour Division

WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321(Revised April 2009)

DERECHOS DEL EMPLEADO
BAJO LA LEY DAVIS-BACON
PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

SALARIOS PREVALECIENTES
No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO
Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO
Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES
Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO
Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.

Para obtener información adicional:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WWW.WAGEHOUR.DOL.GOV

WHD U.S. Wage and Hour Division

Equal Employment Opportunity is THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN
Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES
Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION
Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX
In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES
Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

La igualdad de oportunidades de empleo es

LA LEY

Empleadores privados, gobiernos locales y estatales, instituciones educativas, agencias de empleo y organizaciones de trabajo

Los postulantes y empleados de la mayoría de los empleadores privados, los gobiernos locales y estatales, las instituciones educativas, las agencias de empleo y las organizaciones de trabajo están protegidos por la ley federal contra la discriminación en función de:

RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA
El Título VII de la Ley de Derechos Civiles (Civil Rights Act) de 1964, con sus modificaciones, protege a los postulantes y a los empleados contra la discriminación en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo, en función de raza, color, religión, sexo (incluidas las embarazadas) o procedencia. La discriminación religiosa se refiere a la falta de adaptación razonable a las prácticas religiosas de un empleado, siempre y cuando dicha adaptación no provoque una dificultad económica desmedida para la compañía.

DISCAPACIDAD
Los Títulos I y V de la Ley de Estadounidenses con Discapacidades (Americans with Disabilities Act) de 1990, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía.

EDAD
La Ley contra la Discriminación Laboral por Edad (Age Discrimination in Employment Act) de 1967, con sus modificaciones, protege a los postulantes y empleados de 40 años o más contra la discriminación por cuestiones de edad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo.

SEXO (SALARIOS)
Además de lo establecido en el Título VII de la Ley de Derechos Civiles, con sus modificaciones, la Ley de Igualdad en las Remuneraciones (Equal Pay Act) de 1963, con sus modificaciones, también prohíbe la discriminación sexual en el pago de los salarios a las mujeres y los hombres que realicen básicamente el mismo trabajo, en empleos que requieran las mismas habilidades, esfuerzo y responsabilidad, en condiciones laborales similares, en el mismo establecimiento.

GENÉTICA
El Título II de la Ley de No Discriminación por Información Genética (Genetic Information Nondiscrimination Act, GINA) de 2008 protege a los postulantes y empleados contra la discriminación basada en la información genética en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La GINA también limita la adquisición de información genética por parte de los empleadores y condiciona de manera estricta su divulgación. La información genética incluye las pruebas genéticas de los postulantes, empleados o integrantes de sus familias, la manifestación de enfermedades o trastornos de los miembros de la familia (historia médica familiar) y las solicitudes o la recepción de servicios genéticos por parte de los postulantes, empleados o integrantes de sus familias.

REPRESALIAS
Todas estas leyes federales prohíben a las entidades cubiertas que tomen represalias en contra de una persona que presenta una cargo por discriminación, participa en un procedimiento por discriminación o que, de algún otro modo, se opone a una práctica laboral ilícita.

QUÉ DEBE HACER SI CONSIDERA QUE ES VÍCTIMA DE LA DISCRIMINACIÓN
Existen plazos estrictos para presentar cargos por discriminación laboral. A fin de preservar la capacidad de la Comisión para la Igualdad de Oportunidades en el Empleo (Equal Employment Opportunity Commission, EEOC) de actuar en representación suya y proteger su derecho a iniciar una demanda privada si fuese necesario en última instancia, debe comunicarse con la EEOC apenas sospeche que se produjo un hecho de discriminación: Comisión para la Igualdad de Oportunidades en el Empleo de los Estados Unidos, 1-800-669-4000 (línea gratuita) o 1-800-669-6820 (línea gratuita TTY para las personas con problemas auditivos). Puede encontrar información sobre las sucursales de la EEOC en www.eeoc.gov o en la mayoría de las guías telefónicas en la sección Gobierno Federal o Gobierno de los Estados Unidos. También puede obtener información adicional sobre la EEOC, incluso cómo presentar un cargo, en www.eeoc.gov.

Empleadores que tengan contratos o subcontratos con el gobierno federal

Los postulantes y empleados de las compañías que tengan un contrato o subcontrato con el gobierno federal están protegidos por la ley federal contra la discriminación en función de:

RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA
El Decreto Ejecutivo 11246, con sus modificaciones, prohíbe la discriminación en el trabajo en función de raza, color, religión, sexo o procedencia y exige que se implementen acciones afirmativas para garantizar la igualdad de oportunidades en todos los aspectos laborales.

PERSONAS CON DISCAPACIDADES
La Sección 503 de la Ley de Rehabilitación *(Rehabilitation Act)* de 1973, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía. La Sección 503 también exige que los contratistas federales implementen acciones afirmativas para emplear y avanzar en el empleo de personas idóneas con discapacidades en todos los niveles laborales, incluido el nivel ejecutivo.

VETERANOS DISCAPACITADOS, RECIÉN RETIRADOS, BAJO PROTECCIÓN Y CON MEDALLA POR SERVICIO A LAS FUERZAS ARMADAS
La Ley de Asistencia a la Readaptación de Veteranos de Vietnam *(Vietnam Era Veterans' Readjustment Assistance Act)* de 1974, con sus modificaciones, 38 U.S.C. 4212, prohíbe la discriminación laboral y exige que se implementen acciones afirmativas para emplear y avanzar en el empleo de los veteranos discapacitados, recién retirados (en el plazo de los tres años posteriores a la baja o al cese del servicio activo), otros veteranos bajo protección (los veteranos que prestaron servicio durante una guerra o en una campaña o expedición para la cual se les autorizó una insignia de campaña) y los veteranos con medalla por servicio a las Fuerzas Armadas (aquellos que durante el servicio activo, participaron en una operación militar de los Estados Unidos por la cual se los reconoció con una medalla por servicio a las Fuerzas Armadas).

REPRESALIAS
Quedan prohibidas las represalias contra una persona que presenta una demanda por discriminación, participa en un procedimiento de la Oficina de Programas de Cumplimiento de Contratos Federales (*Office of Federal Contract Compliance Programs*, OFCCP) o que se oponga, de algún otro modo, a la discriminación según estas leyes federales.

Toda persona que considere que un contratista violó sus obligaciones de acción afirmativa o no discriminación según las autoridades mencionadas anteriormente debe comunicarse de inmediato con:

La Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP), Departamento de Trabajo de los Estados Unidos, 200 Constitution Avenue, N.W., Washington, D.C. 20210, teléfono 1-800-397-6251 (línea gratuita) o (202) 693-1337 (línea TTY). También puede enviar un mensaje de correo electrónico a la OFCCP (OFCCP-Public@dol.gov) o bien, llamar a una de sus oficinas regionales o del distrito, las cuales aparecen en la mayoría de las guías telefónicas en la sección Gobierno de los Estados Unidos, Departamento de Trabajo.

Programas o actividades que reciben asistencia financiera federal

RAZA, COLOR, PROCEDENCIA, SEXO
Además de las protecciones establecidas en el Título VII de la Ley de Derechos Civiles de 1964 y sus modificaciones, el Título VI de dicha ley, con sus modificaciones, prohíbe la discriminación por raza, color o procedencia en los programas o las actividades que reciban asistencia financiera federal. La discriminación laboral está cubierta por el Título VI si el objetivo principal de la asistencia financiera es brindar empleo, o si la discriminación laboral provoca o puede provocar discriminación cuando se proporcionan los servicios de dichos programas. El Título IX de las Reformas Educativas de 1972 prohíbe la discriminación laboral según el sexo en los programas o las actividades educativas que reciben asistencia financiera federal.

PERSONAS CON DISCAPACIDADES
La Sección 504 de la Ley de Rehabilitación de 1973, con sus modificaciones, prohíbe la discriminación laboral por discapacidad en cualquier programa o actividad que reciba asistencia financiera federal. Queda prohibida la discriminación en todos los aspectos laborales contra las personas discapacitadas que, con o sin adaptaciones razonables, pueden desempeñar las funciones esenciales del trabajo.

Si cree que ha sido víctima de discriminación en algún programa de una institución que reciba asistencia financiera federal, debe comunicarse de inmediato con la agencia federal que brinda dicha asistencia.

EMPLOYEE RIGHTS AND RESPONSIBILITIES
UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement
FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements
Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections
During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements
Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition
A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave
An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave
Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities
Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities
Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers
FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement
An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.

EMPLOYEE RIGHTS
UNDER THE FAIR LABOR STANDARDS ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

FEDERAL MINIMUM WAGE
$7.25 PER HOUR
BEGINNING JULY 24, 2009

OVERTIME PAY

At least 1½ times your regular rate of pay for all hours worked over 40 in a workweek.

CHILD LABOR

An employee must be at least **16** years old to work in most non-farm jobs and at least **18** to work in non-farm jobs declared hazardous by the Secretary of Labor.

Youths **14** and **15** years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs under the following conditions:

No more than
- **3** hours on a school day or **18** hours in a school week;
- **8** hours on a non-school day or **40** hours in a non-school week.

Also, work may not begin before **7 a.m.** or end after **7 p.m.**, except from June 1 through Labor Day, when evening hours are extended to **9 p.m.** Different rules apply in agricultural employment.

TIP CREDIT

Employers of "tipped employees" must pay a cash wage of at least $2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee's tips combined with the employer's cash wage of at least $2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference. Certain other conditions must also be met.

ENFORCEMENT

The Department of Labor may recover back wages either administratively or through court action, for the employees that have been underpaid in violation of the law. Violations may result in civil or criminal action.

Employers may be assessed civil money penalties of up to $1,100 for each willful or repeated violation of the minimum wage or overtime pay provisions of the law and up to $11,000 for each employee who is the subject of a violation of the Act's child labor provisions. In addition, a civil money penalty of up to $50,000 may be assessed for each child labor violation that causes the death or serious injury of any minor employee, and such assessments may be doubled, up to $100,000, when the violations are determined to be willful or repeated. The law also prohibits discriminating against or discharging workers who file a complaint or participate in any proceeding under the Act.

ADDITIONAL INFORMATION

- Certain occupations and establishments are exempt from the minimum wage and/or overtime pay provisions.
- Special provisions apply to workers in American Samoa and the Commonwealth of the Northern Mariana Islands.
- Some state laws provide greater employee protections; employers must comply with both.
- The law requires employers to display this poster where employees can readily see it.
- Employees under 20 years of age may be paid $4.25 per hour during their first 90 consecutive calendar days of employment with an employer.
- Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.

For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WHD U.S. Wage and Hour Division

WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division

WHD Publication 1088 (Revised July 2009)

DERECHOS DEL EMPLEADO
BAJO LA LEY DE NORMAS JUSTAS DE TRABAJO

SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

SALARIO MÍNIMO FEDERAL
$7.25 POR HORA

A PARTIR DEL 24 DE JULIO DE 2009

PAGO DE SOBRETIEMPO

Por lo menos tiempo y medio (1½) de su tasa regular de pago por todas las horas trabajadas en exceso de 40 en una semana laboral.

EMPLEO DE MENORES DE EDAD

El empleado ha de tener por lo menos **16** años de edad para trabajar en la mayoría de los trabajos no agrícolas y por lo menos tener **18** años para trabajar en trabajos no agrícolas declarados arriesgados por el/la Secretario(a) de Trabajo.

Jóvenes de **14** y **15** años de edad pueden trabajar fuera de horas escolares en varios trabajos que no sean en fabricación, minería, o arriesgados, bajo las siguientes condiciones:

No más de
- **3** horas en un día escolar o **18** horas en una semana escolar;
- **8** horas en un día no escolar o **40** horas en una semana no escolar.

Además, el trabajo no puede empezar antes de las **7 de la mañana** o terminar después de las **7 de la tarde** salvo del primero de junio hasta el Día de Labor, cuando las horas de la tarde se extienden hasta las **9 de la noche.** Se aplican reglas distintas al empleo agrícola.

CRÉDITO POR PROPINAS

Empresarios de empleados que reciben propinas han de pagar un salario en efectivo de por lo menos $2.13 por hora si declaran un crédito por propina contra sus obligaciones hacia el salario mínimo. Si las propinas del empleado combinadas con el salario en efectivo que paga el empresario de por lo menos $2.13 por hora no equivalen al salario mínimo por hora, el empresario ha de suplir la diferencia. También se tiene que cumplir con otras condiciones.

CUMPLIMIENTO

El Departamento de Trabajo puede recuperar salarios atrasados administrativamente o mediante acción legal en los tribunales, para empleados a los cuales se les haya pagado por debajo y en violación de la ley.

A los empresarios se les puede imponer penas pecuniarias civiles de hasta $1,100 por cada infracción intencional o repetida de las provisiones de la ley del pago del salario mínimo y del pago de sobretiempo y hasta $11,000 por cada empleado que sea empleado en violación de las provisiones de la ley sobre el empleo de menores. Adicionalmente, se puede imponer una pena pecuniaria civil de hasta $50,000 por cada infracción de las provisiones sobre el empleo de menores si causa la muerte o una lesión seria de un empleado menor de edad, y se pueden doblar dichas avaluaciones, hasta $100,000, cuando se determinan que las infracciones son intencionales o repetidas. La ley también prohibe la discriminación o el despido del trabajador por haber presentado una denuncia o por participar en cualquier procedimiento bajo la Ley.

INFORMACIÓN ADICIONAL

- Ciertas ocupaciones y ciertos establecimientos están exentos de las provisiones de pago de salario mínimo y de sobretiempo.
- Se aplican provisiones especiales a trabajadores de Samoa Americana y de la Comunidad de las Islas Marianas del Norte.
- Algunas leyes estatales proveen más protecciones al empleado; el empresario ha de cumplir con ambas.
- La ley exige que los empresarios pongan este cartel donde los empleados lo puedan ver fácilmente.
- A los empleados menores de 20 años de edad se les puede pagar menos de $4.25 por hora durante los primeros 90 días civiles consecutivos de empleo con un empresario.
- Se les puede pagar menos del salario mínimo bajo ciertos certificados especiales emitidos por el Departamento de Trabajo a ciertos estudiantes de tiempo completo, estudiantes aprendices y a trabajadores con impedimentos.

Para información adicional:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WHD U.S. Wage and Hour Division

WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division

WHD 1088SPA (Revised July 2009)

CHANGE ORDER NUMBER ONE(1)

Project: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____

OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

SAMPLE

You ar directed to make the following ch[illegible]es in the [illegible]uments.

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/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: _____
From: _____ (OWNER)
Contract: _____ (CONTRACTOR)
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 Payment	
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	

Accompanying Documentation:

SAMPLE

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through __2__ inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date _____

_____
CONTRACTOR

By: _____

State of _____
County of _____
Subscribed and sworn to before me this _____
day of _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

_____
ENGINEER

By: _____

Exhibit E-C

Estimate Quantity Update Worksheet Date:

Colonia:
Roadway:
Control:
Project No:
County:
Est. No: 1

Contractor:
Contract Price:
Work Done this Mo.:
% Complete: #DIV/0!

Date Began: ?
Contract Time: 120
Time Charged: 90
% Time Used: 75.00%

Work Type: Paving & Drainage
Limits:
From:
To:

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE													
	(902) PRELIMINARY ENGINEERING													
	(903) CONSTRUCTION ENGINEERING													
	(904) RIGHT-OF-WAY													
	(905) ROADWAY CONSTRUCTION													
100	PREP ROW	Sta.	1.100	$1,800.00	$1,980.00	.000	.000	$0.00		0	$0.00		0	0.00
110	BACKFILL (TY A)	Sta.	1.000	$600.00	$600.00	.00	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	$2,128.0	.0	0	$0.00		0	$0.00		0	0.00
260	LIME (TY A SLURRY) OR (TY B)	TON	1036.000	$2.00	$2,0	.0	0	$0.00		0	$0.00		0	0.00
260	LIME TREAT SUBGR (DC)(12")	SY	0.000	$6,000.00	$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	$0.0	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	$0	0.000	0	$0.00		0	$0.00		0	0.00
310	ASPH MATRL (MC-30)	GAL	246.7		$	0.000	0	$0.00		0	$0.00		0	0.00
500	MOBILIZATION	LS	1.000	$3,	$	0.000	0	$0.00		0	$0.00		0	0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1.000	$1,000	$0.00	0.000	0	$0.00		0	$0.00		0	0.00
529	CONC CURB AND GUTTER (TY A)(BARRIER)	LF	600.000	$7.5	$4,500.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY A)	EA	2.000		$600.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY F)	EA	2.000		$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	400.00	$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	140.00	$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	2	$3.50	$84.00	0.000	0	$0.00		0	$0.00		0	0.00
3146	HOT MIX (TY D)	TON	105.5	$34.00	$3,587.00	0.000	0	$0.00		0	$0.00		0	0.00
5249	TEMP SEDMT CONT FENCE	LF	70.000	$3.00	$210.00	0.000	0	$0.00		0	$0.00		0	0.00
							0			0	$0.00		0	0.00
	(906) DRAINAGE													
464	RC PIPE (CL III)(18")	LF	404.000	$25.00	$10,100.00	0.000	0	$0.00		0	$0.00		0	0.00
464	RC PIPE (CL III)(24")	LF	120.000	$30.00	$3,600.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY A)	EA	2.000	$2,000.00	$4,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY C)	EA	2.000	$1,500.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	MANH (COMPL)(TYM)	EA	1.000	$2,000.00	$2,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET EXT.	EA	2.000	$700.00	$1,400.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(18")(RCP)(1:6)	EA	4.000	$550.00	$2,200.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(24")(RCP)(1:6)	EA	1.000	$650.00	$650.00	0.000	0	$0.00		0	$0.00		0	0.00

Monthly Totals:	$0.00	$0.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	$0.00	$0.00	0.00
Drainage (906):	$0.00	$0.00	0.00

Total to Date

Roadway (905):	$0.00
Drainage (906):	$0.00
Total	$0.00

Prepared and Checked By: Signature: _____ Date: _____
Printed Name:

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No.: _____
Application Date: _____
Period To: _____
Engineer Firm: _____

SAMPLE

Summary													
CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Exhibit E-E

Exhibit E-E

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE

ASAGO CONSTRUCTION
"QUALITY AND SERVICE"

RAUL IGLESIAS
Manger

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956)607-0741 office
(956)585-7040 fax
iglesias@hiline.net

October 1, 2008

Mr. Javier Hinojosa, P.E.
Javier Hinojosa Engineering
4126 E. Dove Ave.
Mcallen, TX 78504

RE: Hidalgo County Colonia Access Program
Drainage and Paving Construction at El Sol Subdivision Unit # 1 & 2
Contract No.: C-CAP-08-021-7-01

Mr. Hinojosa:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

Rio Valley Pipe 7301 W. Exp. 83 Mission, TX 78572 (956)-584-5770

If you have any questions, please call me at (956) 607-0741

Best regards,
Raul Iglesias
Raul Iglesias, Manger

DRAFT

Exhibit E-H

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF_____

The undersigned contracted with _____
_____to furnish_____
in connection with certain improvements to real property located in_____
County, Texas, and owned by_____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No _____in the amount of_____
_____DOLLAR($_____)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

_____
CONTRACTOR

BY:_____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the_____day of_____,20__to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

Exhibit E-I

CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance (form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON _____ DAY OF _____ ,20____A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: _____
OWNER: _____
CONSTRUCTION CONTRACTOR: _____
OF THE CITY OF _____ STATE OF _____

PROJECT DESCRIPTION

CONSTRUCTION OF _____

CONTRACT NO: _____
Located in or near the City/Precinct Of _____

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

   _____

2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract _____
   Present Amount of Contract _____
   Total Amount of earned to Date _____
   Less: previous payments _____
   Balance _____
   Authorized deductions _____
   AMOUNTY OF FINAL PAYMENT _____

6. That the final payment in the amount of _____

_____ is now due and payable.

_____
Engineer's Signature & License #

CONCURRED BY:

_____
Contractor's Name

By:_____

Title: _____

CONCURRED BY:

_____
City/Precinct

By:_____

Title: _____

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Form L

Contractor Name

Starting Date

Project Ending Date

Engineer's / County Project Description

Application No.:

Application Date:

Period To:

Engineer's / County Project No.:

No.	Item Code	Description	Unit	Original Schedule Value			Revised Rates	Value		First Month			Second Month			Third Month				Balance To Finish	
				Original Rates	Quan	Dollars		Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		(905) ROADWAY																			
1	100	Preparation of Right-of-Way	Sta	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
2	152	6" Road Grader Work(Dens Cont.) Subgrade	SY	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
3	247	6" FL BS(Compt in Place)	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	Drwys (Asph Conc Pav) (PRB)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
12	247	Drwys Flexible Base	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
13	555	8" Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
14	556	18" RCP Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
15	465	Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
16	465	Concrete Manhole	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
17		15" R.C.P.	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
18		Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
19		Manhole	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
20		6.0" Valley Gutter	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
		Total Drainage				-						-			-			-	-		
		TOTAL BASE AMOUNTS:				-			-			-			-			-	-	0.0	0.0

Print Name

Date

Signature

Exhibit E-D

CONSTRUCTION IDENTIFICATION SIGN:

Size, 4' – 0" X 8' – 0"
Letters to be brown with beige background

Construction Identification Signs To Be Erected Prior To Beginning of Actual Construction

Wood for Signs Shall Be ¾" Waterproofing Resin Bonded Exterior Grade Plywood (Douglas Fir Plywood Association of Equal)

Payment for Furnishing, Erecting, Maintenance and Removing Construction Identification Signs Will Not Be made Directly. Such Costs Shall be Included in the Overall Bid Submitted.

To Be Erected as Indicated on title Sheet.

HIDALGO PRECINCT NO. 1
A.C. CUELLAR, Jr., Commissioner

HIDALGO COUNTY PRECINCT NO. 1-
FEMA Road Drainage Improvements Work Authorization No.3: Mile 2 ½ East Road (between Mile 3 North and Mile 4 North, Mercedes, Texas)

COUNTY OFFICIALS

COUNTY JUDGE	RAMON GARCIA
COMMISSIONER PCT. #1	A.C. CUELLAR, Jr.
COMMISSIONER PCT. #2	EDDIE CANTU
COMMISSIONER PCT. #3	JOE FLORES
COMMISSIONER PCT. #4	JOSEPH PALACIOS

CONTRACTOR

ENGINEER

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363
Texas Registered Engineering Firm F-11722

Hidalgo County Precinct No. 1
FEMA Road Drainage Improvements Work Authorization No.3:
Mile 2 ½ East Road (between Mile 3 North and Mile 4 North, Mercedes, Texas)
Hidalgo County, Texas

Technical Specifications

SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

01010	Scope of Work	1
01110	Summary of Work	1
01145	Use of Premises	3
01321	Construction Photography	2
01330	Submittal Procedures	4
01410	TPDES Requirements	3
01454	Testing Laboratory Services	3
01502	Mobilization	1
01504	Temporary Facilities and Controls	8
01555	Traffic Control and Regulation	1
01570	Storm Water Pollution Control	11
01572	Source Controls for Erosion and Sedimentation	4
01573	Filter Fabric Fence	3
01575	Stabilized Construction Exit	3
01576	Waste Material Disposal	1
01578	Control of Ground Water and Surface Water	4
01720	Project Record Documents	2

DIVISION 2 – SITE WORK

02040	Seeding for Erosion Control	2
02200	Earthwork & Site Grading	4
02233	Clearing and Grubbing	2
02270	Soil Erosion and Sediment Control	3
02316	Excavation and Backfill for Structures	7
02330	Embankment	3
02580	Pavement Marking	2
02738	Lime Slurry	5
02739	Lime Treatment	9
02741	Asphaltic Concrete Pavement	6
02742	Prime Coat	4
02743	Tack Coat	3
02746	Geogrid	4
02920	Topsoiling and Finished Grading	2

END OF DOCUMENT

Division 1
General Requirements

SECTION 01010

SCOPE OF WORK

This Scope of Work and any accompanying drawings are intended as a guide to the Contractor in identifying the work to be accomplished in completing this project. This Scope of Work may not be all inclusive and the Contractor shall be responsible for providing all supervision, labor, materials, equipment, direction, and coordination necessary to perform and totally complete the work in conformance with the drawings and specifications. If an "or equal" substitution is made for any of the recommended items shown in the specifications or drawings, the Contractor shall be responsible for providing all the necessary physical modifications to fully accommodate the substitution at no change in contract price.

PART 1. GENERAL

1.01 CIVIL

A. Provide all civil work per specifications and drawings – Drainage improvements to Mile 2 ½ East Road between Mile 3 North and Mile 4 North, Mercedes, Texas.

1.02 PIPING

A. Not Applicable.

1.03 CONSTRUCTION RECORD DRAWINGS

A. The Contractor shall maintain a complete master set of construction "red-line" drawings to document any field changes to the "Issued for Construction" drawing set which shall accurately depict the "As-Built" construction of the road. Following completion, this drawing set shall be turned over to the Engineer for updating the Record "As-Built" drawings.

B. Any drawings and documentation which are to be supplied by the Contractor, shall be updated to accurately depict the "As-Built" construction of the road and turned over to the Engineer following completion of the project. These items shall be certified by the Contractor's Project Manager as accurate and complete.

1.04 SUBCONTRACTOR COORDINATION

The Contractor shall be responsible for coordination of the work between his various subcontractors to prevent conflicts and schedule interruptions.

1.05 SAFETY REQUIREMENTS

A. The Contractor shall provide all safety equipment required by his employees to meet Occupational Safety and Health Administration (OSHA) safety requirements.

END OF SECTION 01010

Section 01110

SUMMARY OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Summary of the Work including work by Owner, Owner furnished products, Work sequence, future Work, Contractor use of Premises, and Owner occupancy.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

A. Work of the contract is for Mile 2 ½ East Road between Mile 3 North and Mile 4 North, Mercedes, Texas, drainage improvements.

1.03 CASH ALLOWANCES

A. Include the Cash Allowances shown in the Proposal, if any.

1.04 ALTERNATES

A. Include the Alternates shown in the Proposal, if any.

1.05 OWNER FURNISHED PRODUCTS

A. The Owner will furnish no products.

1.06 OWNER FURNISHED UTILITIES

A. The Owner will furnish no utilities.

1.07 WORK SEQUENCE

A. Work sequence will be the responsibility of the Contractor using good construction practices.

B. Coordination of the Work: Refer to Section 01312 – Coordination and Meetings.

1.08 CONTRACTOR USE OF PREMISES

A. Comply with procedures for access to the site and Contractor's use of rights-of-way as specified in Section 01145 - Use of Premises.

B. Construction Operations: Limited to Owner's rights-of-way provided by Owner.

C. Utility Outages and Shutdown: Provide notification to the Owner and private utility companies (when applicable) a minimum of 48 hours, excluding weekends and holidays, in advance of required utility shutdown. Coordinate all work as required.

1.09 WARRANTY

A. Comply with warranty requirements in accordance with Document 00700 - General Conditions.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

Section 01145

USE OF PREMISES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Section includes general use of the site including properties inside and outside of rights-of-way, work affecting road, ramps, streets and driveways and notification to adjacent occupants.

1.02 RIGHTS-OF-WAY

A. Confine access and operations and storage areas to rights-of-way provided by Owner as stipulated in Document 00700 - General Conditions; trespassing on abutting lands or other lands in the area is not allowed.

B. Contractor may make arrangements, at Contractor's cost, for temporary use of private properties, in which case Contractor and Contractor's surety shall indemnify and hold harmless the Owner against claims or demands arising from such use of properties outside of rights-of-way.

C. Restrict total length which materials may be distributed along the route of the construction at any one time to 1,000 linear feet unless otherwise approved in writing by Resident Project Representative.

1.03 PROPERTIES OUTSIDE OF RIGHTS-OF-WAY

A. Altering the condition of properties adjacent to and along rights-of-way will not be permitted.

B. Means, methods, techniques, sequences, or procedures which will result in damage to properties or improvements in the vicinity outside of rights-of-way will not be permitted.

C. Any damage to properties outside of rights-of-ways shall be repaired or replaced to the satisfaction of the Resident Project Representative and at no cost to the Owner.

1.04 USE OF SITE

A. Obtain approvals of governing authorities prior to impeding or closing public roads or streets. Do not close more than two consecutive intersections at one time.

B. Notify Resident Project Representative at least 48 hours prior to closing a street for a street crossing. Permission for street closures is required in advance and are the responsibility of the Contractor.

C. Maintain access for emergency vehicles including access to fire hydrants.

D. Avoid obstructing drainage ditches or inlets; when obstruction is unavoidable due to requirements of the Work, provide grading and temporary drainage structures to maintain unimpeded flow.

E. Locate and protect private lawn sprinkler systems which may exist on rights-of-ways within the site. Repair or replace damaged systems to condition equal to or better than that existing at start of Work at no separate payment.

F. Perform daily clean-up of dirt outside the construction zone, and debris, scrap materials, and other disposable items. Keep streets, driveways, and sidewalks clean of dirt, debris and scrap materials. Do not leave building, roads, streets or other construction areas unclean overnight.

1.05 NOTIFICATION TO ADJACENT OCCUPANTS

A. Notify individual occupants in areas to be effected by the Work of the proposed construction and time schedule. Notification shall be not less than 72 hours or more than 2 weeks prior to work being performed within 200 feet of the homes or businesses.

B. Include in notification names and telephone numbers of two company representatives for resident contact, who will be available on 24-hour call. Include precautions which will be taken to protect private property and identify potential access or utility inconvenience or disruption.

C. Consideration shall be given to the ethnicity of the neighborhood where English is not the dominant language. Notice shall be in an understandable language.

1.06 PUBLIC, TEMPORARY, AND CONSTRUCTION ROADS AND RAMPS

A. Construct and maintain temporary detours, ramps, and roads to provide for normal public traffic flow when use of public roads or streets is closed by necessities of the Work.

B. Provide mats or other means to prevent overloading or damage to existing roadways from tracked equipment or large or heavy trucks or equipment.

1.07 EXCAVATION IN STREETS AND DRIVEWAYS

A. Avoid needless hindering or inconveniencing public travel on a street or any intersecting alley or street for more than two blocks at any one time.

B. Remove surplus materials and debris and open each block for public use as work in that block is complete.

C. Acceptance of any portion of the Work will not be based on return of street to public use.

D. Avoid obstructing driveways or entrances to private property.

E. Provide temporary crossing or complete the excavation and backfill in one continuous operation to minimize the duration of obstruction when excavation is required across drives or entrances.

1.08 TRAFFIC CONTROL

A. Provide traffic control plan, traffic control, flagmen, signals, control devices, lights, traffic signals, barricades and signs in accordance with the State of Texas Manual on Uniform Traffic Control Devices.

1.09 SURFACE RESTORATION

A. Restore site to condition existing before construction to satisfaction of Resident Project Representative.

B. Repair paved area per the requirements of Section 02951 - Pavement Repair and Resurfacing.

C. Repair turf areas which become damaged, level with bank run sand conforming to Section 02317 - Excavation and Backfill for Utilities, or topsoil conforming to Section 02911 - Topsoil, as

approved by the Resident Project Representative and re-sod in accordance with Section 02922 - Sodding. Water and level newly sodded areas with adjoining turf using steel wheel rollers appropriate for sodding. Do not use spot sodding or sprigging.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

Section 01321

CONSTRUCTION PHOTOGRAPHS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Photographic requirements for construction photographs and submittals.

1.02 SUBMITTALS

A. Prints: Furnish 2 sets of 4-inch by 6-inch prints of each view and submit 1 print directly to the Engineer within 7 days of taking photographs. One print shall be retained by the Contractor in the field office at the Project site and available at all times for reference.

B. Extra Prints: When requested by the Engineer, the Contractor shall submit extra prints of photographs, with distribution directly to designated parties who will pay the costs for the extra prints directly to the photographer.

C. When required by individual sections, submit photographs taken prior to start of construction to show original site conditions.

D. When required by Contract Documents, submit photographs with monthly Pay Estimate.

E. Negatives: With each submittal, include photographic negatives, in protective envelopes, identified by Project name, Contractor, and date photographs were taken.

F. In lieu of negatives, Contractor may submit electronic files of digital photographs if using a digital camera, but must comply with Parts 1 and 2 of this section.

1.03 QUALITY ASSURANCE

A. Contractor shall be responsible for the timely execution of the photographs, their vantage point, and quality.

B. Photographs: Two prints; color, matte finish; 4 x 6 -inch size, mounted on 8-1/2 x 11- inch soft card stock, with left edge binding margin for three hole punch. Digital photos shall not be distorted to fit card stock.

PART 2 PRODUCTS

2.01 PRECONSTRUCTION PHOTOGRAPHS

A. Prior to the commencement of any construction, take 35 mm or digital color photographs of the site of the project and present two sets of prints to the Engineer for their use in contract administration and inspection. Subject matter of the photographs to be determined by the Engineer.

B. The photographs shall show on a non-reflective chalkboard readable in the photograph:

1. Job number.

2. Date and time photographs were taken.

3. Location and compass direction of the photograph, along with the project number.

4. Date shall be on negative (35mm) or on digital image.

5. Provide notation of vantage point marked for location and direction of shot, on a key plan of the site.

C. Sufficient number of photographs shall be taken to show the existence or non-existence of cracked paved surfaces and the condition of trees, shrubs, and grass.

D. Identify each photograph with an applied label or rubber stamp on the back with the following information:

1. Name of the Project.

2. Name and address of the photographer (if a professional photographer is used).

3. Name of the Contractor.

4. Date the photograph was taken.

5. Photographs shall be in plastic pockets and bound in three-ring notebook for easy access and viewing.

2.02 PROGRESS PHOTOGRAPHS

A. Take photographs of subject matter selected by Resident Project Representative at intervals, coinciding with the cutoff date associated with each application for payment. Select the vantage points for each shot each month to best show the status of construction and progress since the last photographs were taken.

1. Vantage Points: Follow direction by the Resident Project Representative to select vantage points. During each of the following construction phases take not less than 2 of the required shots from the same vantage point each time to create a time-lapse sequence.

2. Photos shall be submitted according to Paragraphs 1.03 B. and 2.01 B and D.

PART 3 E X E C U T I O N - Not Used

END OF SECTION

Section 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Submittal procedures for:

1. Project Record Documents.

2. Design Mixes.

1.02 SUBMITTAL PROCEDURES

A. Scheduling and Handling:

1. Schedule submittals well in advance of the need for the material or equipment for construction. Allow time to make delivery of material or equipment after submittal has been approved.

2. Develop a submittal schedule that allows sufficient time for initial review, correction, resubmission and final review of all submittals. The Engineer will review and return submittals to the Contractor as expeditiously as possible but the amount of time required for review will vary depending on the complexity and quantity of data submitted. In no case will a submittal schedule be acceptable which allows less than 30 days for initial review by the Engineer. This time for review shall in no way be justification for delays or additional compensation to the Contractor. Recognizing that time is of the essence, the Contractor is to stamp the top of each submittal with the words ROUTINE or CRITICAL. Routine submittals shall be processed in accordance with the timeframe set forth previously. Critical submittals are those that: were overlooked by the Contractor, involve complex coordination, or are crucial to the successful completion of a specific portion of the project. For critical submittals:

i. Contractor shall indicate on the submittal his realistically estimated date of when a review must be returned;

ii. Upon return of critical submittals, Contractor shall date-stamp the transmittal page with date and time received;

iii. Contractor is cautioned that the use of critical submittals is not a substitute for proper due diligence on his part. Review of critical submittals found to be routine shall be accompanied by an invoice for excess time and material expenditures that were required in order to complete the critical review as compared to a routine review. The Resident Project Representative shall make the determination as to whether a critical submittal was in fact routine.

3. The Engineer's review of submittals covers only general conformity to the Drawings, Specifications and dimensions which affect the layout. The Contractor is responsible for quantity determination. Quantities may be verified by the Engineer. The Contractor is responsible for any errors, omissions or deviations from the Contract requirements; review of submittals in no way relieves the Contractor from his obligation to furnish required items according to the Drawings and Specifications.

4. Submit sufficient copies of documents. Unless otherwise specified in the following paragraphs or in the Specifications, provide 6 copies in addition to the number the Contractor requires returned. For portions of the project involving electrical or signal components, provide one additional copy (7 copies in addition to the number the Contractor requires returned).

5. Revise and resubmit submittals as required. Identify all changes made since previous submittal.

6. A maximum of three (3) reviews will be conducted on any one submittal. Submittals requiring more than three (3) reviews will be considered inadequate and result in a recovery of review expenses from the Contractor.

7. The Contractor shall assume the risk for material or equipment which is fabricated or delivered prior to approval. No material or equipment shall be incorporated into the Work or included in periodic progress payments until approval has been obtained in the specified manner.

B. Transmittal Form and Numbering:

1. Transmit each submittal to the Engineer with a Transmittal Cover.

2. Sequentially number each transmittal form beginning with the number 1. Re-submittals shall use the original number with an alphabetic suffix (i.e., 2A for first re-submittal of Submittal 2 or 15C for third re-submittal of Submittal 15). Each submittal shall only contain one type of work, material, or equipment. Mixed submittals will not be accepted.

3. Identify time nature of submittal, either ROUTINE or CRITICAL.

4. Identify variations from requirements of Contract Documents and identify product or system limitations.

5. For submittal numbering of video tapes, see paragraph 1.10 Video.

C. Transmittal Cover:

1. Transmittal Cover, certifying that the items have been reviewed in detail and are correct and in accordance with Contract Documents, except as noted by any requested variance. A stamp may be used to print the information on the Transmittal Cover except for the Contractor's signature. Regardless of whether the transmittal cover is typed or stamped, the transmittal cover text shall be a minimum of fourteen (14) point.

2. As a minimum, Transmittal Cover information shall include:

   a. Contractor's name.
   b. Job number.
   c. Submittal number.
   d. Certification statement that the Contractor has reviewed the submittal and it is in compliance with the Contract Documents.
   e. Signature line for Contractor.
   f. Submittal type – routine or critical

3. The bottom half of the Transmittal Cover shall be kept blank.

1.03 PROJECT RECORD DOCUMENTS

A. Submit Project Record Documents to the Engineer.

1.04 DESIGN MIXES

A. When specified in Specifications, submit design mixes for review.

B. Transmittal Cover, as described in paragraph 1.02C, shall be placed on front page of each design mix.

C. Mark each design mix to identify proportions, gradations, and additives for each class and type of design mix submitted. Include applicable test results on samples for each mix.

D. Maintain a copy of approved design mixes at mixing plant.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N

A. Submittals made as part of this project will become a vital portion of the project record and will be referenced by the Owner for the useful life of the project. All submittals shall be of high quality. To this end, the following requirements are made:

i. As much as possible, all catalog cuts and manufacturer's information shall be original.

ii. Copies, when required, shall be clean and entirely legible.

iii. Neither facsimiles nor copies of facsimiles are to be included as part of any submittal.

iv. Binders, if used, shall be rugged, lock-ring type. Spine of binders shall be clearly labeled with the information outlined in items 1.02 C.2.a. through c.

B. Reviewed submittals shall be returned to Contractor for distribution to subcontractors and other trades as required. As a minimum, submittals returned to the Contractor will be marked with review comments indicating findings of the review and giving instruction as to necessity of a re-submittal. The Engineer may, at his option, use a stamp for this purpose. Detailed correspondence covering the review may also accompany returned submittals.

END OF SECTION

SECTION 01410

TPDES REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Documentation to be prepared and signed by Contractor before conducting construction operations, in accordance with the Texas Pollutant Discharge Elimination System (TPDES) Construction General Permit Number TXR 150000 issued March 5, 2003 (the Construction General Permit).

B. Implementation, maintenance inspection, and termination of storm water pollution prevention control measures including, but not limited to, erosion and sediment controls, storm water management plans, waste collection and disposal, off-site vehicle tracking, and other appropriate practices shown on the Drawings or specified elsewhere in the contract.

C. Review of the Storm Water Pollution Prevention Plan (SWP3) implementation with Engineer prior to start of construction.

1.02 DEFINITIONS

A. Commencement of Construction Activities: The exposure of soil resulting from activities such as clearing, grading, and excavating.

B. Large Construction Activity: Project that:

1. disturbs five acres or more, or

2. disturbs less than five acres but is part of a larger common plan of development that will disturb five acres or more of land.

C. Small Construction Activity: Project that:

1. disturbs one or more acres but less than five acres, or

2. disturbs less than one acre but is part of a larger common plan of development that will ultimately disturb one or more acres but less than five acres.

D. TPDES Operator:

1. The person or persons who have day-to-day operational control of the construction activities which are necessary to ensure compliance with the SWP3 for the site or other Construction General Permit conditions.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 SITE SPECIFIC STORM WATER POLLUTION PREVENTION PLAN (SWP3)

A. Prepare a SWP3 following Part III of the Construction General Permit and the Storm Water Management Handbook for Construction Activities issued under Owner Ordinance Section 47-695(b). If conflicts exist between the Construction General Permit and the handbook, the more stringent requirements will apply.

B. Update or revise the SWP3 as needed during the construction following Part III, Section E of the Construction General Permit.

C. Submit the SWP3 and any updates or revisions to Engineer for review and address comments prior to commencing, or continuing, construction activities.

3.02 NOTICE OF INTENT for Large and Small Construction Activity

A. Fill out, sign, and date TCEQ Form 20022 (02/03) Notice of Intent (NOI) for Storm Water Discharges Associated with Construction Activity under the TPDES Construction General Permit (TXR 150000), SEE ATTACHMENT of this Section 01410.

B. Transmit the signed Contractor's copy of TCEQ Form 20022 (02/03), along with a $100.00 check, made out to Texas Commission on Environmental Quality.

C. Submission of the Notice of Intent form by the Contractor to TCEQ is required a minimum of two days before Commencement of Construction Activities.

3.03 CERTIFICATION REQUIREMENTS

A. Fill out TPDES Operator's Information form, SEE ATTACHMENT of this Section 01410, including Contractor's name, address, and telephone number, and the names of persons or firms responsible for maintenance and inspection of erosion and sediment control measures. Use multiple copies as required to document full information.

B. Contractor and Subcontractors shall sign and date the Contractor's / Subcontractor's Certification for TPDES Permitting, SEE ATTACHMENT 4 this Section 01410.

C. Submit properly completed certification forms to Engineer for review before beginning construction operations.

D. Conduct inspections in accordance with TCEQ requirements. Ensure persons or firms responsible for maintenance and inspection of erosion and sediment control measures read, fill out, sign, and date the Erosion Control Contractor's Certification for Inspection and maintenance. Use the EPA NPDES Construction Inspection Form, SEE ATTACHMENT of this Section 01410; and the Owner's Storm Water Pollution Prevention Plan Construction Site Inspection Report, SEE ATTACHMENT of this Section 01410 to record maintenance inspections and repairs.

3.04 RETENTION OF RECORDS

A. Keep a copy of this document and the SWP3 in a readily accessible location at the construction site from Commencement of Construction Activity until submission of the Notice of Termination (NOT) for Storm Water Discharges Associated with Construction Activity under TPDES Construction General Permit (TXR 150000) to TCEQ. Contractors with day-to-day operational control over SWP3 implementation shall have a copy of the SWP3 available at a central location, on-site, for the use of all operators and those identified as having responsibilities under the SWP3. Upon submission of the NOT, to TCEQ submit a copy of the SWP3 with all revisions to Engineer.

3.05 REQUIRED NOTICES

A. Post the following notices from effective date of the SWP3 until date of final site stabilization as defined in the Construction General Permit:

1. Post the TPDES permit number for Large Construction Activity, or a signed TCEQ Construction Site Notice for Small Construction Activity. Signed copies of the Owner's and Contractor's NOI must also be posted.

2. Post notices near the main entrance of the construction site in a prominent place for public viewing. Post name and telephone number of Contractor's local contact person, brief project description and location of the SWP3.

   a. If posting near a main entrance is not feasible due to safety concerns, coordinate posting of notice with Project Manager to conform to requirements of the Construction General Permit.

   b. If Project is a linear construction project (e.g.: road, utilities, etc.), post notice in a publicly accessible location near active construction. Move notice as necessary.

3. Post a notice to equipment and vehicles operators, instructing them to stop, check, and clean tires of debris and mud before driving onto traffic lanes. Post at each stabilized construction exit area.

4. Post a notice of waste disposal procedures in a readily visible location on site.

3.06 ON-SITE WASTE MATERIAL STORAGE

A. On-site waste material storage shall be self-contained and shall satisfy appropriate local, state, and federal rules and regulations.

B. Prepare list of waste material to be stored on-site. Update list as necessary to include up-to-date information. Keep a copy of updated list with the SWP3.

C. Prepare description of controls to reduce pollutants generated from on-site storage. Include storage practices necessary to minimize exposure of materials to storm water, and spill prevention and response measures consistent with best management practices. Keep a copy of the description with the SWP3.

3.08 NOTICE OF TERMINATION

A. Submit a NOTE, ATTACHMENT 7 of this Section 01410, to Project Manager within 30 days after:

1. Final stabilization has been achieved on all portions of the site that are the responsibility of the Contractor; or

2. Another operator has assumed control over all areas of the site that have not been stabilized; and

3. All silt fences and other temporary erosion controls have either been removed, scheduled to be removed as defined in the SWP3, or transferred to a new operator if the new operator has sought permit coverage.

B. Project Manager will complete Owner's NOT and submit Contractor and Owner's notices to the TCEQ and MS4 entities.

END OF SECTION

Section 01454

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Testing laboratory services and Contractor responsibilities related to those services.

1.02 REFERENCES

A. ASTM C 1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.

B. ASTM D 3666 - Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials.

C. ASTM D 3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.

D. ASTM E 329 - Specification for Minimum Requirements for Agencies Engaged the Testing and/or Inspection of Materials Used in Construction.

1.03 SELECTION AND PAYMENT

A. The Owner shall employ and pay for the services of an independent testing laboratory, or laboratories, to perform product and material quality control , perform in-place quality control and verification identified in individual Specification sections.

B. The Owner, with the assistance of the Engineer, shall have control of testing, sampling, and expenditures.

C. The Contractor shall coordinate the services of the project's Geotechnical Engineer of Record to conduct observation and testing of the subgrade preparation, and the selection, placement and compaction of select fill material. The foundation excavations for structures shall be observed by the Geotechnical Engineer of Record prior to steel and/or concrete placement to assess that the foundation materials are capable of supporting the design loads and are consistent with the subsurface materials described in the project's Geotechnical Engineering Study.

D. Employment of a testing laboratory by the Owner shall not relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents.

E. Remedial work and re-testing costs, resulting from deficiencies in materials and/or workmanship, shall be borne by the Contractor.

1.04 QUALIFICATION OF LABORATORY

A. Meet laboratory requirements of ASTM E 329 and applicable requirements of ASTM C 1077, ASTM D 3666, and ASTM D 3740.

B. Where a laboratory subcontracts any part of the testing services, such work shall be placed with a laboratory complying with the requirements of this Section.

1.05 LABORATORY REPORTS

A. The testing laboratory shall provide and distribute copies of laboratory reports to the distribution list provided by the Engineer.

B. One copy of each laboratory report distributed or faxed to the Contractor shall be kept at the site field office for the duration of the project.

C. Before close of business on the working day following test completion and review, reports which indicate failing test results shall be transmitted immediately via fax from the testing laboratory to the material supplier, Contractor, and Engineer.

1.06 LIMITS ON TESTING LABORATORY AUTHORITY

A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.

B. Laboratory may not approve or accept any portion of the Work.

C. Laboratory may not assume any duties of the Contractor.

D. Laboratory has no authority to stop the Work.

1.07 CONTRACTOR RESPONSIBILITIES

A. Provide safe access to the Work and to manufacturer's facilities for the Engineer, Engineer and for testing laboratory personnel.

B. Provide to the testing laboratory a copy of the construction schedule and a copy of each update to the construction schedule.

C. Notify the Engineer and the testing laboratory during normal working hours of the day previous to the expected time for operations requiring inspection and testing services. If the Contractor fails to make timely prior notification, then the Contractor shall not proceed with the operations requiring inspection and testing services.

D. Notify the Engineer 24 hours in advance if the Specification requires the presence of the Engineer or testing laboratory for sampling or testing.

E. Request and monitor testing as required to provide timely results and to avoid delay to the Work. Provide samples to the laboratory in sufficient time to allow the required test to be performed in accordance with specified test methods before the intended use of the material.

F. Cooperate with laboratory personnel in collecting samples on site. Provide incidental labor and facilities for safe access to the Work to be tested; to obtain and handle samples at the site or at source of products to be tested; and to facilitate tests and inspections including storage and curing of test samples.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N

3.01 CONDUCTING TESTING

A. Laboratory sampling and testing specified in individual Specification sections shall conform to the latest issues of ASTM standards, TxDOT methods, or other recognized test standards as approved by the Engineer.

B. The requirements of this section shall also apply to those tests for approval of materials, for mix designs, and for quality control of materials as performed by the testing laboratories employed by the Contractor.

END OF SECTION

Section 01502

MOBILIZATION

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Mobilization of construction equipment and facilities onto the site.

1.02 MEASUREMENT & PAYMENT

A. Measurement and payment for mobilization is on a stipulated price basis.

B. Mobilization payments will be made in accordance with the following provisions:

1. Authorization for payment of 50 percent of the Contract Price for mobilization will be made upon receipt and approval by Engineer of the following items, as applicable:

    a. Establishment of the field office for the Resident Project Representative where an office is required by other Sections;
    b. Establishment of the Contractor's office;.
    c. Establishment of Contractor's material and equipment storage areas (as evidenced by executed leases or rental agreement); and.
    d. Issuance of Notice to Proceed by Engineer to Contractor..

2. Authorization for payment of the remaining fifty (50) percent of the Contract Price for mobilization will be made upon completion of Work amounting to five (5) percent of the Contract Price less the mobilization unit price.

C. Mobilization payments will be subject to retainage amounts stipulated in the General Conditions.

D. All cost difference between the stipulated amount and the actual cost of the initial mobilization and the cost of all subsequent mobilization shall be included in the various other prices bid.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

SECTION 01504

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Temporary facilities and necessary controls for the Project, including utilities, telephone, sanitary facilities, storage sheds and building, safety requirements, first aid equipment, fire protection, security measures, protection of the Work and property, access roads and parking, environmental controls, pest and rodent control and disposal of trash, debris and excavated material.

B. Facilities and controls specified in this section are considered minimum for the Project. Provide additional facilities and controls for proper execution of the Work and to meet Contractor's responsibilities for protection of persons and property.

1.02 CONTRACTOR'S RESPONSIBILITY

A. Comply with applicable requirements specified in other sections of the Specifications.

1. Maintain and operate temporary facilities and systems to assure continuous service.

2. Modify and extend systems as the Work progress requires.

3. Completely remove temporary materials and equipment when no longer required.

4. Restore existing facilities used for temporary services to specified or original condition.

PART 2 P R O D U C T S - NOT USED

PART 3 E X E C U T I O N

3.01 TEMPORARY UTILITIES

A. Obtaining Temporary Service:

1. Make arrangements with utility service companies for temporary services.

2. Abide by rules and regulations of the utility service companies or authorities having jurisdiction.

3. Responsible for utility service costs until Date of Substantial Completion. Included are fuel, power, light, heat, and other utility services necessary for execution, completion, testing, and initial operation of the Work.

B. Water:

1. Provide water required for and in connection with work to be performed and for specified tests of piping, equipment, devices, or for other use as required for proper completion of the Work.

2. Water to be drawn from public fire hydrants. Obtain transit meter from Owner. Pay required deposit based on rates established by latest ordinance.

3. Provide and maintain an adequate supply of potable water for domestic

consumption by Contractor personnel, Engineer and representatives of the Owner.

C. Electricity and Lighting:

1. Provide electric power service required for the Work including required testing, lighting, operation of equipment, and other Contractor use.

2. Electric power service includes temporary power or generators required to maintain plant operations during scheduled shutdowns.

3. Minimum lighting level shall be 10 foot-candles for open areas; 20-foot-candles for stairs and shops. Provide a minimum of one 300-watt lamp for each 200 square feet of work area.

D. Temporary Heat and Ventilation:

1. Provide temporary heat necessary for protection or completion of the Work.

2. Provide temporary heat and ventilation to assure safe working conditions; maintain enclosed areas at a minimum of 50 degrees F.

E. Telephone:

1. Provide emergency telephone service at Project site for use by Contractor personnel and others performing work or furnishing services at the site.

F. Sanitary Facilities:

1. Provide and maintain sanitary facilities for persons on the site; comply with regulations of State and local departments of health.

2. Enforce use of sanitary facilities by construction personnel at site. Enclose sanitary facilities. Pit-type toilets are not permitted. No discharge will be allowed from these facilities. Collect and store sewage and waste so as not to cause nuisance or health problems. Haul sewage and waste off-site and properly dispose in accordance with applicable regulations.

3. Locate toilets near the Work site and secluded from view insofar as possible. Keep toilets clean and supplied throughout the course of the Work.

3.02 STORAGE SHEDS AND BUILDINGS

A. Provide adequately ventilated, watertight storage facilities with floor above ground level for Products susceptible to weather damage.

B. Storage of Products not susceptible to weather damage may be on blocks off the ground.

C. Store Products in a neat and orderly manner. Place Products to permit easy access for identification, inspection and inventory.

D. Fill and grade site for temporary structures to provide drainage away from temporary and existing buildings.

3.03 SAFETY REQUIREMENTS

A. Submit a safety program at the pre-construction meeting and follow the Program. Include documented response to trench safety requirements of Section 02260 - Trench Safety

System.

B. Conduct operations in strict accordance with applicable Federal, State and local safety codes and statutes and with good construction practice. Establish and maintain procedures for safety of all work, personnel and equipment involved in the Work.

C. Observe and comply with Texas Occupational Safety Act (Art. 5182a, V.C.S.) and with all safety and health standards promulgated by Secretary of Labor under Section 107 of Contract Work Hours and Standards Act, published in 29 CFR Part 1926 and adopted by Secretary of Labor as occupational safety and health standards under Williams-Steiger Occupational Safety and Health Act of 1970, and to other legislation enacted for safety and health of Contractor employees. Safety and health standards apply to Subcontractors and Suppliers as well as to the Contractor.

D. Observance of and compliance with safety regulations is Contractor's responsibility without reliance or superintendence of or direction by Engineer. Immediately advise Engineer of investigation or inspection by Federal Safety and Health inspectors of Contractor's or Subcontractor's work or place of work on site under the Contract, and after investigation or inspection, advise Engineer of results. Submit one copy of accident reports to Engineer within 10 days of occurrence.

E. Protect areas occupied by workmen using the best available devices for detection of lethal and combustible gases. Test devices frequently to assure functional capability. Constantly observe infiltration of liquids into the Work area for visual or odor evidence of contamination, and immediately take appropriate steps to seal off entry of contaminated liquids to the Work area.

F. Implement safety measures, including but not limited to safety personnel, first-aid equipment, ventilating equipment and other safety equipment specified or detailed on Drawings.

G. Maintain required coordination with City Police and Fire Departments during entire period covered by the Contract.

H. Include Project safety analysis in safety plan. Itemize major tasks and potential safety hazards. Plan to eliminate hazards or protect workers and public from each hazard.

3.04 FIRST AID EQUIPMENT

A. Provide a first aid kit throughout the construction period. List telephone numbers for physicians, hospitals, and ambulance services in each first aid kit.

B. Have at least one person thoroughly trained in first aid and CPR procedures present on the site when work is in progress. Contractor to conform to protocols and requirements for training and protection against "blood borne pathogens".

3.05 FIRE PROTECTION

A. Conform to specified fire protection and prevention requirements established by Federal, State, or local governmental agencies and as provided in Safety Program.

3.06 SECURITY MEASURES

A. Protect the Work, materials, equipment, and property from loss, theft, damage, or vandalism. Protect Owner property used in performance of the Contract.

B. If existing fencing or barriers are breached or removed for purposes of construction, provide and maintain temporary security fencing equal to existing.

3.07 PROTECTION OF UTILITIES AND PIPELINES

A. Prevent damage to existing public utilities during construction. Approximate locations of known utilities are shown on Drawings, but all lines may not be shown. Excavate with caution and repair lines damaged by construction operations.

B. Use the Utility Coordinating Committee One Call System which must be called 48 hours in advance. The toll free telephone number is 1-800-669-8344, Texas One Call System.

C. Before excavating, locate underground utilities by appropriate means including the use of metal detection equipment, and probes, or by excavation or surveys. Repair damage caused by investigative work and by failure to locate or to preserve underground utilities.

D. Give utility owners a minimum five days notice before commencing excavation to allow time to locate utilities and make adjustments or relocations when they conflict with the Work. Include cost for temporary relocation of water, wastewater, and storm drainage lines, necessary to accommodate construction, in unit prices for utility construction unless otherwise noted. Bypassing of sanitary waste to storm drainage facilities is not allowed.

E. Prior to excavation near pipelines, request a representative of the pipeline company to meet with Contractor to locate the pipelines of proposed utility.

3.08 PROTECTION OF THE WORK AND PROPERTY

A. Preventive Actions

1. Take necessary precautions and actions to prevent damage, injury, or loss to the Work or public and private property, including:

a. Storage of apparatus, supplies, and Products in an orderly, safe manner to limit interference with progress of the Work or work of other contractors, utility service companies, or the Owner's operations.

b. Suitable storage for Products subject to damage by exposure to weather, theft, breakage, etc.

c. Limitation of loading pressures imposed upon portions of the Work.

d. Frequent clean up of refuse, scrap materials, and debris from construction operations, necessary to maintain the site in a safe and orderly condition.

e. Provision of barricades and guard rails to protect pedestrian and traffic around openings, scaffolding, temporary stairs and ramps, excavations, elevated walkways, and other hazardous areas.

2. Protect public and private property adjacent to the site. Obtain written consent before entering or occupying privately-owned land except on easements provided for construction. Restore property damaged by construction operations to condition equal to or better than that existing before the damage.

B. Barricades and Warning Systems

1. Where work is performed on or adjacent to roadways, rights-of-ways, or public land, provide barricades, fences, lights, warning signs, danger signals, and other precautionary measures necessary for protection of persons or property and for protection of the Work.

   a. Erect sufficient barricades to keep vehicles and pedestrians from entering the Work. Paint barricades to be visible at night. From sunset to sunrise, provide at least one light at each barricade.

   b. Maintain barricades, signs, lights, and provide watchmen until Engineer approves removal. Whenever work creates encroachment onto public roadways, station flagmen to manage traffic flow in accordance with approved traffic control plan.

   c. Conform to requirements of section 01555 - Traffic Control and regulation.

C. Protection of Existing Structures

1. Underground Facilities:

   a. Known Underground Facilities are shown on the Drawings but all Facilities may not be shown. Explore sufficiently ahead of trenching and excavation work to locate Underground Facilities in order to prevent damage to them and to prevent interruption of utility services. Restore damage to Underground Facilities to original condition at no additional cost to the Owner.

   b. If necessary to avoid unanticipated Underground Facilities, Engineer may make changes in location of the Work.

   c. If permanent relocation of an Underground Facility is required and not provided for in the Contract documents, Engineer will direct Contractor in writing to perform the Work.

2. Surface Structures include buildings, tanks, walls, bridges, roads, dams, channels, open drainage, piping, poles, wires, posts, signs, markers, curbs, walks, guard cables, fencing, and other facilities that are visible above the ground level.

3. Protection of Underground Facilities and Surface Structures:

   a. Support in place and protect Underground Facilities and Surface Structures located within or adjacent to the limits of the Work from damage. Install supports as required by the owner of the structure. Satisfy Engineer that the owner of the facility or structure has approved methods and procedures before installing structure supports.

   b. Avoid moving or changing public utility or private corporation property without prior written consent of a responsible official of the facility or structure. Allow representatives of utilities to enter the construction site for maintenance and repair purposes or to make necessary changes.

   c. Notify utility and pipeline owners and operators of the nature of construction operations and dates when operations will be performed. When construction operations are required in immediate vicinity of existing structures, pipelines, or utilities, give a minimum of five working

days advance notice. Probe and flag location of Underground Facilities prior to commencement of excavation. Keep flags in place until construction operations uncover the facility.

d. Assume risk for damages and expenses to Underground Facilities and Surface Structures within or adjacent to the Work.

e. Employ a structural engineer to ensure protection measures are adequate for the safety and integrity of structures and facilities.

E. Protection of Installed Products:

1. Provide protection of Installed Products to prevent damage from subsequent operations. Remove protection facilities when no longer needed, prior to completion of the Work.

2. Control traffic to prevent damage to Products and surfaces.

3. Provide coverings to protect Products from damage. Cover projections, wall corners, jambs, sills, and exposed sides of openings in areas used for traffic and passage of materials in subsequent work.

3.09 ROADS AND PARKING

A. Prevent interference with traffic and operations of the Owner on existing roads.

B. Designate temporary parking areas to accommodate construction and Owner personnel. When site space is not adequate, provide additional off-site parking.

C. Minimize use by construction traffic on existing streets and driveways.

D. Do not allow heavy vehicles or construction equipment in existing parking areas.

3.10 ENVIRONMENTAL CONTROLS

A. Use methods, equipment, and temporary construction necessary for control of environmental conditions at the site and adjacent areas.

B. Comply with statutes, regulations, and ordinances relating to prevention of environmental pollution and preservation of natural resources including National Environmental Policy Act of 1969, PL 91-190, Executive Order 11514.

C. Minimize impact to the surrounding environment. Do not use construction procedures that cause unnecessary excavation and filling of terrain, indiscriminate destruction of vegetation, air or stream pollution, or harassment or destruction of wildlife.

D. Limit disturbed areas to boundaries established by the Contract. Do not pollute on-site streams, sewers, wells, or other water sources.

E. Do not burn rubbish, debris or waste materials.

3.11 POLLUTION CONTROL

A. Provide methods, means, and facilities necessary to prevent contamination of soil, water or the atmosphere by discharge of Pollutants from construction operations.

B. Provide equipment and personnel to perform emergency measures to contain spillage, and to remove contaminated soils or liquids. Excavate and dispose of contaminated earth off-site in accordance with laws and regulations, and replace with suitable compacted fill

and topsoil.

C. Provide systems necessary for control of Pollutants.

1. Prevent toxic concentrations of chemicals.

2. Prevent harmful dispersal of Pollutants into the environment.

D. Use equipment that conforms to current Federal, State, and local laws and regulations.

3.12 PEST AND RODENT CONTROL

A. Provide rodent and pest control as necessary to prevent infestation of construction or storage areas.

B. Employ methods and use materials that will not adversely affect conditions at site or on adjoining properties.

3.13 NOISE CONTROL

A. Provide vehicles, equipment, and use construction activities that minimize noise to the greatest degree practicable. Conform to noise levels of Chapter 30 -Noise and Sound Level Regulation, City Code of Ordinances, and latest OSHA standards. Do not permit noise levels to interfere with the Work or create a nuisance to surrounding areas.

B. Conduct construction operations during daylight hours except as approved by Engineer.

C. Select construction equipment that operates with minimum noise and vibration. When directed by Engineer, correct objectionable noise or vibration produced by operation of equipment at no additional cost to the Owner. Sound Power Level (PWL) of equipment shall not exceed 85 dbA (re: 10-12 watts) measured five feet from the equipment, or at a lower level if prescribed by City Ordinances. Equipment noise requirements are contained in equipment specifications.

3.14 DUST CONTROL

A. Use water or other methods approved by Engineer to control amount of dust generated by vehicle and equipment operations.

3.15 WATER RUNOFF AND EROSION CONTROL

A. Comply with requirements of Section 01410 - TPDES Requirements.

B. Conduct fill, grading and ditching operations and provide adequate methods necessary to control surface water, runoff, subsurface water, and water from excavations and structures in order to prevent damage to the Work, the site, or adjoining properties.

1. Plan and execute construction and earthwork by methods that control surface drainage from cuts and fills, and from borrow and waste disposal areas.

2. Minimize area of bare soil exposed at one time.

3. Provide temporary control measures, such as berms, dikes, and drains.

4. Provide, operate, and maintain equipment and facilities of adequate size to control surface water.

5. Construct fill and waste areas by selective placement of materials to eliminate erosion of surface silts or clays that may erode.

6. Direct water away from excavations, pits, tunnels, and other construction areas to prevent erosion, sedimentation or damage.

7. Maintain existing drainage patterns adjacent to the site by constructing temporary earth berms, sedimentation basins, retaining areas, and temporary ground cover.

8. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to the site or adjoining areas, in conformance with environmental requirements.

9. Inspect earthwork periodically to detect any evidence of erosion. Take corrective measures as required to control erosion.

END OF SECTION - 01504

Section 01555

TRAFFIC CONTROL AND REGULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Traffic Control and Regulation

1.02 METHODS OF PAYMENT

A. No separate payment will be made for traffic control and regulation. Include the cost of traffic control and regulation in unit price for work requiring such control.

1.03 REFERENCES

A. Texas Manual of Uniform Traffic Control Devices (TMUTCD)

B. Texas Department of Transportation (TxDOT) permit (if applicable)

C. Railroad company permit(s) (if applicable)

1.04 PERFORMANCE REQUIREMENTS

A. Provide all necessary signs, barricades, marking, lighting, and other equipment and supplies required to comply with the TMUTCD (and TxDOT permit, and/or Railroad Company permit, if applicable)

B. Provide all necessary certified flagmen required to comply with the TMUTCD (and TxDOT permit, if applicable)

PART 2 PRODUCTS

A. Equipment and materials must be furnished, installed and operated by an experienced contractor regularly engaged in traffic control system design, installation and operation.

B. All equipment must be in good repair and operating order.

C. Sufficient standby equipment and materials shall be kept available to ensure continuous operation, where required.

PART 3 EXECUTION

A. Provide labor, material, equipment, techniques and methods required to provide safe traffic control and regulation. Monitor effectiveness of the installed system and its effect on adjacent property.

B. Notify, TxDOT and/or Railroad Company as required by the permit(s) (if applicable).

C. Provide continuous system operation, including nights, weekends and holidays. Arrange for appropriate backup if electrical power is primary energy source for traffic control system.

D. Remove system(s) upon completion of construction or when traffic control is no longer required.

END OF SECTION

SECTION 01570

STORM WATER POLLUTION CONTROL

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Implementation of Storm Water Pollution Prevention Plans (SWP3) described in Section 01410 - TPDES Requirement.

B. Installation and maintenance of storm-water pollution prevention structures: diversion dikes, interceptor dikes, diversion swales, interceptor swales, down spout extenders, pipe slope drains, paved flumes and level spreaders. Structures are used during construction and prior to final development of the site.

C. Filter Fabric Fences:

1. Type 1: Temporary filter fabric fences for erosion and sediment control in non-channelized flow areas.

2. Type 2: Temporary reinforced filter fabric fences for erosion and sediment control in channelized flow areas.

D. Straw Bale Fence.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices

1. Payment for filter fabric fence if included in Bid Form is on a linear foot basis measured between limits of beginning and ending of stakes.

2. Payment for reinforced filter fabric fence if included in Bid Form is on a linear foot basis measured between limits of beginning and ending of stakes.

3. Payment for drop inlet baskets if included in Bid Form is on a unit price basis for each drop inlet basket.

4. Payment for storm inlet sediment traps if included in Bid Form is on a unit price basis for each storm inlet sediment trap.

5. Payment for storm-water-pollution-prevention structures if included in Bid Form is on a lump sum basis for the project. Earthen structures with outlet and piping includes diversion dikes, interceptor dikes, diversion swales, interceptor swales, and excavated earth-outlet sediment trap, embankment earth-outlet sediment trap, down spout extenders, pipe slope drains, paved flumes, stone outlet sediment trap, and level spreaders.

6. Payment for straw bale barrier, if included in Bid Form, is on a linear foot of accepted bale barriers, if not include in cost of storm-water-pollution-prevention structures.

7. Payment for brush berm, if included in Bid Form, is on a linear foot of accepted rush berm, if not include in cost of storm water-pollution-prevention structures.

8. Payment for sandbag barrier, if included in Bid Form, is on a linear foot basis measured between limits of beginning and ending of sandbags, if not include in

cost of storm-water-pollution prevention structures.

9. Payment for sediment basin with pipe outlet or stone outlet, if included in Bid Form, is on a square yard basis, if not include in cost of storm-water-pollution-prevention structures.

10. Payment for inlet protection barriers, if included in Bid Form, is on a linear foot basis measured along outside face of inlet protection barrier, if not include in cost of storm-water-pollution prevention structures.

11. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum) Contract. If Contract is Stipulated Price Contract, payment for Work in this Section is included in total Stipulated Price.

1.03 REFERENCE STANDARDS

A. ASTM

1. A 36 - Standard Specification for Carbon Structural Steel.

2. D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).

3. D3786 - Standard Test Method for Hydraulic Bursting Strength for Knitted Goods and Nonwoven Fabrics.

4. D 4355 - Standard Test Method for Deterioration of Geotextiles from Exposure to Ultraviolet Light and Water (Xenon-Arc Type Apparatus).

5. D 4491 - Standard Test Methods for Water Permeability of Geotextiles by Permittivity.

6. D 4632 - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.

7. D 4833 - Standard Test Method for Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products.

8. D 6382 - Standard Practice for Dynamic Mechanical Analysis and Thermogravimetry of Roofing and Waterproofing Membrane Material.

1.04 SYSTEM DESCRIPTIONS

A. Filter Fabric Fence Type 1 and Type 2: Install to allow surface or channel runoff percolation through fabric in sheet-flow manner and to retain and accumulate sediment. Maintain Filter Fabric Fences to remain in proper position and configuration at all times.

B. Straw Bale Fence: Install to allow surface runoff percolation through straw in sheet-flow manner and to retain and accumulate sediment. Maintain Straw Bale Fence to remain in proper position and configuration at all times.

C. Interceptor Dikes and Swales: Construct to direct surface or channel runoff around the project area or runoff from project area into sediment traps.

D. Drop Inlet Baskets: Install to allow runoff percolation through the basket and to retain and accumulate sediment. Clean accumulation of sediment to prevent clogging and backups.

E. Sediment traps: Construct to pool surface runoff from construction area to allow sediment to settle onto the bottom of trap.

1.05 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.

B. Submit manufacturer's literature for product specifications and installation instructions.

C. Submit manufacture's catalog sheets and other product data on geotextile or filter fabrics, outlet pipe, perforated riser and connectors.

D. Submit proposed methods, equipment, materials, and sequence of operations for storm-water pollution prevention structures.

E. Submit shop drawings for Drop Inlet Baskets.

PART 2 P R O D U C T S

2.01 CONCRETE

A. Concrete: Class B in accordance with Section 03315 - Concrete for Utility Construction or as shown on the Drawings.

2.02 AGREGATE MATERIALS

A. Use poorly graded cobbles with diameter greater than 3 inches and less than 5 inches.

B. Provide gravel lining in accordance with Section 2320 - Utility Backfill Materials or as shown on the drawings.

C. Provide clean cobbles and gravel consisting of crushed concrete or stone. Use clean, hard crushed concrete or stone free from adherent coatings, salt, alkali, dirt, clay, loam, shale, soft or flaky materials, or organic matter.

D. Sediment Pump Pit Aggregate: Use nominal 2-inch diameter river gravel.

2.03 GEOTEXTILE FILTER FABRIC

A. Woven or nonwoven geotextile filter fabric made of either polypropylene, polyethylene, ethylene, or polyamide material, in continuous rolls of longest practical length.

B. Grab Strength: 100 psi in any principal direction (ASTM D-4632), Mullen burst strength >200 psi (ASTM D-3786), and equivalent opening size between 50 and 140.

C. Furnish ultraviolet inhibitors and stabilizers for minimum 6 months of expected usable construction life at temperature range of 0 degrees F to 120 degrees.

D. Mirafi, Inc., Synthetic Industries, or equivalent

2.05 FENCING

A. Wire Fencing: Woven galvanized steel wire, 14 gauge by 6-inch square mesh spacing, minimum 24 inch roll or sheet width of longest practical length.

B. Fence Stakes: Nominal 2 by 2 inch moisture-resistant treated wood or steel posts (min. of 1.25 lbs. per linear foot and Brinell Hardness greater than 140) with safety caps on top; length as required for minimum 8 inch bury and full height of filter fabric.

2.06 SANDBAGS

A. Provide woven material made of polypropylene, polyethylene, or polyamide material.

1. Minimum unit weight of four ounces per square yard.

2. Minimum grab strength of 100 psi in any principal direction (ASTM D4632).

3. Mullen burst strength exceeding 300 psi (ASTM D3786).

4. Ultraviolet stability exceeding 70 percent.

5. Size: Length:18 to 24 inches. Width: 12 to 18 inches. Thickness: 6 to 8 inches. Weight: 50 to 125 pounds.

2.07 DROP INLET BASKET

A. Provide steel frame members in accordance with ASTM A36.

B. Construct top frame of basket with two short sides of 2 inch by 2 inch and single long side of 1 inch by 1 inch, 1/8 inch angle iron. Construct basket hangers of 2 inch by 1/4 inch iron bars. Construct bottom frame of 1 inch by 1/4 inch iron bar or 1/4 inch plate with center 3 inches removed. Use minimum 1/4 inch diameter iron rods or equivalent for sides of inlet basket. Weld minimum of 14 rods in place between top frame/basket hanger and bottom frame. Exact dimensions for top frame and insert basket will be determined based on dimensions of type of inlet being protected.

2.08 STRAW BALE

A. Straw: Standard-baled agricultural hay bound by wire, nylon, or polypropylene rope. Do not use jute or cotton binding.

B. Straw Bale Stakes (applicable where bales are on soil): No. 3 (3/8 diameter) reinforcing bars, deformed or smooth at Contractor's option, length as required for minimum 18 inch bury and full height bales.

PART 3 E X E C U T I O N

3.01 PREPARATION, INSTALLATION AND MAINTAINANCE

A. Provide erosion and sediment control structures at locations shown on the Drawings.

B. Do not clear, grub or rough cut until erosion and sediment control systems are in place unless approved by Engineer to allow installation of erosion and sediment control systems, soil testing and surveying.

C. Maintain existing erosion and sediment control systems located within project site until acceptance of Project or until directed by Engineer to remove and discard existing system.

D. Regularly inspect and repair or replace damaged components of erosion and sediment control structures. Unless otherwise directed, maintain erosion and sediment control structure until project area stabilization is accepted. Redress and replace granular fill at outlets as needed to replenish depleted granular fill. Remove erosion and sediment control structures promptly when directed by Engineer.

E. Remove and dispose sediment deposits at the designated spoil site for the Project. If a project spoil site is not designated on Drawings, dispose of sediment off site at approved location.

F. Unless otherwise shown on the Drawings, compact embankments, excavations, and trenches in accordance with Section 02317 Excavation and Backfill for Utilities.

G. Prohibit equipment and vehicles from maneuvering on areas outside of dedicated right of

way and easements for construction. Immediately repair damage caused by construction traffic to erosion and sediment control structures.

H. Protect existing trees and plants.

SEDIMENT TRAPS

A. Install sediment traps so that surface runoff shall percolate through system in sheet flow fashion and allow retention and accumulation of sediment.

B. Inspect sediment traps after each rainfall, daily during periods of prolonged rainfall, and at a minimum once each week. Repair or replace damaged sections immediately.

C. Use fill material for embankment in accordance with Section 02320 - Utility Backfill Materials.

D. Excavation length and height shall be as specified on Drawings. Use side slopes of 2:1 or flatter.

E. Stone outlet sediment traps:

1. Maintain minimum of 6 inches between top of core material and top of stone outlet, minimum of 4 inches between bottom of core material and existing ground and minimum of 1 foot between top of stone outlet and top of embankment.

2. Embed cobbles minimum of 4 inches into existing ground for stone outlet. Core shall be a minimum of 1 foot in height and in width and wrapped in triple layer of geotextile filter fabric.

F. Sediment Basin with Pipe Outlet Construction Methods: Install outlet pipe and riser as shown on the Drawings.

G. Remove sediment deposits when design basin volume is reduced by one third or sediment level is one foot below principal spillway crest, whichever is less.

3.03 FILTER FABRIC FENCE CONSTRUCTION METHODS

A. Fence Type 1:

1. Install stakes 3 feet on center maximum and firmly embed minimum 8 inches in soil. If filter fabric is factory preassembled with support netting, then maximum support spacing is 8 feet. Install wood stakes at a slight angle toward the source of anticipated runoff.

2. Trench in the toe of the fence lines so the downward face of the trenches is flat and perpendicular to direction of flow. V-trench configuration as shown on Drawings may also be used.

3. Lay fabric along edges of trenches in longest practical continuous runs to minimize joints. Make joints only at a support post. Splice with minimum 6-inch overlap and seal securely.

4. Staple filter fabric to stakes at maximum 3 inches on center. Extend fabric minimum 18 inches and maximum 36 inches above natural ground.

5. Backfill and compact trench.

B. Fence Type 2:

1. Layout fence same as for Type 1.

2. Install stakes at 6 feet on center maximum and at each joint in wire fence, firmly embedded 1-foot minimum, and inclined it as for Type 1.

3. Tie wire fence to stakes with wire at 6 inches on center maximum. Overlap joints minimum one bay of mesh.

4. Install trench same as for Type 1.

5. Fasten filter fabric wire fence with tie wires at 3 inches on center maximum.

6. Layout fabric same as for Type 1. Fasten to wire fence with wire ties at 3 inches on center maximum and, if applicable, to stakes above top of wire fence it as for Type 1.

7. Backfill and compact trench.

C. Attach filter fabric to wooden fence stakes spaced a maximum of 6 feet apart or steel fence stakes spaced a maximum of 8 feet apart and embedded a minimum of 12 inches. Install stakes at a slight angle toward source of anticipated runoff.

D. Trench in toe of filter fabric fence with spade or mechanical trencher so that downward face of trench is flat and perpendicular to direction of flow. A V-trench configuration may also be used. Lay filter fabric along edges of trench. Backfill and compact trench upon completion of Construction.

E. Filter fabric fence shall have a minimum height of 18 inches and a maximum height of 36 inches above natural ground.

F. Cut length of fence to minimize use of joints. When joints are necessary, splice fabric together only at support post with minimum 6 inch overlap and seal securely.

G. Triangular Filter Fabric Fence Construction Methods

1. Attach filter fabric to wire fencing, 18 inches on each side. Provide a fabric cover and skirt with continuous wrapping of fabric. Skirt should form continuous extension of fabric on upstream side of fence.

2. Secure triangular fabric filter fence in place using one of the following methods:

   a. Toe-in skirt 6 inches with mechanically compacted material;

   b. Weight down skirt with continuous layer of 3-inch to 5-inch graded rock; or

   c. Trench-in entire structure 4 inches.

3. Anchor triangular fabric filter fence structure and skirt securely in place using 6-inch wire staples on 2-foot centers on both edges and on skirt, or staked using 18-inch by 3/8-inch diameter re-bar with tee ends.

4. Lap fabric filter material by 6 inches to cover segment joints. Fasten joints with galvanized shoat rings.

H. Reinforced Filter Fabric Barrier Construction Methods

1. Attach woven wire fence to fence stakes.

2. Securely fasten filter fabric material to wire fence with tie wires.

3. When used in swales, ditches or diversions, elevation of barrier at top of filter fabric at flow line location in channel shall be lower than bottom elevation of filter fabric at ends of barrier or top of bank, whichever is less, in order to keep storm water discharge in channel from overtopping bank.
4. Remove sediment deposits when silt reaches depth one-third height of barrier or 6 inches, whichever is less.

3.04 DIKE AND SWALE

A. Unless otherwise indicated, maintain minimum dike height of 18 inches, measured from cleared ground at up slope toe to top of dike. Maintain side slopes of 2:1 or flatter.

B. Dike and Swale Stabilization: When shown on the Drawings, place gravel lining 3 inches thick and compacted into the soil or 6 inches thick if truck crossing is expected. Extend gravel lining across bottom and up both sides of swale minimum height of 8 inches vertically, above bottom. Gravel lining on dike side shall extend up the up slope side of dike a minimum height of 8 inches, measured vertically from interface of existing or graded ground and up slope toe of dike, as shown on Drawings.

C. Divert flow from dikes and swales to sediment basins, stabilized outlets, or sediment trapping devices of types and at locations shown on Drawings. Grade dikes and swales as shown on Drawings, or, if not specified, provide positive drainage with maximum grade of 1 percent to outlet or basin.

E. Carry out excavation for swale construction so that erosion and water pollution is minimal. Minimum depth shall be 1 foot and bottom width shall be 4 feet, with level swale bottom. Excavation slopes shall be 2:1 or flatter. Clear, grub and strip excavation area of vegetation and root material.

3.05 DOWN SPOUT EXTENDER

A. Down spout extender shall have slope of approximately 1 percent. Use pipe diameter of 4 inches or as shown on the Drawings. Place pipe in accordance with Section 2317 - Bedding and Backfill for Utilities.

3.06 PIPE SLOPE DRAIN

A. Compact soil around and under drain entrance section to top of embankment in lifts appropriately sized for method of compaction utilized.

B. Inlet pipe shall have slope of 1 percent or greater. Use pipe diameter as shown on the Drawings.

C. Top of embankment over inlet pipe and embankments directing water to pipe shall be at least 1 foot higher at all points than top of inlet pipe.

D. Pipe shall be secured with hold-down grommets spaced 10 feet on centers.

E. Place riprap apron with a depth equal to pipe diameter with 2:1 side slopes.

3.07 PAVED FLUME

A. Compact soil around and under the entrance section to top of the embankment in lifts appropriately sized for method of compaction utilized.

B. Construct subgrade to required elevations. Remove and replace soft sections and unsuitable material. Compact subgrade thoroughly and shape to a smooth, uniform surface.

C. Construct permanent paved flumes in accordance with Drawings.

D. Remove sediment from riprap apron when sediment has accumulated to depth of one foot.

3.08 LEVEL SPREADER

A. Construct level spreader on undisturbed soil and not on fill. Ensure that spreader lip is level for uniform spreading of storm runoff.

B. Maintain at required depth, grade, and cross section as specified on Drawings. Remove sediment deposits as well as projections or other irregularities which will impede normal flow.

3.09 INLET PROTECTION BARRIER

A. Place sandbags and filter fabric fences at locations shown on the SWP3.

3.10 DROP INLET BASKET CONSTRUCTION METHODS

A. Fit inlet insert basket into inlet without gaps around insert at locations shown on the SWP3.

B. Support for inlet insert basket shall consist of fabricated metal as shown on Drawings.

C. Push down and form filter fabric to shape of basket. Use sheet of fabric large enough to be supported by basket frame when holding sediment and extend at least 6 inches past frame. Place inlet grates over basket/frame to serve as fabric anchor.

D. Remove sediment deposit after each storm event and whenever accumulation exceeds 1-inch depth during weekly inspections.

3.11 STRAW BALE FENCE CONSTRUCTION METHODS

A. Place bales in row with ends tightly abutting adjacent bales. Place bales with bindings parallel to ground surface.

B. Embed bale in soil a minimum of 4 inches.

C. Securely anchor bales in place with Straw Bale Stakes driven through bales a minimum of 18-inches into ground. Angle first stake in each bale toward previously laid bale to force bales together.

D. Fill gaps between bales with straw to prevent water from channeling between bales. Wedge carefully in order not to separate bales.

E. Replace with new straw bale fence every two months or as required by Engineer.

3.12 BRUSH BERM CONSTRUCTION METHODS

A. Construct brush berm along contour lines by hand placing method. Do not use machine placement of brush berm.

B. Use woody brush and branches having diameter less than 2-inches with 6inches overlap. Avoid incorporation of annual weeds and soil into brush berm.

C. Use minimum height of 18-inches measured from top of existing ground at upslope toe to top of berm. Top width shall be 24 inches minimum and side slopes shall be 2:1 or flatter.

D. Embed brush berm into soil a minimum of 4-inches and anchor using wire, nylon or polypropylene rope across berm with a minimum tension of 50 pounds. Tie rope securely to 18-inch x 3/8-inch diameter rebar stakes driven into ground on 4-foot centers on both sides of berm.

3.13 STREET AND SIDEWALK CLEANING

A. Keep areas clean of construction debris and mud carried by construction vehicles and equipment. If necessary, install stabilized construction exits at construction, staging, storage, and disposal areas.

3.14 WASTE COLLECTION AREAS

A. Prevent water runoff from passing through waste collection areas, and prevent water runoff from waste collection areas migrating outside collection areas.

3.15 EQUIPMENT MAINTENANCE AND REPAIR

A. Confine maintenance and repair of construction machinery and equipment to areas specifically designated for that purpose, so fuels, lubricants, solvents, and other potential pollutants are not washed directly into receiving streams or storm water conveyance systems. Provide these areas with adequate waste disposal receptacles for liquid and solid waste. Clean and inspect maintenance areas daily.

B. Where designated equipment maintenance areas are not feasible, take precautions during each individual repair or maintenance operation to prevent potential pollutants from washing into streams or conveyance systems. Provide temporary waste disposal receptacles.

3.16 VEHICLE/ EQUIPMENT WASHING AREAS

A. Install wash area (stabilized with coarse aggregate) adjacent to stabilized construction exit(s), as required to prevent mud and dirt run-off. Release wash water into drainage swales or inlets protected by erosion and sediment controls. Install gravel or rock base beneath wash areas.

B. Wash vehicles only at designated wash areas. Do not wash vehicles such as concrete delivery trucks or dump trucks and other construction equipment at locations where runoff flows directly into watercourses or storm water conveyance systems.

C. Locate wash areas to spread out and evaporate or infiltrate wash water directly into ground, or collect runoff in temporary holding or seepage basins.

3.17 WATER RUNOFF AND EROSION CONTROL

A. Control surface water, runoff, subsurface water, and water from excavations and structures to prevent damage to the Work, the site, or adjoining properties.

B. Control fill, grading and ditching to direct water away from excavations, pits, tunnels, and other construction areas, and to direct drainage to proper runoff courses to prevent erosion, sedimentation or damage.

C. Provide, operate, and maintain equipment and facilities of adequate size to control surface water.

D. Dispose of drainage water to prevent flooding, erosion, or other damage to the site or adjoining areas. Follow environmental requirements.

E. Retain existing drainage patterns external to the site by constructing temporary earth

berms, sedimentation basins, retaining areas, and temporary ground cover as required to control conditions.

F. Plan and execute construction and earth work to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.

1. Hold area of bare soil exposed at one time to a minimum.

2. Provide temporary controls such as berms, dikes, and drains.

G. Construct fill and waste areas by selective placement to eliminate surface silts or clays which will erode.

H. Inspect earthwork periodically to detect start of erosion. Immediately apply corrective measures as required to control erosion.

I. Dispose of sediments offsite, not in or adjacent to streams or floodplains, nor allow sediments to flush into streams or drainage ways. Assume responsibility for offsite disposal location.

J. Unless otherwise indicated, compact embankments, excavations, and trenches by mechanically blading, tamping, and rolling soil in maximum of 8 inch layers. Provide compaction density at minimum 90 percent Standard Proctor ASTM D-698-78 density. Make at least one test per 500 cubic yards of embankment.

K. Do not maneuver vehicles on areas outside of dedicated rights-of-way and easements for construction. Immediately repair damage to erosion and sedimentation control systems caused by construction traffic.

L. Do not damage existing trees intended to remain.

3.18 REMOVAL OF CONTROLS

A. Remove erosion and sediment controls when the site is finally stabilized or as directed by Engineer.

B. Dispose of sediments and waste products following Section 01504- Temporary Facilities.

END OF SECTION - 01570

Section 01572

SOURCE CONTROLS FOR EROSION AND SEDIMENTATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Description of erosion and sediment control and other control-related practices, which shall be utilized during construction activities.

1.02 UNIT PRICES

A. No separate payment will be made for work performed under this Section. Include cost of work performed under this Section in pay items of which this work is a component.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 PREPARATION AND INSTALLATION

A. No clearing and grubbing or rough cutting shall be permitted until erosion and sediment control systems are in place, other than site work specifically directed by the Resident Project Representative to allow soil testing and surveying.

B. Equipment and vehicles shall be prohibited by the Contractor from maneuvering on areas outside of dedicated rights-of-way and easements for construction. Damage caused by construction traffic to erosion and sediment control systems shall be repaired immediately by the Contractor.

C. The Contractor shall be responsible for collecting, storing, hauling, and disposing of spoil, silt, and waste materials as specified in this or other Specifications and in compliance with applicable federal, state, and local rules and regulations.

D. Contractor shall conduct all construction operations under this Contract in conformance with the erosion control practices described in the SWPPP, Drawings, and this Specification.

E. The Contractor shall install, maintain, and inspect erosion and sediment control measures and practices as specified in the SWPPP, Drawings, and in this or other Specifications.

3.02 TOPSOIL PLACEMENT FOR EROSION AND SEDIMENT CONTROL SYSTEMS

A. When topsoil is specified as a component of another Specification, the Contractor shall conduct erosion control practices described in this Specification during topsoil placement operations.

1. When placing topsoil, maintain erosion and sediment control systems, such as swales, grade stabilization structures, berms, dikes, waterways, and sediment basins.

2. Maintain grades which have been previously established on areas to receive topsoil.

3. After the areas to receive topsoil have been brought to grade, and immediately prior to dumping and spreading the topsoil, loosen the subgrade by discing or by scarifying to a depth of at least 2 inches to permit bonding of the topsoil to the subsoil.

4. No sod or seed shall be placed on soil which has been treated with soil sterilants until sufficient time has elapsed to permit dissipation of toxic materials.

3.03 SEDIMENT CONTROL MAINTENANCE

A. All erosion, sediment, and water pollution controls will be maintained in good working order. A rain gauge provided by the Contractor shall be located on the project site. Within 24 hours of a rainfall event of 0.5 inches or more as measured by the project rain gauge, the Contractor and the Resident Project Representative shall inspect the entire project to determine the condition of the control measures. Sediment shall be removed and devices repaired as soon as practicable but no later than 7 days after the surrounding ground has dried sufficiently to prevent further damage from equipment operations needed for repairs.

B. In the event of continuous rainfall over a 24 hour period, or other circumstances that preclude equipment operation in the area, the Contractor shall install additional backup storm water pollution control devices, as determined by the Resident Project Representative, by other appropriate methods. The Contractor shall remove sediment accumulations and deposit the spoils in an area approved by the Resident Project Representative as soon as practical and in accordance with the SWPPP. Any corrective action needed for the control measures is to be accomplished in the sequence directed by the Resident Project Representative; however, areas adjacent to receiving waters shall generally have priority, followed by devices protecting storm sewer inlets.

3.04 DUST CONTROL

A. Implement dust control methods to control dust creation and movement on construction sites and roads and to prevent airborne sediment from reaching receiving streams or storm water conveyance systems, to reduce on-site and off-site damage, to prevent health hazards, and to improve traffic safety.

B. Control blowing dust by using one or more of the following methods:

1. Mulches bound with chemical binders.

2. Temporary vegetative cover.

3. Spray-on adhesives on mineral soils when not used by traffic.

4. Tillage to roughen surface and bring clods to the surface.

5. Irrigation by water sprinkling.

6. Barriers using solid board fences, snow fences, burlap fences, crate walls, bales of straw, or similar materials.

C. Implement dust control methods immediately whenever dust can be observed blowing on the project site.

3.05 KEEPING STREETS CLEAN

A. Keep streets clean of construction debris and mud carried by construction vehicles and equipment. If necessary to keep the streets clean, install stabilized construction exits at construction, staging, storage, and disposal areas. A vehicle/equipment wash area (stabilized with coarse aggregate) may be installed adjacent to the stabilized construction exit, as needed. Release wash water into a drainage swale or inlet protected by erosion and sediment control measures. Construction exit and wash areas are specified in Section 01575 - Stabilized Construction Exit.

B. In lieu of or in addition to stabilized construction exits, shovel or sweep the pavement to the extent necessary to keep the street clean. Waterhosing or sweeping of debris and mud off of the street into adjacent areas is not allowed.

3.06 EQUIPMENT MAINTENANCE AND REPAIR

A. Confine maintenance and repair of construction machinery and equipment to areas specifically designated for that purpose. Locate such areas so that oils, gasoline, grease, solvents, and other potential pollutants cannot be washed directly into receiving streams or storm water conveyance systems. Provide these areas with adequate waste disposal receptacles for liquid as well as solid waste. Clean and inspect maintenance areas daily.

B. On a construction site where designated equipment maintenance areas are not feasible, take precautions during each individual repair or maintenance operation to prevent potential pollutants from washing into streams or conveyance systems. Provide temporary waste disposal receptacles.

3.07 WASTE COLLECTION AND DISPOSAL

A. Contractor shall formulate and implement a plan for the collection and disposal of waste materials on the construction site. In plan, designate locations for trash and waste receptacles and establish a collection schedule. Methods for ultimate disposal of waste shall be specified and carried out in accordance with applicable local, state, and federal health and safety regulations. Make special provisions for the collection and disposal of liquid wastes and toxic or hazardous materials.

B. Keep receptacles and waste collection areas neat and orderly to the extent possible. Waste shall not be allowed to overflow its container or accumulate from day-to-day. Locate trash collection points where they will least likely be affected by concentrated storm water runoff.

3.08 WASHING AREAS

A. Vehicles such as concrete delivery trucks or dump trucks and other construction equipment shall not be washed at locations where the runoff will flow directly into a watercourse or storm water conveyance system. Designate special areas for washing vehicles. Locate these areas where the wash water will spread out and evaporate or infiltrate directly into the ground, or where the runoff can be collected in a temporary holding or seepage basin. Beneath wash areas construct a gravel or rock base to minimize mud production.

3.09 STORAGE OF CONSTRUCTION MATERIALS AND CHEMICALS

A. Isolate sites where chemicals, cements, solvents, paints, or other potential water pollutants are stored in areas where they will not cause runoff pollution.

B. Store toxic chemicals and materials, such as pesticides, paints, and acids in accordance with manufacturers' guidelines. Protect groundwater resources from leaching by placing a plastic mat, packed clay, tar paper, or other impervious materials on any areas where toxic liquids are to be opened and stored.

3.10 DEMOLITION AREAS

A. Demolition activities which create large amounts of dust with significant concentrations of heavy metals or other toxic pollutants shall use dust control techniques to limit transport of airborne pollutants. However, water or slurry used to control dust contaminated with heavy metals or toxic pollutants shall be retained on the site and shall not be allowed to run directly into watercourses or storm water conveyance systems. Methods of ultimate disposal of these materials shall be carried out in accordance with applicable local, state, and federal health and safety regulations.

3.11 SANITARY FACILITIES

A. Provide and maintain sanitary facilities for persons on the job site; comply with the regulations of State and local departments of health.

B. Enforce the use of sanitary facilities by construction personnel at the job site. Such facilities shall be enclosed. Pit-type toilets will not be permitted. No discharge will be allowed form these facilities. Collect and store sewage and waste so as not to cause a nuisance or health problem; have sewer and waste hauled off-site and properly disposed in accordance with City regulations.

C. Located toilets near the Work site and secluded from view insofar as possible. Keep toilets clean and supplied throughout the course of the Work.

3.12 PESTICIDES

A. Use and store pesticides during construction in accordance with manufacturers' guidelines and with local, state, and federal regulations. Avoid overuse of pesticides which could produce contaminated runoff. Take great care to prevent accidental spillage. Never wash pesticide containers in or near flowing streams or storm water conveyance systems.

END OF SECTION

Section 01573

FILTER FABRIC FENCE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Installation of erosion and sediment control filter fabric fences used during construction and until final development of the site. The purpose of filter fabric fences is to contain pollutants from overland flow. Filter fabric fences are not for use in channelized flow areas.

1.02 UNIT PRICES

A. No separate payment will be made for Filter Fabric Fence under this section. Include payment in unit price for related sections.

1.03 SUBMITTALS

A. Manufacturer's catalog sheets and other product data on geotextile fabric.

1.04 REFERENCES

A. ASTM D3786 - Standard Test Method for Hydraulic Bursting Strength for Knitted Goods and Nonwoven Fabrics

B. ASTM D4632 - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles

PART 2 PRODUCTS

2.01 FILTER FABRIC

A. Provide woven or nonwoven geotextile filter fabric made of either polypropylene, polyethylene, ethylene, or polyamide material.

B. Geotextile fabric shall have a grab strength of 100 psi in any principal direction (ASTM D-4632), Mullen burst strength exceeding 200 psi (ASTM D-3786), and the equivalent opening size between 50 and 140.

C. Filter fabric material shall contain ultraviolet inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0 degrees F to 120 degrees F.

D. Representative Manufacturers: Mirafi, Inc., or equal.

PART 3 EXECUTION

3.01 PREPARATION AND INSTALLATION

A. Provide erosion and sediment control systems at the locations shown on the SWPPP. Such systems shall be of the type indicated and shall be constructed in accordance with the requirements shown on the Drawings and specified in this Section.

B. No clearing and grubbing or rough cutting shall be permitted until erosion and sediment control systems are in place, other than site work specifically directed by the Resident Project Representative to allow soil testing and surveying.

C. Maintain existing erosion and sediment control systems located within the project site until acceptance of the project or until directed by the Resident Project Representative to remove and discard the existing system.

D. Regularly inspect and repair or replace damaged components of filter fabric fences as specified in this Section. Unless otherwise directed, maintain the erosion and sediment control systems until the project area stabilization is accepted by the City. Remove erosion and sediment control systems promptly when directed by the Resident Project Representative. Discard removed materials off site.

E. Remove sediment deposits and dispose of them at the designated spoil site for the project. If a project spoil site is not designated on the Drawings, dispose of sediment off site at a location not in or adjacent to a stream or floodplain. Off-site disposal is the responsibility of the Contractor. Sediment to be placed at the project site should be spread evenly throughout the site, compacted and stabilized. Sediment shall not be allowed to flush into a stream or drainage way. If sediment has been contaminated, it shall be disposed of in accordance with existing federal, state, and local rules and regulations.

F. Equipment and vehicles shall be prohibited by the Contractor from maneuvering on areas outside of dedicated rights-of-way and easements for construction. Damage caused by construction traffic to erosion and sediment control systems shall be repaired immediately.

G. Conduct all construction operations under this Contract in conformance with the erosion control practices described in Section 01572- Source Controls for Erosion and Sedimentation.

3.02 CONSTRUCTION METHODS

A. Provide filter fabric fence systems in accordance with the Drawing detail for Filter Fabric Fences. Filter fabric fences shall be installed in such a manner that surface runoff will percolate through the system in sheet flow fashion and allow sediment to be retained and accumulated.

B. Attach the filter fabric to steel posts spaced 6 to 8 feet and embedded a minimum of 18 inches. Steel posts shall have a minimum length of 4 feet. If filter fabric is factory preassembled with support netting, then maximum spacing allowable is 8 feet. Install stakes at a slight angle toward the source of anticipated runoff.

C. Trench in the toe of the filter fabric fence with a spade or mechanical trencher so that the downward face of the trench is flat and perpendicular to the direction of flow. The v-trench configuration as shown on the Drawings may also be used. Lay filter fabric along the edges of the trench. Backfill and compact trench.

D. Filter fabric fence shall have a minimum height of 18 inches and a maximum height of 36 inches above natural ground.

E. Provide the filter fabric in continuous rolls and cut to the length of the fence to minimize the use of joints. When joints are necessary, splice the fabric together only at a support post with a minimum 6-inch overlap and seal securely.

F. Inspect sediment filter barrier systems after each rainfall, daily during periods of prolonged rainfall, and at a minimum once each week. Repair or replace damaged sections immediately. Remove sediment deposits when silt reaches a depth one-third the height of the fence or 6 inches, whichever is less.

END OF SECTION

Section 01575

STABILIZED CONSTRUCTION EXIT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Installation of erosion and sediment control for stabilized construction exits used during construction and until final development of the site.

1.02 SUBMITTALS

A. Manufacturer's catalog sheets and other product data on geotextile fabric.

B. Sieve analysis of aggregates conforming to requirements of this Specification.

1.03 UNIT PRICES

A. No separate payment will be made for work performed under this Section. Include cost of work performed under this Section in pay items for which this work is a component.

1.04 REFERENCES

A. ASTM D 4632 - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.

PART 2 PRODUCTS

2.01 GEOTEXTILE FABRIC

A. Provide woven or nonwoven geotextile fabric made of either polypropylene, polyethylene, ethylene, or polyamide material.

B. Geotextile fabric shall have a minimum grab strength of 270 psi in any principal direction (ASTM D-4632), and the equivalent opening size between 50 and 140.

C. Both the geotextile and threads shall be resistant to chemical attack, mildew, and rot and shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable life at a temperature range of 0°F to 120°F.

D. Representative Manufacturers: Mirafi, Inc., or equal.

2.02 COARSE AGGREGATES

A. Coarse aggregate shall consist of crushed stone, gravel, crushed blast furnace slag, or a combination of these materials. Aggregate shall be composed of clean, hard, durable materials free from adherent coatings, salt, alkali, dirt, clay, loam, shale, soft or flaky materials, or organic and injurious matter.

B. Coarse aggregates shall conform to the following gradation requirements.

Sieve Size (Square Mesh)	Percent Retained (By Weight)
2-1/2"	0
2"	0 - 20
1-1/2"	15 - 50

3/4"	60 - 80
No. 4	95 - 100

PART 3 EXECUTION

3.01 PREPARATION AND INSTALLATION

A. If necessary to keep the street clean of mud carried by construction vehicles and equipment, Contractor shall provide stabilized construction roads and exits at the construction, staging, parking, storage, and disposal areas. Such erosion and sediment controls shall be constructed in accordance with the details shown on the Drawings and specified in this Section.

B. No clearing and grubbing or rough cutting shall be permitted until erosion and sediment control systems are in place, other than as specifically directed by the Resident Project Representative to allow soil testing and surveying.

C. Maintain existing erosion and sediment control systems located within the project site until acceptance of the project or until directed by the Resident Project Representative to remove and discard the existing system.

D. Regularly inspect and repair or replace components of stabilized construction exits. Unless otherwise directed, maintain the stabilized construction roads and exits until the project is accepted by the City. Remove stabilized construction roads and exits promptly when directed by the Resident Project Representative. Discard removed materials off site.

E. Equipment and vehicles shall be prohibited by the Contractor from maneuvering on areas outside of dedicated rights-of-way and easements for construction. Damage caused by construction traffic to erosion and sediment control systems shall be repaired immediately.

F. Conduct all construction operation under this Contract in conformance with the erosion control practices described in the Specification 01572 - Source Controls for Erosion and Sedimentation.

3.02 CONSTRUCTION METHODS

A. Provide stabilized construction exits, and truck washing areas when approved by Resident Project Representative, of the sizes and locations where shown on SWPPP or as specified in this Section.

B. Vehicles leaving construction areas shall have their tires cleaned to remove sediment prior to entrance onto public right-of-way. When washing is needed to remove sediment, Contractor shall construct a truck washing area. Truck washing shall be done on stabilized areas which drain into a drainage system protected by erosion and sediment control measures.

C. Details for stabilized construction exit shall be shown on the SWPPP. Construction of all other stabilized areas shall be to the same requirements. Roadway width shall be at least 14 feet for one-way traffic and 20 feet for two-way traffic and shall be sufficient for all ingress and egress. Furnish and place geotextile fabric as a permeable separator to prevent mixing of coarse aggregate with underlaying soil. Exposure of geotextile fabric to the elements between laydown and cover shall be a maximum of 14 days to minimize damage potential.

D. Roads and parking areas shall be graded to provide sufficient drainage away from stabilized areas. Use sandbags, gravel, boards, or similar methods to prevent sediment from entering public right-of-way, receiving stream or storm water conveyance system.

E. The stabilized areas shall be inspected and maintained daily. Provide periodic top dressing with additional coarse aggregates to maintain the required depth. Repair and clean out damaged control

measures used to trap sediment. All sediment spilled, dropped, washed, or tracked onto public right-of-way shall be removed immediately.

F. The length of the stabilized area shall be as shown on the SWPPP, but not less than 50 feet. The thickness shall not be less than 8 inches. The width shall not be less than the full width of all points of ingress or egress.

G. Stabilization for other areas shall have the same coarse aggregate, thickness, and width requirements as the stabilized construction exit, except where shown otherwise on the SWPPP.

H. Stabilized area may be widened or lengthened to accommodate truck washing area when authorized by Resident Project Representative.

I. Alternative methods of construction may be utilized when shown on SWPPP, or when approved by the Resident Project Representative. These methods include the following:

1. Cement-Stabilized Soil - Compacted cement-stabilized soil or other fill material in an application thickness of at least 8 inches.

2. Wood Mats/Mud Mats - Oak or other hardwood timbers placed edge-to-edge and across support wooden beams which are placed on top of existing soil in an application thickness of at least 6 inches.

3. Steel Mats - Perforated mats placed across perpendicular support members.

END OF SECTION

Section 01576

WASTE MATERIAL DISPOSAL

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Disposal of waste material and salvageable material.

1.02 UNIT PRICES

A. No separate payment will be made for waste material disposal under this Section. Include payment in unit price for related sections.

1.03 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittal Procedures.

B. Obtain and submit disposal permits for proposed disposal sites if required by local ordinances.

C. Submit a copy of written permission from property owner, along with description of property, prior to disposal of excess material adjacent to the Project. Submit a written and signed release from property owner upon completion of disposal work.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 SALVAGEABLE MATERIAL

A. Excavated Material: When indicated on Drawings, load, haul, and deposit excavated material at a location or locations shown on Drawings outside the limits of Project.

B. Other Salvageable Materials: Conform to requirements of individual Specification Sections.

3.02 EXCESS MATERIAL

A. Vegetation, rubble, broken concrete, debris, asphaltic concrete pavement, excess soil, and other materials not designated for salvage, shall become the property of Contractor and shall be removed from the job site and legally disposed of.

B. Excess soil may be deposited on private property adjacent to the Project when written permission is obtained from property owner. See Paragraph 1.03 C above.

C. Waste materials shall be removed from the site on a daily basis, such that the site is maintained in a neat and orderly condition.

END OF SECTION

Section 01578

CONTROL OF GROUND WATER AND SURFACE WATER

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Dewatering, depressurizing, draining, and maintaining trenches, shaft excavations, structural excavations, and foundation beds in a stable condition, and controlling ground water conditions for tunnel excavations.

B. Protecting work against surface runoff and rising flood waters.

C. Disposing of removed water.

1.02 METHOD OF PAYMENT

A. No separate payment will be made for control of ground water and surface water. Include the cost to control ground water and surface water in unit price for work in related sections.

1.03 REFERENCES

A. ASTM D 698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5-lb (2.49 kg) Rammer and 12-inch (304.8 mm) Drop.

B. Federal Regulations, 29 CFR Part 1926, Standards-Excavation, Occupational Safety and Health Administration (OSHA).

C. Federal Register 40 CFR (Vol. 55, No. 222) Part 122, EPA Administered Permit Programs (NPDES), Para.122.26(b)(14) Storm Water Discharge.

D. Texas Commission of Environmental Quality, TCEQ General Permit Number TX150000 Relating to Discharges from Construction Activities.

1.04 DEFINITIONS

A. Ground water control includes both dewatering and depressurization of water-bearing soil layers.

1. Dewatering includes lowering the water table and intercepting seepage which would otherwise emerge from slopes or bottoms of excavations, or into tunnels and shafts, and disposing of removed water. The intent of dewatering is to increase stability of tunnel excavations and excavated slopes; prevent dislocation of material from slopes or bottoms of excavations; reduce lateral loads on sheeting and bracing; improve excavating and hauling characteristics of excavated material; prevent failure or heaving of the bottom of excavations; and to provide suitable conditions for placement of backfill materials and construction of structures and other installations.

2. Depressurization includes reduction in piezometric pressure within strata not controlled by dewatering alone, as required to prevent failure or heaving of excavation bottom or instability of tunnel excavations.

B. Excavation drainage includes keeping excavations free of surface and seepage water.

C. Surface drainage includes use of temporary drainage ditches and dikes and installation of temporary culverts and sump pumps with discharge lines as required to protect the Work from any source of surface water.

D. Equipment and instrumentation for monitoring and control of the ground water control system includes piezometers and monitoring wells, and devices, such as flow meters, for observing and recording flow rates.

1.05 PERFORMANCE REQUIREMENTS

A. Conduct surface and subsurface investigations to identify ground water and surface water conditions and to provide parameters for design, installation, and operation of control systems.

B. Design a ground water control system, compatible with requirements of Federal Regulations 29 CFR Part 1926 and Trench Safety Systems, to produce the following results:

1. Effectively reduce the hydrostatic pressure affecting:
   a. Excavations.
   b. Tunnel excavation, face stability or seepage into tunnels.

2. Develop a substantially dry and stable subgrade for subsequent construction operations.

3. Preclude damage to adjacent properties, buildings, structures, utilities, installed facilities, and other work.

4. Prevent the loss of fines, seepage, boils, quick condition, or softening of the foundation strata.

5. Maintain stability of sides and bottom of excavations.

C. Provide ground water control systems that may include single-stage or multiple-stage well point systems, eductor and ejector-type systems, deep wells, or combinations of these equipment types.

D. Provide drainage of seepage water and surface water, as well as water from any other source entering the excavation. Excavation drainage may include placement of drainage materials, such as crushed stone and filter fabric, together with sump pumping.

E. Provide ditches, berms, pumps and other methods necessary to divert and drain surface water from excavation and other work areas.

F. Locate ground water control and drainage systems so as not to interfere with utilities, construction operations, adjacent properties, or adjacent water wells.

G. Assume sole responsibility for ground water and surface water control systems and for any loss or damage resulting from partial or complete failure of protective measures and any settlement or resultant damage caused by the control operations. Modify control systems or operations if they cause or threaten to cause damage to new construction, existing site improvements, adjacent property, or adjacent water wells, or affect potentially contaminated areas. Repair damage caused by control systems or resulting from failure of the system to protect property as required.

1.06 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittals.

B. Submit a Ground Water and Surface Water Control Plan for review by the Engineer prior to start of any field work. Submit a plan to include the following:

1. Results of subsurface investigation and description of the extent and characteristics of water bearing layers subject to ground water control.

2. Excavation drainage methods including typical drainage layers, sump pump application and other necessary means.

3. Surface water control and drainage installations.

4. Proposed methods and locations for disposing of removed water.

1.07 ENVIRONMENTAL REQUIREMENTS

A. Comply with requirements of agencies having jurisdiction.

B. Obtain permit from TCEQ under the Texas Pollutant Discharge Elimination System (TPDES), for storm water discharge from construction sites. (If Applicable)

C. Monitor ground water discharge for contamination while performing pumping in the vicinity of potentially contaminated sites.

PART 2 P R O D U C T S

2.01 EQUIPMENT AND MATERIALS

A. Equipment and materials are at the option of Contractor as necessary to achieve desired results for control of ground and surface water.

B. Eductors, well points, or deep wells, where used, must be furnished, installed and operated by an experienced contractor regularly engaged in ground water control system design, installation, and operation.

C. All equipment must be in good repair and operating order.

D. Sufficient standby equipment and materials shall be kept available to ensure continuous operation, where required.

PART 3 E X E C U T I O N

3.01 GROUND WATER CONTROL

A. Provide labor, material, equipment, techniques and methods to lower, control and manage ground water in a manner compatible with construction methods and site conditions. Monitor effectiveness of the installed system and its effect on adjacent property.

B. Install, operate, and maintain ground water control systems in accordance with the Ground Water and Surface Water Control Plan. Notify Engineer in writing of any changes made to accommodate field conditions and changes to the Work. Provide revised drawings and calculations with such notification.

C. Provide for continuous system operation, including nights, weekends, and holidays. Arrange for appropriate backup if electrical power is primary energy source for dewatering system.

D. Remove system upon completion of construction or when dewatering and control of surface or ground water is no longer required.

E. Compact backfill to not less than 95 percent of the maximum dry density in accordance with ASTM D 698.

3.02 EXCAVATION DRAINAGE

A. Contractor may use excavation drainage methods if necessary to achieve well drained conditions. The excavation drainage may consist of a layer of crushed stone and filter fabric, and sump pumping in combination with sufficient wells for ground water control to maintain stable excavation and backfill conditions.

3.03 SURFACE WATER CONTROL

A. Intercept surface water and divert it away from excavations through use of dikes, ditches, curb walls, pipes, sumps or other approved means. The requirement includes temporary works required to protect adjoining properties from surface drainage caused by construction operations.

B. Divert surface water and seepage water into sumps and pump it into drainage channels or storm drains, when approved by agencies having jurisdiction. Provide settling basins when required by such agencies.

END OF SECTION

Division 2
Site Work

Section 02040

SEEDING FOR EROSION CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

A. "Seeding for Erosion Control" shall consist of preparing ground, providing for sowing of seeds, mulching with straw, hay or cellulose fiber and other management practices along and across such areas as are designated on the plans and in accordance with these specifications.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. Payment for square yard of ground cover using manufacturer recommended application rates.

2. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

PART 2 PRODUCTS

2.01 GENERAL

A. All seed must meet the requirements of the Texas Seed Law including the labeling requirements for showing pure live seed, (PLS = Purity x Germination), name and type of seed.

B. Additional materials required shall be provided as required.

2.02 SEED

A. Seed furnished shall be of the previous season's crop and the date of analysis shown on each bag shall be within nine months of the time of use on the project.

B. Each variety of seed shall be furnished and delivered in separate bags or containers.

C. A sample of each variety of seed shall be furnished for analysis and testing when directed by the Engineer.

D. Buffalo grass shall be treated with a fungicide approved the Engineer.

E. The amount of seed planted per acre shall be of the type listed in the Table below.

Common Name	Scientific Name
Green Spragletop	Leptochloa dubia
Sidoats Grama (El Reno or Premier)	Boutleoua gracilis
Blue Grama (Texas Grown)	Bouteloua gracilis

Buffalo grass (Treated)	Buchloe dactyloides
Western Wheat grass	Agropyron smithii
Blackwell Switchgrass	Panicum virgatum
Caucasian Bluestem	Andropogon caucasicus
K.R. Bluestem	Andropogon lehmanniana
Lehmann Love grass	Pennisetum ciliare
Rhodegrass	Chloris gayana
Bermuda and Giant Bermunda Grass (Hulle)	Cynodon dactylon
Sand Dropseed	Sporobolus cryptandrum
Bahiagrass (Pensacola)	Paspalum noatum
Weeping Lovegrass	Eragrotis curvula
Sand Bluestem	Andropogon hallii

PART 3 EXECUTION

3.01 PLANTING SEASON

A. All Planting shall be done between the dates specified for each highway district except as specifically authorized in writing

B. The pure live seed planted per acre shall be of the type specified with the mixture, rate and planting dates as follows except as specifically shown on plans.

a. September 15 to March 1: Seeding to be with combination of 2 pounds per 1,000 square feet of un-hulled Bermuda grass (Cynoden Dactolyn) and 2 pounds per 1,000 square feet of winter rye with a purity of 95% germination.

b. March 2 to September 14: Seeding to be with hulled Bermuda grass (Cynoden Dactolyn) at a rate of 2 pounds per 1,000 square feet with a purity of 95% with 85% germination.

END OF SECTION

SECTION 02200
EARTHWORK & SITE GRADING

PART 1 - GENERAL

1.1 SCOPE

A. Perform all work required to complete the project as indicated by the Contract Documents, and furnish all supplementary items necessary for the completion of all work specified in this Section.

B. The work included in this Section shall include furnishing all labor, tools, materials and incidentals required to complete the work; excavate and fill to the lines, elevations and limits shown on the drawings for all pavements, buildings, landscaped areas, etc. as indicated below and cleaning up. The landscaped areas shall be graded to an elevation 6 inches below finished grade allowing for topsoil placement. The pavement areas shall be graded to an elevation below finished grade allowing for pavement placement. Building foundation areas shall be prepared in accordance with the geotechnical investigation and these specifications. The Contractor shall comply with all requirements of the city standards, the E.P.A. requirements and with the standards and specifications stated herein. All earthwork shall be done in accordance with the Geotechnical Investigation.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Section 02100 - Site Clearing
B. Section 02270 - Soil Erosion and Sediment Control
B. Section 02515 - Portland Cement Concrete Paving

1.3 QUALITY ASSURANCE

A. Codes and Standards

1. Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction. The contractor shall have a trench safety plan prepared by a registered professional engineer for all excavations in excess of 5 feet deep.

B. Testing and Inspection Service

1. The owner will engage a soil testing and inspection service for quality control testing during earthwork operations to inspect and test all soil materials proposed for use in all excavation and fill operations.

1.4 JOB CONDITIONS

A. Existing Utilities

1. It shall be the Contractor's responsibility to verify the location (horizontal and vertical depth) of all utilities prior to beginning earthwork operations. If utilities are to remain in place, provide protection from damage during construction operations.

2. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult owner immediately for directions as to how to proceed. Cooperate with owner, public and private utility companies in keeping services and

facilities in operation. Repair damaged utilities to satisfaction of utility owner.

3. Do not interrupt existing utilities serving facilities occupied and used by owner or adjacent properties, except when permitted in writing by property owner and then only after temporary utility services have been provided.

B. Use of Explosives

1. The use of explosives is not permitted.

C. Protection of Persons and Property

1. Barricade open excavations occurring as part of this work and post with warning lights. Provide traffic control as required by the city and as required to protect the public.

2. Protect structures, utilities, sidewalks, pavements, and other facilities from damages caused by settlement, lateral movement, undermining, washout and other hazards created by excavation operations.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. Fill Material:

1. Onsite excavated material free from trash, vegetation, rocks and lumps of earth larger than 4 inches in diameter or other objectionable material. Imported fill, if required, shall also be clean and have a liquid limit less than 50 percent.

B. Select Material:

1. Uniformly blended clayey sand to very sandy with a plasticity index between 6 and 15 and liquid limit of less than 35 percent.

PART 3 - EXECUTION

3.1 INSPECTION

A. Examine the areas and conditions under which earthwork and site grading operations are to be performed. After excavation to subgrade, proofroll with a heavy pneumatic tired roller, loaded dump truck or similar equipment weighing approximately 25 tons or greater to help compact pockets of loose soil and expose additional areas of weak, soft or wet soils in the presence of the owner's representative. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

3.2 EXCAVATION

A. The Contractor shall excavate to the lines and elevations shown on the drawings, as previously indicated herein, regardless of the type, condition, or moisture content of the material encountered. Conduct excavation operations to provide positive drainage, at contractor's expense, at all times during construction. If positive drainage cannot be maintained, contractor shall keep standing water out of all excavations with adequate

dewatering equipment.

B. All areas shall be cut accurately to the indicated grades. Care shall be taken to prevent excavation below the grades indicated and any bottoms or slopes that have been undercut shall be backfilled with approved materials and compacted to the required fill density.

C. Excavation required for rough grading shall be finished within a tolerance of 0.10 foot above or below the rough grade and in no case shall depressions be left that will not completely drain.

3.3 BUILDING SUBGRADE

A. Follow recommendations in geotechnical report and on the structural drawings.

3.4 FILLING

A. Remove all vegetation, organic materials and debris prior to placing fill.

B. Fill used below the parking and landscape areas shall be onsite soils encountered in the excavation or imported fill except grass, weeds, roots, vegetation and similar materials. The largest rock, particle or clod shall be less than 4 inches in diameter prior to compaction.

C. Care should be taken that utility cuts are not left open for extended periods and that cuts are properly backfilled. A positive cut-off of 1' thick compacted clay at the building line shall be used to help prevent water from migrating in the utility trench.

D. Before fill is placed under pavement or if subgrade is in an excavation, subgrade soils shall be scarified to a depth of 8" and recompacted between 93 and 98 percent of maximum dry density per ASTM D698 at a moisture content from +2 to +5 percent above optimum moisture content.

E. Fill below all pavement and landscaped areas shall be placed in 6 to 8 inch loose lifts and compacted to a minimum dry density of 95 percent of the standard proctor density (ASTM D698) under pavement and 90 percent elsewhere. The moisture content shall be between -1 and +3 percent above optimum.

F. Compaction shall be obtained by use of sheeps foot rollers, rubber-tired rollers, or other approved equipment capable of obtaining the required density. In the event the embankment material is too wet or too dry for adequate compaction, the contractor shall add moisture or dry the material as required to the extent necessary to obtain the required density.

3.5 PAVEMENT SUBGRADE

A. Construct subgrades for paved areas to conform to the grades, lines and cross sections shown on the drawings and per the recommendations in the geotechnical report.

B After the pavement subgrades have been shaped and compacted, bring the surface to a firm, unyielding surface by rolling the entire area with an approved vibratory roller. Compact all areas inaccessible to the roller with hand tampers weighing not less than 50 pounds, and with face area not more than 100-square-inches. Unless the material at the time of the rolling contains sufficient moisture to insure proper compaction, add water as directed before compacting. Allow the material containing excess moisture to dry to the proper consistency and moisture content before being compacted.

3.6 MOISTURE CONTROL

A. Where soil material must be moisture conditioned before compaction, uniformly apply required amount of water to surface of soil material in such manner as to prevent free water appearing on surface during, or subsequent to, compaction operations.

B. Remove and replace, or scarify and air dry soil material that is too wet to permit compaction to specified percentage of maximum density.

C. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread on surface where directed by owner's representative and permitted to dry. Assist drying by discing, harrowing or pulverizing until moisture-density relation tests fall within the herein-specified range.

3.7 FIELD QUALITY CONTROL

A. Quality Control Testing During Construction

1. Testing laboratory services shall be in accordance with section 01410.
2. Allow owner's testing service to inspect and approve subgrades and fill layers before further construction work is performed. In the building areas, there will be at least 1 density test per 2500 square feet per lift with a minimum of 3. In the pavement areas there will be at least 1 density test per 5000 square feet per lift with a minimum of 3.
3. If, in the opinion of the owner, based on testing service and inspection, the subgrade or fills which have been placed are below the specified density, the contractor shall provide additional compaction and testing at no additional expense to the owner.
4. The results of density tests which may be selected will be considered satisfactory when they are in each instance equal to or greater than the specified density, and if not more than 1 density test out of 5 has a value greater than 2% below the required density.

3.8 MAINTENANCE

A. Protection of Graded Areas

1. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
2. Repair and re-establish grades in settled, eroded, and rutted areas to the specified tolerances.

B. Reconditioning Compacted Areas

1. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, reshape, and compact to the required density prior to further construction. Use hand tamping for recompaction over underground utilities.

3.8 DISPOSAL OF EXCESS AND WASTE MATERIALS

Remove all excess excavation, trash, debris and waste materials, and legally dispose of off the owner's property, at no additional cost.

END OF SECTION

Section 02233

CLEARING AND GRUBBING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Removing surface debris and rubbish.

B. Clearing site of plant life and grass.

C. Removing trees and shrubs.

D. Removing root system of trees and shrubs.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No Separate payment will be made for work performed under this Section. Include cost of work performed under this Section in pay items for which this work is a component.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REGULATORY REQUIREMENTS

A. Conform to applicable codes for disposal of debris.

B. Coordinate clearing work with utility companies.

1.04 SUBMITTALS

A. Conform to the requirements of Section 01330 – Submittal Procedures.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 PREPARATION

A. Verify that existing plant life and features designated to remain are identified and tagged. Submit preconstruction photographs in accordance with the applicable portions of Section 01321 – Construction Photographs.

3.02 PROTECTION

A. Protect the following from damage or displacement:

1. Living trees located 3 feet or more outside of the intersection of side slopes and original ground line.

2. Plants other than trees and landscape features designated to remain.

3. Utilities designated to remain.

4. Bench marks, monuments, and existing structures designated to remain.

3.03 CLEARING

A. Remove stumps, main root ball, and root system to:

1. A depth of 24 inches below the finished subgrade elevation in the area bounded by lines two feet behind back of curbs.

2. A depth of 24 inches below the finished surface of the required cross section for other areas.

B. Clear undergrowth and deadwood without disturbing subsoil.

C. Remove vegetation from top soil scheduled for reuse.

3.04 REMOVAL

A. Remove debris, rubbish, and extracted plant material life from the site in accordance with requirements of Section 01576 - Waste Material Disposal.

END OF SECTION

SECTION 02270
SOIL EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Furnish all labor, materials, tools, equipment, and services for all soil erosion and sediment control, as indicated, in accord with provisions of Contract Documents.

B. Completely coordinate with work of all other trades.

C. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation in order to meet the United States Environmental Protection Agency requirements.

1.2 QUALITY ASSURANCE

A. Erosion Control Standards:

1. United States Environmental Protection Agency, National Pollutant Discharge Elimination System (NPDES) - Storm Water Management for Construction Activities.

2. North Central Texas Council of Governments (NCTCOG) - Storm Water Quality Best Management Practices for Construction Activities.

1.3 EROSION CONTROL PRINCIPLES:

A. Perform demolition, construction and other soil disturbances in a manner which minimizes soil erosion.

B. Retain and protect existing vegetation as much as is feasible.

C. Keep area which is exposed and free of vegetative cover to a minimum, within practical limits.

D. Protect exposed critical areas during prolonged construction or other land disturbance by temporary seeding, mulching or other suitable stabilization measures.

1.4 JOB CONDITIONS:

A. Comply with all requirements of the EPA for implementation of the storm water pollution prevention plan, under the NPDES General Permits for Storm Water Discharges from Construction Sites.

1.5 SUBMITTALS

A. Project Information:

1. Submit copy of NPDES Storm Water Permit for Construction Activities to Owner prior to construction.

PART 2 - PRODUCTS

2.1 MATERIALS:

A. Filter Fabric: Sediment control silt fabrics, AMOCO Style #2125 or approved equal.

B. Crushed stone.

C. Metal clips or ties.

D. Steel fence posts.

E. Grass Seed: annual ryegrass or Bermuda depending on the season.

F. Concrete block.

G. Wire screen.

PART 3 - EXECUTION

3.1 BEGINNING CONSTRUCTION

A. Prior to general demolition, install temporary silt fences and stabilized construction entrance as indicated on the storm water pollution prevention plan or where directed by Owner.

B. Construct erosion control devices in accordance with the storm water pollution prevention plan and as directed by the Owner during demolition and as demolition progresses.

C. Seed disturbed areas where construction activities temporarily cease at rate necessary to achieve a full stand of grass. Reseed as required until good stand of grass is achieved.

3.2 DURING CONSTRUCTION

A. Maintain temporary silt fences.

B. Inspect regularly, especially after rainstorms.

C. Repair or replace damaged or missing items.

D. Sow temporary grass cover over disturbed areas where construction activities temporarily cease for more than 21 days and as required by NPDES permit.

E. Install inlet protection as indicated by the storm water pollution prevention plan at each inlet.

F. Provide swales and dikes as necessary to direct all water towards a protected device.

G. Do not disturb existing vegetation (grass and trees) outside limits of demolition.

H. Remove sediment from behind temporary silt fences when it reaches a depth of 6 in.

3.3 COMPLETION OF CONSTRUCTION AND STABILIZATION OF THE SITE

A. Remove from site all temporary erosion control devices.

END OF SECTION

Section 02316

EXCAVATION AND BACKFILL FOR STRUCTURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Clearing and grubbing, excavation, backfilling, and compaction of backfill for structures.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No payment will be made for structural excavation and backfill under this Section. Include payment in unit price or lump sum for construction of structures.

2. No separate or additional payment will be made for clearing and grubbing, surface water control, ground water control, or for excavation drainage. Include in the unit price or lump sum construction of structures.

3. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 DEFINITIONS

A. Unsuitable Material: Unsuitable soil materials are the following:

1. Materials that are classified as ML, CL-ML, MH, PT, OH, and OL according to ASTM D 2487.

2. Materials that cannot be compacted to the required density due to either gradation, plasticity, or moisture content.

3. Materials that contain large clods, aggregates, stones greater than 4 inches in any dimension, debris, vegetation, waste or any other deleterious materials.

4. Materials that are contaminated with hydrocarbons or other chemical contaminants.

B. Suitable Material: Suitable soil materials are those meeting specification requirements. Unsuitable soils meeting specification requirements for suitable soils after treatment with lime or cement shall be considered suitable, unless otherwise indicated.

C. Select Material: Material as defined in Section 02320 - Utility Backfill Materials.

D. Backfill: Select material meeting specified quality requirements, placed and compacted under controlled conditions around structures.

E. Foundation Backfill Materials: Natural soil or manufactured aggregate meeting Class I requirements and geotextile filter fabrics as required, to control drainage and material separation. Foundation backfill material is placed and compacted as backfill where needed to provide stable support for the structure foundation base. Foundation backfill materials may include concrete fill and seal slabs.

F. Foundation Base: For foundation base material, use crushed stone aggregate with filter fabric as required, cement stabilized sand, or concrete seal slab. The foundation base provides a smooth, level working surface for the construction of the concrete foundation.

G. Foundation Subgrade: Foundation subgrade is the surface of the natural soil which has been excavated and prepared to support the foundation base or foundation backfill, where needed.

H. Ground Water Control Systems: Installations external to the excavation such as well points, eductors, or deep wells. Ground water control includes dewatering to lower the ground water, intercepting seepage which would otherwise emerge from the side or bottom of the excavation, and depressurization to prevent failure or heaving of the excavation bottom. Refer to Section 01578 - Control of Ground Water and Surface Water.

I. Surface Water Control: Diversion and drainage of surface water runoff and rain water away from the excavation. Remove rain water and surface water which accidentally enters the excavation as a part of excavation drainage.

J. Excavation Drainage: Removal of surface and seepage water in the excavation by sump pumping and using French drains surrounding the foundation to intercept the water.

K. Over-Excavation and Backfill: Excavation of subgrade soils with unsatisfactory bearing capacity or composed of otherwise unsuitable materials below the foundation as shown on Drawings, and backfilled with foundation backfill material.

L. Shoring System: A structure that supports the sides of an excavation to maintain stable soil conditions and prevent cave-ins.

1.04 REFERENCES

A. ASTM D 558 - Test Methods for Moisture-Density Relations of Soil Cement Mixtures.

B. ASTM D 698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, using 5.5-lb (2.49-kg) Rammer and 12-in. (304.88-mm) Drop.

C. ASTM D 1556 - Density of Soil in Place by the Sand-Cone Method.

D. ASTM D 2487 - Classification of Soils for Engineering Purposes.

E. ASTM D 2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

F. ASTM D 3017 - Test Method for Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depths).

G. ASTM D 4318 - Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

H. TxDOT Tex-101-E - Preparation of Soil and Flexible Base Materials for Testing.

I. TxDOT Tex-110-E - Determination of Particle Size Analysis of Soils.

J. Federal Regulations, 29 CFR, Part 1926, Standards - Excavation, Occupational Safety and Health Administration (OSHA).

1.05 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.

B. Submit a work plan for excavation and backfill for each structure with complete written description which identifies details of the proposed method of construction and the sequence of operations for construction relative to excavation and backfill activities. The descriptions, with supporting illustrations, shall be sufficiently detailed to demonstrate to the Engineer that the procedures meet the requirements of the Specifications and Drawings.

C. Submit excavation safety system plan.

1. The excavation safety system plan shall be in accordance with applicable OSHA requirements for all excavations.

2. The excavation safety system plan shall be in accordance with the requirements of Section 01561 - Trench Safety System, for all excavations that fall under State and Federal trench safety laws.

D. Submit a ground and surface water control plan in accordance with requirements in this Section and Section 01578 - Control of Ground Water and Surface Water.

E. Submit backfill material sources and product quality information in accordance with requirements of Section 02320 - Utility Backfill Materials.

F. Submit project record documents under provisions of Section 01785 - Project Record Documents. Record location of utilities, as installed, referenced to survey benchmarks. Include location of utilities encountered or rerouted. Give horizontal dimensions, elevations, inverts and gradients.

1.06 TESTS

A. Testing and analysis of backfill materials for soil classification and compaction during construction will be performed by an independent laboratory in accordance with requirements of Section 01454 - Testing Laboratory Services and as specified in this Section.

B. Contractor shall perform embedment and backfill material source qualification testing in accordance with requirements of Section 02320- Utility Backfill Materials.

PART 2 P R O D U C T S

2.01 EQUIPMENT

A. Perform excavation with equipment suitable for achieving the requirements of this Specification.

B. Use equipment which will produce the degree of compaction specified. Backfill within 3 feet of walls shall be compacted with hand operated equipment. Do not use equipment weighing more than 10,000 pounds closer to walls than a horizontal distance equal to the depth of the fill at that time. Use hand operated power compaction equipment where use of heavier equipment is impractical or restricted due to weight limitations.

2.02 MATERIAL CLASSIFICATIONS

A. Backfill materials shall conform to the classifications and product descriptions of Section 02320 - Utility Backfill Materials. The classification or product description for backfill applications shall be as shown on the Drawings and as specified.

PART 3 E X E C U T I O N

3.01 PREPARATION

A. Conduct an inspection to determine condition of existing structures and other permanent installations.

B. Set up necessary street detours and barricades in preparation for excavation if construction will affect traffic. Conform to requirements of Section 01555 - Traffic Control and Regulation. Maintain barricades and warning devices at all times for streets and intersections where work is in progress, or where affected by the Work, and is considered hazardous to traffic movements.

C. Perform work in accordance with OSHA standards. Employ an excavation safety system as specified in Section 01561 - Trench Safety Systems.

D. Project sites, rights-of-way and easements shall be made ready for construction operations in accordance with Section 02233 – Clearing and Grubbing.

E. Remove existing pavements and structures, including sidewalks and driveways, in accordance with requirements of Section 02221 - Removing Existing Pavements and Structures.

F. Install and operate necessary dewatering and surface water control measures in accordance with requirements of Section 01578 - Control of Ground Water and Surface Water.

3.02 PROTECTION

A. Protect trees, shrubs, lawns, existing structures, and other permanent objects outside of grading limits and within the grading limits as designated on the Drawings, and in accordance with requirements of Section 01562 - Tree and Plant Protection.

B. Protect and support above-grade and below-grade utilities which are to remain.

C. Restore damaged permanent facilities to pre-construction conditions unless replacement or abandonment of facilities are indicated on the Drawings.

D. Prevent erosion of excavations and backfill. Do not allow water to pond in excavations.

E. Maintain excavation and backfill areas until start of subsequent work. Repair and recompact slides, washouts, settlements, or areas with loss of density at no additional cost to the Owner.

3.03 EXCAVATION

A. Perform excavation work so that the underground structure can be installed to depths and alignments shown on Drawings. Use caution during excavation work to avoid disturbing surrounding ground and existing facilities and improvements. Keep excavation to the absolute minimum necessary. No additional payment will be made for excess excavation.

B. The use of explosives or headache balls is prohibited.

C. Upon discovery of unknown utilities, badly deteriorated utilities not designated for removal, or concealed conditions, discontinue work at that location. Notify Resident Project Representative and obtain instructions before proceeding in such areas.

D. Immediately notify the agency or company owning any line which is damaged, broken or disturbed. Obtain approval from Resident Project Representative and agency for any repairs or relocations, either temporary or permanent.

E. Avoid settlement of surrounding soil due to equipment operations, excavation procedures, vibration, dewatering, or other construction methods.

F. Provide surface drainage during construction to protect work and to avoid nuisance to adjoining property. Where required, provide proper dewatering and piezometric pressure control during construction.

G. Maintain permanent benchmarks, monumentation, and other reference points. Unless otherwise directed by the Engineer, replace those which are damaged or destroyed by the Work.

H. Provide sheeting, shoring, and bracing where required to safely complete the Work, to prevent excavation from extending beyond limits indicated on Drawings, and to protect the Work and adjacent structures or improvements. Sheeting, shoring, and bracing used to protect workmen and the public shall conform to requirements of Section 01561 - Trench Safety Systems.

I. Prevent voids from forming outside of sheeting. Immediately fill voids with grout, concrete fill, cement stabilized sand, or other material approved by Resident Project Representative.

J. After completion of the structure, remove sheeting, shoring, and bracing unless shown on Drawings to remain in place or directed by Engineer in writing that such temporary structures may remain. Remove sheeting, shoring and bracing in such a manner as to maintain safety during backfilling operations and to prevent damage to the Work and adjacent structures or improvements.

K. Immediately fill and compact voids left or caused by removal of sheeting with cement stabilized sand or material approved by Resident Project Representative.

3.04 HANDLING EXCAVATED MATERIALS

A. Classify excavated materials. Place material which is suitable for use as backfill in orderly piles at a sufficient distance from excavation to prevent slides or cave-ins.

3.05 DEWATERING

A. Provide ground water control per Section 01578 - Control of Ground Water and Surface Water.

B. Keep ground water surface elevation a minimum of 2 feet below the bottom of the foundation base.

C. Maintain ground water control as directed by Section 01578 - Control of Ground Water and Surface Water and until the structure is sufficiently complete to provide the required weight to resist hydrostatic uplift with a minimum safety factor of 1.2.

3.06 FOUNDATION EXCAVATION

A. Notify Resident Project Representative at least 48 hours prior to planned completion of foundation excavations. Do not place the foundation base until the excavation is accepted by the Resident Project Representative.

B. Excavate to elevations shown on Drawings, as needed to provide space for the foundation base, forming a level undisturbed surface, free of mud or soft material. Remove pockets of soft or otherwise unstable soils and replace with foundation backfill material or a material as directed by the Resident Project Representative. Prior to placing material over it, recompact the subgrade where indicated on the Drawings, scarifying as needed, to 95 percent of the maximum Standard Dry Density according to ASTM D 698. If the specified level of compaction cannot be achieved, moisture condition the subgrade and recompact until 95 percent is achieved, over-excavate to provide a minimum layer of 24 inches of foundation backfill material, or other means acceptable to the Resident Project Representative.

C. Fill unauthorized excessive excavation with foundation backfill material or other material as directed by the Resident Project Representative.

D. Protect open excavations from rainfall, runoff, freezing groundwater, or excessive drying so as to maintain foundation subgrade in a satisfactory, undisturbed condition. Keep excavations free of standing water and completely free of water during concrete placement.

E. Soils which become unsuitable due to inadequate dewatering or other causes, after initial excavation to the required subgrade, shall be removed and replaced with foundation backfill material, as directed by Resident Project Representative, at no additional cost to the Owner.

F. Place foundation base, or foundation backfill material where needed, over the subgrade on same day that excavation is completed to final grade. Where base of excavations are left open for longer periods, protect them with a seal slab or cement-stabilized sand.

G. Crushed aggregate, and other free draining Class I materials, shall have a filter fabric as specified in Section 02621 - Geotextile, separating it from native soils or select material backfill. The fabric shall overlap a minimum of 12 inches beyond where another material stops contact with the soil.

H. Crushed aggregate, and other Class I materials, shall be placed in uniform layers of 8-inch maximum thickness. Compaction shall be by means of at least two passes of a vibratory compactor.

3.07 FOUNDATION BASE

A. After the subgrade is properly prepared, including the placement of foundation backfill where needed, the foundation base shall be placed. The foundation base shall consist of a 12-inch layer of crushed stone aggregate or cement stabilized sand. Alternately, a seal slab with a minimum thickness of 4 inches may be placed. The foundation base shall extend a minimum of 12 inches beyond the edge of the structure foundation, unless shown otherwise on the Drawings.

B. Where the foundation base and foundation backfill are of the same material, both may be placed in one operation.

3.08 BACKFILL

A. Complete backfill to surface of natural ground or to lines and grades shown on Drawings. Use existing material that qualifies as select material, unless indicated otherwise. Deposit backfill in uniform layers and compact each layer as specified.

B. Do not place backfill against concrete walls or similar structures until laboratory test breaks indicate that the concrete has reached a minimum of 85 percent of the specified compressive strength. Where walls are supported by slabs or intermediate walls, do not begin backfill operations until the slab or intermediate walls have been placed and concrete has attained sufficient strength.

C. Remove concrete forms before starting backfill and remove shoring and bracing as work progresses.

D. Maintain fill material at no less than 2 percent below nor more than 2 percent above optimum moisture content. Place fill material in uniform 8-inch maximum loose layers. Compaction of fill shall be to at least 95 percent of the maximum Standard Dry Density according to ASTM D 698 under paved areas. Compact to at least 90 percent around structures under unpaved areas.

E. Where backfill is placed against a sloped excavation surface, run compaction equipment across the boundary of the cut slope and backfill to form a compacted slope surface for placement of the next layer of backfill.

F. Place backfill using cement stabilized sand in accordance with Section 02321 - Cement Stabilized Sand.

3.09 FIELD QUALITY CONTROL

A. Testing will be performed under provisions of Section 01454 - Testing Laboratory Services.

B. Tests will be performed initially on minimum of one different sample of each material type for plasticity characteristics, in accordance with ASTM D 4318, and for gradation characteristics, in accordance with Tex-101-E and Tex-110-E. Additional classification tests will be performed whenever there is a noticeable change in material gradation or plasticity.

C. In-place density tests of compacted subgrade and backfill will be performed according to ASTM D 1556, or ASTM D 2922 and ASTM D 3017, and at the following frequencies and conditions:

1. A minimum of one test for every 100 cubic yards of compacted backfill material.

2. A minimum of three density tests for each full work shift.

3. Density tests will be performed in all placement areas.

4. The number of tests will be increased if inspection determines that soil types or moisture contents are not uniform or if compacting effort is variable and not considered sufficient to attain uniform density.

D. At least one test for moisture-density relationships will be initially performed for each type of backfill material in accordance with ASTM D 698. Additional moisture-density relationship tests will be performed whenever there is a noticeable change in material gradation or plasticity.

E. If tests indicate work does not meet specified compaction requirements, recondition, recompact, and retest at Contractor's expense.

3.10 DISPOSAL OF EXCESS MATERIAL

A. Dispose of excess materials in accordance with requirements of Section 01576 - Waste Material Disposal.

END OF SECTION

Section 02330

EMBANKMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Construction of embankments with excess excavated material and borrow.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for material embankment under this section. Include payment in unit price for excavation or borrow.

B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. ASTM D 698 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft^3 (600 kN-m/m^3)).

B. ASTM D 2922 – Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

C. ASTM D 3017 – Standard Test Method for Water content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

PART 2 PRODUCTS

2.01 MATERIALS

A. Refer to Section 02315 – Roadway Excavation for acceptable excess materials from roadway excavation.

B. Refer to Section 02317 – Excavation and Backfill For Utilities for acceptable excess materials from utility excavation and trenching.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify borrow and excess excavated materials to be reused are approved.

B. Verify removals and clearing and grubbing operations have been completed.

3.02 PREPARATION

A. Backfill tests pits, stump holes, small swales and other surface irregularities. Backfill and compact in designated lift depths to requirements for embankment compaction.

B. Record location and plug and fill inactive water and oil wells. Conform to Texas State Health Department, Texas Commission on Environmental Quality and Texas Railroad Commission requirements. Notify Project Manager prior to plugging wells.

C. Excavate and dispose of unsuitable soil and other unsuitable materials which will not consolidate. Backfill and compact to requirements for embankment. Unsuitable soil is defined in Section 02316 – Excavation and Backfill for Structures and Section 02320 – Utility Backfill Materials.

D. Backfill new utilities below future grade. Conform to requirements of each respective section.

3.03 PROTECTION

A. Protect trees, shrubs, lawns, existing structures, and other features outside of embankment limits.

B. Protect utilities above and below grade, which are to remain.

C. Conform to protection requirements of Section 02315 – Roadway Excavation.

3.04 PLACING EMBANKMENT

A. Do not conduct placement operations during inclement weather or when existing ground or fill materials exceed 3 percent of optimum moisture content. Contractor may manipulate wet material to facilitate drying, by disking or windrowing.

B. Do not place embankment fill until density and moisture content of previously placed material comply with the specified requirements.

C. Scarify areas to be filled to minimum depth of 4 inches to bond existing and new materials. Mix with first fill layer.

D. Spread fill material evenly, from dumped piles or windrows, into horizontal layers approximately parallel to finished grade. Place to meet specified compacted thickness. Break clods and lumps and mix materials by blading, harrowing, disking or other approved method. Extend each layer across full width of fill.

E. Each layer shall be homogenous and contain uniform moisture content before compaction. Mix dissimilar abutting materials to prevent abrupt changes in composition of fill.

F. Layers shall not exceed the following compacted thickness:

1. Areas indicated to be under future paving or shoulders, to be constructed within 6 months: 6 inches when compacted with pneumatic rollers, or 8 inches when compacted with other rollers.

2. Other areas: 12 inches

G. For steep slopes, cut benches into slope and scarify before placing fill. Place increasingly wider horizontal layers of specified depth to level of each bench.

H. Build embankment layers on back slopes, adjacent to existing roadbeds, to level of old roadbed. Scarify top of old roadbed to minimum depth of 4 inches and recompact with next fill layer.

I. Construct to lines and grades shown on Drawings.

J. Remove unsuitable material and excess soil not being used for embankment from site in accordance with requirements of Section 01576 – Waste Material Disposal.

K. Maintain moisture content of embankment materials to attain required density.

L. Compact to following minimum densities at moisture content of optimum to 3 percent above optimum as determined by ASTM D 698, unless otherwise indicated on Drawings:

1. Areas under future paving and shoulders: Minimum density of 95 percent of maximum dry density.

2. Other areas: Minimum density of 90 percent of maximum dry density.

3.05 TOLERANCES

A. Top of Compacted Surface: Plus or minus 1/2 inch in cross section or 16 foot length.

3.06 FIELD QUALITY CONTROL

A. Compaction testing will be performed in accordance with ASTM D 698 or ASTM D 2922 and ASTM D 3017 under provisions of Section 01454 - Testing Laboratory Services.

B. A minimum of three tests will be taken for each 1000 linear feet per lane of roadway or 500 square yards of embankment per lift.

C. If tests indicate work does not meet specified compaction requirements, recondition, recompact, and retest at no additional cost to the Owner.

END OF SECTION

SECTION 02580
PAVEMENT MARKING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Pavement striping and handicap symbols.
2. Primer adhesive.

1.2 SUBMITTALS

A. Product Data: Submit manufacturer's product literature and installations instructions including guidelines and templates as required.

B. Samples: Submit test samples when requested.

1.3 QUALITY ASSURANCE

A. Regulatory Requirements: Handicap parking space marking shall comply with state of Texas and city requirements.

1.4 PROJECT CONDITIONS

A. Apply marking when surfaces are thoroughly dry and when air temperature is above 40 degrees F.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturers:

1. Sherwin-Williams.
2. Pratt & Lambert.

2.2 MATERIALS

A. Latex Paint:

1. Colors: White, yellow, red, and blue as required.

2. Acceptable products - Sherwin-Williams:
   a. White or Yellow: Set Fast Latex Traffic Marking Paint or Acrylic Water Borne Traffic Marking Paint.
   b. Red or Blue: Metalatex Semi-Gloss Coatings.

3. Acceptable Products - Devoe:
   a. White or Yellow: #416XX Traffic-Line Water Based Traffic Marking Paint.
   b. Red or Blue: #83XX Mirrolac W.B.

B. Paint Primer: As recommended by paint manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Ensure new concrete and asphaltic concrete paving has cured for 30 days minimum prior to application of pavement marking.

3.2 PREPARATION

A. Clean surface of scale, dirt, mud, sand gravel, oil, grease and other foreign material.

B. On portland cement concrete, apply primer for striping as recommended by paint manufacturer to act as barrier coat with curing compound.

C. Layout lines and symbols in advance of making application. Space control points at intervals to ensure accurate location of markings.

3.3 PAINT STRIPING APPLICATION

A. Lay out markings using guide line, templates and forms as required. Use white or yellow, match existing paint to distinguish parking spaces. Use red paint for fire lanes.

B. Apply 4" wide stripes at manufacturer's recommended rate.

C. Stencil "FIRE LANE - NO PARKING" in 4" high white block letters on red background 6" high and of appropriate length for lettering background at intervals not closer than 25 ft. and not farther apart than 50 ft. on curbs and pavement throughout length of fire lane.

E. Place suitable warning signs near work site to alert approaching traffic from all directions to prevent damage to newly painted surfaces.

3.4 PROTECTION

A. Protect pavement markings in accordance with manufacturer's instructions.

END OF SECTION

Section 02741

ASPHALTIC CONCRETE PAVEMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Surface courses of compacted mixture of coarse and fine aggregates and asphaltic material.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. Payment for asphaltic concrete pavement is on square yard basis. Separate pay items reused for each different required thickness of pavement.

2. Payment for asphaltic concrete pavement includes payment for associated work performed in accordance with Section 02743 - Tack Coat.

3. Payment for asphaltic concrete in miscellaneous areas is on a square yard basis. Miscellaneous areas include tie-in to existing driveways.

4. No separate payment will be made under this section for asphaltic concrete provided for Section 02951-Pavement Replacement for Utility Construction

5. Refer to Section 01270 - Measurement and Payment for unit price procedures.

6. Refer to Paragraph 3.08 for unit price adjustments.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. ASTM C 33 - Standard Specification for Concrete Aggregates.

B. ASTM C 131 - Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.

C. ASTM C 136 - Standard Method for Sieve Analysis of Fine and Coarse Aggregates.

D. TxDOT Tex-126-E - Molding, Testing, and Evaluation of Bituminous Black Base Material.

E. TxDOT Tex-106-E - Method of Calculating the Plasticity Index of Soils.

F. TxDOT Tex-203-F - Sand Equivalent Test.

G. TxDOT Tex-204-F - Design of Bituminous Mixtures.

H. TxDOT Tex-207-F - Determination of Density of Compacted Bituminous Mixtures.

I. TxDOT Tex-208-F - Test for Stabilometer Value of Bituminous Mixtures.

J. TxDOT Tex-217-F - Determination of Deleterious Material and Decantation Test for Coarse Aggregates.

K. TxDOT Tex-227-F - Theoretical Maximum Specific Gravity of Bituminous Mixtures

1.04 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittal Procedures.

B. Submit certificates that asphaltic materials and aggregates meet requirements of Article 2.01, Materials, of this Section.

C. Submit proposed design mix and test data for each type and strength of surface course in Work.

D. Submit manufacturer's description and characteristics of mixing plant for approval.

D. Submit manufacturer's description and characteristics of spreading and finishing machine for approval.

PART 2 P R O D U C T S

2.01 MATERIALS

A. Coarse Aggregate: Gravel or crushed stone, or combination thereof, that is retained on No. 10 sieve, uniform in quality throughout and free from dirt, organic or other injurious matter occurring either free or as coating on aggregate. Aggregate shall conform to ASTM C 33 except for gradation. Furnish rock or gravel with Los Angeles abrasion loss not to exceed 40 percent by weight when tested in accordance with ASTM C 131.

B. Fine Aggregate: Sand or stone screenings or combination of both passing No. 10 sieve. Aggregate shall conform to ASTM C 33 except for gradation. Use sand composed of sound, durable stone particles free from loams or other injurious foreign matter. Furnish screenings of same or similar material as specified for coarse aggregate. Plasticity index of that part of fine aggregate passing No. 40 sieve shall be not more than 6 when tested by Tex-106-E. Sand equivalent shall have a minimum value of 45 when tested by Tex-203-F.

C. Composite Aggregate: Conform to following limits when graded in accordance with ASTM C 136.

GRADUATION OF COMPOSITE AGGREGATE	
Sieve Size	**Percent Passing**
1/2"	100
3/8"	85 to 100
#4	50 to 70
#10	32 to 42
#40	11 to 26
#80	4 to 14
#200	1 to 6*

*2 to 8 when Test Method Tex – 200 - F, Part II (Washed Sieve Analysis) is used

D. Asphaltic Material: Moisture-free homogeneous material which will not foam when heated to 347 degrees F, meeting following requirements:

VISCOSITY GRADE				
	AC-10		AC-20	
TEST	Min.	Max.	Min.	Max.
Viscosity, 140° F stokes	1000	± 200	2000	± 400
Viscosity, 275° F stokes	1.9	-	2.5	-
Penetration, 77° F, 100g, 5 sec.	85	-	55	-
Flash Point, C.O.C., F.	450	-	450	-
Solubility in trichloroethylene, percent	99.0	-	99.0	-
Tests on residues from thin film oven tests:				
Viscosity, 140° F stokes		3000	-	6000
Ductility, 77° F, 5 cms per min., cms	100	-	70	-
Spot tests	Negative for all grades			

1. Material shall not be cracked.

2.02 EQUIPMENT

A. Mixing Plant: Weight-batching or drum mix plant with capacity for producing Continuously mixtures meeting specifications. Plant shall have satisfactory conveyors, power units, aggregate handling equipment, hot aggregate screens and bins, and dust collectors. Provide equipment to supply materials adequately in accordance with rated capacity of plant and produce finished material within specified tolerances. Following equipment is essential:

1. Cold aggregate bins and proportioning device.
2. Dryer.
3. Screens.
4. Aggregate weight box and batching scales.
5. Mixer.
6. Asphalt storage and heating devices.
7. Asphalt measuring devices.
8. Truck scales.

B. Bins: Separate aggregate into minimum of four bins to produce consistently uniform grading and asphalt content in completed mix.

2.03 MIXES

A. Employ a certified testing laboratory to prepare design mixes. Test in accordance with Tex-126-E or Tex-204-F and Tex-208-F.

B. Density and Stability Requirements:

Percent Density Min.	Max.	Percent Optimum	HVEEM Stability Percent Not Less Than
94.5	97.5	96	35

C. Proportions for Asphaltic Material: Provide 4 to 8 percent of mixture by weight. Aggregate by weight shall not contain more than 1.0 percent by weight of fine dust, clay-like particles, or silt when tested in accordance with Tex-217-F, Part II.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify compacted base course is ready to support imposed loads.

B. Verify lines and grades are correct.

3.02 PREPARATION

A. Prime Coat: If indicated on the Drawings, apply a prime coat conforming to requirements of Section 02742 - Prime Coat. Do not apply a tack coat until primed base has cured to satisfaction of Resident Project Representative.

B. Tack Coat: Conform to requirements of Section 02743 - Tack Coat.

C. Prepare subgrade in advance of asphaltic concrete paving operation.

D. Do not use cutback asphalt during the period of April 16 to September 15.

3.03 PLACEMENT

A. Do not place asphaltic mixture when air temperature is below 50 degrees F and falling. Mixture may be placed when air temperature taken in shade and away from artificial heat is above 40 degrees F and rising.

B. Haul prepared and heated asphaltic concrete mixture to the project in tight vehicles previously cleaned of foreign material. Mixture shall be at temperature between 250 degrees F and 325 degrees F when laid.

C. Spread material into place with approved mechanical spreading and finishing machine of screening or tamping type.

D. Surface Course Material: Surface course 2 inches or less in thickness may be spread in one lift. Spread lifts in such manner that, when compacted, finished course will be smooth, of uniform density, and will be to section, line and grade as shown. Place construction joints on surface courses to coincide with lane lines or as directed by Resident Project Representative.

E. Place courses as nearly continuously as possible. Pass roller over unprotected ends of

Freshly laid mixture only when mixture has cooled. When work is resumed, cut back laid material to produce slightly beveled edge for full thickness of course. Remove old material which has been cut away and lay new mix against fresh cut.

F. When new asphalt is laid against existing or old asphalt, existing or old asphalt shall be saw cut full depth to provide straight smooth joint.

G. In restricted areas where use of paver is impractical, spread and finish asphalt by Mechanical compactor. Use wood or steel forms, rigidly supported to assure correct grade and cross section. Carefully place materials to avoid segregation of mix. Do not broadcast material. Remove any lumps that do not break down readily. Place asphalt courses in same sequence as if placed by machine.

3.04 COMPACTION

A. Begin rolling while pavement is still hot and as soon as it will bear roller without undue displacement or hair cracking. Keep wheels properly moistened with water to prevent adhesion of surface mixture. Do not use excessive water.

B. Compress surface thoroughly and uniformly, first with power-driven, 3-wheel, or tandem rollers weighing from 8 to 10 tons. Obtain subsequent compression by starting at side and rolling longitudinally toward center of pavement, overlapping on successive trips by at least one-half width of rear wheels. Make alternate trips slightly different in length. Continue rolling until no further compression can be obtained and rolling marks are eliminated. Complete rolling before mixture temperature drops below 175 degrees F.

C. Use tandem roller for final rolling. Double coverage with approved pneumatic roller on asphaltic concrete surface is acceptable after flat wheel and tandem rolling has been completed.

D. Along walls, curbs, headers and similar structures, and in locations not accessible to rollers, compact mixture thoroughly with lightly oiled tamps.

E. Compact binder course and surface course to density not less than 94 percent nor more than 98 percent of the maximum possible density of voidless mixture composed of same materials in like proportions.

3.05 TOLERANCES

A. Furnish templates for checking surface in finished sections. Maximum deflection of templates, when supported at center, shall not exceed 1/8 inch.

B. Completed surface, when tested with 10-foot straightedge laid parallel to center line of pavement, shall show no deviation in excess of 1/8 inch in 10 feet. Correct any surface not meeting this requirement.

3.06 FIELD QUALITY CONTROL

A. Testing will be performed under provisions of Section 01454 - Testing Laboratory Services.

B. Minimum of one core will be taken at random locations per 1000 feet per lane of roadway or 500 square yards of base to determine in-place depth and density.

C. In-place density will be determined in accordance with Tex-207-F and Tex-227-F from cores or sections. Other methods of determining in-place density, which correlate satisfactorily with results obtained from roadway specimens, may be used when approved by Engineer.

D. Contractor may, at his own expense, request three additional cores in vicinity of cores indicating nonconforming in-place depths. In-place depth at these locations shall be average depth of four cores.

E. Fill cores and density test sections with new compacted asphaltic concrete.

3.07 NONCONFORMING PAVEMENT

A. Remove and replace any non – conforming pavement.

B. Remove and replace areas of asphalt found deficient in thickness by more than 10 percent. Use new asphaltic base of thickness shown on Drawings.

C. Replace nonconforming pavement sections.

3.08 UNIT PRICE ADJUSTMENT

A. Unit price adjustments shall be made for in-place depth determined by cores as follows:

1. Adjusted Unit Price shall be ratio of average thickness as determined by cores to thickness bid upon, times unit price bid.

2. Adjustment shall apply to lower limit of 90 percent and upper limit of 105 percent of unit price.

3. Average depth below 90 percent may be rejected by Engineer.

3.09 PROTECTION

A. Do not open pavement to traffic until 12 hours after completion of rolling, or as shown on Drawings.

B. Maintain asphaltic concrete pavement in good condition until completion of Work.

C. Repair defects immediately by replacing asphaltic concrete pavement to full depth.

END OF SECTION

Section 02742

PRIME COAT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Prime coat for asphaltic concrete paving

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for prime coat under this Section. Include payment in unit price for material being primed.

2. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittal Procedures.

B. Submit product data for proposed prime coat.

C. Submit report of recent calibration of distributor.

PART 2 PRODUCTS

A. Cutback Asphalt

B. Provide moisture-free homogeneous material which will not foam when heated to 347 degrees F and which meets following requirements:

C. Asphalt material for prime coat shall be MC-30 or MC-70 and shall meet following requirements:

PROPERTIES	TYPE - GRADE			
	MC-30		MC-70	
	MIN.	MAX.	MIN.	MAX.
Water, Percent	---	0.2	---	0.2
Flash Point, T.O.C., °F	100	---	100	---
Kinematic Viscosity at 140°F, cst	30	60	70	140

2. Distillate shall be as follows, expressed as percent by volume of total distillate to 680 degrees F:

TEMPERATURE	TYPE-GRADE			
	MC-30		MC-70	
	MIN.	MAX.	MIN.	MAX.
to 437°F	---	25	---	20
to 500°F	40	70	20	60
to 600°F	75	93	65	90
Residue from 680°F Distillation, Volume, Percent	50	---	55	---

3. Tests on Distillation Residue:

TEST	TYPE-GRADE			
	MC-30		MC-70	
	MIN.	MAX.	MIN.	MAX.
Penetration at 77°F, 100g, 5 sec., cm	120	250	120	250
Ductility at 77°F, 5 cm/min., cm	100*	---	100*	---
Solubility in Trichloroethylene, %	99	---	99	---
Spot Test	All Negative			

*If penetration of residue is more than 200 and ductility at 77 degrees F is less than 100 cm, material will be acceptable if its ductility at 60 degrees F is more than 100 cm.

2.02 EMULSIFIED PETROLEUM RESIN

A. EPR-1 Prime: Slow curing emulsion of petroleum resin and asphalt cement conforming to the following requirements:

PROPERTIES	MIN.	MAX.
Fural Viscosity at 77°F, Sec	14	40
Residue by Evaporation, % by Weight	60	-
Sieve Test, %	-	0.1
Particle Charge Test	Positive	
Tests on the Distillation Residue:		
Flash Point, COC (F)	400	-
Kinematic Viscosity @ 140 F (cst)	190	350

Ductility at 77°F, 5 cm/min., cms	100	---

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify compacted base is ready to support imposed loads.

B. Verify lines and grades are correct.

3.02 PREPARATION

A. Thoroughly clean base course or concrete surface of loose material by brooming prior to application of tack coat.

3.03 APPLICATION

A. Apply tack coat uniformly by use of approved distributor at rate not to exceed 0.05 gallons per square yard of surface.

B. Paint contact surfaces of curbs and structures, and joints with thin uniform coat of tack coat.

C. Cutback Asphalt:

1. Do not place tack coat when air temperature is below 50 degrees F and falling. Materials may be placed when air temperature taken in shade and away from artificial heat is above 40 degrees F and rising.

2. Temperature of tack coat shall be between 125 degrees F and 180 degrees F when applied.

3. Do not heat tack coat above 200 degrees F at any time.

3.04 PROTECTION

A. Prevent traffic or placement of subsequent courses over freshly applied tack coat until authorized by Resident Project Representative.

END OF SECTION

SECTION 02920

TOPSOILING AND FINISHED GRADING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Furnish all labor, materials, tools, equipment, and services for all topsoiling and finished grading, as indicated, in accord with provisions of contract documents.

B. Completely coordinate with work of all other trades.

C. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation.

1.2 LOCATION OF WORK

A. All areas within limits of construction, areas of surplus material disposal, and all areas which are disturbed in the course of the work.

1.3 RELATED SECTIONS

A. Section 02200 - Earthwork and Site Grading

B. Section 02233 - Clearing and Grubbing

1.4 QUALITY ASSURANCE

A. Finish Grading Tolerance:
1. 0.1 ft. (30 mm) plus/minus from required elevations.

1.5 JOB CONDITIONS:

A. Verify amount of topsoil stockpiled and determine amount of additional topsoil, if necessary to complete work.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Topsoil:
1. Original fertile, friable surface soil typical of the area, capable of supporting native plant growth, reasonably free of subsoil, clay, weeds, roots, and stones larger than 1 inch.
   a. Use existing topsoil stockpiled under Section 02100.
   b. If amount of topsoil stockpiled is less than amount necessary for the work, furnish all additional topsoil required at no additional cost to the Owner.
   c. Contractor may import topsoil to the site with prior review and approval by the Owner's Representative.

B. Surplus Material:

1. Legally dispose of surplus material offsite.

PART 3 - EXECUTION

3.1 ROUGH GRADE REVIEW

A. Rough grading shall be inspected and approved by owner's representative before site work proceeds.

3.2 PREPARATION

A. Correct, adjust and/or repair rough graded areas.
   1. Cut off mounds and ridges.
   2. Fill gullies and depressions.
   3. Perform other necessary repairs.
   4. Bring all sub-grades to specified contours, even and properly compacted.

B. Remove all stones and debris over 2 in. (50 mm) in any dimension.

3.3 PLACING TOPSOIL

A. Do not place topsoil when subgrade is either wet or frozen enough to cause clodding.

B. Spread topsoil to minimum compacted depth of 6 in. (100 mm) for all disturbed earth areas.

C. Make finished surface free of stones, sticks, dirt clods or other material 1 in. (25 mm) or more in any dimension.

D. Drag finish with harrow (or hand rake) to insure smooth finish to the lines and grades indicated.

E. Restore areas occupied by stockpiles to condition of rest of finished work.

3.4 ACCEPTANCE

A. Upon completion of topsoiling, obtain owner's representative acceptance of grade and surface.

END OF SECTION

Section 02738

HYDRATED LIME AND LIME SLURRY

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This item establishes the requirements for hydrated lime and commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed materials or mixtures for stabilization of subgrade, subbase and base construction.

B. This specification is applicable for projects or work involving either inch-pound or SI units. Within the text and accompanying tables, the inch-pound units are given preference followed by SI units shown within parentheses.

1.02 MEASUREMENT AND PAYMENT

A. Lime will be measured and paid for in accordance with the governing specifications for the items of construction in which lime is used (e.g. Standard Specification 02739 " LIME TREATMENT"), except that lime treatment for small applications required to stabilize a problem area shall be paid per pound (kilograms: 1 kilogram equals 2.205 pounds) applied. The unit bid price for small applications shall include full compensation for all spreading, mixing and shaping required to stabilize the surface and for any other materials, manipulation, labor, tools, equipment and incidentals necessary to complete the work.

B. Payment will be made under the following:

Small Area Application of Hydrated Lime, Type A	Per Pound.
Small Area Application of Lime Slurry, Type B	Per Pound.
Small Area Application of QuickLime, Type C	Per Pound.

1.03 SUBMITTALS

The submittal requirements of this specification item may include:

A. A plan identifying type, grade, chemical and physical composition of proposed lime application, and

B. A plan for sampling and testing of lime slurry.

1.04 REFERENCES

02739 Lime Treatment

Texas Department of Transportation: Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges

Designation	Description
Item No. 264	Lime and Lime Slurry

Texas Department of Transportation: Manual of Testing Procedures

Designation	Description
Tex-112-E	Methods of Admixing Lime to Reduce Plasticity Index of Soils
Tex-121-E	Soil Lime Testing
Tex-600-J	Sampling and Testing of Hydrated Lime, Quicklime and Commercial Lime Slurry

Texas Department of Transportation: Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges

Designation	Description
Item No. 100	Preparing Right of Way
Item No. 110	Excavation
Item No. 112	Subgrade Widening
Item No. 132	Embankment
Item No. 150	Blading
Item No. 158	Specialized Excavation Work
Item No. 204	Sprinkling
Item No. 210	Rolling (Flat Wheel)
Item No. 211	Rolling (Tamping)
Item No. 213	Rolling (Pneumatic Tire)

Texas Department of Transportation: Manual of Testing Procedures

Designation	Description
Tex-103-E	Determination of Moisture Content of Soil Materials
Tex-104-E	Determination of Liquid Limit of Soils
Tex-105-E	Determination of Plastic limit of Soils
Tex-106-E	Method of Calculating the Plasticity Index of Soils
Tex-114-E	Laboratory Compaction Characteristics & Moisture Density Relationship of Subgrade and Soil
Tex-115-E	Field Method for Determination of In-Place Density of Soils & Base Materials

PART 2 PRODUCTS

2.01 MATERIALS

The various types and grades are defined and identified as follows:

A. Type A (Hydrated Lime)

Type A Hydrated Lime shall consist of a dry powder obtained by treating quicklime with enough water to satisfy its chemical affinity for water under the conditions of its hydration. This material shall consist essentially of calcium hydroxide or a mixture of calcium hydroxide and a small allowable percentage of calcium oxide, magnesium oxide and magnesium hydroxide.

When sampled and tested according to prescribed TxDOT Standard Specification Item No. 264, hydrated lime shall conform to the following requirements as to chemical and physical composition:

Chemical Composition Requirements

Total "active" lime content, percent by weight (mass) {i.e., % by weight (mass) [$Ca(OH)_2$] + % by weight (mass) [CaO]}	Minimum 90.0 %
Note: No more than 5 % by weight (mass) calcium oxide (unhydrated lime) will be allowed in determining the total 'active' lime content.	
Unhydrated lime content, % by weight (mass), CaO	Maximum 5.0 %
"Free water" content, % by weight (mass), H_2O	Maximum 5.0 %

The percent by weight (mass) of residue retained, wet sieve, shall conform to the following requirements:

Wet Sieve Requirements

Residue retained on No. 6 (3.35 mm) sieve	Maximum. 0.2 %
Residue retained on No. 30 (600 □m) sieve	4.0 %

Specifications for Type A applies specifically to the normal hydrate of lime made from "high-calcium" type limestone. Hydrated Lime for stabilization purposes shall be applied as a dry powder or mixed to form a slurry before application as indicated on the Drawings. The slurry shall be free of liquid other than water.

B. Type B (Commercial Lime Slurry)

Type B Lime Slurry shall be a pumpable suspension of solids in water. The slurry shall be furnished at or above the minimum "Dry Solids" content as approved by the Engineer or designated representative and must be of a consistency that can be handled and uniformly applied without difficulty. The water of the liquid portion of the slurry shall not contain dissolved material in sufficient quantity and/or nature to make it injurious or objectionable for the purpose intended. The solids portion of the mixture, when considered on the basis of "solids content", shall consist principally of hydrated lime of a quality and fineness sufficient to meet the requirements as to chemical composition and residue identified below.

When sampled and tested according to prescribed TxDOT Standard Specification Item No. 264, hydrated lime shall conform to the following requirements as to chemical and physical composition:

1. Chemical Composition. The "solids content" of lime slurry shall have a hydrate alkalinity Ca(OH)2 of not less than 87 percent by weight (mass).

2. Residue (Wet Sieve)

The percent by weight (mass) of residue retained in the "solids content" of lime slurry shall conform to the following requirements:

Residue retained on No. 6 (3.35 mm) sieve	Maximum 0.2 %
Residue retained on No. 30 (600 □m) sieve	Maximum 4.0 %.

C. Type C: Quicklime Pellets

Quicklime pellets shall conform to TxDOT Grade DS (TxDOT Specification Item 264) and are only allowable when indicated on the Drawings or when approved by the Engineer or designated representative. Quicklime pellets shall be of a gradation suitable for either "Dry Placing" or for preparation of a slurry for "Wet Placing".

When sampled and tested according to prescribed TxDOT Standard Specification Item No. 264, the quicklime lime shall conform to the following requirements as to chemical and physical composition:

1. Chemical Composition. The "solids content" of lime slurry shall have a hydrate alkalinity CaO of not less than 87 percent by weight (mass).

2. Residue (Wet and Dry Sieve)

The percent by weight (mass) retained in the "solids content" of quicklime shall conform to the following requirements:

Wet Sieve Requirements

Residue retained on No. 6 (3.35 mm) sieve	Maximum 8.0 %

Dry Sieve Requirements

Retained on 1 inch (25 mm) sieve	0.0 %
Retained on 3/4 inch (19 mm) sieve	Maximum of 10.0 %
Retained on No. 100 (150 □m) sieve	Minimum of 80.0 %

D. Water

Water shall be clean and free of industrial wastes and other objectionable substances harmful to the lime and the environment.

2.02 SAMPLING AND TESTING

The sampling and testing of lime slurry shall be conducted in accordance with TxDOT Test Methods: Tex-112-E, Tex-121-E and Tex-600-J.

END OF SECTION

Section 2739

LIME TREATMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This item shall govern the preparation and treatment of the subgrade, existing subbase or existing base by pulverizing the existing materials; furnishing and applying lime; mixing; mellowing for a minimum of 12 hours and compacting the mixed material to the required depth and density. This item applies to treatment of natural ground, embankment or existing pavement structure and shall be constructed as specified herein and in conformity with the typical sections, lines and grades on the drawings or as directed by the Engineer or designated representative. If the type of lime to be placed is not indicated on the drawings, the Contractor shall use Type B, Commercial Lime Slurry or Type C quick lime pebbles for all applications on areas larger than 100 square feet (10 square meters).

This specification is applicable for projects or work involving either inch-pound or SI units. Within the text inch-pound units are given preference followed by SI units shown within parentheses.

1.02 SUBMITTALS

The submittal requirements of this specification item may include:

A. Mix design information (Transportation Criteria Manual Section 3.2.1.A, "Lime Stabilization"),

B. Type of lime and rate of lime application, and

C. Equipment proposed for use in proof rolling, pulverizing, mixing, placement and compaction operations.

1.02 MEASUREMENT AND PAYMENT

A. Lime-conditioning of the type, grade and rate of application on the subgrade, existing subbase and existing base shall be measured by the square yard (square meter: 1 square yard equals 0.836 square meters) to neat lines as shown on the typical sections.

B. Reworking a section to provide the proper compaction shall be measured by the square yard (square meter: 1 square yard equals 0.836 square meters).

C. Work performed and materials furnished as prescribed by this item and measured as provided under "Measurement" will be paid for as follows:

1. "Lime Treated Subgrade," "Lime Treated Existing Subbase" and "Lime Treated Existing Base" will be paid for at the unit bid price per square yard.

2. The unit bid prices shall include full compensation for: preparing the roadbed; furnishing all materials; all freight involved; public scales weighing charges or furnishing scales and labor involved in weighing the material; loosening, mixing, pulverizing, spreading, drying, furnishing and application of lime, sprinkling, rolling, shaping, proof rolling, maintenance and all manipulations, reworking, labor, equipment, fuels, tools and incidentals necessary to complete the work.

3. Reworking a section shall include full compensation for: loosening lime treated layer, furnishing and application of additional lime, road mixing, sprinkling, rolling, shaping, proof rolling, maintenance and all manipulations, labor, equipment, fuels, tools and incidentals necessary to complete reworking.

4. Payment will be made under one of the following:

Lime Treated Subgrade, (8in. Thick)	Per Square Yard.
Lime Treated Existing Subbase, (8in. Thick)	Per Square Yard.
Lime Treated Existing Base, (8 in. Thick)	Per Square Yard.

1.03 REFERENCES

Designation	Description
02738	Hydrated Lime and Lime Slurry
01572	Source Controls for Erosion and Sedimentation
02041	Rolling
02741	Asphalt Concrete Pavement

Texas Department of Transportation: Manual of Testing Procedures

Designation	Description
Tex-101-E, Part III	Preparation of Soil and Flexible Base Materials for Testing
Tex-106-E	Methods of Calculating the Plasticity Index of Soils
Tex-114-E	Laboratory Compaction Characteristics & Moisture Density Relationship of Subgrade & Embankment Soil
Tex-115-E	Field Method for Determination of In-Place Density of Soils & Base Materials
Tex-121-E, Part II	Soil Lime Testing
Tex-140-E	Measuring Thickness of Pavement Layer
Tex-600-J	Sampling and Testing of Hydrated Lime, Quicklime and Commercial Lime Slurry

RELATED CROSS REFERENCE MATERIALS

Texas Department of Transportation: Manual of Testing Procedures

Designation	Description

Tex-103-E	Determination of Moisture Content in Soil Materials
Tex-104-E	Determination of Liquid Limit of Soils
Tex-105-E	Determination of Plastic Limit of Soils

PART 2 PRODUCT

2.01 MATERIALS

A. Lime.

1. The lime shall meet the requirements of SECTION 02738 "Hydrated Lime and Lime Slurry" for the type of lime specified in the drawings or as directed by the Engineer or designated representative.

2. When Type B, Commercial Lime Slurry, is specified, the Contractor shall select the "Dry Solids" content to be used in the slurry prior to construction and shall notify the Engineer in writing 5 working days before changing the "Dry Solids" content.

3. When dry placement of Type C quicklime pebbles are indicated on the Drawings or approved by the Engineer or designated representative, the pebbles shall conform to TxDOT Grade DS (TxDOT Specification Item 264) and shall have a gradation suitable for dry placement.

4. If lime is furnished in bags, each bag shall bear the manufacturer's certified weight (mass). Bags varying more than 5 percent from that weight (mass) may be rejected and the average weight (mass) of bags in any shipment, as shown by weighing 10 bags selected at random, shall not be less than the manufacturer's certified weight (mass).

B. Water

The water shall meet the material requirements of applicable specification in this project manual.

C. Asphalt

The asphalt shall conform to the requirements of 02741 Asphalt Concrete Pavement

PART 3 EXECUTION

3.01 EQUIPMENT

A. The pulverizing, mixing and proof rolling machinery, tools and equipment, which are necessary for the proper execution of the work, shall be approved by the Engineer or designated representative. The equipment shall be located on the project site prior to the initiation of construction operations.

B. During the conduct of the Work all in-use machinery, tools and equipment shall be maintained in a satisfactory and workmanlike manner.

C. Hydrated lime shall be stored and handled in closed, weatherproof containers up to the time that mixing is initiated to form a slurry for distribution on the areas to be treated. If storage bins are used, they shall be completely enclosed. Hydrated lime in bags shall be stored in weatherproof buildings with adequate protection from ground dampness.

D. If lime is furnished in trucks, each truck shall have the weight (mass) of lime certified on public scales or the Contractor shall place a set of standard platform truck scales or hopper scales at a location approved by the Engineer or designated representative.

3.01 CONSTRUCTION METHODS

A. General

a. Prior to commencement of the work, all required erosion control and tree protection measures shall be in place and the utilities located and protected as specified in the City of Austin Standard Contract Document Section 00700, "General Conditions". Construction equipment shall not be operated within the drip line of trees unless otherwise indicated on the drawings or directed by the Engineer or designated representative. Construction materials shall not be stockpiled under the canopies of trees. Excavation or embankment materials shall not be placed within the drip line of trees until appropriate tree wells are constructed.

b. The placement of lime shall not be allowed to adversely impact vegetation, drainageways or waterways, storm water inlets or overflow channels. Structures shall be screened, blocked or protected to prevent lime from entering any structure or waterway.

c. It is the primary requirement of this specification to secure a completed course of treated material, which contains a uniform lime mixture at the rate specified on the drawings or directed by the Engineer or designated representative, is free from loose or segregated areas, exhibits uniform density and moisture content, is well bound for its full depth and displays a smooth surface suitable for placement of subsequent courses. It shall be the responsibility of the Contractor to: regulate the sequence of his work, use the proper amount of lime, maintain the work and rework the courses as necessary to meet the above requirements.

B. Preparation of Subgrade or Existing Base.

a. Unless indicated otherwise on the drawings or directed otherwise by the Engineer or designated representative, the Contractor shall proof roll the roadbed/subgrade in accordance with Standard Specification Item No. 236S, "Rolling (Proof)" prior to pulverization or scarification of the existing material and/or subgrade. Any unstable or spongy subgrade areas identified by proof rolling shall be corrected either by additional re-working, drying and compaction, or by removal and replacement of unsuitable materials. When specifically directed by the Engineer or designated representative, the Contractor shall re-work the subgrade in accordance with Section 201S.3, "Construction Methods" of Standard Specification Item No. 201S, "Subgrade Preparation."

b. Prior to treatment of existing material and/or subgrade the layer to be treated shall be constructed shaped to conform to the typical sections, lines and grades as indicated on the Drawings or as established by the Engineer or designated representative. This work shall be done in accordance with the provisions of applicable bid items. When shown on the Drawings, any existing asphaltic concrete pavement shall be removed and the work will be paid for in accordance with the applicable bid items.

c. When the Contractor elects to use a cutting and pulverizing machine that will process the material to the specified depth, the Contractor will not be required to excavate to the secondary grade or windrow the material. This method will be permitted only if a machine is provided, which will insure that the material is cut uniformly to the proper depth and which has cutters that will plane the secondary grade to a uniform surface over the entire width of the cut. The machine shall provide a visible indication of the depth of cut at all times.

d. The material, either before or after lime is applied, shall be excavated to the secondary grade (i.e. proposed depth of lime treatment) and removed or windrowed to expose the

secondary grade. The secondary grade shall be blue topped at the edge, 1/4 points and along the centerline at not more than 50-foot (15.25 meters) centers. Any wet or unstable materials, located below the secondary grade, shall be corrected, as directed by the Engineer or designated representative, by removing the unstable material or by scarifying, adding lime and compacting until uniform stability is attained.

e. The Contractor shall instruct their crews in the proper handling of lime to ensure that the workers and the public are adequately protected during lime handling and application operations.

C. Premixing Surface

a. When any material is uncovered during the premixing operation that exhibits properties different from the anticipated material, the Engineer or designated representative shall secure a sample of the material for appropriate testing to establish a suitable rate of lime application for the material.

D. Lime Application

a. The percentage of lime to be added by weight (mass) in pounds per square yard (kilograms per square meter) shall be as directed in this document or in accordance with the Lime mix design indicated on the Drawings and may be varied by the Engineer or designated representative if conditions warrant.

b. Unless otherwise approved by the Engineer or designated representative, the lime operation shall not be started when the air temperature is below 41oF (5oC) and falling, but may be started when the air temperature is above 35oF (2oC) and rising. The temperature will be taken in the shade and away from artificial heat.

c. Lime shall not be placed when weather conditions in the opinion of the Engineer or designated representative are unsuitable.

d. Lime shall only be applied to those areas that can be properly processed during the same working day.

e. The application and mixing of lime with the existing material shall be accomplished by the methods hereinafter described as "Dry Placement" or "Slurry Placement." Dry placement will only be permitted for small isolated areas as indicated on the drawings or as directed by the Engineer or designated representative. The minimum rate of lime solids application shall be seven (7) percent by weight (mass), unless indicated otherwise on the Drawings or as directed by the Engineer or designated representative.

f. Any lime exposed to the air for more than six (6) hours and any lime lost or damaged before application due to rain, wind or other cause will be rejected and replaced by the Contractor at its own expense.

1. Dry Placement

a. The lime shall be spread by a spreader approved by the Engineer or designated representative or by bag distribution at the rates shown on the Drawings or as directed by the Engineer or designated representative.

b. The lime shall be distributed at a uniform rate and in such manner as to reduce the scattering of lime by wind. Lime shall not be applied when the wind conditions, in the opinion of the Engineer or designated representative, are such that blowing lime becomes objectionable to adjacent property owners or dangerous to traffic. A motor grader will not be used to spread Type A Hydrated lime but may be used to spread Type C Quicklime Grade "DS" pebbles.

c. The material shall be sprinkled, as approved by the Engineer or designated representative, until the proper moisture content has been secured.

2. Slurry Placement

a. The lime shall be mixed with water in a mixer or trucks with approved distributors to form a slurry with a solids content approved by the Engineer or designated representative. Application of the slurry shall be attained by successive passes over a measured section of roadway until the proper moisture and lime content has been secured. The distributor truck shall be equipped with an agitator, which will keep the lime and water in a uniform mixture.

E. Mixing

a. The mixing procedure shall be the same for "Dry Placement" or "Slurry Placement" as herein described.

b. During the interval of time between application and mixing, hydrated lime that has been exposed to the open air for a period of 6 hours or more or to excessive loss due to washing or blowing will not be accepted and the area shall be retreated.

c. In addition to the above, when Type C Quicklime, Grade "DS", is used under "Dry Placing", the material and lime shall be mixed as thoroughly as possible at the time of the lime application. Sufficient moisture shall be added during the mixing to hydrate the quicklime. After mixing, and prior to compaction, the mixture of material, quicklime and water, shall be moist cured for two (2) to seven (7) days, as approved by the Engineer or designated representative. After curing, mixing shall continue until the material and lime are thoroughly blended to the satisfaction of the Engineer or designated representative.

d. The material and lime shall be thoroughly mixed by road pulverizer equipment approved by the Engineer or designated representative. The material and lime shall be brought to the proper moisture content and the mixing shall be continued until a homogeneous, friable mixture of material and lime is obtained. The lime-material mixture shall be free from all clods or lumps so that, when all nonslaking aggregates retained on the #4 (4.75 mm) sieve are removed, the remainder of the material shall meet the following pulverization requirements, when tested in accordance with TxDOT Test Method Tex-101-E, Part III:

	Percent
Minimum Passing the 1 3/4 inch (45 mm) Sieve	100
Minimum Passing the 3/4 inch (19 mm) Sieve	85
Minimum Passing the No. 4 (4.75 mm) Sieve	60

When the lime-material mixture satisfies the requirements above, the mixture shall be allowed to "mellow" for a minimum of 12 hours prior to the initiation of compaction.

F. Compaction

a. Prior to initiation of compaction, the material shall be aerated or sprinkled as necessary to provide the optimum moisture. The lime-conditioned materials shall then be shaped and uniformly compacted to the sections; lines and grades indicated on the drawings or as directed by the Engineer or designated representative. Compaction shall continue until the entire depth of mixture is uniformly compacted as shown on the Drawings, as specified herein, or as directed by the Engineer or designated representative.

b. When shown on the Drawings or approved by the Engineer or designated representative, multiple lifts will be permitted; however the 12-hour "mellowing" procedure is required for each lift. Individual lift thickness should not exceed 8 inches (200 mm).

c. The course shall be sprinkled as required and compacted to the extent necessary to provide the density specified below:

Description	Density, Percent
For lime-conditioned subgrade, existing subbase or existing base that will receive subsequent subbase or base courses.	Not less than 95% of 'optimum density' or as otherwise indicated on the drawings.
For lime-conditioned existing base that will receive surface courses	Not less than 98% of 'optimum density' or as otherwise indicated on the drawings.

d. Testing for the 'optimum density' used for compaction control shall conform to TxDOT Test Method Tex-113-E. In addition to the requirements specified for density, the full depth of the material indicated shall be compacted to the extent necessary to remain firm and stable under construction equipment. After each section is completed and proof rolled in accordance with Specification Section No. 236S, in place compaction tests will be conducted, as necessary, by the Engineer or designated representative in accordance with TxDOT Test Method, Tex 115-E. If the material fails to meet the density requirements, it shall be reworked as necessary to meet these requirements. Throughout the entire operation the shape of the course shall be maintained by blading and the surface upon completion shall be smooth and in conformity with the typical sections, lines and grades as shown on the Drawings or as established by the Engineer or designated representative.

e. If the lime-conditioned material, due to any reason or cause, loses the required stability, density and finish before the next course is placed, it shall be re-compacted and refinished at the sole expense of the Contractor.

G. Reworking a Section

a. When a section is reworked within 72 hours after completion of compaction, the Contractor shall rework the section to provide the required compaction. When a section is reworked more than 72 hours after completion of compaction, the Contractor shall add 25 percent of the original specified rate of lime application during the reworking operation.

b. Reworking shall include loosening, road mixing as approved by the Engineer or designated representative, compacting and finishing. When a section is reworked, a new optimum density will be determined from the reworked material in accordance with TxDOT Test Method Tex-113-E.

3.02 FINISHING, CURING AND PREPARATION FOR SURFACING

A. After the final layer or course of the lime conditioned subgrade, subbase or base has been compacted, it shall be brought to the required lines and grades in accordance with the typical sections indicated on the drawings. The completed section shall then be "finished off" by rolling with a pneumatic tire or other suitable roller, approved by the Engineer or designated representative, that is sufficiently light in loading to prevent hair cracking.

B. The Contractor shall set blue tops at edges, 1/4 point, and along the centerline at not more than 50 foot (15.25 meter) spacing. The completed section shall be maintained in a moist cured condition for a minimum of 3 days either by maintenance of moist conditions by water sprinkling or by the prevention of moisture loss due to drying by the addition of an asphalt prime coat as indicated on the drawings or as directed by the Engineer or designated representative at the rate of 0.05 to 0.20 gallons per square yard (0.2 to 0.9 liters per square meter) before further courses are added or any through traffic is permitted, unless otherwise directed by the Engineer or designated representative. Curing shall continue for a minimum of seven (7) days before further courses are added or traffic is permitted access, unless a shorter curing period is approved by the Engineer or designated representative.

C. If the drawings require the lime-conditioned material to be sealed or covered by other courses of material, the seal or other course shall be applied within 14 days after final mixing is completed, unless otherwise directed by the Engineer or designated representative. If the 14 day limit cannot be achieved because of insufficient strength gain or other problem with the lime-treated layer, the Contractor shall rework the section in accordance with Section 203S.5(G) above.

3.03 SAMPLING AND TESTING

A. The lime-conditioned mixture shall be tested daily at the Project site for conformance to specification requirements. The Engineer or designated representative shall determine sample locations based on the Contractor's anticipated production. Each day's anticipated production shall be sectioned into three (3) equal, single-pass, sub-area lots. Each day's sample locations shall be equally distributed over the three (3) sub-areas. Also, no more than one location of the three (3) sub-areas is to be located in an irregular shaped area such as a cul-de-sac.

B. When, in the opinion of the Engineer or designated representative, test results appear unrepresentative, additional testing may be authorized. Retesting due to failures or to resolve unrepresentative results will be at the expense of the Contractor and the results of the retesting shall be averaged with the results of the original testing. If the results of retesting indicate that the original testing was erroneous, the original test results will be discarded.

C. The Engineer will obtain samples of completed work to conduct the following tests:

Testing Requirement TxDOT Test Procedure

Optimum Moisture Density	Test Method Tex-113E
In-Place Density of Lime Conditioning	Test Method Tex 115-E
Thickness of Lime Conditioning	Test Method Tex-140-E & Tex-600-J
PI Reduction	Test Method Tex-106-E

The contractor shall repair areas disturbed while obtaining samples.

B. Submit the standard manufacturer's catalog sheets and other pertinent information, for approval, prior to installation.

C. Submit installation methods, as a part of the work plan for excavation and installation of geogrid/geotextile. Obtain approval from Engineer for filter fabric material and the proposed installation method prior to use of the filter fabric.

PART 2 PRODUCTS

2.01 GEOTEXTILE

A. Subgrade Stabilization Geotextile
The use of geotextiles for subgrade stabilization under pavement construction is anticipated on the job, although specific locations, types and quantities will, by necessity, have to be field determined. To provide for isolated instability problems in subgrade excavations under pavement, a quantity of subgrade stabilization geotextile, of two types, has been included in the bid, and the Contractor will be expected to maintain an adequate amount of each on site for such eventualities. In addition, adequate quantities of biaxial geogrid is required for the construction of bioswale ditches at the locations shown on the plans.

Either of the following materials will be acceptable for pavement subgrade stabilization. For bioswale ditch construction, biaxial geogrid as described in paragraph B, below, is required.

B. Subgrade Stabilization Fabric shall be a woven or non-woven engineering geosynthetic, specially designed for subgrade separation and support, conforming to the requirements in Section 213-2 of the Standard Specifications.

C. Geogrid shall be Tensar Geogrid BX-1200, or approved equal. Reinforcement shall be a biaxially oriented geogrid with high tensile modulus in relation to the material being reinforced; with large apertures; thick ribs and continuity of tensile strength through all ribs of the structure. The geogrid shall maintain its reinforcement and interlock under normal construction practices, and shall be resistant to both ultraviolet degradation and all forms of biological degradation normally encountered in the material being reinforced. The geogrid shall be a single-layer grid that meets the dimensions and properties outlined below. Multi-layered grids fastened together shall not be acceptable. The biaxial geogrids shall also conform, in all respects, to the property requirements listed in Table 1:

TABLE 1			
PROPERTY	TEST METHOD	UNITS	VALUE
Tensile			
Peak Tensile MD[1]	GRI GG1	lb/ft	1200 (min)
Tensile @ 2% MD	GRI GG1	lb/ft	410 (min)
Tensile @ 5% MD	GRI GG1	lb/ft	810 (min)
Peak Tensile CMD[1]	GRI GG1	lb/ft	1970 (min)
Tensile @ 2% CMD	GRI GG1	lb/ft	600 (min)
Tensile @ 5% CMD	GRI GG1	lb/ft	1320 (min)
Modulus @ 2% Strain	GRI GG1[2]	lb/ft	18,500 (min)
Apertures			
MD dimensions	I.D. Calipered	in	1.0 (nom)
CMD dimensions	I.D. Calipered	in	1.3 (nom)
open area	COE Method Modified[3]	%	70 (min)
Junctions[4]			
Thickness	O.D. Calipered	in	0.16 (nom)
Efficiency	GRI GG2	%	90 (min)
Strength	GRI GG2	lb/ft	1080 (min)
Secant Aperture	Grid Aperture Test	cm-kg/deg	6.50

Notes:

1) MD - Machine Direction which is along roll length.
   CMD - Cross Machine Direction which is across roll width.
2) Secant Modulus at 2% elongation measured by Geosynthetic Research Institute Test Method GG1 – 1987 "Geogrid Tensile Strength." No offset allowances are made in calculating Secant Modulus.

PART 3 EXECUTION

3.01 CONSTRUCTION

A. Upon exposure of unstable subgrade materials, and when it is determined by the Engineer to be necessary, subgrade stabilization geotextile, either fabric or geogrid, shall be placed at the locations directed by the Engineer. The Contractor will place the geotextile in accordance with the manufacturer's recommendations, or in conformance with Section 300-10 of the Standard Specifications, whichever is more stringent. The material will then be backfilled with an adequate depth of sound aggregate or PMB, and compacted as required to provide a stable construction platform so that pavement construction can continue. The Contractor shall conform to the geotextile manufacturer's recommendations regarding overlap, pinning, backfill and other construction methods.

END OF SECTION

BID DOCUMENTS AND TECHNICAL SPECIFICATIONS

FOR

HIDALGO COUNTY PRECINCT NO. 1

FEMA Road Drainage Improvements Work Authorization No. 2:

Mile 2 East Road (between address 4254 and Mile 4 North, Mercedes, Texas)

Hidalgo County Precinct 1

Hidalgo County, Texas
September 2016

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED PROFESSIONAL ENGINEER

9/21/16

Richard LeFevre, PE, CFM

Civil Engineer:

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC

612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363

Texas Registered Engineering Firm F-11722

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PURCHASING DEPARTMENT
County Of Hidalgo

October 17, 2016.

RE:
ADDENDUM NO.1
FOR RFB PROJECT No.: 2016-362-10-19-SGS
"Road & Drainage Improvements – Mile 2 East Road (between 4254 & Mile 4 North, Mercedes, TX)"

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 2** in connection with **"HIDALGO COUNTY PRECINCT NO 1"** -request for bids for **"Road & Drainage Improvements – Mile 2 East Road (between 4254 & Mile 4 North, Mercedes, TX)".**

Please add this **ADDENDUM NO. 1** to your bid packet so as to permit your company to submit a complete bid.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice to us VIA FAX AT (956) 687-5363 or via email at hector@lefevregroup.net.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 687-5362.

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for **"HIDALGO COUNTY PRECINCT NO 1 – Road & Drainage Improvements – Mile 2 East Road (between 4254 & Mile 4 North, Mercedes, TX)".**

Thank you for your prompt attention to this matter.

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

ADDENDUM NO. 1

October 17, 2016

"HIDALGO COUNTY PRECINCT No. 1 – Road & Drainage Improvements – Mile 2 East Road (between 4254 & Mile 4 North, Mercedes, TX)"
RFB PROJECT NO.: 2016-362-10-19-SGS
Bid Opening Date: October 19, 2016

PLEASE NOTE CHANGES AS FOLLOWS:

1. Clarification:
    - Installation of pavement markings and lines will follow the standard specification included on project manual (section 02580 Pavement Marking) and Hidalgo County Precinct No. 1 requirements.
    - Reclaimed material onsite; follow instructions that is stated on item 16 page 13 of engineering plans.
    - Procurement packets; $50 in lieu of $100.

I, Raul Iglesias, acknowledge receipt of ADDENDUM NO. 1 dated, October 17, 2016, for RFB - HIDALGO COUNTY PRECINCT NO. 1 – Road & Drainage Improvements – Mile 2 East Road (between 4254 & Mile 4 North, Mercedes, TX).

ASASO, LLC dba ASASO CONSTRUCTION
Printed Bidder Name

10/18/2016
Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.

REQUEST FOR SEALED BIDS (RFB)

TO SUPPLY HIDALGO COUNTY with sealed bids for the following ***HIDALGO COUNTY PRECINCT NO. 1*** Construction Projects:

RFB No.: 2016-361-10-19-YSS	ROAD & DRAINAGE IMPROVEMENTS-MILE 8 NORTH RD (between Mile 2 East & Address 1267, Mercedes, TX)
RFB No.: 2016-362-10-19-SGS	ROAD & DRAINAGE IMPROVEMENTS-MILE 2 EAST (between 4254 & Mile 4 North Mercedes TX)
RFB No.: 2016-363-10-19-TDL	ROAD & DRAINAGE IMPROVEMENTS-MILE 2 ½ EAST (between 3 North & Mile 4 North, Mercedes, TX)
RFB No.: 2016-364-10-19-SMA	ROAD & DRAINAGE IMPROVEMENTS-MILE 4 NORTH (between FM 491 & Pedro Martinez Rd, Mercedes, TX)

PROCUREMENT PACKETS. Interested contractors may obtain bid packets at project engineer's office: LeFevre Engineering, 612 W. Nolana, Suite 520, McAllen, TX 78504, Ph. 956-687-5362 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 CONFERENCES are scheduled at HIDALGO COUNTY PURCHASING DEPARTMENT CONFERENCE ROOM:- 2802 S. Business Hwy 281, Edinburg, TX 78539 for **Wednesday, October 12, 2016 at the following times:**

RFB No.: 2016-361-10-19-YSS	ROAD & DRAINAGE IMPROVEMENTS-MILE 8 NORTH RD (between Mile 2 East & Address 1267, Mercedes, TX)	2:00pm
RFB No.: 2016-362-10-19-SGS	ROAD & DRAINAGE IMPROVEMENTS-MILE 2 EAST (between 4254 & Mile 4 North Mercedes TX)	2:15pm
RFB No.: 2016-363-10-19-TDL	ROAD & DRAINAGE IMPROVEMENTS-MILE 2 ½ EAST (between 3 North & Mile 4 North, Mercedes, TX)	2:30pm
RFB No.: 2016-364-10-19-SMA	ROAD & DRAINAGE IMPROVEMENTS-MILE 4 NORTH (between FM 491 & Pedro Martinez Rd, Mercedes, TX)	2:45pm

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. A Payment Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the contract exceeds $25,000. A Performance Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the contract exceeds $100,000.

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet with Bidders' name and address on the upper left hand corner of the sealed envelope and/or package, and **Bid No. and project name** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address: Hidalgo County New Administration Building, 2812 S. Business Hwy 281, Edinburg, TX 78539
Physical Location: Hidalgo County New Administration Building, 2802 S. Business Hwy. 281 (Southeast of Canton Rd & Business Hwy 281) Edinburg, TX

BIDS ACCEPTANCE: Sealed bids will be accepted until **9:30 a.m. on Wednesday, October 19, 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 most current federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.
Typed-written RFI's shall be sent to Engineer. Please follow up with a call to confirm receipt of RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by **October 12, 2016 5:00 p.m.** Inquiries beyond this date will not be responded to. Contact project engineer for copies of Addenda.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS ON THIS THE 27th DAY OF SEPTEMBER, 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

FEMA Road Drainage Improvements Work Authorization No. 2: Mile 2 East Road (between address 4254 and Mile 4 North, Mercedes, Texas)

RFB NO: 2016-362-10-19-SGS

Acceptance Date: **October 19, 2016**

Martha L. Salazar, CPPB,
Purchasing Agent Hidalgo County
Purchasing Department

Project Buyer Contact Information:

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 1- FEMA Road Drainage Improvements Work Authorization No. 2: MILE 2 EAST ROAD (between address 4254 and Mile 4 North, Mercedes, Texas)"** 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-2016-362-10-19-SGS HIDALGO COUNTY PRECINCT NO. 1- FEMA Road Drainage Improvements Work Authorization No. 2: MILE 2 EAST ROAD (between address 4254 and Mile 4 North, Mercedes, Texas)"** and in County's Purchasing Department, 2802 South Business Hwy 281, New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, OCTOBER 19, 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-2016-362-10-19-SGS HIDALGO COUNTY PRECINCT NO. 1- FEMA Road Drainage Improvements Work Authorization No. 2: MILE 2 EAST ROAD (between address 4254 and Mile 4 North, Mercedes, Texas)". Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

12. Costs are to be net F.O.B., County Prepaid.

13. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

14. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

15. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

16. DELIVERY INSTRUCTIONS:

    . No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

17. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"BID-2016-362-10-19-SGS HIDALGO COUNTY PRECINCT NO. 1 - FEMA Road Drainage Improvements Work Authorization No. 2: MILE 2 EAST ROAD (between address 4254 and Mile 4 North, Mercedes, Texas)"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

18. Schedule of Events

Pre-Bid Conference,	**2:15 PM**	October 12, 2016
Bid Opening,	**9:30 AM**	October 19, 2016
Award of Contract		, 2016
Commence Work or Deliver Products		, 2016

19. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76. **Register as SAMS System for Award Management @ www.sam.gov**

. 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.

20. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

21. Disclosure of Conflict of Interest

. Effective January 1, 2016, 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-1, 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.
Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL

22. **CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)**
As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB No. as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: xxxxx.xxxx@co.hidalgo.tx.us . Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

23. 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.

24. 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.

25. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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-
FEMA Road Drainage Improvements Work Authorization No. 2:
"Mile 2 East Road (between address 4254 and Mile 4 North, Mercedes, Texas)"
BID-2016-362-10-19-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business 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:	ASAGO, LLC dba ASAGO CONSTRUCTION
Address:	2113 PECOS ST., MISSION, TX 78572
By:	
Printed Name:	RAUL IGLESIAS
Title:	MEMBER

BID BOND

THE STATE OF)
) ss. KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF Hidalgo)

That we, Asago Construction, of the City of Mission, County of Hidalgo, and State of Texas (hereinafter called "Principal") as Principal, and Hartford Fire Insurance Company (hereinafter called the Surety) as Surety, authorized under the laws of the State of Connecticut to act as surety on bonds for principals, are held and firmly bound unto Hidalgo County (hereinafter called the Owner) as obligee, in the sum of 5% Greatest Amount Bid ($ 5%) in lawful money of the United States for the payment of Principal and Surety, and bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal has, submitted a Bid Form (Proposal) to enter into a certain written agreement with Owner for Construction of Road & Drainage Improvements for Mile 2 East hereinafter referred to as "Agreement."

NOW, THEREFORE, the condition of this obligation is such that if the Owner shall accept the Bid Form (Proposal) of the the Principal and the Principal shall faithfully enter into agreement with Owner in accordance with the terms of such Bid, and give such Bonds as are specified in the Bidding or Contract Documents; or in the event of the failure of Principal to enter such Agreement and give such Bond or Bonds, if the Principal shall pay to Owner the difference not to exceed the sum hereof between the amount specified in said Bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED THIS 19th day of October A.D. 2016.

Witness

PRINCIPAL: Asago Construction

By: Raul Iglesias

2113 Pecos

Mission, TX 78572

Address

Witness

SURETY: Hartford Fire Insurance Company

By: Andy Alvarez

Attorney-In-Fact

P.O. Drawer 3783

McAllen, TX 78502

Address

956-787-8536

(Surety's Telephone Number)

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
Bond T-4
One Hartford Plaza
Hartford, Connecticut 06155
call: **888-266-3488** *or fax:* **860-757-5835)**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code:** 65-813646

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Andy Alvarez, Phil Young, Dewey Young of SAN JUAN, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

CERTIFICATE

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 19th, 2016

Signed and sealed at the City of Hartford.

Gary W. Stumper, Vice President

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, Raul Iglesias, authorized representative for Asago Construction.
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

10/17/2016
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, Raul Iglesias, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: Bid, Payment, and Performance.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

10/17/2016
Date

Asago Construction
Company

2113 Pecos St.
Address

Mission, TX 78572
City, State, Zip

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/14/2016

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
San Juan Insurance Agency, Inc DBA Valley Ins Providers &/or Truckers Ins
PO Drawer 3783
McAllen TX 78502-

CONTACT NAME: Elizabeth Hernandez
PHONE (A/C, No, Ext): 956 781-6663 ext 226
FAX (A/C, No): (956)702-7556
E-MAIL ADDRESS: ehernandez@vip-ins.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Technology Insurance Co., Inc.	
INSURER B: Texas Mutual Insurance Co	22945
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
ASAGO, LLC.
ASAGO CONSTRUCTION
2113 Pecos st
Mission TX 78572-

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		TPP1058291 03	07/15/2016	07/15/2017	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 $ 50,000 $EXCLUDED $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			TSF0001134832-4	07/15/2016	07/15/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			86379T160ALI	07/15/2016	07/15/2017	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			TSF0001134832-4	07/15/2016	07/15/2017	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
B	EQUIPMENT FLOATER			TSF0001134832-4	07/15/2016	07/15/2017	LIMIT	275,577
B	INSTALLATION FLOATER			TSF0001134832-4	07/15/2016	07/15/2017	LIMIT Equipment Leased/Rented	365,000 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT: HIDALGO COUNTY PRECINT NO. 1 - FEMA ROAD DRAINAGE IMPROVEMENTS - MILE 2 EAST ROAD

SEE ATTACHED VEHICLE SCHEDULES

AI 017584

CERTIFICATE HOLDER

HIDALGO COUNTY
2812 S. BUSINESS HIGHWAY 281
EDINBURG TX 78539-

Fax: ( ) -

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE D Young

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AGENCY CUSTOMER ID: 7040

VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 11/14/2016

AGENCY	CARRIER	NAIC CODE
San Juan Insurance Agency, Inc DBA	Technology Insurance Co., Inc.	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
TPP1058291 03	07/15/2016	ASAGO, LLC. ASAGO CONSTRUCTION

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
1	2008	NISSAN	TITAN/ PICKUP		1N6BA07D88N327160	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES		ADD'L NO-FAULT		UNDRINS MOTOR			LSP	RENT REIMB	DEDUCTIBLES			COMP/ OTC	SPEC C OF L
PLEASURE	COMM'L		FOR HIRE	X LIAB		MED PAY		TOWING & LABOR		FT	X COMP/ OTC	FG	AA		ST AMT	$	
FARM	RETAIL			X NO-FAULT	X	UNINS MOTOR		SPEC C OF L		FTW	X COLL		$		$ 1,000	COLL	
	SERVICE																

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
2	2005	FORD	F750/ WATER TRK		3FRXF75A85V215442	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES		ADD'L NO-FAULT		UNDRINS MOTOR			LSP	RENT REIMB	DEDUCTIBLES			COMP/ OTC	SPEC C OF L
PLEASURE	COMM'L		FOR HIRE	X LIAB		MED PAY		TOWING & LABOR		FT	X COMP/ OTC	FG	AA		ST AMT	$	
FARM	RETAIL			X NO-FAULT	X	UNINS MOTOR		SPEC C OF L		FTW	X COLL		$		$ 1,000	COLL	
	SERVICE																

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
3	2006	FORD	F250/ PICKUP		1FTNF20506EC55965	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES		ADD'L NO-FAULT		UNDRINS MOTOR			LSP	RENT REIMB	DEDUCTIBLES			COMP/ OTC	SPEC C OF L
PLEASURE	COMM'L		FOR HIRE	X LIAB		MED PAY		TOWING & LABOR		FT	X COMP/ OTC	FG	AA		ST AMT	$	
FARM	RETAIL			X NO-FAULT	X	UNINS MOTOR		SPEC C OF L		FTW	X COLL		$		$ 1,000	COLL	
	SERVICE																

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
4	2004	MACK	CX600 / TRK/TRAILER	TRK TRACTOR	1M1AE06Y94N018752	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES		ADD'L NO-FAULT		UNDRINS MOTOR			LSP	RENT REIMB	DEDUCTIBLES			COMP/ OTC	SPEC C OF L
PLEASURE	COMM'L		FOR HIRE	X LIAB		MED PAY		TOWING & LABOR		FT	X COMP/ OTC	FG	AA		ST AMT	$	
FARM	RETAIL			X NO-FAULT	X	UNINS MOTOR		SPEC C OF L		FTW	X COLL		$		$ 1,000	COLL	
	SERVICE																

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
5	1985	LUFKIN	DUMP TRAILER		1L01C3526F1069352	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/ 12,800							$

USE				CHECK COVERAGES		ADD'L NO-FAULT		UNDRINS MOTOR			LSP	RENT REIMB	DEDUCTIBLES			COMP/ OTC	SPEC C OF L
PLEASURE	COMM'L		FOR HIRE	X LIAB		MED PAY		TOWING & LABOR		FT	X COMP/ OTC	FG	AA		ST AMT	$	
FARM	RETAIL			X NO-FAULT	X	UNINS MOTOR		SPEC C OF L		FTW	X COLL		$		$ 1,000	COLL	
	SERVICE																

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

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AGENCY CUSTOMER ID: 7040

ACORD®

VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 11/14/2016

AGENCY	CARRIER	NAIC CODE
San Juan Insurance Agency, Inc DBA	Technology Insurance Co., Inc.	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
TPP1058291 03	07/15/2016	ASAGO, LLC. ASAGO CONSTRUCTION

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
6	2000	MAKE: INTERNATIONAL MODEL: 4700 / WATER TRK	V.I.N.: 1HTSCABM5YH256401	PP SPEC COML			

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES																		
PLEASURE	COMM'L		FOR HIRE		ADD'L NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV		COMP/ OTC		SPEC C OF L
FARM	RETAIL			X LIAB	MED PAY		TOWING & LABOR		FT	X	COMP/ OTC		FG	AA		ST AMT		$			
	SERVICE			X NO-FAULT	X UNINS MOTOR		SPEC C OF L		FTW	X	COLL			$				$ 1,000		COLL	

DRIVE TO WORK / SCHOOL | < 15 MILES | 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
8	2011	MAKE: CHEVROLET MODEL: PICKUP	V.I.N.: 1GCNCPEA9BZ279454	PP SPEC COML			

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES																		
PLEASURE	COMM'L		FOR HIRE		ADD'L NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV		COMP/ OTC		SPEC C OF L
FARM	RETAIL			X LIAB	MED PAY		TOWING & LABOR		FT	X	COMP/ OTC		FG	AA		ST AMT		$			
	SERVICE			X NO-FAULT			SPEC C OF L		FTW	X	COLL			$				$ 1,000		COLL	

DRIVE TO WORK / SCHOOL | < 15 MILES | 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
9	2011	MAKE: CHEVROLET MODEL: PICKUP	V.I.N.: 1GCRCPEX0BZ342916	PP SPEC COML			

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES																		
PLEASURE	COMM'L		FOR HIRE		ADD'L NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV		COMP/ OTC		SPEC C OF L
FARM	RETAIL			X LIAB	MED PAY		TOWING & LABOR		FT	X	COMP/ OTC		FG	AA		ST AMT		$			
	SERVICE			X NO-FAULT	X UNINS MOTOR		SPEC C OF L		FTW	X	COLL			$				$ 1,000		COLL	

DRIVE TO WORK / SCHOOL | < 15 MILES | 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
10	2011	MAKE: CHEVROLET MODEL: SILVERADO ExtCab/PK	V.I.N.: 1GCRCPEX6BZ291678	PP SPEC COML			

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES																		
PLEASURE	COMM'L		FOR HIRE		ADD'L NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV		COMP/ OTC		SPEC C OF L
FARM	RETAIL			X LIAB	MED PAY		TOWING & LABOR		FT	X	COMP/ OTC		FG	AA		ST AMT		$			
	SERVICE			X NO-FAULT	X UNINS MOTOR		SPEC C OF L		FTW	X	COLL			$				$ 1,000		COLL	

DRIVE TO WORK / SCHOOL | < 15 MILES | 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
12	1993	MAKE: FORD MODEL: L9000/END DUMP	V.I.N.: 1FDZY90L2PVA31922	PP SPEC COML			

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES																		
PLEASURE	COMM'L		FOR HIRE		ADD'L NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV		COMP/ OTC		SPEC C OF L
FARM	RETAIL			X LIAB	MED PAY		TOWING & LABOR		FT	X	COMP/ OTC		FG	AA		ST AMT		$			
	SERVICE			X NO-FAULT	X UNINS MOTOR		SPEC C OF L		FTW	X	COLL			$				$ 1,000		COLL	

DRIVE TO WORK / SCHOOL | < 15 MILES | 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

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AGENCY CUSTOMER ID: 7040

ACORD® VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 11/14/2016

AGENCY	CARRIER	NAIC CODE
San Juan Insurance Agency, Inc DBA	Technology Insurance Co., Inc.	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
TPP1058291 03	07/15/2016	ASAGO, LLC. ASAGO CONSTRUCTION

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
13	1982	MAKE: MACK MODEL: Trk/Asphalt Distribu	V.I.N.: 1M2K127C3CM005039	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES		ADD'L NO-FAULT		UNDRINS MOTOR		LSP		RENT REIMB	DEDUCTIBLES		COMP/ OTC	SPEC C OF L
PLEASURE	COMM'L	FOR HIRE		LIAB	X	MED PAY		TOWING & LABOR	F	COMP/ OTC		FG	AA	ACV / ST AMT	$	
FARM	RETAIL			NO-FAULT	X	UNINS MOTOR	X	SPEC C OF L	FT	COLL			$		$	COLL
	SERVICE								FTW							

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
14	2001	MAKE: COUNTRY BLACK MODEL: TRAILER	V.I.N.: 1C9182123Z1711573	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES		ADD'L NO-FAULT		UNDRINS MOTOR		LSP		RENT REIMB	DEDUCTIBLES		COMP/ OTC	SPEC C OF L
PLEASURE	COMM'L	FOR HIRE		LIAB		MED PAY		TOWING & LABOR	F	COMP/ OTC		FG	AA	ACV / ST AMT	$	
FARM	RETAIL			NO-FAULT		UNINS MOTOR		SPEC C OF L	FT	COLL			$		$	COLL
	SERVICE								FTW							

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
15	1998	MAKE: INTERNATIONAL MODEL: 4700/ Digger Derrick	V.I.N.: 1HTSCAAL8WH567195	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE				CHECK COVERAGES		ADD'L NO-FAULT		UNDRINS MOTOR		LSP		RENT REIMB	DEDUCTIBLES		COMP/ OTC	SPEC C OF L
PLEASURE	COMM'L	FOR HIRE		LIAB		MED PAY		TOWING & LABOR	F	COMP/ OTC		FG	AA	ACV / ST AMT	$	
FARM	RETAIL			NO-FAULT		UNINS MOTOR		SPEC C OF L	FT	COLL			$		$	COLL
	SERVICE								FTW							

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
17	2003	MAKE: chevrolet MODEL: 2500HD crew cab Pick	V.I.N.: 1GCHC23UX3F108129	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES		ADD'L NO-FAULT		UNDRINS MOTOR		LSP		RENT REIMB	DEDUCTIBLES		COMP/ OTC	SPEC C OF L
PLEASURE	COMM'L	FOR HIRE		LIAB		MED PAY		TOWING & LABOR	F	COMP/ OTC		FG	AA	ACV / ST AMT	$	
FARM	RETAIL			NO-FAULT		UNINS MOTOR		SPEC C OF L	FT	COLL			$		$	COLL
	SERVICE								FTW							

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
18	1997	MAKE: ECONOLINE MODEL: FLAT BED TRAILER	V.I.N.: 42EDOMP29V1005427	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		25,000 /							$

USE				CHECK COVERAGES		ADD'L NO-FAULT		UNDRINS MOTOR		LSP		RENT REIMB	DEDUCTIBLES		COMP/ OTC	SPEC C OF L
PLEASURE	COMM'L	FOR HIRE		LIAB		MED PAY		TOWING & LABOR	F	COMP/ OTC		FG	AA	ACV / ST AMT	$	
FARM	RETAIL			NO-FAULT		UNINS MOTOR		SPEC C OF L	FT	COLL			$		$	COLL
	SERVICE								FTW							

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

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AGENCY CUSTOMER ID: 7040

ACORD®

VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 11/14/2016

AGENCY	CARRIER	NAIC CODE
San Juan Insurance Agency, Inc DBA	Technology Insurance Co., Inc.	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
TPP1058291 03	07/15/2016	ASAGO, LLC ASAGO CONSTRUCTION

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
19	1985	MAKE: Lufkin MODEL: End Dump Trailer	V.I.N.: 1L01C3526F1069352	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		12,800 /							$

USE				CHECK COVERAGES																
PLEASURE	COMM'L	FOR HIRE		LIAB		ADD'L NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV	COMP/ OTC		SPEC C OF L
FARM	RETAIL			MED PAY				TOWING & LABOR		FT		COMP/ OTC		FG	AA		ST AMT	$		
	SERVICE			NO-FAULT		UNINS MOTOR		SPEC C OF L		FTW		COLL			$			$		COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
20	2006	MAKE: Chevrolet MODEL: colorado LTZ Pickup	V.I.N.: 1GCCS148768325879	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES																
PLEASURE	COMM'L	FOR HIRE		LIAB		ADD'L NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV	COMP/ OTC		SPEC C OF L
FARM	RETAIL			MED PAY				TOWING & LABOR		FT		COMP/ OTC		FG	AA		ST AMT	$		
	SERVICE			NO-FAULT		UNINS MOTOR		SPEC C OF L		FTW		COLL			$			$		COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
21	1993	MAKE: Interstate MODEL: RGN 40 ton Lowboy	V.I.N.: 1JKSGN2B8PL350004	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES																
PLEASURE	COMM'L	FOR HIRE		LIAB		ADD'L NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV	COMP/ OTC		SPEC C OF L
FARM	RETAIL			MED PAY				TOWING & LABOR		FT		COMP/ OTC		FG	AA		ST AMT	$		
	SERVICE			NO-FAULT		UNINS MOTOR		SPEC C OF L		FTW		COLL			$			$		COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
22	2007	MAKE: Dragon MODEL: bottom dp trlr40ft	V.I.N.: 1UNSD40277C053310	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES																
PLEASURE	COMM'L	FOR HIRE		LIAB		ADD'L NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV	COMP/ OTC		SPEC C OF L
FARM	RETAIL			MED PAY				TOWING & LABOR		FT		COMP/ OTC		FG	AA		ST AMT	$		
	SERVICE			NO-FAULT		UNINS MOTOR		SPEC C OF L		FTW		COLL			$			$		COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
23	2007	MAKE: DRAGON MODEL: bottom DP trlr 40 ft	V.I.N.: 1UNSD40297C053311	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES																
PLEASURE	COMM'L	FOR HIRE		LIAB		ADD'L NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV	COMP/ OTC		SPEC C OF L
FARM	RETAIL			MED PAY				TOWING & LABOR		FT		COMP/ OTC		FG	AA		ST AMT	$		
	SERVICE			NO-FAULT		UNINS MOTOR		SPEC C OF L		FTW		COLL			$			$		COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

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AGENCY CUSTOMER ID: 7040

VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 11/14/2016

AGENCY	CARRIER	NAIC CODE
San Juan Insurance Agency, Inc DBA	Technology Insurance Co., Inc.	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
TPP1058291 03	07/15/2016	ASAGO, LLC. ASAGO CONSTRUCTION

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
24	2003	CPS	Bottom Dump Trailer		5MC1116233P004460	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES																		
PLEASURE	COMM'L	FOR HIRE		LIAB	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL			MED PAY		TOWING & LABOR	FT	COMP/ OTC	FG	AA	ST AMT	$	
	SERVICE			NO-FAULT	UNINS MOTOR	SPEC C OF L	FTW	COLL		$		$	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
25	2005	International	9200I Truck Tractor		3HSCEAHR15N0500631	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES																		
PLEASURE	COMM'L	FOR HIRE		LIAB	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL			MED PAY		TOWING & LABOR	FT	COMP/ OTC	FG	AA	ST AMT	$	
	SERVICE			NO-FAULT	UNINS MOTOR	SPEC C OF L	FTW	COLL		$		$	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
26	2003	MACK	CH613 Truck Tractor		1M1AA13Y23W150122	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES																		
PLEASURE	COMM'L	FOR HIRE		LIAB	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL			MED PAY		TOWING & LABOR	FT	COMP/ OTC	FG	AA	ST AMT	$	
	SERVICE			NO-FAULT	UNINS MOTOR	SPEC C OF L	FTW	COLL		$		$	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
27	2003	Mack	CH613 Truck Tractor		1M1AA18Y23W151666	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES																		
PLEASURE	COMM'L	FOR HIRE		LIAB	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL			MED PAY		TOWING & LABOR	FT	COMP/ OTC	FG	AA	ST AMT	$	
	SERVICE			NO-FAULT	UNINS MOTOR	SPEC C OF L	FTW	COLL		$		$	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
28	1997	RANCO		TR	1R9BSE509VL008737	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES																		
PLEASURE	COMM'L	FOR HIRE		LIAB	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL			MED PAY		TOWING & LABOR	FT	COMP/ OTC	FG	AA	ST AMT	$	
	SERVICE			NO-FAULT	UNINS MOTOR	SPEC C OF L	FTW	COLL		$		$	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

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AGENCY CUSTOMER ID: 7040

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VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 11/14/2016

AGENCY	CARRIER	NAIC CODE
San Juan Insurance Agency, Inc DBA	Technology Insurance Co., Inc.	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
TPP1058291 03	07/15/2016	ASAGO, LLC. ASAGO CONSTRUCTION

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
29	1997	MAKE: GMC MODEL: C7500	V.I.N.: 1GDM7H1J6VJ500146	PP SPEC COML			

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L / F / FT / FTW / LSP / COMP/OTC / COLL / RENT REIMB / FG / DEDUCTIBLES / AA / ACV / ST AMT / COMP/OTC $ / SPEC C OF L $ / COLL $

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + / NET VEH DR/CR: / TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
30	2013	MAKE: INTERNATIONAL MODEL: PROSTAR TRUCK TRACTO	V.I.N.: 1HSDHSJR5DJ306041	PP SPEC COML			

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L / F / FT / FTW / LSP / COMP/OTC / COLL / RENT REIMB / FG / DEDUCTIBLES / AA / ACV / ST AMT / COMP/OTC $ / SPEC C OF L $ / COLL $

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + / NET VEH DR/CR: / TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
31	2013	MAKE: INTERNATIONAL MODEL: PROSTAR TRUCK TRACTO	V.I.N.: 1HSDHSJR4DJ463219	PP SPEC COML			

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L / F / FT / FTW / LSP / COMP/OTC / COLL / RENT REIMB / FG / DEDUCTIBLES / AA / ACV / ST AMT / COMP/OTC $ / SPEC C OF L $ / COLL $

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + / NET VEH DR/CR: / TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
32	2013	MAKE: INTERNATIONAL MODEL: PROSTAR TRUCK TRACTO	V.I.N.: 1HSDHSJR2DJ306224	PP SPEC COML			

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L / F / FT / FTW / LSP / COMP/OTC / COLL / RENT REIMB / FG / DEDUCTIBLES / AA / ACV / ST AMT / COMP/OTC $ / SPEC C OF L $ / COLL $

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + / NET VEH DR/CR: / TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
33	2000	MAKE: PETERBILT MODEL: 378 4000 GALLON	V.I.N.: 1XPFST9X2YD536709	PP SPEC COML			

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L / F / FT / FTW / LSP / COMP/OTC / COLL / RENT REIMB / FG / DEDUCTIBLES / AA / ACV / ST AMT / COMP/OTC $ / SPEC C OF L $ / COLL $

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + / NET VEH DR/CR: / TOTAL PREM: $

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AGENCY CUSTOMER ID: 7040

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VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 11/14/2016

AGENCY	CARRIER	NAIC CODE
San Juan Insurance Agency, Inc DBA	Technology Insurance Co., Inc.	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
TPP1058291 03	07/15/2016	ASAGO, LLC. ASAGO CONSTRUCTION

VEHICLE DESCRIPTION

VEH # 34 | YEAR 1998 | MAKE: MACH | MODEL: CH613 DUMP TRUCK | BODY TYPE: | V.I.N.: 1M1AA13Y2WW078519 | VEHICLE TYPE: PP SPEC COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE: TX | TERR | GVW / GCW | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW $

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L / F / FT / FTW / LSP / COMP/ OTC / COLL

RENT REIMB: FG

DEDUCTIBLES: AA / ACV / ST AMT / COMP/ OTC $ / SPEC C OF L $ / COLL $

DRIVE TO WORK / SCHOOL | < 15 MILES | 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH # 35 | YEAR 2010 | MAKE: 40 FT T/A BOTTOM DUMP TRAILER | MODEL: RANCO | BODY TYPE: | V.I.N.: 1D9SD4029AR661042 | VEHICLE TYPE: PP SPEC COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE: TX | TERR | GVW / GCW | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW $

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L / F / FT / FTW / LSP / COMP/ OTC / COLL

RENT REIMB: FG

DEDUCTIBLES: AA / ACV / ST AMT / COMP/ OTC $ / SPEC C OF L $ / COLL $

DRIVE TO WORK / SCHOOL | < 15 MILES | 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH # 36 | YEAR 1998 | MAKE: CPS SBD240 40 FT T/A | MODEL: BOTTOM DUMP TRAILER | BODY TYPE: | V.I.N.: 4Z4111621WP001058 | VEHICLE TYPE: PP SPEC COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE: TX | TERR | GVW / GCW | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW $

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L / F / FT / FTW / LSP / COMP/ OTC / COLL

RENT REIMB: FG

DEDUCTIBLES: AA / ACV / ST AMT / COMP/ OTC $ / SPEC C OF L $ / COLL $

DRIVE TO WORK / SCHOOL | < 15 MILES | 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH # 37 | YEAR 2016 | MAKE: GMC | MODEL: SIERRA 1500 | BODY TYPE: | V.I.N.: 3GTP1NEC5GG346787 | VEHICLE TYPE: PP SPEC COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE: TX | TERR | GVW / GCW | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW $

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L / F / FT / FTW / LSP / COMP/ OTC / COLL

RENT REIMB: FG

DEDUCTIBLES: AA / ACV / ST AMT / COMP/ OTC $ / SPEC C OF L $ / COLL $

DRIVE TO WORK / SCHOOL | < 15 MILES | 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH # 38 | YEAR 2006 | MAKE: MACK | MODEL: CXN 613 | BODY TYPE: | V.I.N.: 1M1AK06Y06N008784 | VEHICLE TYPE: PP SPEC COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE: TX | TERR | GVW / GCW | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW $

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L / F / FT / FTW / LSP / COMP/ OTC / COLL

RENT REIMB: FG

DEDUCTIBLES: AA / ACV / ST AMT / COMP/ OTC $ / SPEC C OF L $ / COLL $

DRIVE TO WORK / SCHOOL | < 15 MILES | 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

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VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 11/14/2016

AGENCY	CARRIER	NAIC CODE
San Juan Insurance Agency, Inc DBA	Technology Insurance Co., Inc.	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
TPP1058291 03	07/15/2016	ASAGO, LLC. ASAGO CONSTRUCTION

VEHICLE DESCRIPTION

VEH # 39 | YEAR 2004 | MAKE: MACK | MODEL: CH 613 | BODY TYPE: | V.I.N.: 1M2AA13Y34N156675 | VEHICLE TYPE: PP SPEC COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS | STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE: TX | TERR | GVW / GCW | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW $

USE: PLEASURE / FARM | COMM'L / RETAIL / SERVICE | FOR HIRE | CHECK COVERAGES: LIAB / NO-FAULT | ADD'L NO-FAULT / MED PAY / UNINS MOTOR | UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L | F / FT / FTW | LSP / COMP/OTC / COLL | RENT REIMB / FG | DEDUCTIBLES: AA / ST AMT / $ | ACV | COMP/OTC $ | SPEC C OF L $ COLL

DRIVE TO WORK / SCHOOL | < 15 MILES | 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH # 40 | YEAR 2007 | MAKE: CTS | MODEL: BDT40 | BODY TYPE: | V.I.N.: 5TU1140297S000032 | VEHICLE TYPE: PP SPEC COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS | STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE: TX | TERR | GVW / GCW | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW $

USE: PLEASURE / FARM | COMM'L / RETAIL / SERVICE | FOR HIRE | CHECK COVERAGES: LIAB / NO-FAULT | ADD'L NO-FAULT / MED PAY / UNINS MOTOR | UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L | F / FT / FTW | LSP / COMP/OTC / COLL | RENT REIMB / FG | DEDUCTIBLES: AA / ST AMT / $ | ACV | COMP/OTC $ | SPEC C OF L $ COLL

DRIVE TO WORK / SCHOOL | < 15 MILES | 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH # 41 | YEAR 2006 | MAKE: CTS | MODEL: BDT40 | BODY TYPE: | V.I.N.: 1C9114O236S770596 | VEHICLE TYPE: PP SPEC COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS | STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE: TX | TERR | GVW / GCW | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW $

USE: PLEASURE / FARM | COMM'L / RETAIL / SERVICE | FOR HIRE | CHECK COVERAGES: LIAB / NO-FAULT | ADD'L NO-FAULT / MED PAY / UNINS MOTOR | UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L | F / FT / FTW | LSP / COMP/OTC / COLL | RENT REIMB / FG | DEDUCTIBLES: AA / ST AMT / $ | ACV | COMP/OTC $ | SPEC C OF L $ COLL

DRIVE TO WORK / SCHOOL | < 15 MILES | 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH # 42 | YEAR 2006 | MAKE: CTS | MODEL: BDT40 | BODY TYPE: | V.I.N.: 5TU1140246S000566 | VEHICLE TYPE: PP SPEC COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS | STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE: TX | TERR | GVW / GCW | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW $

USE: PLEASURE / FARM | COMM'L / RETAIL / SERVICE | FOR HIRE | CHECK COVERAGES: LIAB / NO-FAULT | ADD'L NO-FAULT / MED PAY / UNINS MOTOR | UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L | F / FT / FTW | LSP / COMP/OTC / COLL | RENT REIMB / FG | DEDUCTIBLES: AA / ST AMT / $ | ACV | COMP/OTC $ | SPEC C OF L $ COLL

DRIVE TO WORK / SCHOOL | < 15 MILES | 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH # | YEAR | MAKE: | MODEL: | BODY TYPE: | V.I.N.: | VEHICLE TYPE: PP SPEC COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS | STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE | TERR | GVW / GCW | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW $

USE: PLEASURE / FARM | COMM'L / RETAIL / SERVICE | FOR HIRE | CHECK COVERAGES: LIAB / NO-FAULT | ADD'L NO-FAULT / MED PAY / UNINS MOTOR | UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L | F / FT / FTW | LSP / COMP/OTC / COLL | RENT REIMB / FG | DEDUCTIBLES: AA / ST AMT / $ | ACV | COMP/OTC $ | SPEC C OF L $ COLL

DRIVE TO WORK / SCHOOL | < 15 MILES | 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

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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.**

Asago, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date 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.**

NONE

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.**

NONE

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

10/17/2016

Date

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, Raul Iglesias, 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.

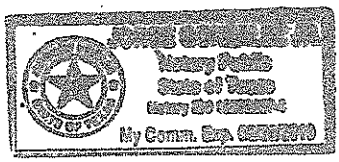
(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____, Member

Subscribed and sworn to before me this ~~October~~ 18th day of October, 2016.

_____
Notary Public

My commission expires: 20th day of May, 2019



Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:
Print Name: Raul Iglesias
Title: Member
Telephone Number: 956-607-0741
Date: 10/17/2016

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: Asago, LLC Telephone No. (956) 607-0741

dba Name: Asago Construction

Legal Name: Asago, LLC

Mailing Address : 2113 Pecos St. Fax No. (956) 585-7040

Physical Address: 2112 S. Shary Rd. # 17

City, State, Zip Mission, TX 78572 Tax I.D. No. 74-2821087

Remit to Address : 2113 Pecos St. City, State, Zip Mission, TX 78572

E-Mail Address: asago@rgv.rr.com

Representative(s) Name(s) & Title(s) Raul Iglesias, Member

Type of Organization (check one): ____ Individual ____ Partnership ____ Corporation ____ Non-Profit
X LLC ____ Sole Proprietor ____ Other, Specify

State Identification No.____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: ____ Date:____ Other:

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
Distributor X Service Organization ____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Raul Iglesias, Member

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

☐ Black American
☐ Hispanic American
☐ Asian Pacific American
☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☒ No

Indicate Certification No.(s):____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?: Construction Services

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:

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-16-362-11-01

This Agreement, entered into this 1st day of November,2016 by and between Hidalgo County (hereinafter called the "OWNER," and, Asago, LLC dba Asago Construction (a limited liability company), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements – Mile 2 East Road

Hereinafter called the project, for the sum of $164,927.97 (One Hundred Sixty-Four Thousand Nine Hundred and Twenty-Seven Dollars and Ninety-Seven Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by LeFevre Engineering & Management Consulting, LLC, entitled the Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 90 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $250.00for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, 1st of November, 2016.

CONTRACTOR: _____
Print Name & Title: Raul Iglesias, Manager
Name of Firm: Asago, LLC dba Asago Construction
Address: 2113 Pecos Street, Mission, Texas 78572
Fed I.D. #/SS #: 74-2821087

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 9th day of NOVEMBER, 2016, by Member (Title) Of and on behalf of Asago, LLC (a limited liability company)

_____
Notary Public-Signature

NOTARY PUBLIC STATE OF TEXAS
ELIZABETH HERNANDEZ
Notary Public, State of Texas
ID# 12601249-2
My Commission Expires
01-25-2019

APPROVED AS TO FORM:
Atlas, Hall Rodriguez, L.L.P.

BY: _____
Stephen L. Crain

DATE: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Ramon Garcia, County Judge

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:
2016-129504

Date Filed:
10/27/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Asago, 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 Precinct No. 1

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 services, goods, or other property to be provided under the contract.

2016-362-10-19-SGS
FEMA Road Drainage Improvements - Mile 2 East Road (Between Address 4254 and Mile 4 North, Mercedes, Texas)

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.

GERALD WILLIAM ALBRECHT
Notary Public, State of Texas
Comm. Expires 06-15-2019
Notary ID 13025911-0

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Raul Iglesias Villarreal, this the 27th day of October, 20 16, to certify which, witness my hand and seal of office.

Gerald William Albrecht | Gerald William Albrecht | Notary

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Asago, LLC

Business name, if different from above
Asago Construction

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☒ Other ▶ .....LLC..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
2113 Pecos St.

Requester's name and address (optional)

City, state, and ZIP code
Mission, TX 78572

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
7	4	–	2	8	2	1	0	8	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. 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 ▶ 10/17/2016

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.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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: Asago Construction

Address: 2113 Pecos St., Mission, TX 78572

2112 S. Shary Rd. # 17, Mission, TX 78572

Date Organized: 1/31/1997 Date Incorporated: _____

Office Number: 956-607-0741 Fax Number: 956-585-7040

Number of years in business under present name: 18

Type of work performed by your company: Road and Drainage Construction

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 Drainage District # 1

Address: 2802 S. Business Hwy 281, Edinburg, Tx 78539

Ph/Fx Number: 956-318-2626 Email: _____

Scope of Work Description: Edinburg WWTP Effluent Line Roadway Crossings

Date Completed: 2013 Total Cost: 763,581.39

****

2. Owner: Hidalgo County

Address: 2802 S. Business Hwy 281, Edinburg, Tx 78539

Ph/Fx Number: 956-318-2626 Email: _____

Scope of Work Description: Road & Drainage Improvements at Rancho Escondido Subdivision

Date Completed: 2013 Total Cost: $379,063.33

****

3. Owner: Hidalgo County Precinct # 2

Address: 2802 S. Business Hwy 281, Edinburg, Tx 78539

Ph/Fx Number: 956-318-2626 Email: _____

Scope of Work Description: Road & Draiange Improvements at Mid-Valley Estates

Date Completed: 2012 Total Cost: $ 317,767

****

4. Owner: Hidalgo County

Address: 2802 S. Business Hwy 281, Edinburg, Tx 78539

Ph/Fx Number: 956-318-2626 Email: _____

Scope of Work Description: Road & Drainage Improvements at Pentecostal Subdivision

Date Completed: 2012 Total Cost: $ 190,325.60

****

5. Owner: Hidalgo County Precinct # 2 & Urban County Program

Address: 2802 S. Business Hwy 281, Edinburg, Tx 78539

Ph/Fx Number: 956-318-2626 Email: _____

Scope of Work Description: South Tower Road Improvement

Date Completed: 2012 Total Cost: $ 418,500.00

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

Texas Department of Transportation - US 281 Highway Reconstruction

Texas Department of Transportation - Edinburg Safe Routes to School Phase II

Texas Department of Transportation - Edinburg Safe Routes to School Phase I

4. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County's project that will comprise at least 20% of the total project cost. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

   Failure to submit the information as required may result in a disqualification of your bid.

   None

5. **PERFORMANCE OF WORK BY BIDDER:** Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

   The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

   Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this 18th day of October, 2016.

By Raul Iglesias

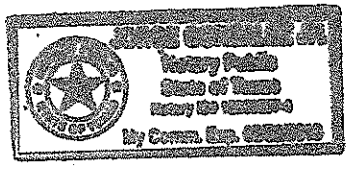
Title Member

Subscribed and sworn to me this 18th day of October, 2016

By: _____

Notary Public in and for Hidalgo County, Texas

My commission expires 05/20/2019



SALES TAX AND LOCAL SALES TAX
EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statues of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statues of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the 1st day of November, 2016.

Contractor

THE COUNTY OF HIDALGO
TEXAS

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 1
FEMA Road Drainage Improvements Work Authorization No.2:
Mile 2 East Road (between address 4254 and Mile 4 North, Mercedes, Texas)

BID NO. 2016-362-10-19-SGS

RFB SUBMITTAL CHECK LIST

All forms listed below must be submitted in the RFB response. If forms are not submitted, your response may be considered as non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

- ✓ Page 9 of Legal Notice
- ✓ Exhibit "C" – Acknowledgement forms (pages 3 and 4)
- ✓ Exhibit "D1 Revised CIQ Form –Copy of County Clerk File Recording fee receipt
- ✓ Exhibit "E" Proposers Affidavit
- ✓ Vendor Bidder Application and IRS form W-9
- ✓ Certification Regarding Debarment
- ✓ Statement of Credentials
- ✓ Submittal Check List
- ✓ One (1) Original, three (3) Copies of Response.

Signature	RAUL IGLESIAS	10/18/2016
	Printed Name	Date

BID PAGE

Hidalgo County
Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements Work Authorization No. 2: Mile 2 East (between address 4254 and Mile 4 North, Mercedes, Texas)
Bid No.: 2016-362-10-19-SGS

SCOPE OF WORK DESCRIPTION:
Drainage Improvements to Mile 2 East

BID PRICE: $ 164,927.97

BIDDER/COMPANY NAME: ASAGO, LLC dba ASAGO CONSTRUCTION

ADDRESS: 2113 PECOS ST.

CITY/STATE/ZIP CODE: MISSION, TX 78572

PHONE & FAX NO.'S: 956-607-0741 & 956-585-7040

CELLULAR #: 956-279-9787

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: RAUL IGLESIAS

TITLE: MEMBER

OPENED
952 10-19-16

Witnessed

[illegible]

BID FOR UNIT PRICE CONTRACTS

PLACE HIDALGO COUNTY
DATE 10/19/2016
PROJECT NO. 2016-362-10-19-SGS

Proposal of ASAGO, LLC (hereinafter called "Bidder") a corporation/ a partnership, or an individual doing business as: ASAGO CONSTRUCTION.

TO the Hidalgo County – Precinct No. 1 (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of ROAD & DRAINAGE IMPROVEMENTS - MILE 2 EAST having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is part.

Bidder hereby agrees to commence work under this contract on or about date to be specified in written "Notice to Proceed" of the owner and to fully complete the project within 90 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of $250.00 for each consecutive calendar day thereafter as herein after provided in Paragraph 19 of the General Conditions.

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM:

Addendum # 1 on 10/17/2016

*Insert corporation, partnership or individual as applicable.

Bidder agrees to perform all of the ROAD & DRAINAGE CONSTRUCITON work described in the specifications and shown on plans, for the following unit prices:

ITEM NO.	ITEM DESCRIPTION		UNIT	UNIT QTY.	UNIT PRICE IN FIGURES (1)	TOTAL FIGURES
	Hidalgo County Precinct No. 1- Mile 2 East (between address 4254 and Mile 4 North, Mercedes, Texas)					
1-1	Mobilization, Bonds and Insurance (not to exceed 3% of Total Bid) and project signage.		LS	1	$3,000.00	$3,000.00
1-2	Traffic Control Plan signed and sealed by a professional engineer licensed in Texas		LS	1	$3,000.00	$3,000.00
1-3	Excavate and haul away for reclamation 2-inch deep Asphalt wear surface and 4-inches of Caliche base, Note: base is 4 feet wider than wear surface. Treat existing sub base with 2% lime and compact to achieve proposed sub base.		SY	9,856	$1.00	$9,856.00
1-4	Install Biaxial Geogrid #1200 material over Sub Base.		SY	9,856	$1.25	$12,320.00
1-5	Furnish and Install 6-inch deep compacted Caliche Base course. Note: this Base Course is Four (4) Feet wider than the Asphalt Wear Course (Two (2) Feet wider on each side of the road) to provide a stable shoulder.		SY	9,856	$4.25	$41,888.00
1-6	Furnish and Apply a 1.5% Lime Treatment to the Caliche Base Material.		SY	9,856	$1.75	$17,248.00
1-7	Furnish and Apply a Prime Coat (MC-30) (0.2 GAL/SY) Asphaltic material on Caliche Base surface.		SY	8,213.33	$1.00	$8,213.33
1-8	Furnish, Install and Roll a 2-inch deep HMAC Type "D" Asphalt wear surface.		SY	8,213.33	$7.50	$61,599.98
1-9	Install pavement marking and lines.		SY	8,213.33	$0.50	$4,106.67
1-10	Regrade Roadside Ditches		LF	7,392	$0.50	$3,696.00
		Hidalgo County Precinct No.1 – Mile 2 East TOTAL BASE BID:				$164,927.97

TOTAL BASE BID: $ 164,927.97

(words) One Hundred Sixty Four Thousand Nine Hundred Twenty Seven Dollars and Ninety Seven Cents

(AMOUNTS ARE TO BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN)

The above unit price shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond, or Bonds as required by Paragraph 29 of the General Conditions. The bid security attached in the sum of

$ 5 % BID BOND .

($ _____) is to become the property of the Owner in the event that contract and the bond are not executed within the time above set forth, as liquidated damages for the delay and additional expenses to the owner caused thereby.

Respectfully submitted,

By: _____, MEMBER
(Title)

2113 PECOS ST., MISSION, TX 78572
(Business Address and Zip Code)

(SEAL – if bid is by a corporation)

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 Asago, LLC dba Asago Construction (hereinafter called the Principal(s)), as Principal(s), and Hartford Fire Insurance 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 Sixty-Four Thousand Nine Hundred Twenty-Seven. 97/100 Dollars ($ 164,927.97) 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 1st day of November, 20 16, for the Hidalgo County Precinct No. 1 - FEMA Road Drainage Improv - Mile 2 East Road 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 1st day of NOVEMBER, A.D., 20 16.

ATTEST:

(Principal) Secretary
(Seal)

Asago, LLC dba Asago Construction
PRINCIPAL

Signature

Anita Villarreal
Witness as to Principal

2113 Pecos St., Mission, TX 78572
Address

Raul Iglesias
Print/Type Name

2113 Pecos St., Mission, TX 78572
Address

ATTEST:

(Surety) Secretary
(Seal)

Hartford Fire Insurance Company
Surety

Attorney-in-Fact (Signature)

Phil Young
Witness as to Surety

400 W. Expressway 83, San Juan, TX 78589
Address

Andy Alvarez
Print/Type Name

400 W. Expressway 83, San Juan, TX 78589
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.

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 Asago, LLC, dba Asago Construction (hereinafter called the Principal(s), as Principal (s), and Hartford Fire Insurance 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 Sixty-Four Thousand Nine Hundred Twenty-Seven Dollars and 97/100 Dollars ($ 164,927.97) 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 1st day of November, 2016 for the Hidalgo Cty Pct # 1 - Fema Road Drainage Improvements - Mile 2 East Road 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 1st day of November, A.D., 2016.

Asago, LLC dba Asago Construction
PRINCIPAL

ATTEST:

(Principal) Secretary
(Seal)

Signature

PERFORMANCE BOND CONTINUED:

Anita Villarreal	Raul Iglesias
Witness as to Principal	Print/Type Name
2113 Pecos St., Mission, TX 78572	2113 Pecos St., Mission, TX 78572
Address	Address
ATTEST:	Hartford Fire Insurance Company
	Surety
(Surety Secretary	Attorney-in-Fact (Signature)
Phil Young	Andy Alvarez
Witness as to Surety	Print/Type Name
400 W. Expressway 83, San Juan, TX 78589	400 W. Expressway 83, San Juan, TX 78589
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.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call Hartford Insurance Group at the toll free telephone number for information or to make a complaint at:

1-800-392-7805

You may also write to The Hartford:

The Hartford
Hartford Financial Products
2 Park Avenue, 5th Floor
New York, New York 10016
1-212-277-0400

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
Fax Number (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for your information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja.

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de The Hartford Insurance Group para informacion o para someter una queja al

1-800-392-7805

Usted tambien puede escribir a The Hartford.

The Hartford
Hartford Financial Products
2 Park Avenue, 5th Floor
New York, New York 10016
1-212-277-0400

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
Fax Number (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con su agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Bond # 65BCSHN0594

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
Bond T-4
One Hartford Plaza
Hartford, Connecticut 06155
call: **888-266-3488** *or fax:* **860-757-5835)**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code:** 65-813646

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Andy Alvarez, Phil Young, Dewey Young of SAN JUAN, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

CERTIFICATE

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of November 1st, 2016

Signed and sealed at the City of Hartford.

Gary W. Stumper, Vice President

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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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 14.02 C.1 Replace **"Ten days"** with **"Thirty days"** to read as follows: Thirty days after presentation of the Application for Payment to OWNER with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER TO CONTRACTOR.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

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.

END OF GENERAL DECISION

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

Sect. Name
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: R.S. 161, sec. 2, 48 Stat. 848; Reorg. Plan No. 14, of 1950, 64 Stat. 1267; 5 U.S.C. 301; 40 U.S.C. 276c.
Source: 29 FR 97, Jan. 4, 1964, unless otherwise noted.

29 CFR 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.

29 CFR 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 types, 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, 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 United States includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly 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 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 instrumentalities 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 instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

29 CFR 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 this part 3 and part 5 of this chapter during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, ``Statement of Compliance", or on an identical form on the back of WH 347, ``Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 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 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982]

29 CFR 3.4 - Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.
(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer 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.
(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

29 CFR 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.
(j) 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 Sec. 516.25(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 property 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 furnished 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 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.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

29 CFR 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 Sec. 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.

29 CFR 3.7 - Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under Sec. 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 1 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 Sec. 3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 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 thereby, 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.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

29 CFR 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 Sec. 3.6; and shall notify the applicant in writing of his decision.

29 CFR 3.9 - Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.

29 CFR 3.10 - Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable 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.

29 CFR 3.11 - Regulations part of contract.

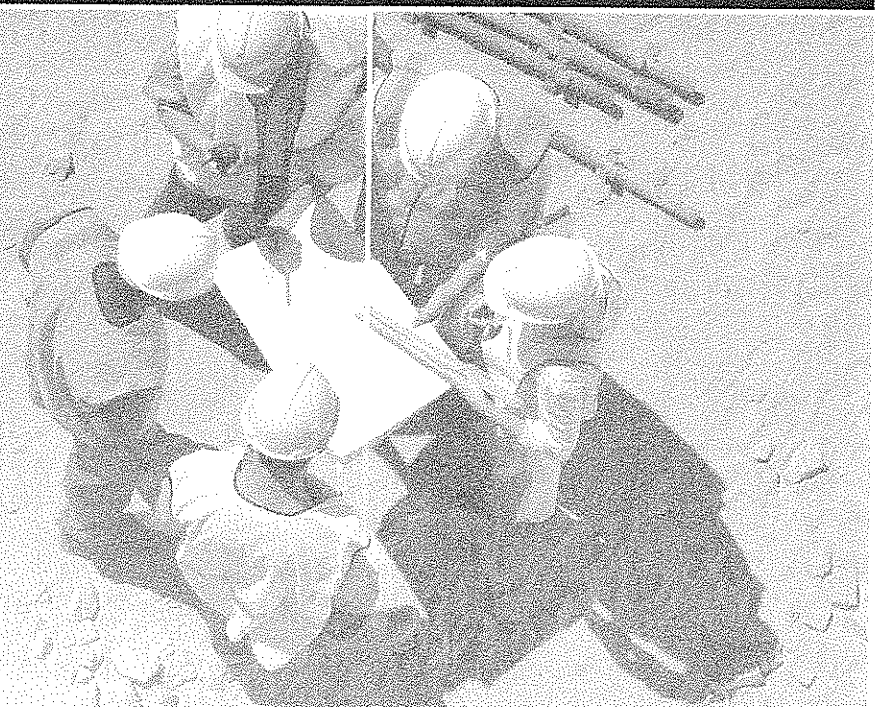
All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see Sec. 5.5(a) of this subtitle.

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
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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

EQUAL HOUSING OPPORTUNITY

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.: 1235-0008
Expires: 01/31/2015

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) WH. OR WITHHOLDING EXEMPTION	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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Public Burden Statement

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(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.

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. **(i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. **Apprentices and Trainees.**

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subpara-

graph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EMPLOYEE RIGHTS
UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES — You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME — You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT — Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES — Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY — If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.

For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WHD U.S. Wage and Hour Division

WWW.WAGEHOUR.DOL.GOV

DERECHOS DEL EMPLEADO
BAJO LA LEY DAVIS-BACON
PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

SALARIOS PREVALECIENTES No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.

Para obtener información adicional:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WWW.WAGEHOUR.DOL.GOV

WHD U.S. Wage and Hour Division

Equal Employment Opportunity is
THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN
Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES
Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION
Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX
In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES
Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

La igualdad de oportunidades de empleo es

LA LEY

Empleadores privados, gobiernos locales y estatales, instituciones educativas, agencias de empleo y organizaciones de trabajo

Los postulantes y empleados de la mayoría de los empleadores privados, los gobiernos locales y estatales, las instituciones educativas, las agencias de empleo y las organizaciones de trabajo están protegidos por la ley federal contra la discriminación en función de:

RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA
El Título VII de la Ley de Derechos Civiles (Civil Rights Act) de 1964, con sus modificaciones, protege a los postulantes y a los empleados contra la discriminación en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo, en función de raza, color, religión, sexo (incluidas las embarazadas) o procedencia. La discriminación religiosa se refiere a la falta de adaptación razonable a las prácticas religiosas de un empleado, siempre y cuando dicha adaptación no provoque una dificultad económica desmedida para la compañía.

DISCAPACIDAD
Los Títulos I y V de la Ley de Estadounidenses con Discapacidades (Americans with Disabilities Act) de 1990, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía.

EDAD
La Ley contra la Discriminación Laboral por Edad (Age Discrimination in Employment Act) de 1967, con sus modificaciones, protege a los postulantes y empleados de 40 años o más contra la discriminación por cuestiones de edad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo.

SEXO (SALARIOS)
Además de lo establecido en el Título VII de la Ley de Derechos Civiles, con sus modificaciones, la Ley de Igualdad en las Remuneraciones (Equal Pay Act) de 1963, con sus modificaciones, también prohíbe la discriminación sexual en el pago de los salarios a las mujeres y los hombres que realicen básicamente el mismo trabajo, en empleos que requieran las mismas habilidades, esfuerzo y responsabilidad, en condiciones laborales similares, en el mismo establecimiento.

GENÉTICA
El Título II de la Ley de No Discriminación por Información Genética (Genetic Information Nondiscrimination Act, GINA) de 2008 protege a los postulantes y empleados contra la discriminación basada en la información genética en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La GINA también limita la adquisición de información genética por parte de los empleadores y condiciona de manera estricta su divulgación. La información genética incluye las pruebas genéticas de los postulantes, empleados o integrantes de sus familias, la manifestación de enfermedades o trastornos de los miembros de la familia (historia médica familiar) y las solicitudes o la recepción de servicios genéticos por parte de los postulantes, empleados o integrantes de sus familias.

REPRESALIAS
Todas estas leyes federales prohíben a las entidades cubiertas que tomen represalias en contra de una persona que presenta una cargo por discriminación, participa en un procedimiento por discriminación o que, de algún otro modo, se opone a una práctica laboral ilícita.

QUÉ DEBE HACER SI CONSIDERA QUE ES VÍCTIMA DE LA DISCRIMINACIÓN
Existen plazos estrictos para presentar cargos por discriminación laboral. A fin de preservar la capacidad de la Comisión para la Igualdad de Oportunidades en el Empleo (Equal Employment Opportunity Commission, EEOC) de actuar en representación suya y proteger su derecho a iniciar una demanda privada si fuese necesario en última instancia, debe comunicarse con la EEOC apenas sospeche que se produjo un hecho de discriminación: Comisión para la Igualdad de Oportunidades en el Empleo de los Estados Unidos, 1-800-669-4000 (línea gratuita) o 1-800-669-6820 (línea gratuita TTY para las personas con problemas auditivos). Puede encontrar información sobre las sucursales de la EEOC en www.eeoc.gov o en la mayoría de las guías telefónicas en la sección Gobierno Federal o Gobierno de los Estados Unidos. También puede obtener información adicional sobre la EEOC, incluso cómo presentar un cargo, en www.eeoc.gov.

Empleadores que tengan contratos o subcontratos con el gobierno federal

Los postulantes y empleados de las compañías que tengan un contrato o subcontrato con el gobierno federal están protegidos por la ley federal contra la discriminación en función de:

RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA
El Decreto Ejecutivo 11246, con sus modificaciones, prohíbe la discriminación en el trabajo en función de raza, color, religión, sexo o procedencia y exige que se implementen acciones afirmativas para garantizar la igualdad de oportunidades en todos los aspectos laborales.

PERSONAS CON DISCAPACIDADES
La Sección 503 de la Ley de Rehabilitación *(Rehabilitation Act)* de 1973, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía. La Sección 503 también exige que los contratistas federales implementen acciones afirmativas para emplear y avanzar en el empleo de personas idóneas con discapacidades en todos los niveles laborales, incluido el nivel ejecutivo.

VETERANOS DISCAPACITADOS, RECIÉN RETIRADOS, BAJO PROTECCIÓN Y CON MEDALLA POR SERVICIO A LAS FUERZAS ARMADAS
La Ley de Asistencia a la Readaptación de Veteranos de Vietnam *(Vietnam Era Veterans' Readjustment Assistance Act)* de 1974, con sus modificaciones, 38 U.S.C. 4212, prohíbe la discriminación laboral y exige que se implementen acciones afirmativas para emplear y avanzar en el empleo de los veteranos discapacitados, recién retirados (en el plazo de los tres años posteriores a la baja o al cese del servicio activo), otros veteranos bajo protección (los veteranos que prestaron servicio durante una guerra o en una campaña o expedición para la cual se les autorizó una insignia de campaña) y los veteranos con medalla por servicio a las Fuerzas Armadas (aquellos que durante el servicio activo, participaron en una operación militar de los Estados Unidos por la cual se los reconoció con una medalla por servicio a las Fuerzas Armadas).

REPRESALIAS
Quedan prohibidas las represalias contra una persona que presenta una demanda por discriminación, participa en un procedimiento de la Oficina de Programas de Cumplimiento de Contratos Federales (*Office of Federal Contract Compliance Programs*, OFCCP) o que se oponga, de algún otro modo, a la discriminación según estas leyes federales.

Toda persona que considere que un contratista violó sus obligaciones de acción afirmativa o no discriminación según las autoridades mencionadas anteriormente debe comunicarse de inmediato con:

La Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP), Departamento de Trabajo de los Estados Unidos, 200 Constitution Avenue, N.W., Washington, D.C. 20210, teléfono 1-800-397-6251 (línea gratuita) o (202) 693-1337 (línea TTY). También puede enviar un mensaje de correo electrónico a la OFCCP (OFCCP-Public@dol.gov) o bien, llamar a una de sus oficinas regionales o del distrito, las cuales aparecen en la mayoría de las guías telefónicas en la sección Gobierno de los Estados Unidos, Departamento de Trabajo.

Programas o actividades que reciben asistencia financiera federal

RAZA, COLOR, PROCEDENCIA, SEXO
Además de las protecciones establecidas en el Título VII de la Ley de Derechos Civiles de 1964 y sus modificaciones, el Título VI de dicha ley, con sus modificaciones, prohíbe la discriminación por raza, color o procedencia en los programas o las actividades que reciban asistencia financiera federal. La discriminación laboral está cubierta por el Título VI si el objetivo principal de la asistencia financiera es brindar empleo, o si la discriminación laboral provoca o puede provocar discriminación cuando se proporcionan los servicios de dichos programas. El Título IX de las Reformas Educativas de 1972 prohíbe la discriminación laboral según el sexo en los programas o las actividades educativas que reciben asistencia financiera federal.

PERSONAS CON DISCAPACIDADES
La Sección 504 de la Ley de Rehabilitación de 1973, con sus modificaciones, prohíbe la discriminación laboral por discapacidad en cualquier programa o actividad que reciba asistencia financiera federal. Queda prohibida la discriminación en todos los aspectos laborales contra las personas discapacitadas que, con o sin adaptaciones razonables, pueden desempeñar las funciones esenciales del trabajo.

Si cree que ha sido víctima de discriminación en algún programa de una institución que reciba asistencia financiera federal, debe comunicarse de inmediato con la agencia federal que brinda dicha asistencia.

EMPLOYEE RIGHTS AND RESPONSIBILITIES
UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement
FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements
Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections
During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements
Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition
A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave
An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave
Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities
Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities
Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers
FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement
An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.

EMPLOYEE RIGHTS
UNDER THE FAIR LABOR STANDARDS ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

FEDERAL MINIMUM WAGE
$7.25 PER HOUR
BEGINNING JULY 24, 2009

OVERTIME PAY At least 1½ times your regular rate of pay for all hours worked over 40 in a workweek.

CHILD LABOR An employee must be at least **16** years old to work in most non-farm jobs and at least **18** to work in non-farm jobs declared hazardous by the Secretary of Labor.

Youths **14** and **15** years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs under the following conditions:

No more than
- **3** hours on a school day or **18** hours in a school week;
- **8** hours on a non-school day or **40** hours in a non-school week.

Also, work may not begin before **7 a.m.** or end after **7 p.m.**, except from June 1 through Labor Day, when evening hours are extended to **9 p.m.** Different rules apply in agricultural employment.

TIP CREDIT Employers of "tipped employees" must pay a cash wage of at least $2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee's tips combined with the employer's cash wage of at least $2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference. Certain other conditions must also be met.

ENFORCEMENT The Department of Labor may recover back wages either administratively or through court action, for the employees that have been underpaid in violation of the law. Violations may result in civil or criminal action.

Employers may be assessed civil money penalties of up to $1,100 for each willful or repeated violation of the minimum wage or overtime pay provisions of the law and up to $11,000 for each employee who is the subject of a violation of the Act's child labor provisions. In addition, a civil money penalty of up to $50,000 may be assessed for each child labor violation that causes the death or serious injury of any minor employee, and such assessments may be doubled, up to $100,000, when the violations are determined to be willful or repeated. The law also prohibits discriminating against or discharging workers who file a complaint or participate in any proceeding under the Act.

ADDITIONAL INFORMATION
- Certain occupations and establishments are exempt from the minimum wage and/or overtime pay provisions.
- Special provisions apply to workers in American Samoa and the Commonwealth of the Northern Mariana Islands.
- Some state laws provide greater employee protections; employers must comply with both.
- The law requires employers to display this poster where employees can readily see it.
- Employees under 20 years of age may be paid $4.25 per hour during their first 90 consecutive calendar days of employment with an employer.
- Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.

For additional information:

1-866-4-USWAGE (1-866-487-9243) TTY: 1-877-889-5627

WHD U.S. Wage and Hour Division

WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division

WHD Publication 1088 (Revised July 2009)

DERECHOS DEL EMPLEADO
BAJO LA LEY DE NORMAS JUSTAS DE TRABAJO

SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

SALARIO MÍNIMO FEDERAL

$7.25 POR HORA

A PARTIR DEL 24 DE JULIO DE 2009

PAGO DE SOBRETIEMPO

Por lo menos tiempo y medio (1½) de su tasa regular de pago por todas las horas trabajadas en exceso de 40 en una semana laboral.

EMPLEO DE MENORES DE EDAD

El empleado ha de tener por lo menos **16** años de edad para trabajar en la mayoría de los trabajos no agrícolas y por lo menos tener **18** años para trabajar en trabajos no agrícolas declarados arriesgados por el/la Secretario(a) de Trabajo.

Jóvenes de **14** y **15** años de edad pueden trabajar fuera de horas escolares en varios trabajos que no sean en fabricación, minería, o arriesgados, bajo las siguientes condiciones:

No más de

- **3** horas en un día escolar o **18** horas en una semana escolar;
- **8** horas en un día no escolar o **40** horas en una semana no escolar.

Además, el trabajo no puede empezar antes de las **7 de la mañana** o terminar después de las **7 de la tarde** salvo del primero de junio hasta el Día de Labor, cuando las horas de la tarde se extienden hasta las **9 de la noche**. Se aplican reglas distintas al empleo agrícola.

CRÉDITO POR PROPINAS

Empresarios de empleados que reciben propinas han de pagar un salario en efectivo de por lo menos $2.13 por hora si declaran un crédito por propina contra sus obligaciones hacia el salario mínimo. Si las propinas del empleado combinadas con el salario en efectivo que paga el empresario de por lo menos $2.13 por hora no equivalen al salario mínimo por hora, el empresario ha de suplir la diferencia. También se tiene que cumplir con otras condiciones.

CUMPLIMIENTO

El Departamento de Trabajo puede recuperar salarios atrasados administrativamente o mediante acción legal en los tribunales, para empleados a los cuales se les haya pagado por debajo y en violación de la ley.

A los empresarios se les puede imponer penas pecuniarias civiles de hasta $1,100 por cada infracción intencional o repetida de las provisiones de la ley del pago del salario mínimo y del pago de sobretiempo y hasta $11,000 por cada empleado que sea empleado en violación de las provisiones de la ley sobre el empleo de menores. Adicionalmente, se puede imponer una pena pecuniaria civil de hasta $50,000 por cada infracción de las provisiones sobre el empleo de menores si causa la muerte o una lesión seria de un empleado menor de edad, y se pueden doblar dichas avaluaciones, hasta $100,000, cuando se determinan que las infracciones son intencionales o repetidas. La ley también prohíbe la discriminación o el despido del trabajador por haber presentado una denuncia o por participar en cualquier procedimiento bajo la Ley.

INFORMACIÓN ADICIONAL

- Ciertas ocupaciones y ciertos establecimientos están exentos de las provisiones de pago de salario mínimo y de sobretiempo.
- Se aplican provisiones especiales a trabajadores de Samoa Americana y de la Comunidad de las Islas Marianas del Norte.
- Algunas leyes estatales proveen más protecciones al empleado; el empresario ha de cumplir con ambas.
- La ley exige que los empresarios pongan este cartel donde los empleados lo puedan ver fácilmente.
- A los empleados menores de 20 años de edad se les puede pagar menos de $4.25 por hora durante los primeros 90 días civiles consecutivos de empleo con un empresario.
- Se les puede pagar menos del salario mínimo bajo ciertos certificados especiales emitidos por el Departamento de Trabajo a ciertos estudiantes de tiempo completo, estudiantes aprendices y a trabajadores con impedimentos.

Para información adicional:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WHD
U.S. Wage and Hour Division

WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division

WHD 1088SPA (Revised July 2009)

CHANGE ORDER NUMBER ONE(1)

Project: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____
OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

SAMPLE

You ar directed to make the following ch[illegible]es in the [illegible]ct Documents.

Description:
2.
3.
4.
5.
6.

Reason for Change Order:
1.
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 0.00	Original Contract Time for Substantial Completion: 0 calendar days or dates
Net Changes from previous Change Order $ 0.00	Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 0.00	Contract Time prior to this Change Order Substantial Completion: 0 calendar days or dates
Net Increase(decrease) of this Change Order $ 0.00	Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 0.00 — Net % increase(decrease)from original contract price. #DIV/0! %	Contract Time with all approved Change Orders Substantial Completion: 0 calendar days or dates

RECOMMENDED:

By: _____
Enigineer (Authorized Signature)

Date: _____

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Exhibit E-B

(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 Payment	_____
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	_____

SAMPLE

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through __2__ inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date _____

_____
CONTRACTOR

State of _____
County of _____
Subscribed and sworn to before me this _____
day of _____

By: _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

_____
ENGINEER

By: _____

Exhibit E-C

Estimate Quantity Update Worksheet Date:

Colonia:
Roadway:
Control:
Project No:
County:
Est. No: 1

Contractor:
Contract Price:
Work Done this Mo.:
% Complete: #DIV/0!

Date Began: 7
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	$3.00	$740.10	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	400.00	$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	140.00	$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	$3.50	$84.00	0.000	0	$0.00		0	$0.00		0	0.00
3146	HOT MIX (TY D)	TON	105.5	$34.00	$3,587.00	0.000	0	$0.00		0	$0.00		0	0.00
5249	TEMP SEDMT CONT FENCE	LF	70.000	$3.00	$210.00	0.000	0	$0.00		0	$0.00		0	0.00
							0			0	$0.00		0	0.00
	(906) DRAINAGE													
464	RC PIPE (CL III)(18")	LF	404.000	$25.00	$10,100.00	0.000	0	$0.00		0	$0.00		0	0.00
464	RC PIPE (CL III)(24")	LF	120.000	$30.00	$3,600.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY A)	EA	2.000	$2,000.00	$4,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY C)	EA	2.000	$1,500.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	MANH (COMPL)(TYM)	EA	1.000	$2,000.00	$2,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET EXT.	EA	2.000	$700.00	$1,400.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(18")(RCP)(1:6)	EA	4.000	$550.00	$2,200.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(24")(RCP)(1:6)	EA	1.000	$650.00	$650.00	0.000	0	$0.00		0	$0.00		0	0.00

Monthly Totals:	$0.00	$0.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	$0.00	$0.00	0.00
Drainage (906):	$0.00	$0.00	0.00

Total to Date

Roadway (905):	$0.00
Drainage (906):	$0.00
Total	$0.00

Prepared and Checked By:

Signature: _____ Date: _____
Printed Name:

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No.: _____
Application Date: _____
Period To: _____
Engineer Firm: _____

SAMPLE

Summary												
CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Exhibit E-E

Exhibit E-E

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE

ASAGO CONSTRUCTION
"QUALITY AND SERVICE"

RAUL IGLESIAS
Manger

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956)607-0741 office
(956)585-7040 fax
iglesias@hiline.net

October 1, 2008

Mr. Javier Hinojosa, P.E.
Javier Hinojosa Engineering
4126 E. Dove Ave.
Mcallen, TX 78504

RE: Hidalgo County Colonia Access Program
Drainage and Paving Construction at El Sol Subdivision Unit # 1 & 2
Contract No.: C-CAP-08-021-7-01

Mr. Hinojosa:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

Rio Valley Pipe 7301 W. Exp. 83 Mission, TX 78572 (956)-584-5770

If you have any questions, please call me at (956) 607-0741

Best regards,
Raul Iglesias
Raul Iglesias, Manger

DRAFT

Exhibit E-H

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF_____

The undersigned contracted with _____
_____to furnish_____
in connection with certain improvements to real property located in_____
County, Texas, and owned by_____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No _____in the amount of_____
_____DOLLAR($_____)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

_____
CONTRACTOR

BY:_____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the_____day of_____,20__to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

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

CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON _____ DAY OF _____ ,20____A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: _____
OWNER: _____
CONSTRUCTION CONTRACTOR: _____
OF THE CITY OF _____ STATE OF _____

PROJECT DESCRIPTION

CONSTRUCTION OF _____

CONTRACT NO: _____
Located in or near the City/Precinct Of _____

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

   _____

2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract _____
   Present Amount of Contract _____
   Total Amount of earned to Date _____
   Less: previous payments _____
   Balance _____
   Authorized deductions _____
   AMOUNTY OF FINAL PAYMENT _____

6. That the final payment in the amount of _____

_____ is now due and payable.

_____
Engineer's Signature & License #

CONCURRED BY:

_____
Contractor's Name

By:_____

Title: _____

CONCURRED BY:

_____
City/Precinct

By:_____

Title: _____

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Form L

Contractor Name

Starting Date

Project Ending Date

Engineer's / County Project Description

Application No.:

Application Date:

Period To:

Engineer's / County Project No.:

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value Quan	Original Schedule Value Dollars	Revised Rates	Value Quan	Value Dollars	First Month Monthly Quan	First Month QTY to Date	First Month Item Cost (Monthly)	Second Month Monthly Quan	Second Month QTY to Date	Second Month Item Cost (Monthly)	Third Month Monthly Quan	Third Month QTY to Date	Third Month Item Cost (Monthly)	Total to Date	Balance To Finish Quan	Balance To Finish Dollars
		(905) ROADWAY																			
1	100	Preparation of Right-of-Way	Sta	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
2	152	6" road Grader Work(Dens Cont.) Subgrade	SY	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
3	247	6" FL BS(Compl in Plac)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
4	310	Asph. Matrl. (MC-30)	Gal	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
5	340	Asph. Conc. Ty D	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
6	500	Mobilization	L.S.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
7	502	Barricades, Signs and Traffic Handling	Mo	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
8	530	Turnouts	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
9	5249	Tem Sedmt Cont Fence (Installed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
10	5249	Tem Sedmt Cont Fence Handling (Removed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-		0	-	-	-	-	-	0.0	0.0
		Total Roadway				-			-			-			-			-	-	0.0	0.0
		(906) DRAINAGE																			
11	530	Drways (Asph Conc Pav) (PRB)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
12	247	Drways Flexible Base	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
13	556	8" Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
14	556	18" RCP Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
15	465	Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
16	465	Concrete Manhole	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
17		15" R.C.P.	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
18		Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
19		Manhole	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
20		6.0" Valley Gutter	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
		Total Drainage				-						-			-			-	-		
		TOTAL BASE AMOUNTS:				-			-			-			-			-	-	0.0	0.0

Print Name

Date

Signature

Exhibit E-D

CONSTRUCTION IDENTIFICATION SIGN:

Size, 4' – 0" X 8' – 0"
Letters to be brown with beige background

Construction Identification Signs To Be Erected Prior To Beginning of Actual Construction

Wood for Signs Shall Be ¾" Waterproofing Resin Bonded Exterior Grade Plywood (Douglas Fir Plywood Association of Equal)

Payment for Furnishing, Erecting, Maintenance and Removing Construction Identification Signs Will Not Be made Directly. Such Costs Shall be Included in the Overall Bid Submitted.

To Be Erected as Indicated on title Sheet.

HIDALGO PRECINCT NO. 1
A.C. CUELLAR, Jr., Commissioner

HIDALGO COUNTY PRECINCT NO. 1-
FEMA Road Drainage Improvements Work Authorization No.2:
Mile 2 East Road (between address 4254 and Mile 4 North, Mercedes, Texas)

COUNTY OFFICIALS

COUNTY JUDGE	RAMON GARCIA
COMMISSIONER PCT. #1	A.C. CUELLAR, Jr.
COMMISSIONER PCT. #2	EDDIE CANTU
COMMISSIONER PCT. #3	JOE FLORES
COMMISSIONER PCT. #4	JOSEPH PALACIOS

CONTRACTOR

ENGINEER

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC
512 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5353
Texas Registered Engineering Firm F-11722

Hidalgo County Precinct No. 1
FEMA Road Drainage Improvements Work Authorization No.2:
Mile 2 East Road (between 4254 and Mile 4 North, Mercedes, Texas)
Hidalgo County, Texas

Technical Specifications

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Division 1

General Requirements

SECTION 01010

SCOPE OF WORK

This Scope of Work and any accompanying drawings are intended as a guide to the Contractor in identifying the work to be accomplished in completing this project. This Scope of Work may not be all inclusive and the Contractor shall be responsible for providing all supervision, labor, materials, equipment, direction, and coordination necessary to perform and totally complete the work in conformance with the drawings and specifications. If an "or equal" substitution is made for any of the recommended items shown in the specifications or drawings, the Contractor shall be responsible for providing all the necessary physical modifications to fully accommodate the substitution at no change in contract price.

PART 1. GENERAL

1.01 CIVIL

A. Provide all civil work per specifications and drawings – Drainage improvements to Mile 2 East Road between address 4254 and Mile 4 North, Mercedes, Texas.

1.02 PIPING

A. Not Applicable.

1.03 CONSTRUCTION RECORD DRAWINGS

A. The Contractor shall maintain a complete master set of construction "red-line" drawings to document any field changes to the "Issued for Construction" drawing set which shall accurately depict the "As-Built" construction of the road. Following completion, this drawing set shall be turned over to the Engineer for updating the Record "As-Built" drawings.

B. Any drawings and documentation which are to be supplied by the Contractor, shall be updated to accurately depict the "As-Built" construction of the road and turned over to the Engineer following completion of the project. These items shall be certified by the Contractor's Project Manager as accurate and complete.

1.04 SUBCONTRACTOR COORDINATION

The Contractor shall be responsible for coordination of the work between his various subcontractors to prevent conflicts and schedule interruptions.

1.05 SAFETY REQUIREMENTS

A. The Contractor shall provide all safety equipment required by his employees to meet Occupational Safety and Health Administration (OSHA) safety requirements.

END OF SECTION 01010

Section 01110

SUMMARY OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Summary of the Work including work by Owner, Owner furnished products, Work sequence, future Work, Contractor use of Premises, and Owner occupancy.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

A. Work of the contract is for Mile 2 East Road between address 4254 and Mile 4 North, Mercedes, Texas, drainage improvements.

1.03 CASH ALLOWANCES

A. Include the Cash Allowances shown in the Proposal, if any.

1.04 ALTERNATES

A. Include the Alternates shown in the Proposal, if any.

1.05 OWNER FURNISHED PRODUCTS

A. The Owner will furnish no products.

1.06 OWNER FURNISHED UTILITIES

A. The Owner will furnish no utilities.

1.07 WORK SEQUENCE

A. Work sequence will be the responsibility of the Contractor using good construction practices.

B. Coordination of the Work: Refer to Section 01312 – Coordination and Meetings.

1.08 CONTRACTOR USE OF PREMISES

A. Comply with procedures for access to the site and Contractor's use of rights-of-way as specified in Section 01145 - Use of Premises.

B. Construction Operations: Limited to Owner's rights-of-way provided by Owner.

C. Utility Outages and Shutdown: Provide notification to the Owner and private utility companies (when applicable) a minimum of 48 hours, excluding weekends and holidays, in advance of required utility shutdown. Coordinate all work as required.

1.09 WARRANTY

A. Comply with warranty requirements in accordance with Document 00700 - General Conditions.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

Section 01145

USE OF PREMISES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Section includes general use of the site including properties inside and outside of rights-of-way, work affecting road, ramps, streets and driveways and notification to adjacent occupants.

1.02 RIGHTS-OF-WAY

A. Confine access and operations and storage areas to rights-of-way provided by Owner as stipulated in Document 00700 - General Conditions; trespassing on abutting lands or other lands in the area is not allowed.

B. Contractor may make arrangements, at Contractor's cost, for temporary use of private properties, in which case Contractor and Contractor's surety shall indemnify and hold harmless the Owner against claims or demands arising from such use of properties outside of rights-of-way.

C. Restrict total length which materials may be distributed along the route of the construction at any one time to 1,000 linear feet unless otherwise approved in writing by Resident Project Representative.

1.03 PROPERTIES OUTSIDE OF RIGHTS-OF-WAY

A. Altering the condition of properties adjacent to and along rights-of-way will not be permitted.

B. Means, methods, techniques, sequences, or procedures which will result in damage to properties or improvements in the vicinity outside of rights-of-way will not be permitted.

C. Any damage to properties outside of rights-of-ways shall be repaired or replaced to the satisfaction of the Resident Project Representative and at no cost to the Owner.

1.04 USE OF SITE

A. Obtain approvals of governing authorities prior to impeding or closing public roads or streets. Do not close more than two consecutive intersections at one time.

B. Notify Resident Project Representative at least 48 hours prior to closing a street for a street crossing. Permission for street closures is required in advance and are the responsibility of the Contractor.

C. Maintain access for emergency vehicles including access to fire hydrants.

D. Avoid obstructing drainage ditches or inlets; when obstruction is unavoidable due to requirements of the Work, provide grading and temporary drainage structures to maintain unimpeded flow.

E. Locate and protect private lawn sprinkler systems which may exist on rights-of-ways within the site. Repair or replace damaged systems to condition equal to or better than that existing at start of Work at no separate payment.

F. Perform daily clean-up of dirt outside the construction zone, and debris, scrap materials, and other disposable items. Keep streets, driveways, and sidewalks clean of dirt, debris and scrap materials. Do not leave building, roads, streets or other construction areas unclean overnight.

1.05 NOTIFICATION TO ADJACENT OCCUPANTS

A. Notify individual occupants in areas to be effected by the Work of the proposed construction and time schedule. Notification shall be not less than 72 hours or more than 2 weeks prior to work being performed within 200 feet of the homes or businesses.

B. Include in notification names and telephone numbers of two company representatives for resident contact, who will be available on 24-hour call. Include precautions which will be taken to protect private property and identify potential access or utility inconvenience or disruption.

C. Consideration shall be given to the ethnicity of the neighborhood where English is not the dominant language. Notice shall be in an understandable language.

1.06 PUBLIC, TEMPORARY, AND CONSTRUCTION ROADS AND RAMPS

A. Construct and maintain temporary detours, ramps, and roads to provide for normal public traffic flow when use of public roads or streets is closed by necessities of the Work.

B. Provide mats or other means to prevent overloading or damage to existing roadways from tracked equipment or large or heavy trucks or equipment.

1.07 EXCAVATION IN STREETS AND DRIVEWAYS

A. Avoid needless hindering or inconveniencing public travel on a street or any intersecting alley or street for more than two blocks at any one time.

B. Remove surplus materials and debris and open each block for public use as work in that block is complete.

C. Acceptance of any portion of the Work will not be based on return of street to public use.

D. Avoid obstructing driveways or entrances to private property.

E. Provide temporary crossing or complete the excavation and backfill in one continuous operation to minimize the duration of obstruction when excavation is required across drives or entrances.

1.08 TRAFFIC CONTROL

A. Provide traffic control plan, traffic control, flagmen, signals, control devices, lights, traffic signals, barricades and signs in accordance with the State of Texas Manual on Uniform Traffic Control Devices.

1.09 SURFACE RESTORATION

A. Restore site to condition existing before construction to satisfaction of Resident Project Representative.

B. Repair paved area per the requirements of Section 02951 - Pavement Repair and Resurfacing.

C. Repair turf areas which become damaged, level with bank run sand conforming to Section 02317 - Excavation and Backfill for Utilities, or topsoil conforming to Section 02911 - Topsoil, as

approved by the Resident Project Representative and re-sod in accordance with Section 02922 - Sodding. Water and level newly sodded areas with adjoining turf using steel wheel rollers appropriate for sodding. Do not use spot sodding or sprigging.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

Section 01321

CONSTRUCTION PHOTOGRAPHS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Photographic requirements for construction photographs and submittals.

1.02 SUBMITTALS

A. Prints: Furnish 2 sets of 4-inch by 6-inch prints of each view and submit 1 print directly to the Engineer within 7 days of taking photographs. One print shall be retained by the Contractor in the field office at the Project site and available at all times for reference.

B. Extra Prints: When requested by the Engineer, the Contractor shall submit extra prints of photographs, with distribution directly to designated parties who will pay the costs for the extra prints directly to the photographer.

C. When required by individual sections, submit photographs taken prior to start of construction to show original site conditions.

D. When required by Contract Documents, submit photographs with monthly Pay Estimate.

E. Negatives: With each submittal, include photographic negatives, in protective envelopes, identified by Project name, Contractor, and date photographs were taken.

F. In lieu of negatives, Contractor may submit electronic files of digital photographs if using a digital camera, but must comply with Parts 1 and 2 of this section.

1.03 QUALITY ASSURANCE

A. Contractor shall be responsible for the timely execution of the photographs, their vantage point, and quality.

B. Photographs: Two prints; color, matte finish; 4 x 6 -inch size, mounted on 8-1/2 x 11- inch soft card stock, with left edge binding margin for three hole punch. Digital photos shall not be distorted to fit card stock.

PART 2 PRODUCTS

2.01 PRECONSTRUCTION PHOTOGRAPHS

A. Prior to the commencement of any construction, take 35 mm or digital color photographs of the site of the project and present two sets of prints to the Engineer for their use in contract administration and inspection. Subject matter of the photographs to be determined by the Engineer.

B. The photographs shall show on a non-reflective chalkboard readable in the photograph:

1. Job number.

2. Date and time photographs were taken.

3. Location and compass direction of the photograph, along with the project number.

4. Date shall be on negative (35mm) or on digital image.

5. Provide notation of vantage point marked for location and direction of shot, on a key plan of the site.

C. Sufficient number of photographs shall be taken to show the existence or non-existence of cracked paved surfaces and the condition of trees, shrubs, and grass.

D. Identify each photograph with an applied label or rubber stamp on the back with the following information:

1. Name of the Project.

2. Name and address of the photographer (if a professional photographer is used).

3. Name of the Contractor.

4. Date the photograph was taken.

5. Photographs shall be in plastic pockets and bound in three-ring notebook for easy access and viewing.

2.02 PROGRESS PHOTOGRAPHS

A. Take photographs of subject matter selected by Resident Project Representative at intervals, coinciding with the cutoff date associated with each application for payment. Select the vantage points for each shot each month to best show the status of construction and progress since the last photographs were taken.

1. Vantage Points: Follow direction by the Resident Project Representative to select vantage points. During each of the following construction phases take not less than 2 of the required shots from the same vantage point each time to create a time-lapse sequence.

2. Photos shall be submitted according to Paragraphs 1.03 B. and 2.01 B and D.

PART 3 E X E C U T I O N - Not Used

END OF SECTION

Section 01330

SUBMITTAL PROCEDURES

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Submittal procedures for:

1. Project Record Documents.

2. Design Mixes.

1.02 SUBMITTAL PROCEDURES

A. Scheduling and Handling:

1. Schedule submittals well in advance of the need for the material or equipment for construction. Allow time to make delivery of material or equipment after submittal has been approved.

2. Develop a submittal schedule that allows sufficient time for initial review, correction, resubmission and final review of all submittals. The Engineer will review and return submittals to the Contractor as expeditiously as possible but the amount of time required for review will vary depending on the complexity and quantity of data submitted. In no case will a submittal schedule be acceptable which allows less than 30 days for initial review by the Engineer. This time for review shall in no way be justification for delays or additional compensation to the Contractor. Recognizing that time is of the essence, the Contractor is to stamp the top of each submittal with the words ROUTINE or CRITICAL. Routine submittals shall be processed in accordance with the timeframe set forth previously. Critical submittals are those that: were overlooked by the Contractor, involve complex coordination, or are crucial to the successful completion of a specific portion of the project. For critical submittals:

i. Contractor shall indicate on the submittal his realistically estimated date of when a review must be returned;

ii. Upon return of critical submittals, Contractor shall date-stamp the transmittal page with date and time received;

iii. Contractor is cautioned that the use of critical submittals is not a substitute for proper due diligence on his part. Review of critical submittals found to be routine shall be accompanied by an invoice for excess time and material expenditures that were required in order to complete the critical review as compared to a routine review. The Resident Project Representative shall make the determination as to whether a critical submittal was in fact routine.

3. The Engineer's review of submittals covers only general conformity to the Drawings, Specifications and dimensions which affect the layout. The Contractor is responsible for quantity determination. Quantities may be verified by the Engineer. The Contractor is responsible for any errors, omissions or deviations from the Contract requirements; review of submittals in no way relieves the Contractor from his obligation to furnish required items according to the Drawings and Specifications.

4. Submit sufficient copies of documents. Unless otherwise specified in the following paragraphs or in the Specifications, provide 6 copies in addition to the number the Contractor requires returned. For portions of the project involving electrical or signal components, provide one additional copy (7 copies in addition to the number the Contractor requires returned).

5. Revise and resubmit submittals as required. Identify all changes made since previous submittal.

6. A maximum of three (3) reviews will be conducted on any one submittal. Submittals requiring more than three (3) reviews will be considered inadequate and result in a recovery of review expenses from the Contractor.

7. The Contractor shall assume the risk for material or equipment which is fabricated or delivered prior to approval. No material or equipment shall be incorporated into the Work or included in periodic progress payments until approval has been obtained in the specified manner.

B. Transmittal Form and Numbering:

1. Transmit each submittal to the Engineer with a Transmittal Cover.

2. Sequentially number each transmittal form beginning with the number 1. Re-submittals shall use the original number with an alphabetic suffix (i.e., 2A for first re-submittal of Submittal 2 or 15C for third re-submittal of Submittal 15). Each submittal shall only contain one type of work, material, or equipment. Mixed submittals will not be accepted.

3. Identify time nature of submittal, either ROUTINE or CRITICAL.

4. Identify variations from requirements of Contract Documents and identify product or system limitations.

5. For submittal numbering of video tapes, see paragraph 1.10 Video.

C. Transmittal Cover:

1. Transmittal Cover, certifying that the items have been reviewed in detail and are correct and in accordance with Contract Documents, except as noted by any requested variance. A stamp may be used to print the information on the Transmittal Cover except for the Contractor's signature. Regardless of whether the transmittal cover is typed or stamped, the transmittal cover text shall be a minimum of fourteen (14) point.

2. As a minimum, Transmittal Cover information shall include:

   a. Contractor's name.
   b. Job number.
   c. Submittal number.
   d. Certification statement that the Contractor has reviewed the submittal and it is in compliance with the Contract Documents.
   e. Signature line for Contractor.
   f. Submittal type – routine or critical

3. The bottom half of the Transmittal Cover shall be kept blank.

1.03 PROJECT RECORD DOCUMENTS

A. Submit Project Record Documents to the Engineer.

1.04 DESIGN MIXES

A. When specified in Specifications, submit design mixes for review.

B. Transmittal Cover, as described in paragraph 1.02C, shall be placed on front page of each design mix.

C. Mark each design mix to identify proportions, gradations, and additives for each class and type of design mix submitted. Include applicable test results on samples for each mix.

D. Maintain a copy of approved design mixes at mixing plant.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N

A. Submittals made as part of this project will become a vital portion of the project record and will be referenced by the Owner for the useful life of the project. All submittals shall be of high quality. To this end, the following requirements are made:

i. As much as possible, all catalog cuts and manufacturer's information shall be original.

ii. Copies, when required, shall be clean and entirely legible.

iii. Neither facsimiles nor copies of facsimiles are to be included as part of any submittal.

iv. Binders, if used, shall be rugged, lock-ring type. Spine of binders shall be clearly labeled with the information outlined in items 1.02 C.2.a. through c.

B. Reviewed submittals shall be returned to Contractor for distribution to subcontractors and other trades as required. As a minimum, submittals returned to the Contractor will be marked with review comments indicating findings of the review and giving instruction as to necessity of a re-submittal. The Engineer may, at his option, use a stamp for this purpose. Detailed correspondence covering the review may also accompany returned submittals.

END OF SECTION

SECTION 01410

TPDES REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Documentation to be prepared and signed by Contractor before conducting construction operations, in accordance with the Texas Pollutant Discharge Elimination System (TPDES) Construction General Permit Number TXR 150000 issued March 5, 2003 (the Construction General Permit).

B. Implementation, maintenance inspection, and termination of storm water pollution prevention control measures including, but not limited to, erosion and sediment controls, storm water management plans, waste collection and disposal, off-site vehicle tracking, and other appropriate practices shown on the Drawings or specified elsewhere in the contract.

C. Review of the Storm Water Pollution Prevention Plan (SWP3) implementation with Engineer prior to start of construction.

1.02 DEFINITIONS

A. Commencement of Construction Activities: The exposure of soil resulting from activities such as clearing, grading, and excavating.

B. Large Construction Activity: Project that:

1. disturbs five acres or more, or

2. disturbs less than five acres but is part of a larger common plan of development that will disturb five acres or more of land.

C. Small Construction Activity: Project that:

1. disturbs one or more acres but less than five acres, or

2. disturbs less than one acre but is part of a larger common plan of development that will ultimately disturb one or more acres but less than five acres.

D. TPDES Operator:

1. The person or persons who have day-to-day operational control of the construction activities which are necessary to ensure compliance with the SWP3 for the site or other Construction General Permit conditions.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 SITE SPECIFIC STORM WATER POLLUTION PREVENTION PLAN (SWP3)

A. Prepare a SWP3 following Part III of the Construction General Permit and the Storm Water Management Handbook for Construction Activities issued under Owner Ordinance Section 47-695(b). If conflicts exist between the Construction General Permit and the handbook, the more stringent requirements will apply.

B. Update or revise the SWP3 as needed during the construction following Part III, Section E of the Construction General Permit.

C. Submit the SWP3 and any updates or revisions to Engineer for review and address comments prior to commencing, or continuing, construction activities.

3.02 NOTICE OF INTENT for Large and Small Construction Activity

A. Fill out, sign, and date TCEQ Form 20022 (02/03) Notice of Intent (NOI) for Storm Water Discharges Associated with Construction Activity under the TPDES Construction General Permit (TXR 150000), SEE ATTACHMENT of this Section 01410.

B. Transmit the signed Contractor's copy of TCEQ Form 20022 (02/03), along with a $100.00 check, made out to Texas Commission on Environmental Quality.

C. Submission of the Notice of Intent form by the Contractor to TCEQ is required a minimum of two days before Commencement of Construction Activities.

3.03 CERTIFICATION REQUIREMENTS

A. Fill out TPDES Operator's Information form, SEE ATTACHMENT of this Section 01410, including Contractor's name, address, and telephone number, and the names of persons or firms responsible for maintenance and inspection of erosion and sediment control measures. Use multiple copies as required to document full information.

B. Contractor and Subcontractors shall sign and date the Contractor's / Subcontractor's Certification for TPDES Permitting, SEE ATTACHMENT 4 this Section 01410.

C. Submit properly completed certification forms to Engineer for review before beginning construction operations.

D. Conduct inspections in accordance with TCEQ requirements. Ensure persons or firms responsible for maintenance and inspection of erosion and sediment control measures read, fill out, sign, and date the Erosion Control Contractor's Certification for Inspection and maintenance. Use the EPA NPDES Construction Inspection Form, SEE ATTACHMENT of this Section 01410; and the Owner's Storm Water Pollution Prevention Plan Construction Site Inspection Report, SEE ATTACHMENT of this Section 01410 to record maintenance inspections and repairs.

3.04 RETENTION OF RECORDS

A. Keep a copy of this document and the SWP3 in a readily accessible location at the construction site from Commencement of Construction Activity until submission of the Notice of Termination (NOT) for Storm Water Discharges Associated with Construction Activity under TPDES Construction General Permit (TXR 150000) to TCEQ. Contractors with day-to-day operational control over SWP3 implementation shall have a copy of the SWP3 available at a central location, on-site, for the use of all operators and those identified as having responsibilities under the SWP3. Upon submission of the NOT, to TCEQ submit a copy of the SWP3 with all revisions to Engineer.

3.05 REQUIRED NOTICES

A. Post the following notices from effective date of the SWP3 until date of final site stabilization as defined in the Construction General Permit:

1. Post the TPDES permit number for Large Construction Activity, or a signed TCEQ Construction Site Notice for Small Construction Activity. Signed copies of the Owner's and Contractor's NOI must also be posted.

2. Post notices near the main entrance of the construction site in a prominent place for public viewing. Post name and telephone number of Contractor's local contact person, brief project description and location of the SWP3.

   a. If posting near a main entrance is not feasible due to safety concerns, coordinate posting of notice with Project Manager to conform to requirements of the Construction General Permit.

   b. If Project is a linear construction project (e.g.: road, utilities, etc.), post notice in a publicly accessible location near active construction. Move notice as necessary.

3. Post a notice to equipment and vehicles operators, instructing them to stop, check, and clean tires of debris and mud before driving onto traffic lanes. Post at each stabilized construction exit area.

4. Post a notice of waste disposal procedures in a readily visible location on site.

3.06 ON-SITE WASTE MATERIAL STORAGE

A. On-site waste material storage shall be self-contained and shall satisfy appropriate local, state, and federal rules and regulations.

B. Prepare list of waste material to be stored on-site. Update list as necessary to include up-to-date information. Keep a copy of updated list with the SWP3.

C. Prepare description of controls to reduce pollutants generated from on-site storage. Include storage practices necessary to minimize exposure of materials to storm water, and spill prevention and response measures consistent with best management practices. Keep a copy of the description with the SWP3.

3.08 NOTICE OF TERMINATION

A. Submit a NOTE, ATTACHMENT 7 of this Section 01410, to Project Manager within 30 days after:

1. Final stabilization has been achieved on all portions of the site that are the responsibility of the Contractor; or

2. Another operator has assumed control over all areas of the site that have not been stabilized; and

3. All silt fences and other temporary erosion controls have either been removed, scheduled to be removed as defined in the SWP3, or transferred to a new operator if the new operator has sought permit coverage.

B. Project Manager will complete Owner's NOT and submit Contractor and Owner's notices to the TCEQ and MS4 entities.

END OF SECTION

Section 01454

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Testing laboratory services and Contractor responsibilities related to those services.

1.02 REFERENCES

A. ASTM C 1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.

B. ASTM D 3666 - Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials.

C. ASTM D 3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.

D. ASTM E 329 - Specification for Minimum Requirements for Agencies Engaged the Testing and/or Inspection of Materials Used in Construction.

1.03 SELECTION AND PAYMENT

A. The Owner shall employ and pay for the services of an independent testing laboratory, or laboratories, to perform product and material quality control , perform in-place quality control and verification identified in individual Specification sections.

B. The Owner, with the assistance of the Engineer, shall have control of testing, sampling, and expenditures.

C. The Contractor shall coordinate the services of the project's Geotechnical Engineer of Record to conduct observation and testing of the subgrade preparation, and the selection, placement and compaction of select fill material. The foundation excavations for structures shall be observed by the Geotechnical Engineer of Record prior to steel and/or concrete placement to assess that the foundation materials are capable of supporting the design loads and are consistent with the subsurface materials described in the project's Geotechnical Engineering Study.

D. Employment of a testing laboratory by the Owner shall not relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents.

E. Remedial work and re-testing costs, resulting from deficiencies in materials and/or workmanship, shall be borne by the Contractor.

1.04 QUALIFICATION OF LABORATORY

A. Meet laboratory requirements of ASTM E 329 and applicable requirements of ASTM C 1077, ASTM D 3666, and ASTM D 3740.

B. Where a laboratory subcontracts any part of the testing services, such work shall be placed with a laboratory complying with the requirements of this Section.

1.05 LABORATORY REPORTS

A. The testing laboratory shall provide and distribute copies of laboratory reports to the distribution list provided by the Engineer.

B. One copy of each laboratory report distributed or faxed to the Contractor shall be kept at the site field office for the duration of the project.

C. Before close of business on the working day following test completion and review, reports which indicate failing test results shall be transmitted immediately via fax from the testing laboratory to the material supplier, Contractor, and Engineer.

1.06 LIMITS ON TESTING LABORATORY AUTHORITY

A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.

B. Laboratory may not approve or accept any portion of the Work.

C. Laboratory may not assume any duties of the Contractor.

D. Laboratory has no authority to stop the Work.

1.07 CONTRACTOR RESPONSIBILITIES

A. Provide safe access to the Work and to manufacturer's facilities for the Engineer, Engineer and for testing laboratory personnel.

B. Provide to the testing laboratory a copy of the construction schedule and a copy of each update to the construction schedule.

C. Notify the Engineer and the testing laboratory during normal working hours of the day previous to the expected time for operations requiring inspection and testing services. If the Contractor fails to make timely prior notification, then the Contractor shall not proceed with the operations requiring inspection and testing services.

D. Notify the Engineer 24 hours in advance if the Specification requires the presence of the Engineer or testing laboratory for sampling or testing.

E. Request and monitor testing as required to provide timely results and to avoid delay to the Work. Provide samples to the laboratory in sufficient time to allow the required test to be performed in accordance with specified test methods before the intended use of the material.

F. Cooperate with laboratory personnel in collecting samples on site. Provide incidental labor and facilities for safe access to the Work to be tested; to obtain and handle samples at the site or at source of products to be tested; and to facilitate tests and inspections including storage and curing of test samples.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N

3.01 CONDUCTING TESTING

A. Laboratory sampling and testing specified in individual Specification sections shall conform to the latest issues of ASTM standards, TxDOT methods, or other recognized test standards as approved by the Engineer.

B. The requirements of this section shall also apply to those tests for approval of materials, for mix designs, and for quality control of materials as performed by the testing laboratories employed by the Contractor.

END OF SECTION

Section 01502

MOBILIZATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Mobilization of construction equipment and facilities onto the site.

1.02 MEASUREMENT & PAYMENT

A. Measurement and payment for mobilization is on a stipulated price basis.

B. Mobilization payments will be made in accordance with the following provisions:

1. Authorization for payment of 50 percent of the Contract Price for mobilization will be made upon receipt and approval by Engineer of the following items, as applicable:

   a. Establishment of the field office for the Resident Project Representative where an office is required by other Sections;
   b. Establishment of the Contractor's office;.
   c. Establishment of Contractor's material and equipment storage areas (as evidenced by executed leases or rental agreement); and.
   d. Issuance of Notice to Proceed by Engineer to Contractor..

2. Authorization for payment of the remaining fifty (50) percent of the Contract Price for mobilization will be made upon completion of Work amounting to five (5) percent of the Contract Price less the mobilization unit price.

C. Mobilization payments will be subject to retainage amounts stipulated in the General Conditions.

D. All cost difference between the stipulated amount and the actual cost of the initial mobilization and the cost of all subsequent mobilization shall be included in the various other prices bid.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01504

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Temporary facilities and necessary controls for the Project, including utilities, telephone, sanitary facilities, storage sheds and building, safety requirements, first aid equipment, fire protection, security measures, protection of the Work and property, access roads and parking, environmental controls, pest and rodent control and disposal of trash, debris and excavated material.

B. Facilities and controls specified in this section are considered minimum for the Project. Provide additional facilities and controls for proper execution of the Work and to meet Contractor's responsibilities for protection of persons and property.

1.02 CONTRACTOR'S RESPONSIBILITY

A. Comply with applicable requirements specified in other sections of the Specifications.

1. Maintain and operate temporary facilities and systems to assure continuous service.

2. Modify and extend systems as the Work progress requires.

3. Completely remove temporary materials and equipment when no longer required.

4. Restore existing facilities used for temporary services to specified or original condition.

PART 2 P R O D U C T S - NOT USED

PART 3 E X E C U T I O N

3.01 TEMPORARY UTILITIES

A. Obtaining Temporary Service:

1. Make arrangements with utility service companies for temporary services.

2. Abide by rules and regulations of the utility service companies or authorities having jurisdiction.

3. Responsible for utility service costs until Date of Substantial Completion. Included are fuel, power, light, heat, and other utility services necessary for execution, completion, testing, and initial operation of the Work.

B. Water:

1. Provide water required for and in connection with work to be performed and for specified tests of piping, equipment, devices, or for other use as required for proper completion of the Work.

2. Water to be drawn from public fire hydrants. Obtain transit meter from Owner. Pay required deposit based on rates established by latest ordinance.

3. Provide and maintain an adequate supply of potable water for domestic

consumption by Contractor personnel, Engineer and representatives of the Owner.

C. Electricity and Lighting:

1. Provide electric power service required for the Work including required testing, lighting, operation of equipment, and other Contractor use.

2. Electric power service includes temporary power or generators required to maintain plant operations during scheduled shutdowns.

3. Minimum lighting level shall be 10 foot-candles for open areas; 20-foot-candles for stairs and shops. Provide a minimum of one 300-watt lamp for each 200 square feet of work area.

D. Temporary Heat and Ventilation:

1. Provide temporary heat necessary for protection or completion of the Work.

2. Provide temporary heat and ventilation to assure safe working conditions; maintain enclosed areas at a minimum of 50 degrees F.

E. Telephone:

1. Provide emergency telephone service at Project site for use by Contractor personnel and others performing work or furnishing services at the site.

F. Sanitary Facilities:

1. Provide and maintain sanitary facilities for persons on the site; comply with regulations of State and local departments of health.

2. Enforce use of sanitary facilities by construction personnel at site. Enclose sanitary facilities. Pit-type toilets are not permitted. No discharge will be allowed from these facilities. Collect and store sewage and waste so as not to cause nuisance or health problems. Haul sewage and waste off-site and properly dispose in accordance with applicable regulations.

3. Locate toilets near the Work site and secluded from view insofar as possible. Keep toilets clean and supplied throughout the course of the Work.

3.02 STORAGE SHEDS AND BUILDINGS

A. Provide adequately ventilated, watertight storage facilities with floor above ground level for Products susceptible to weather damage.

B. Storage of Products not susceptible to weather damage may be on blocks off the ground.

C. Store Products in a neat and orderly manner. Place Products to permit easy access for identification, inspection and inventory.

D. Fill and grade site for temporary structures to provide drainage away from temporary and existing buildings.

3.03 SAFETY REQUIREMENTS

A. Submit a safety program at the pre-construction meeting and follow the Program. Include documented response to trench safety requirements of Section 02260 - Trench Safety

System.

B. Conduct operations in strict accordance with applicable Federal, State and local safety codes and statutes and with good construction practice. Establish and maintain procedures for safety of all work, personnel and equipment involved in the Work.

C. Observe and comply with Texas Occupational Safety Act (Art. 5182a, V.C.S.) and with all safety and health standards promulgated by Secretary of Labor under Section 107 of Contract Work Hours and Standards Act, published in 29 CFR Part 1926 and adopted by Secretary of Labor as occupational safety and health standards under Williams-Steiger Occupational Safety and Health Act of 1970, and to other legislation enacted for safety and health of Contractor employees. Safety and health standards apply to Subcontractors and Suppliers as well as to the Contractor.

D. Observance of and compliance with safety regulations is Contractor's responsibility without reliance or superintendence of or direction by Engineer. Immediately advise Engineer of investigation or inspection by Federal Safety and Health inspectors of Contractor's or Subcontractor's work or place of work on site under the Contract, and after investigation or inspection, advise Engineer of results. Submit one copy of accident reports to Engineer within 10 days of occurrence.

E. Protect areas occupied by workmen using the best available devices for detection of lethal and combustible gases. Test devices frequently to assure functional capability. Constantly observe infiltration of liquids into the Work area for visual or odor evidence of contamination, and immediately take appropriate steps to seal off entry of contaminated liquids to the Work area.

F. Implement safety measures, including but not limited to safety personnel, first-aid equipment, ventilating equipment and other safety equipment specified or detailed on Drawings.

G. Maintain required coordination with City Police and Fire Departments during entire period covered by the Contract.

H. Include Project safety analysis in safety plan. Itemize major tasks and potential safety hazards. Plan to eliminate hazards or protect workers and public from each hazard.

3.04 FIRST AID EQUIPMENT

A. Provide a first aid kit throughout the construction period. List telephone numbers for physicians, hospitals, and ambulance services in each first aid kit.

B. Have at least one person thoroughly trained in first aid and CPR procedures present on the site when work is in progress. Contractor to conform to protocols and requirements for training and protection against "blood borne pathogens".

3.05 FIRE PROTECTION

A. Conform to specified fire protection and prevention requirements established by Federal, State, or local governmental agencies and as provided in Safety Program.

3.06 SECURITY MEASURES

A. Protect the Work, materials, equipment, and property from loss, theft, damage, or vandalism. Protect Owner property used in performance of the Contract.

B. If existing fencing or barriers are breached or removed for purposes of construction, provide and maintain temporary security fencing equal to existing.

3.07 PROTECTION OF UTILITIES AND PIPELINES

A. Prevent damage to existing public utilities during construction. Approximate locations of known utilities are shown on Drawings, but all lines may not be shown. Excavate with caution and repair lines damaged by construction operations.

B. Use the Utility Coordinating Committee One Call System which must be called 48 hours in advance. The toll free telephone number is 1-800-669-8344, Texas One Call System.

C. Before excavating, locate underground utilities by appropriate means including the use of metal detection equipment, and probes, or by excavation or surveys. Repair damage caused by investigative work and by failure to locate or to preserve underground utilities.

D. Give utility owners a minimum five days notice before commencing excavation to allow time to locate utilities and make adjustments or relocations when they conflict with the Work. Include cost for temporary relocation of water, wastewater, and storm drainage lines, necessary to accommodate construction, in unit prices for utility construction unless otherwise noted. Bypassing of sanitary waste to storm drainage facilities is not allowed.

E. Prior to excavation near pipelines, request a representative of the pipeline company to meet with Contractor to locate the pipelines of proposed utility.

3.08 PROTECTION OF THE WORK AND PROPERTY

A. Preventive Actions

1. Take necessary precautions and actions to prevent damage, injury, or loss to the Work or public and private property, including:

a. Storage of apparatus, supplies, and Products in an orderly, safe manner to limit interference with progress of the Work or work of other contractors, utility service companies, or the Owner's operations.

b. Suitable storage for Products subject to damage by exposure to weather, theft, breakage, etc.

c. Limitation of loading pressures imposed upon portions of the Work.

d. Frequent clean up of refuse, scrap materials, and debris from construction operations, necessary to maintain the site in a safe and orderly condition.

e. Provision of barricades and guard rails to protect pedestrian and traffic around openings, scaffolding, temporary stairs and ramps, excavations, elevated walkways, and other hazardous areas.

2. Protect public and private property adjacent to the site. Obtain written consent before entering or occupying privately-owned land except on easements provided for construction. Restore property damaged by construction operations to condition equal to or better than that existing before the damage.

B. Barricades and Warning Systems

1. Where work is performed on or adjacent to roadways, rights-of-ways, or public land, provide barricades, fences, lights, warning signs, danger signals, and other precautionary measures necessary for protection of persons or property and for protection of the Work.

    a. Erect sufficient barricades to keep vehicles and pedestrians from entering the Work. Paint barricades to be visible at night. From sunset to sunrise, provide at least one light at each barricade.

    b. Maintain barricades, signs, lights, and provide watchmen until Engineer approves removal. Whenever work creates encroachment onto public roadways, station flagmen to manage traffic flow in accordance with approved traffic control plan.

    c. Conform to requirements of section 01555 - Traffic Control and regulation.

C. Protection of Existing Structures

1. Underground Facilities:

    a. Known Underground Facilities are shown on the Drawings but all Facilities may not be shown. Explore sufficiently ahead of trenching and excavation work to locate Underground Facilities in order to prevent damage to them and to prevent interruption of utility services. Restore damage to Underground Facilities to original condition at no additional cost to the Owner.

    b. If necessary to avoid unanticipated Underground Facilities, Engineer may make changes in location of the Work.

    c. If permanent relocation of an Underground Facility is required and not provided for in the Contract documents, Engineer will direct Contractor in writing to perform the Work.

2. Surface Structures include buildings, tanks, walls, bridges, roads, dams, channels, open drainage, piping, poles, wires, posts, signs, markers, curbs, walks, guard cables, fencing, and other facilities that are visible above the ground level.

3. Protection of Underground Facilities and Surface Structures:

    a. Support in place and protect Underground Facilities and Surface Structures located within or adjacent to the limits of the Work from damage. Install supports as required by the owner of the structure. Satisfy Engineer that the owner of the facility or structure has approved methods and procedures before installing structure supports.

    b. Avoid moving or changing public utility or private corporation property without prior written consent of a responsible official of the facility or structure. Allow representatives of utilities to enter the construction site for maintenance and repair purposes or to make necessary changes.

    c. Notify utility and pipeline owners and operators of the nature of construction operations and dates when operations will be performed. When construction operations are required in immediate vicinity of existing structures, pipelines, or utilities, give a minimum of five working

days advance notice. Probe and flag location of Underground Facilities prior to commencement of excavation. Keep flags in place until construction operations uncover the facility.

d. Assume risk for damages and expenses to Underground Facilities and Surface Structures within or adjacent to the Work.

e. Employ a structural engineer to ensure protection measures are adequate for the safety and integrity of structures and facilities.

E. Protection of Installed Products:

1. Provide protection of Installed Products to prevent damage from subsequent operations. Remove protection facilities when no longer needed, prior to completion of the Work.

2. Control traffic to prevent damage to Products and surfaces.

3. Provide coverings to protect Products from damage. Cover projections, wall corners, jambs, sills, and exposed sides of openings in areas used for traffic and passage of materials in subsequent work.

3.09 ROADS AND PARKING

A. Prevent interference with traffic and operations of the Owner on existing roads.

B. Designate temporary parking areas to accommodate construction and Owner personnel. When site space is not adequate, provide additional off-site parking.

C. Minimize use by construction traffic on existing streets and driveways.

D. Do not allow heavy vehicles or construction equipment in existing parking areas.

3.10 ENVIRONMENTAL CONTROLS

A. Use methods, equipment, and temporary construction necessary for control of environmental conditions at the site and adjacent areas.

B. Comply with statutes, regulations, and ordinances relating to prevention of environmental pollution and preservation of natural resources including National Environmental Policy Act of 1969, PL 91-190, Executive Order 11514.

C. Minimize impact to the surrounding environment. Do not use construction procedures that cause unnecessary excavation and filling of terrain, indiscriminate destruction of vegetation, air or stream pollution, or harassment or destruction of wildlife.

D. Limit disturbed areas to boundaries established by the Contract. Do not pollute on-site streams, sewers, wells, or other water sources.

E. Do not burn rubbish, debris or waste materials.

3.11 POLLUTION CONTROL

A. Provide methods, means, and facilities necessary to prevent contamination of soil, water or the atmosphere by discharge of Pollutants from construction operations.

B. Provide equipment and personnel to perform emergency measures to contain spillage, and to remove contaminated soils or liquids. Excavate and dispose of contaminated earth off-site in accordance with laws and regulations, and replace with suitable compacted fill

and topsoil.

C. Provide systems necessary for control of Pollutants.

1. Prevent toxic concentrations of chemicals.

2. Prevent harmful dispersal of Pollutants into the environment.

D. Use equipment that conforms to current Federal, State, and local laws and regulations.

3.12 PEST AND RODENT CONTROL

A. Provide rodent and pest control as necessary to prevent infestation of construction or storage areas.

B. Employ methods and use materials that will not adversely affect conditions at site or on adjoining properties.

3.13 NOISE CONTROL

A. Provide vehicles, equipment, and use construction activities that minimize noise to the greatest degree practicable. Conform to noise levels of Chapter 30 -Noise and Sound Level Regulation, City Code of Ordinances, and latest OSHA standards. Do not permit noise levels to interfere with the Work or create a nuisance to surrounding areas.

B. Conduct construction operations during daylight hours except as approved by Engineer.

C. Select construction equipment that operates with minimum noise and vibration. When directed by Engineer, correct objectionable noise or vibration produced by operation of equipment at no additional cost to the Owner. Sound Power Level (PWL) of equipment shall not exceed 85 dbA (re: 10-12 watts) measured five feet from the equipment, or at a lower level if prescribed by City Ordinances. Equipment noise requirements are contained in equipment specifications.

3.14 DUST CONTROL

A. Use water or other methods approved by Engineer to control amount of dust generated by vehicle and equipment operations.

3.15 WATER RUNOFF AND EROSION CONTROL

A. Comply with requirements of Section 01410 - TPDES Requirements.

B. Conduct fill, grading and ditching operations and provide adequate methods necessary to control surface water, runoff, subsurface water, and water from excavations and structures in order to prevent damage to the Work, the site, or adjoining properties.

1. Plan and execute construction and earthwork by methods that control surface drainage from cuts and fills, and from borrow and waste disposal areas.

2. Minimize area of bare soil exposed at one time.

3. Provide temporary control measures, such as berms, dikes, and drains.

4. Provide, operate, and maintain equipment and facilities of adequate size to control surface water.

5. Construct fill and waste areas by selective placement of materials to eliminate erosion of surface silts or clays that may erode.

6. Direct water away from excavations, pits, tunnels, and other construction areas to prevent erosion, sedimentation or damage.

7. Maintain existing drainage patterns adjacent to the site by constructing temporary earth berms, sedimentation basins, retaining areas, and temporary ground cover.

8. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to the site or adjoining areas, in conformance with environmental requirements.

9. Inspect earthwork periodically to detect any evidence of erosion. Take corrective measures as required to control erosion.

END OF SECTION - 01504

Section 01555

TRAFFIC CONTROL AND REGULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Traffic Control and Regulation

1.02 METHODS OF PAYMENT

A. No separate payment will be made for traffic control and regulation. Include the cost of traffic control and regulation in unit price for work requiring such control.

1.03 REFERENCES

A. Texas Manual of Uniform Traffic Control Devices (TMUTCD)

B. Texas Department of Transportation (TxDOT) permit (if applicable)

C. Railroad company permit(s) (if applicable)

1.04 PERFORMANCE REQUIREMENTS

A. Provide all necessary signs, barricades, marking, lighting, and other equipment and supplies required to comply with the TMUTCD (and TxDOT permit, and/or Railroad Company permit, if applicable)

B. Provide all necessary certified flagmen required to comply with the TMUTCD (and TxDOT permit, if applicable)

PART 2 PRODUCTS

A. Equipment and materials must be furnished, installed and operated by an experienced contractor regularly engaged in traffic control system design, installation and operation.

B. All equipment must be in good repair and operating order.

C. Sufficient standby equipment and materials shall be kept available to ensure continuous operation, where required.

PART 3 EXECUTION

A. Provide labor, material, equipment, techniques and methods required to provide safe traffic control and regulation. Monitor effectiveness of the installed system and its effect on adjacent property.

B. Notify, TxDOT and/or Railroad Company as required by the permit(s) (if applicable).

C. Provide continuous system operation, including nights, weekends and holidays. Arrange for appropriate backup if electrical power is primary energy source for traffic control system.

D. Remove system(s) upon completion of construction or when traffic control is no longer required.

END OF SECTION

SECTION 01570

STORM WATER POLLUTION CONTROL

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Implementation of Storm Water Pollution Prevention Plans (SWP3) described in Section 01410 - TPDES Requirement.

B. Installation and maintenance of storm-water pollution prevention structures: diversion dikes, interceptor dikes, diversion swales, interceptor swales, down spout extenders, pipe slope drains, paved flumes and level spreaders. Structures are used during construction and prior to final development of the site.

C. Filter Fabric Fences:

1. Type 1: Temporary filter fabric fences for erosion and sediment control in non-channelized flow areas.

2. Type 2: Temporary reinforced filter fabric fences for erosion and sediment control in channelized flow areas.

D. Straw Bale Fence.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices

1. Payment for filter fabric fence if included in Bid Form is on a linear foot basis measured between limits of beginning and ending of stakes.

2. Payment for reinforced filter fabric fence if included in Bid Form is on a linear foot basis measured between limits of beginning and ending of stakes.

3. Payment for drop inlet baskets if included in Bid Form is on a unit price basis for each drop inlet basket.

4. Payment for storm inlet sediment traps if included in Bid Form is on a unit price basis for each storm inlet sediment trap.

5. Payment for storm-water-pollution-prevention structures if included in Bid Form is on a lump sum basis for the project. Earthen structures with outlet and piping includes diversion dikes, interceptor dikes, diversion swales, interceptor swales, and excavated earth-outlet sediment trap, embankment earth-outlet sediment trap, down spout extenders, pipe slope drains, paved flumes, stone outlet sediment trap, and level spreaders.

6. Payment for straw bale barrier, if included in Bid Form, is on a linear foot of accepted bale barriers, if not include in cost of storm-water-pollution-prevention structures.

7. Payment for brush berm, if included in Bid Form, is on a linear foot of accepted rush berm, if not include in cost of storm water-pollution-prevention structures.

8. Payment for sandbag barrier, if included in Bid Form, is on a linear foot basis measured between limits of beginning and ending of sandbags, if not include in

cost of storm-water-pollution prevention structures.

9. Payment for sediment basin with pipe outlet or stone outlet, if included in Bid Form, is on a square yard basis, if not include in cost of storm-water-pollution-prevention structures.

10. Payment for inlet protection barriers, if included in Bid Form, is on a linear foot basis measured along outside face of inlet protection barrier, if not include in cost of storm-water-pollution prevention structures.

11. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum) Contract. If Contract is Stipulated Price Contract, payment for Work in this Section is included in total Stipulated Price.

1.03 REFERENCE STANDARDS

A. ASTM

1. A 36 - Standard Specification for Carbon Structural Steel.

2. D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).

3. D3786 - Standard Test Method for Hydraulic Bursting Strength for Knitted Goods and Nonwoven Fabrics.

4. D 4355 - Standard Test Method for Deterioration of Geotextiles from Exposure to Ultraviolet Light and Water (Xenon-Arc Type Apparatus).

5. D 4491 - Standard Test Methods for Water Permeability of Geotextiles by Permittivity.

6. D 4632 - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.

7. D 4833 - Standard Test Method for Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products.

8. D 6382 - Standard Practice for Dynamic Mechanical Analysis and Thermogravimetry of Roofing and Waterproofing Membrane Material.

1.04 SYSTEM DESCRIPTIONS

A. Filter Fabric Fence Type 1 and Type 2: Install to allow surface or channel runoff percolation through fabric in sheet-flow manner and to retain and accumulate sediment. Maintain Filter Fabric Fences to remain in proper position and configuration at all times.

B. Straw Bale Fence: Install to allow surface runoff percolation through straw in sheet-flow manner and to retain and accumulate sediment. Maintain Straw Bale Fence to remain in proper position and configuration at all times.

C. Interceptor Dikes and Swales: Construct to direct surface or channel runoff around the project area or runoff from project area into sediment traps.

D. Drop Inlet Baskets: Install to allow runoff percolation through the basket and to retain and accumulate sediment. Clean accumulation of sediment to prevent clogging and backups.

E. Sediment traps: Construct to pool surface runoff from construction area to allow sediment to settle onto the bottom of trap.

1.05 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.

B. Submit manufacturer's literature for product specifications and installation instructions.

C. Submit manufacture's catalog sheets and other product data on geotextile or filter fabrics, outlet pipe, perforated riser and connectors.

D. Submit proposed methods, equipment, materials, and sequence of operations for storm-water pollution prevention structures.

E. Submit shop drawings for Drop Inlet Baskets.

PART 2 P R O D U C T S

2.01 CONCRETE

A. Concrete: Class B in accordance with Section 03315 - Concrete for Utility Construction or as shown on the Drawings.

2.02 AGREGATE MATERIALS

A. Use poorly graded cobbles with diameter greater than 3 inches and less than 5 inches.

B. Provide gravel lining in accordance with Section 2320 - Utility Backfill Materials or as shown on the drawings.

C. Provide clean cobbles and gravel consisting of crushed concrete or stone. Use clean, hard crushed concrete or stone free from adherent coatings, salt, alkali, dirt, clay, loam, shale, soft or flaky materials, or organic matter.

D. Sediment Pump Pit Aggregate: Use nominal 2-inch diameter river gravel.

2.03 GEOTEXTILE FILTER FABRIC

A. Woven or nonwoven geotextile filter fabric made of either polypropylene, polyethylene, ethylene, or polyamide material, in continuous rolls of longest practical length.

B. Grab Strength: 100 psi in any principal direction (ASTM D-4632), Mullen burst strength >200 psi (ASTM D-3786), and equivalent opening size between 50 and 140.

C. Furnish ultraviolet inhibitors and stabilizers for minimum 6 months of expected usable construction life at temperature range of 0 degrees F to 120 degrees.

D. Mirafi, Inc., Synthetic Industries, or equivalent

2.05 FENCING

A. Wire Fencing: Woven galvanized steel wire, 14 gauge by 6-inch square mesh spacing, minimum 24 inch roll or sheet width of longest practical length.

B. Fence Stakes: Nominal 2 by 2 inch moisture-resistant treated wood or steel posts (min. of 1.25 lbs. per linear foot and Brinell Hardness greater than 140) with safety caps on top; length as required for minimum 8 inch bury and full height of filter fabric.

2.06 SANDBAGS

A. Provide woven material made of polypropylene, polyethylene, or polyamide material.

1. Minimum unit weight of four ounces per square yard.

2. Minimum grab strength of 100 psi in any principal direction (ASTM D4632).

3. Mullen burst strength exceeding 300 psi (ASTM D3786).

4. Ultraviolet stability exceeding 70 percent.

5. Size: Length:18 to 24 inches. Width: 12 to 18 inches. Thickness: 6 to 8 inches. Weight: 50 to 125 pounds.

2.07 DROP INLET BASKET

A. Provide steel frame members in accordance with ASTM A36.

B. Construct top frame of basket with two short sides of 2 inch by 2 inch and single long side of 1 inch by 1 inch, 1/8 inch angle iron. Construct basket hangers of 2 inch by 1/4 inch iron bars. Construct bottom frame of 1 inch by 1/4 inch iron bar or 1/4 inch plate with center 3 inches removed. Use minimum 1/4 inch diameter iron rods or equivalent for sides of inlet basket. Weld minimum of 14 rods in place between top frame/basket hanger and bottom frame. Exact dimensions for top frame and insert basket will be determined based on dimensions of type of inlet being protected.

2.08 STRAW BALE

A. Straw: Standard-baled agricultural hay bound by wire, nylon, or polypropylene rope. Do not use jute or cotton binding.

B. Straw Bale Stakes (applicable where bales are on soil): No. 3 (3/8 diameter) reinforcing bars, deformed or smooth at Contractor's option, length as required for minimum 18 inch bury and full height bales.

PART 3 E X E C U T I O N

3.01 PREPARATION, INSTALLATION AND MAINTAINANCE

A. Provide erosion and sediment control structures at locations shown on the Drawings.

B. Do not clear, grub or rough cut until erosion and sediment control systems are in place unless approved by Engineer to allow installation of erosion and sediment control systems, soil testing and surveying.

C. Maintain existing erosion and sediment control systems located within project site until acceptance of Project or until directed by Engineer to remove and discard existing system.

D. Regularly inspect and repair or replace damaged components of erosion and sediment control structures. Unless otherwise directed, maintain erosion and sediment control structure until project area stabilization is accepted. Redress and replace granular fill at outlets as needed to replenish depleted granular fill. Remove erosion and sediment control structures promptly when directed by Engineer.

E. Remove and dispose sediment deposits at the designated spoil site for the Project. If a project spoil site is not designated on Drawings, dispose of sediment off site at approved location.

F. Unless otherwise shown on the Drawings, compact embankments, excavations, and trenches in accordance with Section 02317 Excavation and Backfill for Utilities.

G. Prohibit equipment and vehicles from maneuvering on areas outside of dedicated right of

way and easements for construction. Immediately repair damage caused by construction traffic to erosion and sediment control structures.

H. Protect existing trees and plants.

SEDIMENT TRAPS

A. Install sediment traps so that surface runoff shall percolate through system in sheet flow fashion and allow retention and accumulation of sediment.

B. Inspect sediment traps after each rainfall, daily during periods of prolonged rainfall, and at a minimum once each week. Repair or replace damaged sections immediately.

C. Use fill material for embankment in accordance with Section 02320 - Utility Backfill Materials.

D. Excavation length and height shall be as specified on Drawings. Use side slopes of 2:1 or flatter.

E. Stone outlet sediment traps:

1. Maintain minimum of 6 inches between top of core material and top of stone outlet, minimum of 4 inches between bottom of core material and existing ground and minimum of 1 foot between top of stone outlet and top of embankment.

2. Embed cobbles minimum of 4 inches into existing ground for stone outlet. Core shall be a minimum of 1 foot in height and in width and wrapped in triple layer of geotextile filter fabric.

F. Sediment Basin with Pipe Outlet Construction Methods: Install outlet pipe and riser as shown on the Drawings.

G. Remove sediment deposits when design basin volume is reduced by one third or sediment level is one foot below principal spillway crest, whichever is less.

3.03 FILTER FABRIC FENCE CONSTRUCTION METHODS

A. Fence Type 1:

1. Install stakes 3 feet on center maximum and firmly embed minimum 8 inches in soil. If filter fabric is factory preassembled with support netting, then maximum support spacing is 8 feet. Install wood stakes at a slight angle toward the source of anticipated runoff.

2. Trench in the toe of the fence lines so the downward face of the trenches is flat and perpendicular to direction of flow. V-trench configuration as shown on Drawings may also be used.

3. Lay fabric along edges of trenches in longest practical continuous runs to minimize joints. Make joints only at a support post. Splice with minimum 6-inch overlap and seal securely.

4. Staple filter fabric to stakes at maximum 3 inches on center. Extend fabric minimum 18 inches and maximum 36 inches above natural ground.

5. Backfill and compact trench.

B. Fence Type 2:

1. Layout fence same as for Type 1.

2. Install stakes at 6 feet on center maximum and at each joint in wire fence, firmly embedded 1-foot minimum, and inclined it as for Type 1.

3. Tie wire fence to stakes with wire at 6 inches on center maximum. Overlap joints minimum one bay of mesh.

4. Install trench same as for Type 1.

5. Fasten filter fabric wire fence with tie wires at 3 inches on center maximum.

6. Layout fabric same as for Type 1. Fasten to wire fence with wire ties at 3 inches on center maximum and, if applicable, to stakes above top of wire fence it as for Type 1.

7. Backfill and compact trench.

C. Attach filter fabric to wooden fence stakes spaced a maximum of 6 feet apart or steel fence stakes spaced a maximum of 8 feet apart and embedded a minimum of 12 inches. Install stakes at a slight angle toward source of anticipated runoff.

D. Trench in toe of filter fabric fence with spade or mechanical trencher so that downward face of trench is flat and perpendicular to direction of flow. A V-trench configuration may also be used. Lay filter fabric along edges of trench. Backfill and compact trench upon completion of Construction.

E. Filter fabric fence shall have a minimum height of 18 inches and a maximum height of 36 inches above natural ground.

F. Cut length of fence to minimize use of joints. When joints are necessary, splice fabric together only at support post with minimum 6 inch overlap and seal securely.

G. Triangular Filter Fabric Fence Construction Methods

1. Attach filter fabric to wire fencing, 18 inches on each side. Provide a fabric cover and skirt with continuous wrapping of fabric. Skirt should form continuous extension of fabric on upstream side of fence.

2. Secure triangular fabric filter fence in place using one of the following methods:

   a. Toe-in skirt 6 inches with mechanically compacted material;

   b. Weight down skirt with continuous layer of 3-inch to 5-inch graded rock; or

   c. Trench-in entire structure 4 inches.

3. Anchor triangular fabric filter fence structure and skirt securely in place using 6-inch wire staples on 2-foot centers on both edges and on skirt, or staked using 18-inch by 3/8-inch diameter re-bar with tee ends.

4. Lap fabric filter material by 6 inches to cover segment joints. Fasten joints with galvanized shoat rings.

H. Reinforced Filter Fabric Barrier Construction Methods

1. Attach woven wire fence to fence stakes.

2. Securely fasten filter fabric material to wire fence with tie wires.

3. When used in swales, ditches or diversions, elevation of barrier at top of filter fabric at flow line location in channel shall be lower than bottom elevation of filter fabric at ends of barrier or top of bank, whichever is less, in order to keep storm water discharge in channel from overtopping bank.
4. Remove sediment deposits when silt reaches depth one-third height of barrier or 6 inches, whichever is less.

3.04 DIKE AND SWALE

A. Unless otherwise indicated, maintain minimum dike height of 18 inches, measured from cleared ground at up slope toe to top of dike. Maintain side slopes of 2:1 or flatter.

B. Dike and Swale Stabilization: When shown on the Drawings, place gravel lining 3 inches thick and compacted into the soil or 6 inches thick if truck crossing is expected. Extend gravel lining across bottom and up both sides of swale minimum height of 8 inches vertically, above bottom. Gravel lining on dike side shall extend up the up slope side of dike a minimum height of 8 inches, measured vertically from interface of existing or graded ground and up slope toe of dike, as shown on Drawings.

C. Divert flow from dikes and swales to sediment basins, stabilized outlets, or sediment trapping devices of types and at locations shown on Drawings. Grade dikes and swales as shown on Drawings, or, if not specified, provide positive drainage with maximum grade of 1 percent to outlet or basin.

E. Carry out excavation for swale construction so that erosion and water pollution is minimal. Minimum depth shall be 1 foot and bottom width shall be 4 feet, with level swale bottom. Excavation slopes shall be 2:1 or flatter. Clear, grub and strip excavation area of vegetation and root material.

3.05 DOWN SPOUT EXTENDER

A. Down spout extender shall have slope of approximately 1 percent. Use pipe diameter of 4 inches or as shown on the Drawings. Place pipe in accordance with Section 2317 - Bedding and Backfill for Utilities.

3.06 PIPE SLOPE DRAIN

A. Compact soil around and under drain entrance section to top of embankment in lifts appropriately sized for method of compaction utilized.

B. Inlet pipe shall have slope of 1 percent or greater. Use pipe diameter as shown on the Drawings.

C. Top of embankment over inlet pipe and embankments directing water to pipe shall be at least 1 foot higher at all points than top of inlet pipe.

D. Pipe shall be secured with hold-down grommets spaced 10 feet on centers.

E. Place riprap apron with a depth equal to pipe diameter with 2:1 side slopes.

3.07 PAVED FLUME

A. Compact soil around and under the entrance section to top of the embankment in lifts appropriately sized for method of compaction utilized.

B. Construct subgrade to required elevations. Remove and replace soft sections and unsuitable material. Compact subgrade thoroughly and shape to a smooth, uniform surface.

C. Construct permanent paved flumes in accordance with Drawings.

D. Remove sediment from riprap apron when sediment has accumulated to depth of one foot.

3.08 LEVEL SPREADER

A. Construct level spreader on undisturbed soil and not on fill. Ensure that spreader lip is level for uniform spreading of storm runoff.

B. Maintain at required depth, grade, and cross section as specified on Drawings. Remove sediment deposits as well as projections or other irregularities which will impede normal flow.

3.09 INLET PROTECTION BARRIER

A. Place sandbags and filter fabric fences at locations shown on the SWP3.

3.10 DROP INLET BASKET CONSTRUCTION METHODS

A. Fit inlet insert basket into inlet without gaps around insert at locations shown on the SWP3.

B. Support for inlet insert basket shall consist of fabricated metal as shown on Drawings.

C. Push down and form filter fabric to shape of basket. Use sheet of fabric large enough to be supported by basket frame when holding sediment and extend at least 6 inches past frame. Place inlet grates over basket/frame to serve as fabric anchor.

D. Remove sediment deposit after each storm event and whenever accumulation exceeds 1-inch depth during weekly inspections.

3.11 STRAW BALE FENCE CONSTRUCTION METHODS

A. Place bales in row with ends tightly abutting adjacent bales. Place bales with bindings parallel to ground surface.

B. Embed bale in soil a minimum of 4 inches.

C. Securely anchor bales in place with Straw Bale Stakes driven through bales a minimum of 18-inches into ground. Angle first stake in each bale toward previously laid bale to force bales together.

D. Fill gaps between bales with straw to prevent water from channeling between bales. Wedge carefully in order not to separate bales.

E. Replace with new straw bale fence every two months or as required by Engineer.

3.12 BRUSH BERM CONSTRUCTION METHODS

A. Construct brush berm along contour lines by hand placing method. Do not use machine placement of brush berm.

B. Use woody brush and branches having diameter less than 2-inches with 6inches overlap. Avoid incorporation of annual weeds and soil into brush berm.

C. Use minimum height of 18-inches measured from top of existing ground at upslope toe to top of berm. Top width shall be 24 inches minimum and side slopes shall be 2:1 or flatter.

D. Embed brush berm into soil a minimum of 4-inches and anchor using wire, nylon or polypropylene rope across berm with a minimum tension of 50 pounds. Tie rope securely to 18-inch x 3/8-inch diameter rebar stakes driven into ground on 4-foot centers on both sides of berm.

3.13 STREET AND SIDEWALK CLEANING

A. Keep areas clean of construction debris and mud carried by construction vehicles and equipment. If necessary, install stabilized construction exits at construction, staging, storage, and disposal areas.

3.14 WASTE COLLECTION AREAS

A. Prevent water runoff from passing through waste collection areas, and prevent water runoff from waste collection areas migrating outside collection areas.

3.15 EQUIPMENT MAINTENANCE AND REPAIR

A. Confine maintenance and repair of construction machinery and equipment to areas specifically designated for that purpose, so fuels, lubricants, solvents, and other potential pollutants are not washed directly into receiving streams or storm water conveyance systems. Provide these areas with adequate waste disposal receptacles for liquid and solid waste. Clean and inspect maintenance areas daily.

B. Where designated equipment maintenance areas are not feasible, take precautions during each individual repair or maintenance operation to prevent potential pollutants from washing into streams or conveyance systems. Provide temporary waste disposal receptacles.

3.16 VEHICLE/ EQUIPMENT WASHING AREAS

A. Install wash area (stabilized with coarse aggregate) adjacent to stabilized construction exit(s), as required to prevent mud and dirt run-off. Release wash water into drainage swales or inlets protected by erosion and sediment controls. Install gravel or rock base beneath wash areas.

B. Wash vehicles only at designated wash areas. Do not wash vehicles such as concrete delivery trucks or dump trucks and other construction equipment at locations where runoff flows directly into watercourses or storm water conveyance systems.

C. Locate wash areas to spread out and evaporate or infiltrate wash water directly into ground, or collect runoff in temporary holding or seepage basins.

3.17 WATER RUNOFF AND EROSION CONTROL

A. Control surface water, runoff, subsurface water, and water from excavations and structures to prevent damage to the Work, the site, or adjoining properties.

B. Control fill, grading and ditching to direct water away from excavations, pits, tunnels, and other construction areas, and to direct drainage to proper runoff courses to prevent erosion, sedimentation or damage.

C. Provide, operate, and maintain equipment and facilities of adequate size to control surface water.

D. Dispose of drainage water to prevent flooding, erosion, or other damage to the site or adjoining areas. Follow environmental requirements.

E. Retain existing drainage patterns external to the site by constructing temporary earth

berms, sedimentation basins, retaining areas, and temporary ground cover as required to control conditions.

F. Plan and execute construction and earth work to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.

1. Hold area of bare soil exposed at one time to a minimum.

2. Provide temporary controls such as berms, dikes, and drains.

G. Construct fill and waste areas by selective placement to eliminate surface silts or clays which will erode.

H. Inspect earthwork periodically to detect start of erosion. Immediately apply corrective measures as required to control erosion.

I. Dispose of sediments offsite, not in or adjacent to streams or floodplains, nor allow sediments to flush into streams or drainage ways. Assume responsibility for offsite disposal location.

J. Unless otherwise indicated, compact embankments, excavations, and trenches by mechanically blading, tamping, and rolling soil in maximum of 8 inch layers. Provide compaction density at minimum 90 percent Standard Proctor ASTM D-698-78 density. Make at least one test per 500 cubic yards of embankment.

K. Do not maneuver vehicles on areas outside of dedicated rights-of-way and easements for construction. Immediately repair damage to erosion and sedimentation control systems caused by construction traffic.

L. Do not damage existing trees intended to remain.

3.18 REMOVAL OF CONTROLS

A. Remove erosion and sediment controls when the site is finally stabilized or as directed by Engineer.

B. Dispose of sediments and waste products following Section 01504- Temporary Facilities.

END OF SECTION - 01570

Section 01572

SOURCE CONTROLS FOR EROSION AND SEDIMENTATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Description of erosion and sediment control and other control-related practices, which shall be utilized during construction activities.

1.02 UNIT PRICES

A. No separate payment will be made for work performed under this Section. Include cost of work performed under this Section in pay items of which this work is a component.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 PREPARATION AND INSTALLATION

A. No clearing and grubbing or rough cutting shall be permitted until erosion and sediment control systems are in place, other than site work specifically directed by the Resident Project Representative to allow soil testing and surveying.

B. Equipment and vehicles shall be prohibited by the Contractor from maneuvering on areas outside of dedicated rights-of-way and easements for construction. Damage caused by construction traffic to erosion and sediment control systems shall be repaired immediately by the Contractor.

C. The Contractor shall be responsible for collecting, storing, hauling, and disposing of spoil, silt, and waste materials as specified in this or other Specifications and in compliance with applicable federal, state, and local rules and regulations.

D. Contractor shall conduct all construction operations under this Contract in conformance with the erosion control practices described in the SWPPP, Drawings, and this Specification.

E. The Contractor shall install, maintain, and inspect erosion and sediment control measures and practices as specified in the SWPPP, Drawings, and in this or other Specifications.

3.02 TOPSOIL PLACEMENT FOR EROSION AND SEDIMENT CONTROL SYSTEMS

A. When topsoil is specified as a component of another Specification, the Contractor shall conduct erosion control practices described in this Specification during topsoil placement operations.

1. When placing topsoil, maintain erosion and sediment control systems, such as swales, grade stabilization structures, berms, dikes, waterways, and sediment basins.

2. Maintain grades which have been previously established on areas to receive topsoil.

3. After the areas to receive topsoil have been brought to grade, and immediately prior to dumping and spreading the topsoil, loosen the subgrade by discing or by scarifying to a depth of at least 2 inches to permit bonding of the topsoil to the subsoil.

4. No sod or seed shall be placed on soil which has been treated with soil sterilants until sufficient time has elapsed to permit dissipation of toxic materials.

3.03 SEDIMENT CONTROL MAINTENANCE

A. All erosion, sediment, and water pollution controls will be maintained in good working order. A rain gauge provided by the Contractor shall be located on the project site. Within 24 hours of a rainfall event of 0.5 inches or more as measured by the project rain gauge, the Contractor and the Resident Project Representative shall inspect the entire project to determine the condition of the control measures. Sediment shall be removed and devices repaired as soon as practicable but no later than 7 days after the surrounding ground has dried sufficiently to prevent further damage from equipment operations needed for repairs.

B. In the event of continuous rainfall over a 24 hour period, or other circumstances that preclude equipment operation in the area, the Contractor shall install additional backup storm water pollution control devices, as determined by the Resident Project Representative, by other appropriate methods. The Contractor shall remove sediment accumulations and deposit the spoils in an area approved by the Resident Project Representative as soon as practical and in accordance with the SWPPP. Any corrective action needed for the control measures is to be accomplished in the sequence directed by the Resident Project Representative; however, areas adjacent to receiving waters shall generally have priority, followed by devices protecting storm sewer inlets.

3.04 DUST CONTROL

A. Implement dust control methods to control dust creation and movement on construction sites and roads and to prevent airborne sediment from reaching receiving streams or storm water conveyance systems, to reduce on-site and off-site damage, to prevent health hazards, and to improve traffic safety.

B. Control blowing dust by using one or more of the following methods:

1. Mulches bound with chemical binders.

2. Temporary vegetative cover.

3. Spray-on adhesives on mineral soils when not used by traffic.

4. Tillage to roughen surface and bring clods to the surface.

5. Irrigation by water sprinkling.

6. Barriers using solid board fences, snow fences, burlap fences, crate walls, bales of straw, or similar materials.

C. Implement dust control methods immediately whenever dust can be observed blowing on the project site.

3.05 KEEPING STREETS CLEAN

A. Keep streets clean of construction debris and mud carried by construction vehicles and equipment. If necessary to keep the streets clean, install stabilized construction exits at construction, staging, storage, and disposal areas. A vehicle/equipment wash area (stabilized with coarse aggregate) may be installed adjacent to the stabilized construction exit, as needed. Release wash water into a drainage swale or inlet protected by erosion and sediment control measures. Construction exit and wash areas are specified in Section 01575 - Stabilized Construction Exit.

B. In lieu of or in addition to stabilized construction exits, shovel or sweep the pavement to the extent necessary to keep the street clean. Waterhosing or sweeping of debris and mud off of the street into adjacent areas is not allowed.

3.06 EQUIPMENT MAINTENANCE AND REPAIR

A. Confine maintenance and repair of construction machinery and equipment to areas specifically designated for that purpose. Locate such areas so that oils, gasoline, grease, solvents, and other potential pollutants cannot be washed directly into receiving streams or storm water conveyance systems. Provide these areas with adequate waste disposal receptacles for liquid as well as solid waste. Clean and inspect maintenance areas daily.

B. On a construction site where designated equipment maintenance areas are not feasible, take precautions during each individual repair or maintenance operation to prevent potential pollutants from washing into streams or conveyance systems. Provide temporary waste disposal receptacles.

3.07 WASTE COLLECTION AND DISPOSAL

A. Contractor shall formulate and implement a plan for the collection and disposal of waste materials on the construction site. In plan, designate locations for trash and waste receptacles and establish a collection schedule. Methods for ultimate disposal of waste shall be specified and carried out in accordance with applicable local, state, and federal health and safety regulations. Make special provisions for the collection and disposal of liquid wastes and toxic or hazardous materials.

B. Keep receptacles and waste collection areas neat and orderly to the extent possible. Waste shall not be allowed to overflow its container or accumulate from day-to-day. Locate trash collection points where they will least likely be affected by concentrated storm water runoff.

3.08 WASHING AREAS

A. Vehicles such as concrete delivery trucks or dump trucks and other construction equipment shall not be washed at locations where the runoff will flow directly into a watercourse or storm water conveyance system. Designate special areas for washing vehicles. Locate these areas where the wash water will spread out and evaporate or infiltrate directly into the ground, or where the runoff can be collected in a temporary holding or seepage basin. Beneath wash areas construct a gravel or rock base to minimize mud production.

3.09 STORAGE OF CONSTRUCTION MATERIALS AND CHEMICALS

A. Isolate sites where chemicals, cements, solvents, paints, or other potential water pollutants are stored in areas where they will not cause runoff pollution.

B. Store toxic chemicals and materials, such as pesticides, paints, and acids in accordance with manufacturers' guidelines. Protect groundwater resources from leaching by placing a plastic mat, packed clay, tar paper, or other impervious materials on any areas where toxic liquids are to be opened and stored.

3.10 DEMOLITION AREAS

A. Demolition activities which create large amounts of dust with significant concentrations of heavy metals or other toxic pollutants shall use dust control techniques to limit transport of airborne pollutants. However, water or slurry used to control dust contaminated with heavy metals or toxic pollutants shall be retained on the site and shall not be allowed to run directly into watercourses or storm water conveyance systems. Methods of ultimate disposal of these materials shall be carried out in accordance with applicable local, state, and federal health and safety regulations.

3.11 SANITARY FACILITIES

A. Provide and maintain sanitary facilities for persons on the job site; comply with the regulations of State and local departments of health.

B. Enforce the use of sanitary facilities by construction personnel at the job site. Such facilities shall be enclosed. Pit-type toilets will not be permitted. No discharge will be allowed form these facilities. Collect and store sewage and waste so as not to cause a nuisance or health problem; have sewer and waste hauled off-site and properly disposed in accordance with City regulations.

C. Located toilets near the Work site and secluded from view insofar as possible. Keep toilets clean and supplied throughout the course of the Work.

3.12 PESTICIDES

A. Use and store pesticides during construction in accordance with manufacturers' guidelines and with local, state, and federal regulations. Avoid overuse of pesticides which could produce contaminated runoff. Take great care to prevent accidental spillage. Never wash pesticide containers in or near flowing streams or storm water conveyance systems.

END OF SECTION

Section 01573

FILTER FABRIC FENCE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Installation of erosion and sediment control filter fabric fences used during construction and until final development of the site. The purpose of filter fabric fences is to contain pollutants from overland flow. Filter fabric fences are not for use in channelized flow areas.

1.02 UNIT PRICES

A. No separate payment will be made for Filter Fabric Fence under this section. Include payment in unit price for related sections.

1.03 SUBMITTALS

A. Manufacturer's catalog sheets and other product data on geotextile fabric.

1.04 REFERENCES

A. ASTM D3786 - Standard Test Method for Hydraulic Bursting Strength for Knitted Goods and Nonwoven Fabrics

B. ASTM D4632 - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles

PART 2 PRODUCTS

2.01 FILTER FABRIC

A. Provide woven or nonwoven geotextile filter fabric made of either polypropylene, polyethylene, ethylene, or polyamide material.

B. Geotextile fabric shall have a grab strength of 100 psi in any principal direction (ASTM D-4632), Mullen burst strength exceeding 200 psi (ASTM D-3786), and the equivalent opening size between 50 and 140.

C. Filter fabric material shall contain ultraviolet inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0 degrees F to 120 degrees F.

D. Representative Manufacturers: Mirafi, Inc., or equal.

PART 3 EXECUTION

3.01 PREPARATION AND INSTALLATION

A. Provide erosion and sediment control systems at the locations shown on the SWPPP. Such systems shall be of the type indicated and shall be constructed in accordance with the requirements shown on the Drawings and specified in this Section.

B. No clearing and grubbing or rough cutting shall be permitted until erosion and sediment control systems are in place, other than site work specifically directed by the Resident Project Representative to allow soil testing and surveying.

C. Maintain existing erosion and sediment control systems located within the project site until acceptance of the project or until directed by the Resident Project Representative to remove and discard the existing system.

D. Regularly inspect and repair or replace damaged components of filter fabric fences as specified in this Section. Unless otherwise directed, maintain the erosion and sediment control systems until the project area stabilization is accepted by the City. Remove erosion and sediment control systems promptly when directed by the Resident Project Representative. Discard removed materials off site.

E. Remove sediment deposits and dispose of them at the designated spoil site for the project. If a project spoil site is not designated on the Drawings, dispose of sediment off site at a location not in or adjacent to a stream or floodplain. Off-site disposal is the responsibility of the Contractor. Sediment to be placed at the project site should be spread evenly throughout the site, compacted and stabilized. Sediment shall not be allowed to flush into a stream or drainage way. If sediment has been contaminated, it shall be disposed of in accordance with existing federal, state, and local rules and regulations.

F. Equipment and vehicles shall be prohibited by the Contractor from maneuvering on areas outside of dedicated rights-of-way and easements for construction. Damage caused by construction traffic to erosion and sediment control systems shall be repaired immediately.

G. Conduct all construction operations under this Contract in conformance with the erosion control practices described in Section 01572- Source Controls for Erosion and Sedimentation.

3.02 CONSTRUCTION METHODS

A. Provide filter fabric fence systems in accordance with the Drawing detail for Filter Fabric Fences. Filter fabric fences shall be installed in such a manner that surface runoff will percolate through the system in sheet flow fashion and allow sediment to be retained and accumulated.

B. Attach the filter fabric to steel posts spaced 6 to 8 feet and embedded a minimum of 18 inches. Steel posts shall have a minimum length of 4 feet. If filter fabric is factory preassembled with support netting, then maximum spacing allowable is 8 feet. Install stakes at a slight angle toward the source of anticipated runoff.

C. Trench in the toe of the filter fabric fence with a spade or mechanical trencher so that the downward face of the trench is flat and perpendicular to the direction of flow. The v-trench configuration as shown on the Drawings may also be used. Lay filter fabric along the edges of the trench. Backfill and compact trench.

D. Filter fabric fence shall have a minimum height of 18 inches and a maximum height of 36 inches above natural ground.

E. Provide the filter fabric in continuous rolls and cut to the length of the fence to minimize the use of joints. When joints are necessary, splice the fabric together only at a support post with a minimum 6-inch overlap and seal securely.

F. Inspect sediment filter barrier systems after each rainfall, daily during periods of prolonged rainfall, and at a minimum once each week. Repair or replace damaged sections immediately. Remove sediment deposits when silt reaches a depth one-third the height of the fence or 6 inches, whichever is less.

END OF SECTION

Section 01575

STABILIZED CONSTRUCTION EXIT

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Installation of erosion and sediment control for stabilized construction exits used during construction and until final development of the site.

1.02 SUBMITTALS

A. Manufacturer's catalog sheets and other product data on geotextile fabric.

B. Sieve analysis of aggregates conforming to requirements of this Specification.

1.03 UNIT PRICES

A. No separate payment will be made for work performed under this Section. Include cost of work performed under this Section in pay items for which this work is a component.

1.04 REFERENCES

A. ASTM D 4632 - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.

PART 2 P R O D U C T S

2.01 GEOTEXTILE FABRIC

A. Provide woven or nonwoven geotextile fabric made of either polypropylene, polyethylene, ethylene, or polyamide material.

B. Geotextile fabric shall have a minimum grab strength of 270 psi in any principal direction (ASTM D-4632), and the equivalent opening size between 50 and 140.

C. Both the geotextile and threads shall be resistant to chemical attack, mildew, and rot and shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable life at a temperature range of 0°F to 120°F.

D. Representative Manufacturers: Mirafi, Inc., or equal.

2.02 COARSE AGGREGATES

A. Coarse aggregate shall consist of crushed stone, gravel, crushed blast furnace slag, or a combination of these materials. Aggregate shall be composed of clean, hard, durable materials free from adherent coatings, salt, alkali, dirt, clay, loam, shale, soft or flaky materials, or organic and injurious matter.

B. Coarse aggregates shall conform to the following gradation requirements.

Sieve Size (Square Mesh)	Percent Retained (By Weight)
2-1/2"	0
2"	0 - 20
1-1/2"	15 - 50

3/4"	60 - 80
No. 4	95 - 100

PART 3 EXECUTION

3.01 PREPARATION AND INSTALLATION

A. If necessary to keep the street clean of mud carried by construction vehicles and equipment, Contractor shall provide stabilized construction roads and exits at the construction, staging, parking, storage, and disposal areas. Such erosion and sediment controls shall be constructed in accordance with the details shown on the Drawings and specified in this Section.

B. No clearing and grubbing or rough cutting shall be permitted until erosion and sediment control systems are in place, other than as specifically directed by the Resident Project Representative to allow soil testing and surveying.

C. Maintain existing erosion and sediment control systems located within the project site until acceptance of the project or until directed by the Resident Project Representative to remove and discard the existing system.

D. Regularly inspect and repair or replace components of stabilized construction exits. Unless otherwise directed, maintain the stabilized construction roads and exits until the project is accepted by the City. Remove stabilized construction roads and exits promptly when directed by the Resident Project Representative. Discard removed materials off site.

E. Equipment and vehicles shall be prohibited by the Contractor from maneuvering on areas outside of dedicated rights-of-way and easements for construction. Damage caused by construction traffic to erosion and sediment control systems shall be repaired immediately.

F. Conduct all construction operation under this Contract in conformance with the erosion control practices described in the Specification 01572 - Source Controls for Erosion and Sedimentation.

3.02 CONSTRUCTION METHODS

A. Provide stabilized construction exits, and truck washing areas when approved by Resident Project Representative, of the sizes and locations where shown on SWPPP or as specified in this Section.

B. Vehicles leaving construction areas shall have their tires cleaned to remove sediment prior to entrance onto public right-of-way. When washing is needed to remove sediment, Contractor shall construct a truck washing area. Truck washing shall be done on stabilized areas which drain into a drainage system protected by erosion and sediment control measures.

C. Details for stabilized construction exit shall be shown on the SWPPP. Construction of all other stabilized areas shall be to the same requirements. Roadway width shall be at least 14 feet for one-way traffic and 20 feet for two-way traffic and shall be sufficient for all ingress and egress. Furnish and place geotextile fabric as a permeable separator to prevent mixing of coarse aggregate with underlaying soil. Exposure of geotextile fabric to the elements between laydown and cover shall be a maximum of 14 days to minimize damage potential.

D. Roads and parking areas shall be graded to provide sufficient drainage away from stabilized areas. Use sandbags, gravel, boards, or similar methods to prevent sediment from entering public right-of-way, receiving stream or storm water conveyance system.

E. The stabilized areas shall be inspected and maintained daily. Provide periodic top dressing with additional coarse aggregates to maintain the required depth. Repair and clean out damaged control

measures used to trap sediment. All sediment spilled, dropped, washed, or tracked onto public right-of-way shall be removed immediately.

F. The length of the stabilized area shall be as shown on the SWPPP, but not less than 50 feet. The thickness shall not be less than 8 inches. The width shall not be less than the full width of all points of ingress or egress.

G. Stabilization for other areas shall have the same coarse aggregate, thickness, and width requirements as the stabilized construction exit, except where shown otherwise on the SWPPP.

H. Stabilized area may be widened or lengthened to accommodate truck washing area when authorized by Resident Project Representative.

I. Alternative methods of construction may be utilized when shown on SWPPP, or when approved by the Resident Project Representative. These methods include the following:

1. Cement-Stabilized Soil - Compacted cement-stabilized soil or other fill material in an application thickness of at least 8 inches.

2. Wood Mats/Mud Mats - Oak or other hardwood timbers placed edge-to-edge and across support wooden beams which are placed on top of existing soil in an application thickness of at least 6 inches.

3. Steel Mats - Perforated mats placed across perpendicular support members.

END OF SECTION

Section 01576

WASTE MATERIAL DISPOSAL

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Disposal of waste material and salvageable material.

1.02 UNIT PRICES

A. No separate payment will be made for waste material disposal under this Section. Include payment in unit price for related sections.

1.03 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittal Procedures.

B. Obtain and submit disposal permits for proposed disposal sites if required by local ordinances.

C. Submit a copy of written permission from property owner, along with description of property, prior to disposal of excess material adjacent to the Project. Submit a written and signed release from property owner upon completion of disposal work.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 SALVAGEABLE MATERIAL

A. Excavated Material: When indicated on Drawings, load, haul, and deposit excavated material at a location or locations shown on Drawings outside the limits of Project.

B. Other Salvageable Materials: Conform to requirements of individual Specification Sections.

3.02 EXCESS MATERIAL

A. Vegetation, rubble, broken concrete, debris, asphaltic concrete pavement, excess soil, and other materials not designated for salvage, shall become the property of Contractor and shall be removed from the job site and legally disposed of.

B. Excess soil may be deposited on private property adjacent to the Project when written permission is obtained from property owner. See Paragraph 1.03 C above.

C. Waste materials shall be removed from the site on a daily basis, such that the site is maintained in a neat and orderly condition.

END OF SECTION

Section 01578

CONTROL OF GROUND WATER AND SURFACE WATER

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Dewatering, depressurizing, draining, and maintaining trenches, shaft excavations, structural excavations, and foundation beds in a stable condition, and controlling ground water conditions for tunnel excavations.

B. Protecting work against surface runoff and rising flood waters.

C. Disposing of removed water.

1.02 METHOD OF PAYMENT

A. No separate payment will be made for control of ground water and surface water. Include the cost to control ground water and surface water in unit price for work in related sections.

1.03 REFERENCES

A. ASTM D 698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5-lb (2.49 kg) Rammer and 12-inch (304.8 mm) Drop.

B. Federal Regulations, 29 CFR Part 1926, Standards-Excavation, Occupational Safety and Health Administration (OSHA).

C. Federal Register 40 CFR (Vol. 55, No. 222) Part 122, EPA Administered Permit Programs (NPDES), Para.122.26(b)(14) Storm Water Discharge.

D. Texas Commission of Environmental Quality, TCEQ General Permit Number TX150000 Relating to Discharges from Construction Activities.

1.04 DEFINITIONS

A. Ground water control includes both dewatering and depressurization of water-bearing soil layers.

1. Dewatering includes lowering the water table and intercepting seepage which would otherwise emerge from slopes or bottoms of excavations, or into tunnels and shafts, and disposing of removed water. The intent of dewatering is to increase stability of tunnel excavations and excavated slopes; prevent dislocation of material from slopes or bottoms of excavations; reduce lateral loads on sheeting and bracing; improve excavating and hauling characteristics of excavated material; prevent failure or heaving of the bottom of excavations; and to provide suitable conditions for placement of backfill materials and construction of structures and other installations.

2. Depressurization includes reduction in piezometric pressure within strata not controlled by dewatering alone, as required to prevent failure or heaving of excavation bottom or instability of tunnel excavations.

B. Excavation drainage includes keeping excavations free of surface and seepage water.

C. Surface drainage includes use of temporary drainage ditches and dikes and installation of temporary culverts and sump pumps with discharge lines as required to protect the Work from any source of surface water.

D. Equipment and instrumentation for monitoring and control of the ground water control system includes piezometers and monitoring wells, and devices, such as flow meters, for observing and recording flow rates.

1.05 PERFORMANCE REQUIREMENTS

A. Conduct surface and subsurface investigations to identify ground water and surface water conditions and to provide parameters for design, installation, and operation of control systems.

B. Design a ground water control system, compatible with requirements of Federal Regulations 29 CFR Part 1926 and Trench Safety Systems, to produce the following results:

1. Effectively reduce the hydrostatic pressure affecting:
    a. Excavations.
    b. Tunnel excavation, face stability or seepage into tunnels.

2. Develop a substantially dry and stable subgrade for subsequent construction operations.

3. Preclude damage to adjacent properties, buildings, structures, utilities, installed facilities, and other work.

4. Prevent the loss of fines, seepage, boils, quick condition, or softening of the foundation strata.

5. Maintain stability of sides and bottom of excavations.

C. Provide ground water control systems that may include single-stage or multiple-stage well point systems, eductor and ejector-type systems, deep wells, or combinations of these equipment types.

D. Provide drainage of seepage water and surface water, as well as water from any other source entering the excavation. Excavation drainage may include placement of drainage materials, such as crushed stone and filter fabric, together with sump pumping.

E. Provide ditches, berms, pumps and other methods necessary to divert and drain surface water from excavation and other work areas.

F. Locate ground water control and drainage systems so as not to interfere with utilities, construction operations, adjacent properties, or adjacent water wells.

G. Assume sole responsibility for ground water and surface water control systems and for any loss or damage resulting from partial or complete failure of protective measures and any settlement or resultant damage caused by the control operations. Modify control systems or operations if they cause or threaten to cause damage to new construction, existing site improvements, adjacent property, or adjacent water wells, or affect potentially contaminated areas. Repair damage caused by control systems or resulting from failure of the system to protect property as required.

1.06 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittals.

B. Submit a Ground Water and Surface Water Control Plan for review by the Engineer prior to start of any field work. Submit a plan to include the following:

1. Results of subsurface investigation and description of the extent and characteristics of water bearing layers subject to ground water control.

2. Excavation drainage methods including typical drainage layers, sump pump application and other necessary means.

3. Surface water control and drainage installations.

4. Proposed methods and locations for disposing of removed water.

1.07 ENVIRONMENTAL REQUIREMENTS

A. Comply with requirements of agencies having jurisdiction.

B. Obtain permit from TCEQ under the Texas Pollutant Discharge Elimination System (TPDES), for storm water discharge from construction sites. (If Applicable)

C. Monitor ground water discharge for contamination while performing pumping in the vicinity of potentially contaminated sites.

PART 2 P R O D U C T S

2.01 EQUIPMENT AND MATERIALS

A. Equipment and materials are at the option of Contractor as necessary to achieve desired results for control of ground and surface water.

B. Eductors, well points, or deep wells, where used, must be furnished, installed and operated by an experienced contractor regularly engaged in ground water control system design, installation, and operation.

C. All equipment must be in good repair and operating order.

D. Sufficient standby equipment and materials shall be kept available to ensure continuous operation, where required.

PART 3 E X E C U T I O N

3.01 GROUND WATER CONTROL

A. Provide labor, material, equipment, techniques and methods to lower, control and manage ground water in a manner compatible with construction methods and site conditions. Monitor effectiveness of the installed system and its effect on adjacent property.

B. Install, operate, and maintain ground water control systems in accordance with the Ground Water and Surface Water Control Plan. Notify Engineer in writing of any changes made to accommodate field conditions and changes to the Work. Provide revised drawings and calculations with such notification.

C. Provide for continuous system operation, including nights, weekends, and holidays. Arrange for appropriate backup if electrical power is primary energy source for dewatering system.

D. Remove system upon completion of construction or when dewatering and control of surface or ground water is no longer required.

E. Compact backfill to not less than 95 percent of the maximum dry density in accordance with ASTM D 698.

3.02 EXCAVATION DRAINAGE

A. Contractor may use excavation drainage methods if necessary to achieve well drained conditions. The excavation drainage may consist of a layer of crushed stone and filter fabric, and sump pumping in combination with sufficient wells for ground water control to maintain stable excavation and backfill conditions.

3.03 SURFACE WATER CONTROL

A. Intercept surface water and divert it away from excavations through use of dikes, ditches, curb walls, pipes, sumps or other approved means. The requirement includes temporary works required to protect adjoining properties from surface drainage caused by construction operations.

B. Divert surface water and seepage water into sumps and pump it into drainage channels or storm drains, when approved by agencies having jurisdiction. Provide settling basins when required by such agencies.

END OF SECTION

SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Maintain at the site for the Owner one record copy of:
   1. Drawings
   2. Specifications
   3. Addenda
   4. Change Orders and other Modifications to the Contract
   5. Engineer Field Orders or written instructions
   6. Approved Shop Drawings, Product Data and Samples
   7. Approved Operation and Maintenance Data
   8. Field Test records
   9. Receipts for delivery of items to Owner

B. Delegate the responsibility for maintenance of record documents to one person on the Contractor's staff as approved in advance by the Engineer.

C. Thoroughly coordinate all changes within the record documents, making adequate and proper entries on each page of the specifications and each sheet of drawings and other documents where such entry is required to properly show the change. Accuracy of records shall be such that future search for items shown in the contract documents may reasonably rely on information obtained from the approved record documents.

D. Make all entries within 24 hours after receipt of information. One (1) set is to be maintained at the Contractor's job trailer at all times. As-builts are to be updated as a condition of each pay application

1.02 RELATED REQUIREMENTS

A. Section 01300: Submittals

B. Section 01152: Applications for Payment

D. Section 01700: Contract Closeout

1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. File documents and samples in accordance with specification format.

B. Maintain documents in a clean, dry legible condition and in good order. Do not use record documents for construction purposes.

C. Make documents and samples available at all times for inspection by Engineer and Owner.

1.04 RECORDING

A. Label each document "PROJECT RECORD" in neat large printed letters.

B. Record information concurrently with construction progress.
   1. Do not conceal any work until required information is recorded.

C. Drawings; Legible mark to record actual construction:
   1. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements..
   2. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
   3. Field changes of dimension and detail.
   4. Changes made by Field Order or by Change Order.
   5. Details not on original contract drawings.
   6. For gravity sewer lines: Elevation and alignment of line, location of cleanouts, distance between cleanouts, and location of each service line referenced by distance from main trunk line and distance from sewer centerline to end of service line.

D. Use all means necessary to maintain the job set of record documents completely protected from deterioration and from loss and damage until completion of the Work and transfer of the recorded data to the final record documents. In the event of loss of recorded data, use all means necessary to secure the data to the Engineer's approval; such means shall include, if necessary in the opinion of the Engineer, removal and replacement of concealing materials and, in such case, all replacements shall be to the standards originally specified in the contract documents.

E. Specifications and Addenda; Legibly mark each Section to record:
   1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.

G. Clearly describe all change orders by note and by graphic line, as required. Date all entries. Call attention to the entry by highlighting around the area or areas affected. In the event of overlapping changes, different colors may be used for each of the changes.

1.05 SUBMITTAL

A. At Contract close-out, deliver Record Documents to Engineer for the Owner.

B. Accompany submittal with transmittal letter in duplicate, containing:
   1. Date
   2. Project title and number
   3. Contractor's name and address
   4. Title and number of each Record Document
   5. Signature of Contractor or his authorized representative.

1.06 PAYMENT

A. Project record documents are incidental to Work for which no separate payment will be made.

B. No payment will be made to the Contractor for any portion of the work for which the project record documents including recording are not complete.

END OF SECTION - 01720

Division 2
Site Work

Section 02040

SEEDING FOR EROSION CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

A. "Seeding for Erosion Control" shall consist of preparing ground, providing for sowing of seeds, mulching with straw, hay or cellulose fiber and other management practices along and across such areas as are designated on the plans and in accordance with these specifications.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. Payment for square yard of ground cover using manufacturer recommended application rates.

2. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

PART 2 PRODUCTS

2.01 GENERAL

A. All seed must meet the requirements of the Texas Seed Law including the labeling requirements for showing pure live seed, (PLS = Purity x Germination), name and type of seed.

B. Additional materials required shall be provided as required.

2.02 SEED

A. Seed furnished shall be of the previous season's crop and the date of analysis shown on each bag shall be within nine months of the time of use on the project.

B. Each variety of seed shall be furnished and delivered in separate bags or containers.

C. A sample of each variety of seed shall be furnished for analysis and testing when directed by the Engineer.

D. Buffalo grass shall be treated with a fungicide approved the Engineer.

E. The amount of seed planted per acre shall be of the type listed in the Table below.

Common Name	Scientific Name
Green Spragletop	Leptochloa dubia
Sidoats Grama (El Reno or Premier)	Boutleoua gracilis
Blue Grama (Texas Grown)	Bouteloua gracilis

Buffalo grass (Treated)	Buchloe dactyloides
Western Wheat grass	Agropyron smithii
Blackwell Switchgrass	Panicum virgatum
Caucasian Bluestem	Andropogon caucasicus
K.R. Bluestem	Andropogon lehmanniana
Lehmann Love grass	Pennisetum ciliare
Rhodegrass	Chloris gayana
Bermuda and Giant Bermunda Grass (Hulle)	Cynodon dactylon
Sand Dropseed	Sporobolus cryptandrum
Bahiagrass (Pensacola)	Paspalum noatum
Weeping Lovegrass	Eragrotis curvula
Sand Bluestem	Andropogon hallii

PART 3 E X E C U T I O N

3.01 PLANTING SEASON

A. All Planting shall be done between the dates specified for each highway district except as specifically authorized in writing

B. The pure live seed planted per acre shall be of the type specified with the mixture, rate and planting dates as follows except as specifically shown on plans.

a. September 15 to March 1: Seeding to be with combination of 2 pounds per 1,000 square feet of un-hulled Bermuda grass (Cynoden Dactolyn) and 2 pounds per 1,000 square feet of winter rye with a purity of 95% germination.

b. March 2 to September 14: Seeding to be with hulled Bermuda grass (Cynoden Dactolyn) at a rate of 2 pounds per 1,000 square feet with a purity of 95% with 85% germination.

END OF SECTION

SECTION 02200
EARTHWORK & SITE GRADING

PART 1 - GENERAL

1.1 SCOPE

A. Perform all work required to complete the project as indicated by the Contract Documents, and furnish all supplementary items necessary for the completion of all work specified in this Section.

B. The work included in this Section shall include furnishing all labor, tools, materials and incidentals required to complete the work; excavate and fill to the lines, elevations and limits shown on the drawings for all pavements, buildings, landscaped areas, etc. as indicated below and cleaning up. The landscaped areas shall be graded to an elevation 6 inches below finished grade allowing for topsoil placement. The pavement areas shall be graded to an elevation below finished grade allowing for pavement placement. Building foundation areas shall be prepared in accordance with the geotechnical investigation and these specifications. The Contractor shall comply with all requirements of the city standards, the E.P.A. requirements and with the standards and specifications stated herein. All earthwork shall be done in accordance with the Geotechnical Investigation.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Section 02100 - Site Clearing
B. Section 02270 - Soil Erosion and Sediment Control
B. Section 02515 - Portland Cement Concrete Paving

1.3 QUALITY ASSURANCE

A. Codes and Standards

1. Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction. The contractor shall have a trench safety plan prepared by a registered professional engineer for all excavations in excess of 5 feet deep.

B. Testing and Inspection Service

1. The owner will engage a soil testing and inspection service for quality control testing during earthwork operations to inspect and test all soil materials proposed for use in all excavation and fill operations.

1.4 JOB CONDITIONS

A. Existing Utilities

1. It shall be the Contractor's responsibility to verify the location (horizontal and vertical depth) of all utilities prior to beginning earthwork operations. If utilities are to remain in place, provide protection from damage during construction operations.

2. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult owner immediately for directions as to how to proceed. Cooperate with owner, public and private utility companies in keeping services and

facilities in operation. Repair damaged utilities to satisfaction of utility owner.

3. Do not interrupt existing utilities serving facilities occupied and used by owner or adjacent properties, except when permitted in writing by property owner and then only after temporary utility services have been provided.

B. Use of Explosives

1. The use of explosives is not permitted.

C. Protection of Persons and Property

1. Barricade open excavations occurring as part of this work and post with warning lights. Provide traffic control as required by the city and as required to protect the public.

2. Protect structures, utilities, sidewalks, pavements, and other facilities from damages caused by settlement, lateral movement, undermining, washout and other hazards created by excavation operations.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. Fill Material:

1. Onsite excavated material free from trash, vegetation, rocks and lumps of earth larger than 4 inches in diameter or other objectionable material. Imported fill, if required, shall also be clean and have a liquid limit less than 50 percent.

B. Select Material:

1. Uniformly blended clayey sand to very sandy with a plasticity index between 6 and 15 and liquid limit of less than 35 percent.

PART 3 - EXECUTION

3.1 INSPECTION

A. Examine the areas and conditions under which earthwork and site grading operations are to be performed. After excavation to subgrade, proofroll with a heavy pneumatic tired roller, loaded dump truck or similar equipment weighing approximately 25 tons or greater to help compact pockets of loose soil and expose additional areas of weak, soft or wet soils in the presence of the owner's representative. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

3.2 EXCAVATION

A. The Contractor shall excavate to the lines and elevations shown on the drawings, as previously indicated herein, regardless of the type, condition, or moisture content of the material encountered. Conduct excavation operations to provide positive drainage, at contractor's expense, at all times during construction. If positive drainage cannot be maintained, contractor shall keep standing water out of all excavations with adequate

dewatering equipment.

B. All areas shall be cut accurately to the indicated grades. Care shall be taken to prevent excavation below the grades indicated and any bottoms or slopes that have been undercut shall be backfilled with approved materials and compacted to the required fill density.

C. Excavation required for rough grading shall be finished within a tolerance of 0.10 foot above or below the rough grade and in no case shall depressions be left that will not completely drain.

3.3 BUILDING SUBGRADE

A. Follow recommendations in geotechnical report and on the structural drawings.

3.4 FILLING

A. Remove all vegetation, organic materials and debris prior to placing fill.

B. Fill used below the parking and landscape areas shall be onsite soils encountered in the excavation or imported fill except grass, weeds, roots, vegetation and similar materials. The largest rock, particle or clod shall be less than 4 inches in diameter prior to compaction.

C. Care should be taken that utility cuts are not left open for extended periods and that cuts are properly backfilled. A positive cut-off of 1' thick compacted clay at the building line shall be used to help prevent water from migrating in the utility trench.

D. Before fill is placed under pavement or if subgrade is in an excavation, subgrade soils shall be scarified to a depth of 8" and recompacted between 93 and 98 percent of maximum dry density per ASTM D698 at a moisture content from +2 to +5 percent above optimum moisture content.

E. Fill below all pavement and landscaped areas shall be placed in 6 to 8 inch loose lifts and compacted to a minimum dry density of 95 percent of the standard proctor density (ASTM D698) under pavement and 90 percent elsewhere. The moisture content shall be between -1 and +3 percent above optimum.

F. Compaction shall be obtained by use of sheeps foot rollers, rubber-tired rollers, or other approved equipment capable of obtaining the required density. In the event the embankment material is too wet or too dry for adequate compaction, the contractor shall add moisture or dry the material as required to the extent necessary to obtain the required density.

3.5 PAVEMENT SUBGRADE

A. Construct subgrades for paved areas to conform to the grades, lines and cross sections shown on the drawings and per the recommendations in the geotechnical report.

B After the pavement subgrades have been shaped and compacted, bring the surface to a firm, unyielding surface by rolling the entire area with an approved vibratory roller. Compact all areas inaccessible to the roller with hand tampers weighing not less than 50 pounds, and with face area not more than 100-square-inches. Unless the material at the time of the rolling contains sufficient moisture to insure proper compaction, add water as directed before compacting. Allow the material containing excess moisture to dry to the proper consistency and moisture content before being compacted.

3.6 MOISTURE CONTROL

A. Where soil material must be moisture conditioned before compaction, uniformly apply required amount of water to surface of soil material in such manner as to prevent free water appearing on surface during, or subsequent to, compaction operations.

B. Remove and replace, or scarify and air dry soil material that is too wet to permit compaction to specified percentage of maximum density.

C. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread on surface where directed by owner's representative and permitted to dry. Assist drying by discing, harrowing or pulverizing until moisture-density relation tests fall within the herein-specified range.

3.7 FIELD QUALITY CONTROL

A. Quality Control Testing During Construction

1. Testing laboratory services shall be in accordance with section 01410.
2. Allow owner's testing service to inspect and approve subgrades and fill layers before further construction work is performed. In the building areas, there will be at least 1 density test per 2500 square feet per lift with a minimum of 3. In the pavement areas there will be at least 1 density test per 5000 square feet per lift with a minimum of 3.
3. If, in the opinion of the owner, based on testing service and inspection, the subgrade or fills which have been placed are below the specified density, the contractor shall provide additional compaction and testing at no additional expense to the owner.
4. The results of density tests which may be selected will be considered satisfactory when they are in each instance equal to or greater than the specified density, and if not more than 1 density test out of 5 has a value greater than 2% below the required density.

3.8 MAINTENANCE

A. Protection of Graded Areas

1. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
2. Repair and re-establish grades in settled, eroded, and rutted areas to the specified tolerances.

B. Reconditioning Compacted Areas

1. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, reshape, and compact to the required density prior to further construction. Use hand tamping for recompaction over underground utilities.

3.8 DISPOSAL OF EXCESS AND WASTE MATERIALS

Remove all excess excavation, trash, debris and waste materials, and legally dispose of off the owner's property, at no additional cost.

END OF SECTION

Section 02233

CLEARING AND GRUBBING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Removing surface debris and rubbish.

B. Clearing site of plant life and grass.

C. Removing trees and shrubs.

D. Removing root system of trees and shrubs.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No Separate payment will be made for work performed under this Section. Include cost of work performed under this Section in pay items for which this work is a component.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REGULATORY REQUIREMENTS

A. Conform to applicable codes for disposal of debris.

B. Coordinate clearing work with utility companies.

1.04 SUBMITTALS

A. Conform to the requirements of Section 01330 – Submittal Procedures.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 PREPARATION

A. Verify that existing plant life and features designated to remain are identified and tagged. Submit preconstruction photographs in accordance with the applicable portions of Section 01321 – Construction Photographs.

3.02 PROTECTION

A. Protect the following from damage or displacement:

1. Living trees located 3 feet or more outside of the intersection of side slopes and original ground line.

2. Plants other than trees and landscape features designated to remain.

3. Utilities designated to remain.

4. Bench marks, monuments, and existing structures designated to remain.

3.03 CLEARING

A. Remove stumps, main root ball, and root system to:

1. A depth of 24 inches below the finished subgrade elevation in the area bounded by lines two feet behind back of curbs.

2. A depth of 24 inches below the finished surface of the required cross section for other areas.

B. Clear undergrowth and deadwood without disturbing subsoil.

C. Remove vegetation from top soil scheduled for reuse.

3.04 REMOVAL

A. Remove debris, rubbish, and extracted plant material life from the site in accordance with requirements of Section 01576 - Waste Material Disposal.

END OF SECTION

SECTION 02270
SOIL EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Furnish all labor, materials, tools, equipment, and services for all soil erosion and sediment control, as indicated, in accord with provisions of Contract Documents.

B. Completely coordinate with work of all other trades.

C. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation in order to meet the United States Environmental Protection Agency requirements.

1.2 QUALITY ASSURANCE

A. Erosion Control Standards:

1. United States Environmental Protection Agency, National Pollutant Discharge Elimination System (NPDES) - Storm Water Management for Construction Activities.

2. North Central Texas Council of Governments (NCTCOG) - Storm Water Quality Best Management Practices for Construction Activities.

1.3 EROSION CONTROL PRINCIPLES:

A. Perform demolition, construction and other soil disturbances in a manner which minimizes soil erosion.

B. Retain and protect existing vegetation as much as is feasible.

C. Keep area which is exposed and free of vegetative cover to a minimum, within practical limits.

D. Protect exposed critical areas during prolonged construction or other land disturbance by temporary seeding, mulching or other suitable stabilization measures.

1.4 JOB CONDITIONS:

A. Comply with all requirements of the EPA for implementation of the storm water pollution prevention plan, under the NPDES General Permits for Storm Water Discharges from Construction Sites.

1.5 SUBMITTALS

A. Project Information:

1. Submit copy of NPDES Storm Water Permit for Construction Activities to Owner prior to construction.

PART 2 - PRODUCTS

2.1 MATERIALS:

A. Filter Fabric: Sediment control silt fabrics, AMOCO Style #2125 or approved equal.

B. Crushed stone.

C. Metal clips or ties.

D. Steel fence posts.

E. Grass Seed: annual ryegrass or Bermuda depending on the season.

F. Concrete block.

G. Wire screen.

PART 3 - EXECUTION

3.1 BEGINNING CONSTRUCTION

A. Prior to general demolition, install temporary silt fences and stabilized construction entrance as indicated on the storm water pollution prevention plan or where directed by Owner.

B. Construct erosion control devices in accordance with the storm water pollution prevention plan and as directed by the Owner during demolition and as demolition progresses.

C. Seed disturbed areas where construction activities temporarily cease at rate necessary to achieve a full stand of grass. Reseed as required until good stand of grass is achieved.

3.2 DURING CONSTRUCTION

A. Maintain temporary silt fences.

B. Inspect regularly, especially after rainstorms.

C. Repair or replace damaged or missing items.

D. Sow temporary grass cover over disturbed areas where construction activities temporarily cease for more than 21 days and as required by NPDES permit.

E. Install inlet protection as indicated by the storm water pollution prevention plan at each inlet.

F. Provide swales and dikes as necessary to direct all water towards a protected device.

G. Do not disturb existing vegetation (grass and trees) outside limits of demolition.

H. Remove sediment from behind temporary silt fences when it reaches a depth of 6 in.

3.3 COMPLETION OF CONSTRUCTION AND STABILIZATION OF THE SITE

A. Remove from site all temporary erosion control devices.

END OF SECTION

Section 02316

EXCAVATION AND BACKFILL FOR STRUCTURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Clearing and grubbing, excavation, backfilling, and compaction of backfill for structures.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No payment will be made for structural excavation and backfill under this Section. Include payment in unit price or lump sum for construction of structures.

2. No separate or additional payment will be made for clearing and grubbing, surface water control, ground water control, or for excavation drainage. Include in the unit price or lump sum construction of structures.

3. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 DEFINITIONS

A. Unsuitable Material: Unsuitable soil materials are the following:

1. Materials that are classified as ML, CL-ML, MH, PT, OH, and OL according to ASTM D 2487.

2. Materials that cannot be compacted to the required density due to either gradation, plasticity, or moisture content.

3. Materials that contain large clods, aggregates, stones greater than 4 inches in any dimension, debris, vegetation, waste or any other deleterious materials.

4. Materials that are contaminated with hydrocarbons or other chemical contaminants.

B. Suitable Material: Suitable soil materials are those meeting specification requirements. Unsuitable soils meeting specification requirements for suitable soils after treatment with lime or cement shall be considered suitable, unless otherwise indicated.

C. Select Material: Material as defined in Section 02320 - Utility Backfill Materials.

D. Backfill: Select material meeting specified quality requirements, placed and compacted under controlled conditions around structures.

E. Foundation Backfill Materials: Natural soil or manufactured aggregate meeting Class I requirements and geotextile filter fabrics as required, to control drainage and material separation. Foundation backfill material is placed and compacted as backfill where needed to provide stable support for the structure foundation base. Foundation backfill materials may include concrete fill and seal slabs.

F. Foundation Base: For foundation base material, use crushed stone aggregate with filter fabric as required, cement stabilized sand, or concrete seal slab. The foundation base provides a smooth, level working surface for the construction of the concrete foundation.

G. Foundation Subgrade: Foundation subgrade is the surface of the natural soil which has been excavated and prepared to support the foundation base or foundation backfill, where needed.

H. Ground Water Control Systems: Installations external to the excavation such as well points, eductors, or deep wells. Ground water control includes dewatering to lower the ground water, intercepting seepage which would otherwise emerge from the side or bottom of the excavation, and depressurization to prevent failure or heaving of the excavation bottom. Refer to Section 01578 - Control of Ground Water and Surface Water.

I. Surface Water Control: Diversion and drainage of surface water runoff and rain water away from the excavation. Remove rain water and surface water which accidentally enters the excavation as a part of excavation drainage.

J. Excavation Drainage: Removal of surface and seepage water in the excavation by sump pumping and using French drains surrounding the foundation to intercept the water.

K. Over-Excavation and Backfill: Excavation of subgrade soils with unsatisfactory bearing capacity or composed of otherwise unsuitable materials below the foundation as shown on Drawings, and backfilled with foundation backfill material.

L. Shoring System: A structure that supports the sides of an excavation to maintain stable soil conditions and prevent cave-ins.

1.04 REFERENCES

A. ASTM D 558 - Test Methods for Moisture-Density Relations of Soil Cement Mixtures.

B. ASTM D 698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, using 5.5-lb (2.49-kg) Rammer and 12-in. (304.88-mm) Drop.

C. ASTM D 1556 - Density of Soil in Place by the Sand-Cone Method.

D. ASTM D 2487 - Classification of Soils for Engineering Purposes.

E. ASTM D 2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

F. ASTM D 3017 - Test Method for Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depths).

G. ASTM D 4318 - Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

H. TxDOT Tex-101-E - Preparation of Soil and Flexible Base Materials for Testing.

I. TxDOT Tex-110-E - Determination of Particle Size Analysis of Soils.

J. Federal Regulations, 29 CFR, Part 1926, Standards - Excavation, Occupational Safety and Health Administration (OSHA).

1.05 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.

B. Submit a work plan for excavation and backfill for each structure with complete written description which identifies details of the proposed method of construction and the sequence of operations for construction relative to excavation and backfill activities. The descriptions, with supporting illustrations, shall be sufficiently detailed to demonstrate to the Engineer that the procedures meet the requirements of the Specifications and Drawings.

C. Submit excavation safety system plan.

1. The excavation safety system plan shall be in accordance with applicable OSHA requirements for all excavations.

2. The excavation safety system plan shall be in accordance with the requirements of Section 01561 - Trench Safety System, for all excavations that fall under State and Federal trench safety laws.

D. Submit a ground and surface water control plan in accordance with requirements in this Section and Section 01578 - Control of Ground Water and Surface Water.

E. Submit backfill material sources and product quality information in accordance with requirements of Section 02320 - Utility Backfill Materials.

F. Submit project record documents under provisions of Section 01785 - Project Record Documents. Record location of utilities, as installed, referenced to survey benchmarks. Include location of utilities encountered or rerouted. Give horizontal dimensions, elevations, inverts and gradients.

1.06 TESTS

A. Testing and analysis of backfill materials for soil classification and compaction during construction will be performed by an independent laboratory in accordance with requirements of Section 01454 - Testing Laboratory Services and as specified in this Section.

B. Contractor shall perform embedment and backfill material source qualification testing in accordance with requirements of Section 02320- Utility Backfill Materials.

PART 2 P R O D U C T S

2.01 EQUIPMENT

A. Perform excavation with equipment suitable for achieving the requirements of this Specification.

B. Use equipment which will produce the degree of compaction specified. Backfill within 3 feet of walls shall be compacted with hand operated equipment. Do not use equipment weighing more than 10,000 pounds closer to walls than a horizontal distance equal to the depth of the fill at that time. Use hand operated power compaction equipment where use of heavier equipment is impractical or restricted due to weight limitations.

2.02 MATERIAL CLASSIFICATIONS

A. Backfill materials shall conform to the classifications and product descriptions of Section 02320 - Utility Backfill Materials. The classification or product description for backfill applications shall be as shown on the Drawings and as specified.

PART 3 E X E C U T I O N

3.01 PREPARATION

A. Conduct an inspection to determine condition of existing structures and other permanent installations.

B. Set up necessary street detours and barricades in preparation for excavation if construction will affect traffic. Conform to requirements of Section 01555 - Traffic Control and Regulation. Maintain barricades and warning devices at all times for streets and intersections where work is in progress, or where affected by the Work, and is considered hazardous to traffic movements.

C. Perform work in accordance with OSHA standards. Employ an excavation safety system as specified in Section 01561 - Trench Safety Systems.

D. Project sites, rights-of-way and easements shall be made ready for construction operations in accordance with Section 02233 – Clearing and Grubbing.

E. Remove existing pavements and structures, including sidewalks and driveways, in accordance with requirements of Section 02221 - Removing Existing Pavements and Structures.

F. Install and operate necessary dewatering and surface water control measures in accordance with requirements of Section 01578 - Control of Ground Water and Surface Water.

3.02 PROTECTION

A. Protect trees, shrubs, lawns, existing structures, and other permanent objects outside of grading limits and within the grading limits as designated on the Drawings, and in accordance with requirements of Section 01562 - Tree and Plant Protection.

B. Protect and support above-grade and below-grade utilities which are to remain.

C. Restore damaged permanent facilities to pre-construction conditions unless replacement or abandonment of facilities are indicated on the Drawings.

D. Prevent erosion of excavations and backfill. Do not allow water to pond in excavations.

E. Maintain excavation and backfill areas until start of subsequent work. Repair and recompact slides, washouts, settlements, or areas with loss of density at no additional cost to the Owner.

3.03 EXCAVATION

A. Perform excavation work so that the underground structure can be installed to depths and alignments shown on Drawings. Use caution during excavation work to avoid disturbing surrounding ground and existing facilities and improvements. Keep excavation to the absolute minimum necessary. No additional payment will be made for excess excavation.

B. The use of explosives or headache balls is prohibited.

C. Upon discovery of unknown utilities, badly deteriorated utilities not designated for removal, or concealed conditions, discontinue work at that location. Notify Resident Project Representative and obtain instructions before proceeding in such areas.

D. Immediately notify the agency or company owning any line which is damaged, broken or disturbed. Obtain approval from Resident Project Representative and agency for any repairs or relocations, either temporary or permanent.

E. Avoid settlement of surrounding soil due to equipment operations, excavation procedures, vibration, dewatering, or other construction methods.

F. Provide surface drainage during construction to protect work and to avoid nuisance to adjoining property. Where required, provide proper dewatering and piezometric pressure control during construction.

G. Maintain permanent benchmarks, monumentation, and other reference points. Unless otherwise directed by the Engineer, replace those which are damaged or destroyed by the Work.

H. Provide sheeting, shoring, and bracing where required to safely complete the Work, to prevent excavation from extending beyond limits indicated on Drawings, and to protect the Work and adjacent structures or improvements. Sheeting, shoring, and bracing used to protect workmen and the public shall conform to requirements of Section 01561 - Trench Safety Systems.

I. Prevent voids from forming outside of sheeting. Immediately fill voids with grout, concrete fill, cement stabilized sand, or other material approved by Resident Project Representative.

J. After completion of the structure, remove sheeting, shoring, and bracing unless shown on Drawings to remain in place or directed by Engineer in writing that such temporary structures may remain. Remove sheeting, shoring and bracing in such a manner as to maintain safety during backfilling operations and to prevent damage to the Work and adjacent structures or improvements.

K. Immediately fill and compact voids left or caused by removal of sheeting with cement stabilized sand or material approved by Resident Project Representative.

3.04 HANDLING EXCAVATED MATERIALS

A. Classify excavated materials. Place material which is suitable for use as backfill in orderly piles at a sufficient distance from excavation to prevent slides or cave-ins.

3.05 DEWATERING

A. Provide ground water control per Section 01578 - Control of Ground Water and Surface Water.

B. Keep ground water surface elevation a minimum of 2 feet below the bottom of the foundation base.

C. Maintain ground water control as directed by Section 01578 - Control of Ground Water and Surface Water and until the structure is sufficiently complete to provide the required weight to resist hydrostatic uplift with a minimum safety factor of 1.2.

3.06 FOUNDATION EXCAVATION

A. Notify Resident Project Representative at least 48 hours prior to planned completion of foundation excavations. Do not place the foundation base until the excavation is accepted by the Resident Project Representative.

B. Excavate to elevations shown on Drawings, as needed to provide space for the foundation base, forming a level undisturbed surface, free of mud or soft material. Remove pockets of soft or otherwise unstable soils and replace with foundation backfill material or a material as directed by the Resident Project Representative. Prior to placing material over it, recompact the subgrade where indicated on the Drawings, scarifying as needed, to 95 percent of the maximum Standard Dry Density according to ASTM D 698. If the specified level of compaction cannot be achieved, moisture condition the subgrade and recompact until 95 percent is achieved, over-excavate to provide a minimum layer of 24 inches of foundation backfill material, or other means acceptable to the Resident Project Representative.

C. Fill unauthorized excessive excavation with foundation backfill material or other material as directed by the Resident Project Representative.

D. Protect open excavations from rainfall, runoff, freezing groundwater, or excessive drying so as to maintain foundation subgrade in a satisfactory, undisturbed condition. Keep excavations free of standing water and completely free of water during concrete placement.

E. Soils which become unsuitable due to inadequate dewatering or other causes, after initial excavation to the required subgrade, shall be removed and replaced with foundation backfill material, as directed by Resident Project Representative, at no additional cost to the Owner.

F. Place foundation base, or foundation backfill material where needed, over the subgrade on same day that excavation is completed to final grade. Where base of excavations are left open for longer periods, protect them with a seal slab or cement-stabilized sand.

G. Crushed aggregate, and other free draining Class I materials, shall have a filter fabric as specified in Section 02621 - Geotextile, separating it from native soils or select material backfill. The fabric shall overlap a minimum of 12 inches beyond where another material stops contact with the soil.

H. Crushed aggregate, and other Class I materials, shall be placed in uniform layers of 8-inch maximum thickness. Compaction shall be by means of at least two passes of a vibratory compactor.

3.07 FOUNDATION BASE

A. After the subgrade is properly prepared, including the placement of foundation backfill where needed, the foundation base shall be placed. The foundation base shall consist of a 12-inch layer of crushed stone aggregate or cement stabilized sand. Alternately, a seal slab with a minimum thickness of 4 inches may be placed. The foundation base shall extend a minimum of 12 inches beyond the edge of the structure foundation, unless shown otherwise on the Drawings.

B. Where the foundation base and foundation backfill are of the same material, both may be placed in one operation.

3.08 BACKFILL

A. Complete backfill to surface of natural ground or to lines and grades shown on Drawings. Use existing material that qualifies as select material, unless indicated otherwise. Deposit backfill in uniform layers and compact each layer as specified.

B. Do not place backfill against concrete walls or similar structures until laboratory test breaks indicate that the concrete has reached a minimum of 85 percent of the specified compressive strength. Where walls are supported by slabs or intermediate walls, do not begin backfill operations until the slab or intermediate walls have been placed and concrete has attained sufficient strength.

C. Remove concrete forms before starting backfill and remove shoring and bracing as work progresses.

D. Maintain fill material at no less than 2 percent below nor more than 2 percent above optimum moisture content. Place fill material in uniform 8-inch maximum loose layers. Compaction of fill shall be to at least 95 percent of the maximum Standard Dry Density according to ASTM D 698 under paved areas. Compact to at least 90 percent around structures under unpaved areas.

E. Where backfill is placed against a sloped excavation surface, run compaction equipment across the boundary of the cut slope and backfill to form a compacted slope surface for placement of the next layer of backfill.

F. Place backfill using cement stabilized sand in accordance with Section 02321 - Cement Stabilized Sand.

3.09 FIELD QUALITY CONTROL

A. Testing will be performed under provisions of Section 01454 - Testing Laboratory Services.

B. Tests will be performed initially on minimum of one different sample of each material type for plasticity characteristics, in accordance with ASTM D 4318, and for gradation characteristics, in accordance with Tex-101-E and Tex-110-E. Additional classification tests will be performed whenever there is a noticeable change in material gradation or plasticity.

C. In-place density tests of compacted subgrade and backfill will be performed according to ASTM D 1556, or ASTM D 2922 and ASTM D 3017, and at the following frequencies and conditions:

1. A minimum of one test for every 100 cubic yards of compacted backfill material.

2. A minimum of three density tests for each full work shift.

3. Density tests will be performed in all placement areas.

4. The number of tests will be increased if inspection determines that soil types or moisture contents are not uniform or if compacting effort is variable and not considered sufficient to attain uniform density.

D. At least one test for moisture-density relationships will be initially performed for each type of backfill material in accordance with ASTM D 698. Additional moisture-density relationship tests will be performed whenever there is a noticeable change in material gradation or plasticity.

E. If tests indicate work does not meet specified compaction requirements, recondition, recompact, and retest at Contractor's expense.

3.10 DISPOSAL OF EXCESS MATERIAL

A. Dispose of excess materials in accordance with requirements of Section 01576 - Waste Material Disposal.

END OF SECTION

Section 02330

EMBANKMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Construction of embankments with excess excavated material and borrow.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for material embankment under this section. Include payment in unit price for excavation or borrow.

B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. ASTM D 698 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft^3 (600 kN-m/m^3)).

B. ASTM D 2922 – Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

C. ASTM D 3017 – Standard Test Method for Water content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

PART 2 PRODUCTS

2.01 MATERIALS

A. Refer to Section 02315 – Roadway Excavation for acceptable excess materials from roadway excavation.

B. Refer to Section 02317 – Excavation and Backfill For Utilities for acceptable excess materials from utility excavation and trenching.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify borrow and excess excavated materials to be reused are approved.

B. Verify removals and clearing and grubbing operations have been completed.

3.02 PREPARATION

A. Backfill tests pits, stump holes, small swales and other surface irregularities. Backfill and compact in designated lift depths to requirements for embankment compaction.

B. Record location and plug and fill inactive water and oil wells. Conform to Texas State Health Department, Texas Commission on Environmental Quality and Texas Railroad Commission requirements. Notify Project Manager prior to plugging wells.

C. Excavate and dispose of unsuitable soil and other unsuitable materials which will not consolidate. Backfill and compact to requirements for embankment. Unsuitable soil is defined in Section 02316 – Excavation and Backfill for Structures and Section 02320 – Utility Backfill Materials.

D. Backfill new utilities below future grade. Conform to requirements of each respective section.

3.03 PROTECTION

A. Protect trees, shrubs, lawns, existing structures, and other features outside of embankment limits.

B. Protect utilities above and below grade, which are to remain.

C. Conform to protection requirements of Section 02315 – Roadway Excavation.

3.04 PLACING EMBANKMENT

A. Do not conduct placement operations during inclement weather or when existing ground or fill materials exceed 3 percent of optimum moisture content. Contractor may manipulate wet material to facilitate drying, by disking or windrowing.

B. Do not place embankment fill until density and moisture content of previously placed material comply with the specified requirements.

C. Scarify areas to be filled to minimum depth of 4 inches to bond existing and new materials. Mix with first fill layer.

D. Spread fill material evenly, from dumped piles or windrows, into horizontal layers approximately parallel to finished grade. Place to meet specified compacted thickness. Break clods and lumps and mix materials by blading, harrowing, disking or other approved method. Extend each layer across full width of fill.

E. Each layer shall be homogenous and contain uniform moisture content before compaction. Mix dissimilar abutting materials to prevent abrupt changes in composition of fill.

F. Layers shall not exceed the following compacted thickness:

1. Areas indicated to be under future paving or shoulders, to be constructed within 6 months: 6 inches when compacted with pneumatic rollers, or 8 inches when compacted with other rollers.

2. Other areas: 12 inches

G. For steep slopes, cut benches into slope and scarify before placing fill. Place increasingly wider horizontal layers of specified depth to level of each bench.

H. Build embankment layers on back slopes, adjacent to existing roadbeds, to level of old roadbed. Scarify top of old roadbed to minimum depth of 4 inches and recompact with next fill layer.

I. Construct to lines and grades shown on Drawings.

J. Remove unsuitable material and excess soil not being used for embankment from site in accordance with requirements of Section 01576 – Waste Material Disposal.

K. Maintain moisture content of embankment materials to attain required density.

L. Compact to following minimum densities at moisture content of optimum to 3 percent above optimum as determined by ASTM D 698, unless otherwise indicated on Drawings:

1. Areas under future paving and shoulders: Minimum density of 95 percent of maximum dry density.

2. Other areas: Minimum density of 90 percent of maximum dry density.

3.05 TOLERANCES

A. Top of Compacted Surface: Plus or minus 1/2 inch in cross section or 16 foot length.

3.06 FIELD QUALITY CONTROL

A. Compaction testing will be performed in accordance with ASTM D 698 or ASTM D 2922 and ASTM D 3017 under provisions of Section 01454 - Testing Laboratory Services.

B. A minimum of three tests will be taken for each 1000 linear feet per lane of roadway or 500 square yards of embankment per lift.

C. If tests indicate work does not meet specified compaction requirements, recondition, recompact, and retest at no additional cost to the Owner.

END OF SECTION

SECTION 02580
PAVEMENT MARKING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Pavement striping and handicap symbols.
2. Primer adhesive.

1.2 SUBMITTALS

A. Product Data: Submit manufacturer's product literature and installations instructions including guidelines and templates as required.

B. Samples: Submit test samples when requested.

1.3 QUALITY ASSURANCE

A. Regulatory Requirements: Handicap parking space marking shall comply with state of Texas and city requirements.

1.4 PROJECT CONDITIONS

A. Apply marking when surfaces are thoroughly dry and when air temperature is above 40 degrees F.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturers:

1. Sherwin-Williams.
2. Pratt & Lambert.

2.2 MATERIALS

A. Latex Paint:

1. Colors: White, yellow, red, and blue as required.

2. Acceptable products - Sherwin-Williams:
   a. White or Yellow: Set Fast Latex Traffic Marking Paint or Acrylic Water Borne Traffic Marking Paint.
   b. Red or Blue: Metalatex Semi-Gloss Coatings.

3. Acceptable Products - Devoe:
   a. White or Yellow: #416XX Traffic-Line Water Based Traffic Marking Paint.
   b. Red or Blue: #83XX Mirrolac W.B.

B. Paint Primer: As recommended by paint manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Ensure new concrete and asphaltic concrete paving has cured for 30 days minimum prior to application of pavement marking.

3.2 PREPARATION

A. Clean surface of scale, dirt, mud, sand gravel, oil, grease and other foreign material.

B. On portland cement concrete, apply primer for striping as recommended by paint manufacturer to act as barrier coat with curing compound.

C. Layout lines and symbols in advance of making application. Space control points at intervals to ensure accurate location of markings.

3.3 PAINT STRIPING APPLICATION

A. Lay out markings using guide line, templates and forms as required. Use white or yellow, match existing paint to distinguish parking spaces. Use red paint for fire lanes.

B. Apply 4" wide stripes at manufacturer's recommended rate.

C. Stencil "FIRE LANE - NO PARKING" in 4" high white block letters on red background 6" high and of appropriate length for lettering background at intervals not closer than 25 ft. and not farther apart than 50 ft. on curbs and pavement throughout length of fire lane.

E. Place suitable warning signs near work site to alert approaching traffic from all directions to prevent damage to newly painted surfaces.

3.4 PROTECTION

A. Protect pavement markings in accordance with manufacturer's instructions.

END OF SECTION

Section 02741

ASPHALTIC CONCRETE PAVEMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Surface courses of compacted mixture of coarse and fine aggregates and asphaltic material.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. Payment for asphaltic concrete pavement is on square yard basis. Separate pay items reused for each different required thickness of pavement.

2. Payment for asphaltic concrete pavement includes payment for associated work performed in accordance with Section 02743 - Tack Coat.

3. Payment for asphaltic concrete in miscellaneous areas is on a square yard basis. Miscellaneous areas include tie-in to existing driveways.

4. No separate payment will be made under this section for asphaltic concrete provided for Section 02951-Pavement Replacement for Utility Construction

5. Refer to Section 01270 - Measurement and Payment for unit price procedures.

6. Refer to Paragraph 3.08 for unit price adjustments.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. ASTM C 33 - Standard Specification for Concrete Aggregates.

B. ASTM C 131 - Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.

C. ASTM C 136 - Standard Method for Sieve Analysis of Fine and Coarse Aggregates.

D. TxDOT Tex-126-E - Molding, Testing, and Evaluation of Bituminous Black Base Material.

E. TxDOT Tex-106-E - Method of Calculating the Plasticity Index of Soils.

F. TxDOT Tex-203-F - Sand Equivalent Test.

G. TxDOT Tex-204-F - Design of Bituminous Mixtures.

H. TxDOT Tex-207-F - Determination of Density of Compacted Bituminous Mixtures.

I. TxDOT Tex-208-F - Test for Stabilometer Value of Bituminous Mixtures.

J. TxDOT Tex-217-F - Determination of Deleterious Material and Decantation Test for Coarse Aggregates.

K. TxDOT Tex-227-F - Theoretical Maximum Specific Gravity of Bituminous Mixtures

1.04 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittal Procedures.

B. Submit certificates that asphaltic materials and aggregates meet requirements of Article 2.01, Materials, of this Section.

C. Submit proposed design mix and test data for each type and strength of surface course in Work.

D. Submit manufacturer's description and characteristics of mixing plant for approval.

D. Submit manufacturer's description and characteristics of spreading and finishing machine for approval.

PART 2 P R O D U C T S

2.01 MATERIALS

A. Coarse Aggregate: Gravel or crushed stone, or combination thereof, that is retained on No. 10 sieve, uniform in quality throughout and free from dirt, organic or other injurious matter occurring either free or as coating on aggregate. Aggregate shall conform to ASTM C 33 except for gradation. Furnish rock or gravel with Los Angeles abrasion loss not to exceed 40 percent by weight when tested in accordance with ASTM C 131.

B. Fine Aggregate: Sand or stone screenings or combination of both passing No. 10 sieve. Aggregate shall conform to ASTM C 33 except for gradation. Use sand composed of sound, durable stone particles free from loams or other injurious foreign matter. Furnish screenings of same or similar material as specified for coarse aggregate. Plasticity index of that part of fine aggregate passing No. 40 sieve shall be not more than 6 when tested by Tex-106-E. Sand equivalent shall have a minimum value of 45 when tested by Tex-203-F.

C. Composite Aggregate: Conform to following limits when graded in accordance with ASTM C 136.

GRADUATION OF COMPOSITE AGGREGATE	
Sieve Size	**Percent Passing**
1/2"	100
3/8"	85 to 100
#4	50 to 70
#10	32 to 42
#40	11 to 26
#80	4 to 14
#200	1 to 6*

*2 to 8 when Test Method Tex – 200 - F, Part II (Washed Sieve Analysis) is used

D. Asphaltic Material: Moisture-free homogeneous material which will not foam when heated to 347 degrees F, meeting following requirements:

VISCOSITY GRADE				
	AC-10		AC-20	
TEST	Min.	Max.	Min.	Max.
Viscosity, 140° F stokes	1000	± 200	2000	± 400
Viscosity, 275° F stokes	1.9	-	2.5	-
Penetration, 77° F, 100g, 5 sec.	85	-	55	-
Flash Point, C.O.C., F.	450	-	450	-
Solubility in trichloroethylene, percent	99.0	-	99.0	-
Tests on residues from thin film oven tests:				
Viscosity, 140° F stokes		3000	-	6000
Ductility, 77° F, 5 cms per min., cms	100	-	70	-
Spot tests	Negative for all grades			

1. Material shall not be cracked.

2.02 EQUIPMENT

A. Mixing Plant: Weight-batching or drum mix plant with capacity for producing Continuously mixtures meeting specifications. Plant shall have satisfactory conveyors, power units, aggregate handling equipment, hot aggregate screens and bins, and dust collectors. Provide equipment to supply materials adequately in accordance with rated capacity of plant and produce finished material within specified tolerances. Following equipment is essential:

1. Cold aggregate bins and proportioning device.
2. Dryer.
3. Screens.
4. Aggregate weight box and batching scales.
5. Mixer.
6. Asphalt storage and heating devices.
7. Asphalt measuring devices.
8. Truck scales.

B. Bins: Separate aggregate into minimum of four bins to produce consistently uniform grading and asphalt content in completed mix.

2.03 MIXES

A. Employ a certified testing laboratory to prepare design mixes. Test in accordance with Tex-126-E or Tex-204-F and Tex-208-F.

B. Density and Stability Requirements:

Percent Density Min.	Max.	Percent Optimum	HVEEM Stability Percent Not Less Than
94.5	97.5	96	35

C. Proportions for Asphaltic Material: Provide 4 to 8 percent of mixture by weight. Aggregate by weight shall not contain more than 1.0 percent by weight of fine dust, clay-like particles, or silt when tested in accordance with Tex-217-F, Part II.

PART 3 E X E C U T I O N

3.01 EXAMINATION

A. Verify compacted base course is ready to support imposed loads.

B. Verify lines and grades are correct.

3.02 PREPARATION

A. Prime Coat: If indicated on the Drawings, apply a prime coat conforming to requirements of Section 02742 - Prime Coat. Do not apply a tack coat until primed base has cured to satisfaction of Resident Project Representative.

B. Tack Coat: Conform to requirements of Section 02743 - Tack Coat.

C. Prepare subgrade in advance of asphaltic concrete paving operation.

D. Do not use cutback asphalt during the period of April 16 to September 15.

3.03 PLACEMENT

A. Do not place asphaltic mixture when air temperature is below 50 degrees F and falling. Mixture may be placed when air temperature taken in shade and away from artificial heat is above 40 degrees F and rising.

B. Haul prepared and heated asphaltic concrete mixture to the project in tight vehicles previously cleaned of foreign material. Mixture shall be at temperature between 250 degrees F and 325 degrees F when laid.

C. Spread material into place with approved mechanical spreading and finishing machine of screening or tamping type.

D. Surface Course Material: Surface course 2 inches or less in thickness may be spread in one lift. Spread lifts in such manner that, when compacted, finished course will be smooth, of uniform density, and will be to section, line and grade as shown. Place construction joints on surface courses to coincide with lane lines or as directed by Resident Project Representative.

E. Place courses as nearly continuously as possible. Pass roller over unprotected ends of

Freshly laid mixture only when mixture has cooled. When work is resumed, cut back laid material to produce slightly beveled edge for full thickness of course. Remove old material which has been cut away and lay new mix against fresh cut.

F. When new asphalt is laid against existing or old asphalt, existing or old asphalt shall be saw cut full depth to provide straight smooth joint.

G. In restricted areas where use of paver is impractical, spread and finish asphalt by Mechanical compactor. Use wood or steel forms, rigidly supported to assure correct grade and cross section. Carefully place materials to avoid segregation of mix. Do not broadcast material. Remove any lumps that do not break down readily. Place asphalt courses in same sequence as if placed by machine.

3.04 COMPACTION

A. Begin rolling while pavement is still hot and as soon as it will bear roller without undue displacement or hair cracking. Keep wheels properly moistened with water to prevent adhesion of surface mixture. Do not use excessive water.

B. Compress surface thoroughly and uniformly, first with power-driven, 3-wheel, or tandem rollers weighing from 8 to 10 tons. Obtain subsequent compression by starting at side and rolling longitudinally toward center of pavement, overlapping on successive trips by at least one-half width of rear wheels. Make alternate trips slightly different in length. Continue rolling until no further compression can be obtained and rolling marks are eliminated. Complete rolling before mixture temperature drops below 175 degrees F.

C. Use tandem roller for final rolling. Double coverage with approved pneumatic roller on asphaltic concrete surface is acceptable after flat wheel and tandem rolling has been completed.

D. Along walls, curbs, headers and similar structures, and in locations not accessible to rollers, compact mixture thoroughly with lightly oiled tamps.

E. Compact binder course and surface course to density not less than 94 percent nor more than 98 percent of the maximum possible density of voidless mixture composed of same materials in like proportions.

3.05 TOLERANCES

A. Furnish templates for checking surface in finished sections. Maximum deflection of templates, when supported at center, shall not exceed 1/8 inch.

B. Completed surface, when tested with 10-foot straightedge laid parallel to center line of pavement, shall show no deviation in excess of 1/8 inch in 10 feet. Correct any surface not meeting this requirement.

3.06 FIELD QUALITY CONTROL

A. Testing will be performed under provisions of Section 01454 - Testing Laboratory Services.

B. Minimum of one core will be taken at random locations per 1000 feet per lane of roadway or 500 square yards of base to determine in-place depth and density.

C. In-place density will be determined in accordance with Tex-207-F and Tex-227-F from cores or sections. Other methods of determining in-place density, which correlate satisfactorily with results obtained from roadway specimens, may be used when approved by Engineer.

D. Contractor may, at his own expense, request three additional cores in vicinity of cores indicating nonconforming in-place depths. In-place depth at these locations shall be average depth of four cores.

E. Fill cores and density test sections with new compacted asphaltic concrete.

3.07 NONCONFORMING PAVEMENT

A. Remove and replace any non – conforming pavement.

B. Remove and replace areas of asphalt found deficient in thickness by more than 10 percent. Use new asphaltic base of thickness shown on Drawings.

C. Replace nonconforming pavement sections.

3.08 UNIT PRICE ADJUSTMENT

A. Unit price adjustments shall be made for in-place depth determined by cores as follows:

1. Adjusted Unit Price shall be ratio of average thickness as determined by cores to thickness bid upon, times unit price bid.

2. Adjustment shall apply to lower limit of 90 percent and upper limit of 105 percent of unit price.

3. Average depth below 90 percent may be rejected by Engineer.

3.09 PROTECTION

A. Do not open pavement to traffic until 12 hours after completion of rolling, or as shown on Drawings.

B. Maintain asphaltic concrete pavement in good condition until completion of Work.

C. Repair defects immediately by replacing asphaltic concrete pavement to full depth.

END OF SECTION

Section 02742

PRIME COAT

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Prime coat for asphaltic concrete paving

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for prime coat under this Section. Include payment in unit price for material being primed.

2. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittal Procedures.

B. Submit product data for proposed prime coat.

C. Submit report of recent calibration of distributor.

PART 2 P R O D U C T S

A. Cutback Asphalt

B. Provide moisture-free homogeneous material which will not foam when heated to 347 degrees F and which meets following requirements:

C. Asphalt material for prime coat shall be MC-30 or MC-70 and shall meet following requirements:

PROPERTIES	TYPE - GRADE			
	MC-30		MC-70	
	MIN.	MAX.	MIN.	MAX.
Water, Percent	---	0.2	---	0.2
Flash Point, T.O.C., °F	100	---	100	---
Kinematic Viscosity at 140°F, cst	30	60	70	140

2. Distillate shall be as follows, expressed as percent by volume of total distillate to 680 degrees F:

TEMPERATURE	TYPE-GRADE			
	MC-30		MC-70	
	MIN.	MAX.	MIN.	MAX.
to 437°F	---	25	---	20
to 500°F	40	70	20	60
to 600°F	75	93	65	90
Residue from 680°F Distillation, Volume, Percent	50	---	55	---

3. Tests on Distillation Residue:

TEST	TYPE-GRADE			
	MC-30		MC-70	
	MIN.	MAX.	MIN.	MAX.
Penetration at 77°F, 100g, 5 sec., cm	120	250	120	250
Ductility at 77°F, 5 cm/min., cm	100*	---	100*	---
Solubility in Trichloroethylene, %	99	---	99	---
Spot Test	All Negative			

*If penetration of residue is more than 200 and ductility at 77 degrees F is less than 100 cm, material will be acceptable if its ductility at 60 degrees F is more than 100 cm.

2.02 EMULSIFIED PETROLEUM RESIN

A. EPR-1 Prime: Slow curing emulsion of petroleum resin and asphalt cement conforming to the following requirements:

PROPERTIES	MIN.	MAX.
Fural Viscosity at 77°F, Sec	14	40
Residue by Evaporation, % by Weight	60	-
Sieve Test, %	-	0.1
Particle Charge Test	Positive	
Tests on the Distillation Residue:		
Flash Point, COC (F)	400	-
Kinematic Viscosity @ 140 F (cst)	190	350

B. For use, EPR-1 may be diluted with water up to a maximum three parts water to one part EPR-1 in order to achieve desired concentration of residual resin/asphalt to facilitate application.

PART 3 E X E C U T I O N

3.01 EXAMINATION

A. Verify base is ready to support imposed loads.

B. Verify lines and grades are correct.

3.02 PREPARATION

A. Thoroughly clean base course surface of loose material by brooming prior to application of prime coat.

B. Prepare sufficient base in advance of paving for efficient operations.

3.03 APPLICATION, BASIC

A. Apply prime coat with approved type of self-propelled pressure distributor. Distribute prime coat evenly and smoothly under pressure necessary for proper distribution.

B. Keep storage tanks, piping, retorts, booster tanks, and distributors used in handling asphaltic materials clean and in good operating condition. Conduct operations so that asphaltic material does not become contaminated.

C. If yield of asphaltic material appears to be in error, recalibrate distributor prior to continuing work.

D. Maintain the surface until Work is accepted by Owner.

3.04 APPLICATION, CUTBACK ASPHALT

A. Do not place prime coat when air temperature is below 60 degrees F and falling. Materials may be placed when air temperature taken in shade and away from artificial heat is above 50 degrees F and rising.

B. Distribute at rate of 0.25 to 0.35 gallons per square yard.

C. Equipment shall be capable of reporting temperature of asphaltic material in heating equipment and in distributor, for determining rate of application, and for obtaining uniformity at junction of two distributor loads. Maintain in accurate working order, including recording thermometer at storage heating unit at all times.

D. Temperature of application shall be based on temperature-viscosity relationship that will permit application of asphalt with viscosity of 100 to 125 centistokes. Maintain asphalt within 15 degrees F of temperature required to meet viscosity. Selected temperature shall be within following range.

Prime Coat Type	Minimum (°F)	Maximum (°F)
MC-30	70	150
MC-70	125	175

E. Do not allow temperature of MC-30 to exceed 175 degrees F at any time.

F. Do not allow temperature of MC-70 to exceed 200 degrees F at any time.

3.05 APPLICATION, EMULSIFIED PETROLEUM RESIN

A. Do not place prime coat when air temperature is below 36 degrees F and falling.

B. Distribute at rate of 0.15 to 0.25 gallons per square yard.

3.06 PROTECTION

A. Prevent traffic or placement of subsequent courses over freshly applied prime coat until authorized by Resident Project Representative.

END OF SECTION

Section 02743

TACK COAT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Tack coat for asphaltic concrete paving.p

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for tack coat under this Section. Include payment in unit price for asphaltic pavements.

2. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. ASTM D 244 - Standard Test Methods for Emulsified Asphalts.

1.04 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittal Procedures.

B. Submit product data for proposed tack coat.

C. Submit report of recent calibration of distributor.

PART 2 PRODUCTS

2.01 CUTBACK ASPHALT

A. Provide moisture-free homogeneous material which will not foam when heated to 347 degrees F and which meets following requirements:

1. Asphalt material for tack coat: RC-250 and meet following:

PROPERTIES	RC – 250	
	MIN.	MAX.
Water, Percent	---	0.2
Flash Point, T.O.C.,°F	80	---
Kinematic Viscosity at 140°F, cst	250	400

2. Distillate: Expressed as percent by volume of total distillate to 680 F:

TEMPERATURE	RC – 250	
	MIN.	MAX.
to 437°F	40	75
to 500°F	65	90
to 600°F	85	---
Residue from 680°F Distillation, Volume, Percent	70	---

3. Tests on Distillation Residue:

PROPERTIES	RC – 250	
	MIN.	MAX.
Penetration at 77°F, 100g, 5 sec.	100	150
Ductility at 77°F, 5 cm/min. cms	100	---
Solubility in Trichloroethylene, %	99	---
Spot Test	All Negative	

2.02 EMULSION

A. Provide homogeneous material which shall show no separation of asphalt after mixing and shall meet the viscosity requirements at any time within 30 days after delivery.

1. Emulsion material for tack coat: SS-1 and meet following:

PROPERTIES	SS – 1	
	MIN.	MAX.
Furol Viscosity at 77°F, sec.	30	100
Residue by Distillation, %	60	---
Oil Portion of Distillate, %	---	2
Sieve Test, %	---	0.1
Miscibility (Standard Test)	Passing	Passing
Cement Mixing, %	---	2.0
Storage Stability, 1 Day, %	---	1
Test on Residue: Penetration at 77°F, 100g, 5 sec. Solubility in Trichloroethylene, %	 120 97.5	 160 ---

Ductility at 77°F, 5 cm/min., cms	100	---

PART 3 E X E C U T I O N

3.01 EXAMINATION

A. Verify compacted base is ready to support imposed loads.

B. Verify lines and grades are correct.

3.02 PREPARATION

A. Thoroughly clean base course or concrete surface of loose material by brooming prior to application of tack coat.

3.03 APPLICATION

A. Apply tack coat uniformly by use of approved distributor at rate not to exceed 0.05 gallons per square yard of surface.

B. Paint contact surfaces of curbs and structures, and joints with thin uniform coat of tack coat.

C. Cutback Asphalt:

1. Do not place tack coat when air temperature is below 50 degrees F and falling. Materials may be placed when air temperature taken in shade and away from artificial heat is above 40 degrees F and rising.

2. Temperature of tack coat shall be between 125 degrees F and 180 degrees F when applied.

3. Do not heat tack coat above 200 degrees F at any time.

3.04 PROTECTION

A. Prevent traffic or placement of subsequent courses over freshly applied tack coat until authorized by Resident Project Representative.

END OF SECTION

Section 02738

HYDRATED LIME AND LIME SLURRY

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This item establishes the requirements for hydrated lime and commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed materials or mixtures for stabilization of subgrade, subbase and base construction.

B. This specification is applicable for projects or work involving either inch-pound or SI units. Within the text and accompanying tables, the inch-pound units are given preference followed by SI units shown within parentheses.

1.02 MEASUREMENT AND PAYMENT

A. Lime will be measured and paid for in accordance with the governing specifications for the items of construction in which lime is used (e.g. Standard Specification 02739 " LIME TREATMENT"), except that lime treatment for small applications required to stabilize a problem area shall be paid per pound (kilograms: 1 kilogram equals 2.205 pounds) applied. The unit bid price for small applications shall include full compensation for all spreading, mixing and shaping required to stabilize the surface and for any other materials, manipulation, labor, tools, equipment and incidentals necessary to complete the work.

B. Payment will be made under the following:

Small Area Application of Hydrated Lime, Type A	Per Pound.
Small Area Application of Lime Slurry, Type B	Per Pound.
Small Area Application of QuickLime, Type C	Per Pound.

1.03 SUBMITTALS

The submittal requirements of this specification item may include:

A. A plan identifying type, grade, chemical and physical composition of proposed lime application, and

B. A plan for sampling and testing of lime slurry.

1.04 REFERENCES

02739 Lime Treatment

Texas Department of Transportation: Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges

Designation	Description
Item No. 264	Lime and Lime Slurry

Texas Department of Transportation: Manual of Testing Procedures

Designation	Description
Tex-112-E	Methods of Admixing Lime to Reduce Plasticity Index of Soils
Tex-121-E	Soil Lime Testing
Tex-600-J	Sampling and Testing of Hydrated Lime, Quicklime and Commercial Lime Slurry

Texas Department of Transportation: Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges

Designation	Description
Item No. 100	Preparing Right of Way
Item No. 110	Excavation
Item No. 112	Subgrade Widening
Item No. 132	Embankment
Item No. 150	Blading
Item No. 158	Specialized Excavation Work
Item No. 204	Sprinkling
Item No. 210	Rolling (Flat Wheel)
Item No. 211	Rolling (Tamping)
Item No. 213	Rolling (Pneumatic Tire)

Texas Department of Transportation: Manual of Testing Procedures

Designation	Description
Tex-103-E	Determination of Moisture Content of Soil Materials
Tex-104-E	Determination of Liquid Limit of Soils
Tex-105-E	Determination of Plastic limit of Soils
Tex-106-E	Method of Calculating the Plasticity Index of Soils
Tex-114-E	Laboratory Compaction Characteristics & Moisture Density Relationship of Subgrade and Soil
Tex-115-E	Field Method for Determination of In-Place Density of Soils & Base Materials

PART 2 PRODUCTS

2.01 MATERIALS

The various types and grades are defined and identified as follows:

A. Type A (Hydrated Lime)

Type A Hydrated Lime shall consist of a dry powder obtained by treating quicklime with enough water to satisfy its chemical affinity for water under the conditions of its hydration. This material shall consist essentially of calcium hydroxide or a mixture of calcium hydroxide and a small allowable percentage of calcium oxide, magnesium oxide and magnesium hydroxide.

When sampled and tested according to prescribed TxDOT Standard Specification Item No. 264, hydrated lime shall conform to the following requirements as to chemical and physical composition:

Chemical Composition Requirements

Total "active" lime content, percent by weight (mass) {i.e., % by weight (mass) [$Ca(OH)_2$] + % by weight (mass) [CaO]}	Minimum 90.0 %
Note: No more than 5 % by weight (mass) calcium oxide (unhydrated lime) will be allowed in determining the total 'active' lime content.	
Unhydrated lime content, % by weight (mass), CaO	Maximum 5.0 %
"Free water" content, % by weight (mass), H_2O	Maximum 5.0 %

The percent by weight (mass) of residue retained, wet sieve, shall conform to the following requirements:

Wet Sieve Requirements

Residue retained on No. 6 (3.35 mm) sieve	Maximum. 0.2 %
Residue retained on No. 30 (600 □m) sieve	4.0 %

Specifications for Type A applies specifically to the normal hydrate of lime made from "high-calcium" type limestone. Hydrated Lime for stabilization purposes shall be applied as a dry powder or mixed to form a slurry before application as indicated on the Drawings. The slurry shall be free of liquid other than water.

B. Type B (Commercial Lime Slurry)

Type B Lime Slurry shall be a pumpable suspension of solids in water. The slurry shall be furnished at or above the minimum "Dry Solids" content as approved by the Engineer or designated representative and must be of a consistency that can be handled and uniformly applied without difficulty. The water of the liquid portion of the slurry shall not contain dissolved material in sufficient quantity and/or nature to make it injurious or objectionable for the purpose intended. The solids portion of the mixture, when considered on the basis of "solids content", shall consist principally of hydrated lime of a quality and fineness sufficient to meet the requirements as to chemical composition and residue identified below.

When sampled and tested according to prescribed TxDOT Standard Specification Item No. 264, hydrated lime shall conform to the following requirements as to chemical and physical composition:

1. Chemical Composition. The "solids content" of lime slurry shall have a hydrate alkalinity Ca(OH)2 of not less than 87 percent by weight (mass).

2. Residue (Wet Sieve)

The percent by weight (mass) of residue retained in the "solids content" of lime slurry shall conform to the following requirements:

Residue retained on No. 6 (3.35 mm) sieve	Maximum 0.2 %
Residue retained on No. 30 (600 □m) sieve	Maximum 4.0 %.

C. Type C: Quicklime Pellets

Quicklime pellets shall conform to TxDOT Grade DS (TxDOT Specification Item 264) and are only allowable when indicated on the Drawings or when approved by the Engineer or designated representative. Quicklime pellets shall be of a gradation suitable for either "Dry Placing" or for preparation of a slurry for "Wet Placing".

When sampled and tested according to prescribed TxDOT Standard Specification Item No. 264, the quicklime lime shall conform to the following requirements as to chemical and physical composition:

1. Chemical Composition. The "solids content" of lime slurry shall have a hydrate alkalinity CaO of not less than 87 percent by weight (mass).

2. Residue (Wet and Dry Sieve)

The percent by weight (mass) retained in the "solids content" of quicklime shall conform to the following requirements:

Wet Sieve Requirements

Residue retained on No. 6 (3.35 mm) sieve	Maximum 8.0 %

Dry Sieve Requirements

Retained on 1 inch (25 mm) sieve	0.0 %
Retained on 3/4 inch (19 mm) sieve	Maximum of 10.0 %
Retained on No. 100 (150 □m) sieve	Minimum of 80.0 %

D. Water

Water shall be clean and free of industrial wastes and other objectionable substances harmful to the lime and the environment.

2.02 SAMPLING AND TESTING

The sampling and testing of lime slurry shall be conducted in accordance with TxDOT Test Methods: Tex-112-E, Tex-121-E and Tex-600-J.

END OF SECTION

Section 2739

LIME TREATMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This item shall govern the preparation and treatment of the subgrade, existing subbase or existing base by pulverizing the existing materials; furnishing and applying lime; mixing; mellowing for a minimum of 12 hours and compacting the mixed material to the required depth and density. This item applies to treatment of natural ground, embankment or existing pavement structure and shall be constructed as specified herein and in conformity with the typical sections, lines and grades on the drawings or as directed by the Engineer or designated representative. If the type of lime to be placed is not indicated on the drawings, the Contractor shall use Type B, Commercial Lime Slurry or Type C quick lime pebbles for all applications on areas larger than 100 square feet (10 square meters).

This specification is applicable for projects or work involving either inch-pound or SI units. Within the text inch-pound units are given preference followed by SI units shown within parentheses.

1.02 SUBMITTALS

The submittal requirements of this specification item may include:

A. Mix design information (Transportation Criteria Manual Section 3.2.1.A, "Lime Stabilization"),

B. Type of lime and rate of lime application, and

C. Equipment proposed for use in proof rolling, pulverizing, mixing, placement and compaction operations.

1.02 MEASUREMENT AND PAYMENT

A. Lime-conditioning of the type, grade and rate of application on the subgrade, existing subbase and existing base shall be measured by the square yard (square meter: 1 square yard equals 0.836 square meters) to neat lines as shown on the typical sections.

B. Reworking a section to provide the proper compaction shall be measured by the square yard (square meter: 1 square yard equals 0.836 square meters).

C. Work performed and materials furnished as prescribed by this item and measured as provided under "Measurement" will be paid for as follows:

1. "Lime Treated Subgrade," "Lime Treated Existing Subbase" and "Lime Treated Existing Base" will be paid for at the unit bid price per square yard.

2. The unit bid prices shall include full compensation for: preparing the roadbed; furnishing all materials; all freight involved; public scales weighing charges or furnishing scales and labor involved in weighing the material; loosening, mixing, pulverizing, spreading, drying, furnishing and application of lime, sprinkling, rolling, shaping, proof rolling, maintenance and all manipulations, reworking, labor, equipment, fuels, tools and incidentals necessary to complete the work.

3. Reworking a section shall include full compensation for: loosening lime treated layer, furnishing and application of additional lime, road mixing, sprinkling, rolling, shaping, proof rolling, maintenance and all manipulations, labor, equipment, fuels, tools and incidentals necessary to complete reworking.

4. Payment will be made under one of the following:

Lime Treated Subgrade, (8in. Thick)	Per Square Yard.
Lime Treated Existing Subbase, (8in. Thick)	Per Square Yard.
Lime Treated Existing Base, (8 in. Thick)	Per Square Yard.

1.03 REFERENCES

Designation	Description
02738	Hydrated Lime and Lime Slurry
01572	Source Controls for Erosion and Sedimentation
02041	Rolling
02741	Asphalt Concrete Pavement

Texas Department of Transportation: Manual of Testing Procedures

Designation	Description
Tex-101-E, Part III	Preparation of Soil and Flexible Base Materials for Testing
Tex-106-E	Methods of Calculating the Plasticity Index of Soils
Tex-114-E	Laboratory Compaction Characteristics & Moisture Density Relationship of Subgrade & Embankment Soil
Tex-115-E	Field Method for Determination of In-Place Density of Soils & Base Materials
Tex-121-E, Part II	Soil Lime Testing
Tex-140-E	Measuring Thickness of Pavement Layer
Tex-600-J	Sampling and Testing of Hydrated Lime, Quicklime and Commercial Lime Slurry

RELATED CROSS REFERENCE MATERIALS

Texas Department of Transportation: Manual of Testing Procedures

Designation	Description

Tex-103-E	Determination of Moisture Content in Soil Materials
Tex-104-E	Determination of Liquid Limit of Soils
Tex-105-E	Determination of Plastic Limit of Soils

PART 2 PRODUCT

2.01 MATERIALS

A. Lime.

1. The lime shall meet the requirements of SECTION 02738 "Hydrated Lime and Lime Slurry" for the type of lime specified in the drawings or as directed by the Engineer or designated representative.

2. When Type B, Commercial Lime Slurry, is specified, the Contractor shall select the "Dry Solids" content to be used in the slurry prior to construction and shall notify the Engineer in writing 5 working days before changing the "Dry Solids" content.

3. When dry placement of Type C quicklime pebbles are indicated on the Drawings or approved by the Engineer or designated representative, the pebbles shall conform to TxDOT Grade DS (TxDOT Specification Item 264) and shall have a gradation suitable for dry placement.

4. If lime is furnished in bags, each bag shall bear the manufacturer's certified weight (mass). Bags varying more than 5 percent from that weight (mass) may be rejected and the average weight (mass) of bags in any shipment, as shown by weighing 10 bags selected at random, shall not be less than the manufacturer's certified weight (mass).

B. Water

The water shall meet the material requirements of applicable specification in this project manual.

C. Asphalt

The asphalt shall conform to the requirements of 02741 Asphalt Concrete Pavement

PART 3 EXECUTION

3.01 EQUIPMENT

A. The pulverizing, mixing and proof rolling machinery, tools and equipment, which are necessary for the proper execution of the work, shall be approved by the Engineer or designated representative. The equipment shall be located on the project site prior to the initiation of construction operations.

B. During the conduct of the Work all in-use machinery, tools and equipment shall be maintained in a satisfactory and workmanlike manner.

C. Hydrated lime shall be stored and handled in closed, weatherproof containers up to the time that mixing is initiated to form a slurry for distribution on the areas to be treated. If storage bins are used, they shall be completely enclosed. Hydrated lime in bags shall be stored in weatherproof buildings with adequate protection from ground dampness.

D. If lime is furnished in trucks, each truck shall have the weight (mass) of lime certified on public scales or the Contractor shall place a set of standard platform truck scales or hopper scales at a location approved by the Engineer or designated representative.

3.01 CONSTRUCTION METHODS

A. General

a. Prior to commencement of the work, all required erosion control and tree protection measures shall be in place and the utilities located and protected as specified in the City of Austin Standard Contract Document Section 00700, "General Conditions". Construction equipment shall not be operated within the drip line of trees unless otherwise indicated on the drawings or directed by the Engineer or designated representative. Construction materials shall not be stockpiled under the canopies of trees. Excavation or embankment materials shall not be placed within the drip line of trees until appropriate tree wells are constructed.

b. The placement of lime shall not be allowed to adversely impact vegetation, drainageways or waterways, storm water inlets or overflow channels. Structures shall be screened, blocked or protected to prevent lime from entering any structure or waterway.

c. It is the primary requirement of this specification to secure a completed course of treated material, which contains a uniform lime mixture at the rate specified on the drawings or directed by the Engineer or designated representative, is free from loose or segregated areas, exhibits uniform density and moisture content, is well bound for its full depth and displays a smooth surface suitable for placement of subsequent courses. It shall be the responsibility of the Contractor to: regulate the sequence of his work, use the proper amount of lime, maintain the work and rework the courses as necessary to meet the above requirements.

B. Preparation of Subgrade or Existing Base.

a. Unless indicated otherwise on the drawings or directed otherwise by the Engineer or designated representative, the Contractor shall proof roll the roadbed/subgrade in accordance with Standard Specification Item No. 236S, "Rolling (Proof)" prior to pulverization or scarification of the existing material and/or subgrade. Any unstable or spongy subgrade areas identified by proof rolling shall be corrected either by additional re-working, drying and compaction, or by removal and replacement of unsuitable materials. When specifically directed by the Engineer or designated representative, the Contractor shall re-work the subgrade in accordance with Section 201S.3, "Construction Methods" of Standard Specification Item No. 201S, "Subgrade Preparation."

b. Prior to treatment of existing material and/or subgrade the layer to be treated shall be constructed shaped to conform to the typical sections, lines and grades as indicated on the Drawings or as established by the Engineer or designated representative. This work shall be done in accordance with the provisions of applicable bid items. When shown on the Drawings, any existing asphaltic concrete pavement shall be removed and the work will be paid for in accordance with the applicable bid items.

c. When the Contractor elects to use a cutting and pulverizing machine that will process the material to the specified depth, the Contractor will not be required to excavate to the secondary grade or windrow the material. This method will be permitted only if a machine is provided, which will insure that the material is cut uniformly to the proper depth and which has cutters that will plane the secondary grade to a uniform surface over the entire width of the cut. The machine shall provide a visible indication of the depth of cut at all times.

d. The material, either before or after lime is applied, shall be excavated to the secondary grade (i.e. proposed depth of lime treatment) and removed or windrowed to expose the

secondary grade. The secondary grade shall be blue topped at the edge, 1/4 points and along the centerline at not more than 50-foot (15.25 meters) centers. Any wet or unstable materials, located below the secondary grade, shall be corrected, as directed by the Engineer or designated representative, by removing the unstable material or by scarifying, adding lime and compacting until uniform stability is attained.

e. The Contractor shall instruct their crews in the proper handling of lime to ensure that the workers and the public are adequately protected during lime handling and application operations.

C. Premixing Surface

a. When any material is uncovered during the premixing operation that exhibits properties different from the anticipated material, the Engineer or designated representative shall secure a sample of the material for appropriate testing to establish a suitable rate of lime application for the material.

D. Lime Application

a. The percentage of lime to be added by weight (mass) in pounds per square yard (kilograms per square meter) shall be as directed in this document or in accordance with the Lime mix design indicated on the Drawings and may be varied by the Engineer or designated representative if conditions warrant.

b. Unless otherwise approved by the Engineer or designated representative, the lime operation shall not be started when the air temperature is below 41oF (5oC) and falling, but may be started when the air temperature is above 35oF (2oC) and rising. The temperature will be taken in the shade and away from artificial heat.

c. Lime shall not be placed when weather conditions in the opinion of the Engineer or designated representative are unsuitable.

d. Lime shall only be applied to those areas that can be properly processed during the same working day.

e. The application and mixing of lime with the existing material shall be accomplished by the methods hereinafter described as "Dry Placement" or "Slurry Placement." Dry placement will only be permitted for small isolated areas as indicated on the drawings or as directed by the Engineer or designated representative. The minimum rate of lime solids application shall be seven (7) percent by weight (mass), unless indicated otherwise on the Drawings or as directed by the Engineer or designated representative.

f. Any lime exposed to the air for more than six (6) hours and any lime lost or damaged before application due to rain, wind or other cause will be rejected and replaced by the Contractor at its own expense.

1. Dry Placement

a. The lime shall be spread by a spreader approved by the Engineer or designated representative or by bag distribution at the rates shown on the Drawings or as directed by the Engineer or designated representative.

b. The lime shall be distributed at a uniform rate and in such manner as to reduce the scattering of lime by wind. Lime shall not be applied when the wind conditions, in the opinion of the Engineer or designated representative, are such that blowing lime becomes objectionable to adjacent property owners or dangerous to traffic. A motor grader will not be used to spread Type A Hydrated lime but may be used to spread Type C Quicklime Grade "DS" pebbles.

c. The material shall be sprinkled, as approved by the Engineer or designated representative, until the proper moisture content has been secured.

2. Slurry Placement

a. The lime shall be mixed with water in a mixer or trucks with approved distributors to form a slurry with a solids content approved by the Engineer or designated representative. Application of the slurry shall be attained by successive passes over a measured section of roadway until the proper moisture and lime content has been secured. The distributor truck shall be equipped with an agitator, which will keep the lime and water in a uniform mixture.

E. Mixing

a. The mixing procedure shall be the same for "Dry Placement" or "Slurry Placement" as herein described.

b. During the interval of time between application and mixing, hydrated lime that has been exposed to the open air for a period of 6 hours or more or to excessive loss due to washing or blowing will not be accepted and the area shall be retreated.

c. In addition to the above, when Type C Quicklime, Grade "DS", is used under "Dry Placing", the material and lime shall be mixed as thoroughly as possible at the time of the lime application. Sufficient moisture shall be added during the mixing to hydrate the quicklime. After mixing, and prior to compaction, the mixture of material, quicklime and water, shall be moist cured for two (2) to seven (7) days, as approved by the Engineer or designated representative. After curing, mixing shall continue until the material and lime are thoroughly blended to the satisfaction of the Engineer or designated representative.

d. The material and lime shall be thoroughly mixed by road pulverizer equipment approved by the Engineer or designated representative. The material and lime shall be brought to the proper moisture content and the mixing shall be continued until a homogeneous, friable mixture of material and lime is obtained. The lime-material mixture shall be free from all clods or lumps so that, when all nonslaking aggregates retained on the #4 (4.75 mm) sieve are removed, the remainder of the material shall meet the following pulverization requirements, when tested in accordance with TxDOT Test Method Tex-101-E, Part III:

	Percent
Minimum Passing the 1 3/4 inch (45 mm) Sieve	100
Minimum Passing the 3/4 inch (19 mm) Sieve	85
Minimum Passing the No. 4 (4.75 mm) Sieve	60

When the lime-material mixture satisfies the requirements above, the mixture shall be allowed to "mellow" for a minimum of 12 hours prior to the initiation of compaction.

F. Compaction

a. Prior to initiation of compaction, the material shall be aerated or sprinkled as necessary to provide the optimum moisture. The lime-conditioned materials shall then be shaped and uniformly compacted to the sections; lines and grades indicated on the drawings or as directed by the Engineer or designated representative. Compaction shall continue until the entire depth of mixture is uniformly compacted as shown on the Drawings, as specified herein, or as directed by the Engineer or designated representative.

b. When shown on the Drawings or approved by the Engineer or designated representative, multiple lifts will be permitted; however the 12-hour "mellowing" procedure is required for each lift. Individual lift thickness should not exceed 8 inches (200 mm).

c. The course shall be sprinkled as required and compacted to the extent necessary to provide the density specified below:

Description	Density, Percent
For lime-conditioned subgrade, existing subbase or existing base that will receive subsequent subbase or base courses.	Not less than 95% of 'optimum density' or as otherwise indicated on the drawings.
For lime-conditioned existing base that will receive surface courses	Not less than 98% of 'optimum density' or as otherwise indicated on the drawings.

d. Testing for the 'optimum density' used for compaction control shall conform to TxDOT Test Method Tex-113-E. In addition to the requirements specified for density, the full depth of the material indicated shall be compacted to the extent necessary to remain firm and stable under construction equipment. After each section is completed and proof rolled in accordance with Specification Section No. 236S, in place compaction tests will be conducted, as necessary, by the Engineer or designated representative in accordance with TxDOT Test Method, Tex 115-E. If the material fails to meet the density requirements, it shall be reworked as necessary to meet these requirements. Throughout the entire operation the shape of the course shall be maintained by blading and the surface upon completion shall be smooth and in conformity with the typical sections, lines and grades as shown on the Drawings or as established by the Engineer or designated representative.

e. If the lime-conditioned material, due to any reason or cause, loses the required stability, density and finish before the next course is placed, it shall be re-compacted and refinished at the sole expense of the Contractor.

G. Reworking a Section

a. When a section is reworked within 72 hours after completion of compaction, the Contractor shall rework the section to provide the required compaction. When a section is reworked more than 72 hours after completion of compaction, the Contractor shall add 25 percent of the original specified rate of lime application during the reworking operation.

b. Reworking shall include loosening, road mixing as approved by the Engineer or designated representative, compacting and finishing. When a section is reworked, a new optimum density will be determined from the reworked material in accordance with TxDOT Test Method Tex-113-E.

3.02 FINISHING, CURING AND PREPARATION FOR SURFACING

A. After the final layer or course of the lime conditioned subgrade, subbase or base has been compacted, it shall be brought to the required lines and grades in accordance with the typical sections indicated on the drawings. The completed section shall then be "finished off" by rolling with a pneumatic tire or other suitable roller, approved by the Engineer or designated representative, that is sufficiently light in loading to prevent hair cracking.

B. The Contractor shall set blue tops at edges, 1/4 point, and along the centerline at not more than 50 foot (15.25 meter) spacing. The completed section shall be maintained in a moist cured condition for a minimum of 3 days either by maintenance of moist conditions by water sprinkling or by the prevention of moisture loss due to drying by the addition of an asphalt prime coat as indicated on the drawings or as directed by the Engineer or designated representative at the rate of 0.05 to 0.20 gallons per square yard (0.2 to 0.9 liters per square meter) before further courses are added or any through traffic is permitted, unless otherwise directed by the Engineer or designated representative. Curing shall continue for a minimum of seven (7) days before further courses are added or traffic is permitted access, unless a shorter curing period is approved by the Engineer or designated representative.

C. If the drawings require the lime-conditioned material to be sealed or covered by other courses of material, the seal or other course shall be applied within 14 days after final mixing is completed, unless otherwise directed by the Engineer or designated representative. If the 14 day limit cannot be achieved because of insufficient strength gain or other problem with the lime-treated layer, the Contractor shall rework the section in accordance with Section 203S.5(G) above.

3.03 SAMPLING AND TESTING

A. The lime-conditioned mixture shall be tested daily at the Project site for conformance to specification requirements. The Engineer or designated representative shall determine sample locations based on the Contractor's anticipated production. Each day's anticipated production shall be sectioned into three (3) equal, single-pass, sub-area lots. Each day's sample locations shall be equally distributed over the three (3) sub-areas. Also, no more than one location of the three (3) sub-areas is to be located in an irregular shaped area such as a cul-de-sac.

B. When, in the opinion of the Engineer or designated representative, test results appear unrepresentative, additional testing may be authorized. Retesting due to failures or to resolve unrepresentative results will be at the expense of the Contractor and the results of the retesting shall be averaged with the results of the original testing. If the results of retesting indicate that the original testing was erroneous, the original test results will be discarded.

C. The Engineer will obtain samples of completed work to conduct the following tests:

Testing Requirement TxDOT Test Procedure

Optimum Moisture Density	Test Method Tex-113E
In-Place Density of Lime Conditioning	Test Method Tex 115-E
Thickness of Lime Conditioning	Test Method Tex-140-E & Tex-600-J
PI Reduction	Test Method Tex-106-E

The contractor shall repair areas disturbed while obtaining samples.

3.04 TOLERANCES

A. In-Place Density

a. The Work may be accepted provided no more than one (1) out of the most recent five (5) density tests performed is below the specified density, provided that the failing test is not more than 3 pounds per cubic foot (50 kilograms per cubic meter) below the specified density.

B. Dimensional

a. Areas of lime conditioning which do not meet the tolerances specified below will be delineated and shall be corrected to drawing dimensions by scarifying, remanipulating and recompacting the deficient areas at the Contractor's sole expense.

1. Thickness Requirements:

Under thickness shall not exceed ¾ inch (19 mm). Overthickness will be waived at no additional cost to the City.

2. Widths Requirements:

Roadway under width shall not exceed 6 inches (150 mm). Shoulder underwidth shall not exceed 3 inches (75 mm). If lime conditioning for both roadway and shoulder is constructed at the same time, the 6-inch (150-mm) underwidth tolerance shall apply. Overwidth will be waived at no additional cost to the City.

END OF SECTION

Section 02746

GEOGRID TEXTILE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This item covers the furnishing of all materials, equipment, labor and supervision necessary to install geotextile fabrics, of the types indicated, at the locations indicated on the plans or as directed by the Engineer.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for work performed under this Section. Include cost of such work in unit prices for Work requiring geotextile.

2. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. AASHTO M 288 - Standard Specification for Geotextiles.

B. ASTM D 3776 - Standard Test Methods for Mass per Unit Area (Weight) of Woven Fabric.

C. ASTM D 3786 - Standard Test Method for Hydraulic Bursting Strength of Knitted Goods and Non-Woven Fabrics - Diaphragm Bursting Tester Method.

D. ASTM D 3787 - Test Methods for Bursting Strength of Knitted Good Constant Rate of Traverse (CRT Ball Burst Test).

E. ASTM D 4491 - Standard Test Methods for Water Permeability of Geotextiles by Permittivity.

F. ASTM D 4533 - Standard Test Method for Trapezoid Tearing Strength of Geotextiles.

G. ASTM D 4632 - Standard Test Method for Breaking Load and Elongation of Geotextiles (Grab Method).

H. ASTM D 4751 - Standard Test Method for Determining Apparent Opening Size of Geotextiles.

I. ASTM D 4833 - Standard Test Method for Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products.

J. Corps of Engineers, COE CW - 02215 - Geotextiles Used As Filters.

1.04 SUBMITTALS

A. Conform to Section 01330 - Submittal Procedures.

B. Submit the standard manufacturer's catalog sheets and other pertinent information, for approval, prior to installation.

C. Submit installation methods, as a part of the work plan for excavation and installation of geogrid/geotextile. Obtain approval from Engineer for filter fabric material and the proposed installation method prior to use of the filter fabric.

PART 2 PRODUCTS

2.01 GEOTEXTILE

A. Subgrade Stabilization Geotextile
The use of geotextiles for subgrade stabilization under pavement construction is anticipated on the job, although specific locations, types and quantities will, by necessity, have to be field determined. To provide for isolated instability problems in subgrade excavations under pavement, a quantity of subgrade stabilization geotextile, of two types, has been included in the bid, and the Contractor will be expected to maintain an adequate amount of each on site for such eventualities. In addition, adequate quantities of biaxial geogrid is required for the construction of bioswale ditches at the locations shown on the plans.

Either of the following materials will be acceptable for pavement subgrade stabilization. For bioswale ditch construction, biaxial geogrid as described in paragraph B, below, is required.

B. Subgrade Stabilization Fabric shall be a woven or non-woven engineering geosynthetic, specially designed for subgrade separation and support, conforming to the requirements in Section 213-2 of the Standard Specifications.

C. Geogrid shall be Tensar Geogrid BX-1200, or approved equal. Reinforcement shall be a biaxially oriented geogrid with high tensile modulus in relation to the material being reinforced; with large apertures; thick ribs and continuity of tensile strength through all ribs of the structure. The geogrid shall maintain its reinforcement and interlock under normal construction practices, and shall be resistant to both ultraviolet degradation and all forms of biological degradation normally encountered in the material being reinforced. The geogrid shall be a single-layer grid that meets the dimensions and properties outlined below. Multi-layered grids fastened together shall not be acceptable. The biaxial geogrids shall also conform, in all respects, to the property requirements listed in Table 1:

TABLE 1			
PROPERTY	TEST METHOD	UNITS	VALUE
Tensile			
Peak Tensile MD[1]	GRI GG1	lb/ft	1200 (min)
Tensile @ 2% MD	GRI GG1	lb/ft	410 (min)
Tensile @ 5% MD	GRI GG1	lb/ft	810 (min)
Peak Tensile CMD[1]	GRI GG1	lb/ft	1970 (min)
Tensile @ 2% CMD	GRI GG1	lb/ft	600 (min)
Tensile @ 5% CMD	GRI GG1	lb/ft	1320 (min)
Modulus @ 2% Strain	GRI GG1[2]	lb/ft	18,500 (min)
Apertures			
MD dimensions	I.D. Calipered	in	1.0 (nom)
CMD dimensions	I.D. Calipered	in	1.3 (nom)
open area	COE Method Modified[3]	%	70 (min)
Junctions[4]			
Thickness	O.D. Calipered	in	0.16 (nom)
Efficiency	GRI GG2	%	90 (min)
Strength	GRI GG2	lb/ft	1080 (min)
Secant Aperture	Grid Aperture Test	cm-kg/deg	6.50

Notes:

1) MD - Machine Direction which is along roll length.
   CMD - Cross Machine Direction which is across roll width.
2) Secant Modulus at 2% elongation measured by Geosynthetic Research Institute Test Method GG1 – 1987 "Geogrid Tensile Strength." No offset allowances are made in calculating Secant Modulus.

PART 3 E X E C U T I O N

3.01 CONSTRUCTION

A. Upon exposure of unstable subgrade materials, and when it is determined by the Engineer to be necessary, subgrade stabilization geotextile, either fabric or geogrid, shall be placed at the locations directed by the Engineer. The Contractor will place the geotextile in accordance with the manufacturer's recommendations, or in conformance with Section 300-10 of the Standard Specifications, whichever is more stringent. The material will then be backfilled with an adequate depth of sound aggregate or PMB, and compacted as required to provide a stable construction platform so that pavement construction can continue. The Contractor shall conform to the geotextile manufacturer's recommendations regarding overlap, pinning, backfill and other construction methods.

END OF SECTION

SECTION 02920

TOPSOILING AND FINISHED GRADING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Furnish all labor, materials, tools, equipment, and services for all topsoiling and finished grading, as indicated, in accord with provisions of contract documents.

B. Completely coordinate with work of all other trades.

C. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation.

1.2 LOCATION OF WORK

A. All areas within limits of construction, areas of surplus material disposal, and all areas which are disturbed in the course of the work.

1.3 RELATED SECTIONS

A. Section 02200 - Earthwork and Site Grading

B. Section 02233 - Clearing and Grubbing

1.4 QUALITY ASSURANCE

A. Finish Grading Tolerance:
   1. 0.1 ft. (30 mm) plus/minus from required elevations.

1.5 JOB CONDITIONS:

A. Verify amount of topsoil stockpiled and determine amount of additional topsoil, if necessary to complete work.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Topsoil:
   1. Original fertile, friable surface soil typical of the area, capable of supporting native plant growth, reasonably free of subsoil, clay, weeds, roots, and stones larger than 1 inch.
      a. Use existing topsoil stockpiled under Section 02100.
      b. If amount of topsoil stockpiled is less than amount necessary for the work, furnish all additional topsoil required at no additional cost to the Owner.
      c. Contractor may import topsoil to the site with prior review and approval by the Owner's Representative.

B. Surplus Material:

1. Legally dispose of surplus material offsite.

PART 3 - EXECUTION

3.1 ROUGH GRADE REVIEW

A. Rough grading shall be inspected and approved by owner's representative before site work proceeds.

3.2 PREPARATION

A. Correct, adjust and/or repair rough graded areas.
   1. Cut off mounds and ridges.
   2. Fill gullies and depressions.
   3. Perform other necessary repairs.
   4. Bring all sub-grades to specified contours, even and properly compacted.

B. Remove all stones and debris over 2 in. (50 mm) in any dimension.

3.3 PLACING TOPSOIL

A. Do not place topsoil when subgrade is either wet or frozen enough to cause clodding.

B. Spread topsoil to minimum compacted depth of 6 in. (100 mm) for all disturbed earth areas.

C. Make finished surface free of stones, sticks, dirt clods or other material 1 in. (25 mm) or more in any dimension.

D. Drag finish with harrow (or hand rake) to insure smooth finish to the lines and grades indicated.

E. Restore areas occupied by stockpiles to condition of rest of finished work.

3.4 ACCEPTANCE

A. Upon completion of topsoiling, obtain owner's representative acceptance of grade and surface.

END OF SECTION

BID DOCUMENTS AND TECHNICAL SPECIFICATIONS

FOR

HIDALGO COUNTY PRECINCT NO. 1

FEMA Road Drainage Improvements Work Authorization No. 4:

Mile 4 North Road (between FM 491 and Pedro Martinez Road, Mercedes, Texas)

Hidalgo County
Precinct 1

Hidalgo County, Texas
September 2016

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED
PROFESSIONAL ENGINEER

9/21/16

Richard LeFevre, PE, CFM

Civil Engineer:

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC

612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363

Texas Registered Engineering Firm F-11722

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PURCHASING DEPARTMENT
County Of Hidalgo

October 17, 2016

RE:
ADDENDUM NO.1
FOR RFB PROJECT No.: 2016-364-10-19-SMA
"Road & Drainage Improvements – Mile 4 North Road (between FM 491 & Pedro Martinez Rd, Mercedes, TX)"

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 2** in connection with **"HIDALGO COUNTY PRECINCT NO 1"** -request for bids for **"Road & Drainage Improvements – Mile 4 North Road (between FM 491 & Pedro Martinez Rd, Mercedes, TX)".**

Please add this **ADDENDUM NO. 1** to your bid packet so as to permit your company to submit a complete bid.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice to us VIA FAX AT (956) 687-5363 or via email at hector@lefevregroup.net.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 687-5362.

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for **"HIDALGO COUNTY PRECINCT NO 1 – Road & Drainage Improvements – Mile 4 North Road (between FM 491 & Pedro Martinez Rd, Mercedes, TX)".**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO.1
ACKNOWLEDGMENT OF RECEIPT

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

ADDENDUM NO. 1

October 17, 2016

"HIDALGO COUNTY PRECINCT No. 1 – Road & Drainage Improvements – Mile 4 North Road (between FM 491 & Pedro Martinez Rd, Mercedes, TX)"
RFB PROJECT NO.: 2016-364-10-19-SMA
Bid Opening Date: October 19, 2016

PLEASE NOTE CHANGES AS FOLLOWS:

1. Clarification:
   - Installation of pavement markings and lines will follow the standard specification included on project manual (section 02580 Pavement Marking) and Hidalgo County Precinct No. 1 requirements.
   - Reclaimed material onsite; follow instructions that is stated on item 16 page 13 of engineering plans.
   - Procurement packets; $50 in lieu of $100.

I, Raul Iglesias, acknowledge receipt of ADDENDUM NO. 1 dated, October 17, 2016, for RFB - HIDALGO COUNTY PRECINCT NO. 1 – Road & Drainage Improvements – Mile 4 North Road (between FM 491 & Pedro Martinez Rd, Mercedes, TX).

ASAGO, LLC dba ASAGO CONSTRUCTION
Printed Bidder Name

10/18/2016
Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.

REQUEST FOR SEALED BIDS (RFB)

TO SUPPLY HIDALGO COUNTY with sealed bids for the following ***HIDALGO COUNTY PRECINCT NO. 1*** Construction Projects:

RFB No.: 2016-361-10-19-YSS	ROAD & DRAINAGE IMPROVEMENTS-MILE 8 NORTH RD (between Mile 2 East & Address 1267, Mercedes, TX)
RFB No.: 2016-362-10-19-SGS	ROAD & DRAINAGE IMPROVEMENTS-MILE 2 EAST (between 4254 & Mile 4 North Mercedes TX)
RFB No.: 2016-363-10-19-TDL	ROAD & DRAINAGE IMPROVEMENTS-MILE 2 ½ EAST (between 3 North & Mile 4 North, Mercedes, TX)
RFB No.: 2016-364-10-19-SMA	ROAD & DRAINAGE IMPROVEMENTS-MILE 4 NORTH (between FM 491 & Pedro Martinez Rd, Mercedes, TX)

PROCUREMENT PACKETS. Interested contractors may obtain bid packets at project engineer's office: LeFevre Engineering, 612 W. Nolana, Suite 520, McAllen, TX 78504, Ph. 956-687-5362 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 CONFERENCES are scheduled at HIDALGO COUNTY PURCHASING DEPARTMENT CONFERENCE ROOM:- 2802 S. Business Hwy 281, Edinburg, TX 78539 for **Wednesday, October 12, 2016 at the following times:**

RFB No.: 2016-361-10-19-YSS	ROAD & DRAINAGE IMPROVEMENTS-MILE 8 NORTH RD (between Mile 2 East & Address 1267, Mercedes, TX)	**2:00pm**
RFB No.: 2016-362-10-19-SGS	ROAD & DRAINAGE IMPROVEMENTS-MILE 2 EAST (between 4254 & Mile 4 North Mercedes TX)	**2:15pm**
RFB No.: 2016-363-10-19-TDL	ROAD & DRAINAGE IMPROVEMENTS-MILE 2 ½ EAST (between 3 North & Mile 4 North, Mercedes, TX)	**2:30pm**
RFB No.: 2016-364-10-19-SMA	ROAD & DRAINAGE IMPROVEMENTS-MILE 4 NORTH (between FM 491 & Pedro Martinez Rd, Mercedes, TX)	**2:45pm**

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. A Payment Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the contract exceeds $25,000. A Performance Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the contract exceeds $100,000.

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet with Bidders' name and address on the upper left hand corner of the sealed envelope and/or package, and **Bid No. and project name** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address: Hidalgo County New Administration Building, 2812 S. Business Hwy 281, Edinburg, TX 78539
Physical Location: Hidalgo County New Administration Building, 2802 S. Business Hwy. 281 (Southeast of Canton Rd & Business Hwy 281) Edinburg, TX

BIDS ACCEPTANCE: Sealed bids will be accepted until **9:30 a.m. on Wednesday, October 19, 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 most current federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.
Typed-written RFI's shall be sent to Engineer. Please follow up with a call to confirm receipt of RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by **October 12, 2016 5:00 p.m.** Inquiries beyond this date will not be responded to. Contact project engineer for copies of Addenda.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS ON THIS THE 27th DAY OF SEPTEMBER, 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

FEMA Road Drainage Improvements Work Authorization No.4: Mile 4 North Road (between FM 491 and Pedro Martinez Road, Mercedes, Texas)

RFB NO: 2016-364-10-19-SMA

Acceptance Date: **October 19, 2016**

Martha L. Salazar, CPPB,
Purchasing Agent Hidalgo County
Purchasing Department

Project Buyer Contact Information:

Form HCPD-03

1. Sealed bids will be received for "**HIDALGO COUNTY PRECINCT NO. 1- FEMA Road Drainage Improvements Work Authorization No. 4: MILE 4 NORTH ROAD (between FM 491 and Pedro Martinez Road, Mercedes, Texas)**" 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-2016-364-10-19-SMA HIDALGO COUNTY PRECINCT NO. 1- FEMA Road Drainage Improvements Work Authorization No. 4: MILE 4 NORTH ROAD (between FM 491 and Pedro Martinez Road, Mercedes, Texas)**" and in County's Purchasing Department, 2802 South Business Hwy 281, New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, October 19, 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-2016-364-10-19-SMA HIDALGO COUNTY PRECINCT NO. 1- FEMA Road Drainage Improvements Work Authorization No. 4: MILE 4 NORTH ROAD (between FM 491 and Pedro Martinez Road, Mercedes, Texas)". Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

12. Costs are to be net F.O.B., County Prepaid.

13. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

14. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

15. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

16. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

17. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"BID-2016-364-10-19-SMA HIDALGO COUNTY PRECINCT NO. 1 - FEMA Road Drainage Improvements Work Authorization No. 4: MILE 4 NORTH ROAD (between FM 491 and Pedro Martinez Road, Mercedes, Texas)"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

18. Schedule of Events

Pre-Bid Conference,	**2:45 PM**	October 12, 2016
Bid Opening,	**9:30 AM**	October 19, 2016
Award of Contract		, 2016
Commence Work or Deliver Products		, 2016

19. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76. **Register as SAMS System for Award Management @ www.sam.gov**

. 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.

20. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

21. Disclosure of Conflict of Interest

. Effective January 1, 2016, 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-1, 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. **Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.**

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL

22. **CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)**

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB No. as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: xxxxx.xxxx@co.hidalgo.tx.us . Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

23. 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.

24. 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.

25. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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-
FEMA Road Drainage Improvements Work Authorization No. 4:
"Mile 4 North Road (between FM 491 and Pedro Martinez Road, Mercedes, Texas)"
BID-2016-364-10-19-SMA

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business 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:	ASAGO, LLC dba ASAGO CONSTRUCITON
Address:	2113 PECOS ST., MISSION, TX 78572
By:	
Printed Name:	RAUL IGLESIAS
Title:	MEMBER

BID BOND

THE STATE OF)
) ss. KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF Hidalgo)

That we, Asago Construction, of the City of Mission, County of Hidalgo, and State of Texas (hereinafter called "Principal") as Principal, and Hartford Fire Insurance Company (hereinafter called the Surety) as Surety, authorized under the laws of the State of Connecticut to act as surety on bonds for principals, are held and firmly bound unto Hidalgo County (hereinafter called the Owner) as obligee, in the sum of 5% Greatest Amount Bid ($ 5%) in lawful money of the United States for the payment of Principal and Surety, and bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal has, submitted a Bid Form (Proposal) to enter into a certain written agreement with Owner for Construction of Road & Drainage Improvements for Mile 4 North hereinafter referred to as "Agreement."

NOW, THEREFORE, the condition of this obligation is such that if the Owner shall accept the Bid Form (Proposal) of the the Principal and the Principal shall faithfully enter into agreement with Owner in accordance with the terms of such Bid, and give such Bonds as are specified in the Bidding or Contract Documents; or in the event of the failure of Principal to enter such Agreement and give such Bond or Bonds, if the Principal shall pay to Owner the difference not to exceed the sum hereof between the amount specified in said Bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED THIS 19th day of October A.D. 2016.

PRINCIPAL: Asago Construction

Witness

By: Raul Iglesias

2113 Pecos

Mission, TX 78572
Address

SURETY: Hartford Fire Insurance Company

Witness

By:

Andy Alvarez
Attorney-in-Fact

P.O. Drawer 3783

McAllen, TX 78502
Address

956-787-8536
(Surety's Telephone Number)

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
Bond T-4
One Hartford Plaza
Hartford, Connecticut 06155
call: **888-266-3488** *or fax:* **860-757-5835)**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code:** 65-813646

- [x] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [x] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
Andy Alvarez, Phil Young, Dewey Young of SAN JUAN, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

CERTIFICATE

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 19th, 2016
Signed and sealed at the City of Hartford.

Gary W. Stumper, Vice President

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, Raul Iglesias, authorized representative for Asago Construction,
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.

_____ 10/17/2016
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, Raul Iglesias, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: Bid, Payment, and Performance.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____
Authorized Signature

10/17/2016
Date

Asago Construction
Company

2113 Pecos St.
Address

Mission, TX 78572
City, State, Zip

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/14/2016

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
San Juan Insurance Agency, Inc DBA Valley Ins Providers &/or Truckers Ins
PO Drawer 3783
McAllen TX 78502-

CONTACT NAME: Elizabeth Hernandez
PHONE (A/C, No, Ext): 956 781-6663 ext 226
FAX (A/C, No): (956)702-7556
E-MAIL ADDRESS: ehernandez@vip-ins.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Technology Insurance Co., Inc.	
INSURER B : Texas Mutual Insurance Co	22945
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ASAGO, LLC.
ASAGO CONSTRUCTION
2113 Pecos st
Mission TX 78572-

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		TPP1058291 03	07/15/2016	07/15/2017	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 $ 50,000 $EXCLUDED $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			TSF0001134832-4	07/15/2016	07/15/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			86379T160ALI	07/15/2016	07/15/2017	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below			TSF0001134832-4	07/15/2016	07/15/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
B	EQUIPMENT FLOATER			TSF0001134832-4	07/15/2016	07/15/2017	LIMIT	275,577
B	INSTALLATION FLOATER			TSF0001134832-4	07/15/2016	07/15/2017	LIMIT Equipment Leased/Rented	365,000 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT: HIDALGO COUNTY PRECINCT NO. 1- FEMA ROAD DRAINAGE IMPROVEMENTS- MILE 4 NORTH ROAD

SEE ATTACHED VEHICLE SCHEDULES

CERTIFICATE HOLDER

HIDALGO COUNTY
2812 S. BUSINESS HIGHWAY 281
EDINBURG TX 78539-

CANCELLATION

AI 017586

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 J Young

Fax: ( ) -

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AGENCY CUSTOMER ID: 7040

ACORD®

VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 11/14/2016

AGENCY	CARRIER	NAIC CODE
San Juan Insurance Agency, Inc DBA	Technology Insurance Co., Inc.	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
TPP1058291 03	07/15/2016	ASAGO, LLC. ASAGO CONSTRUCTION

VEHICLE DESCRIPTION

VEH # 1 | YEAR 2008 | MAKE: NISSAN | MODEL: TITAN/ PICKUP | BODY TYPE: | V.I.N.: 1N6BA07D88N327160 | VEHICLE TYPE: PP / SPEC / COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: X LIAB; X NO-FAULT; ADD'L NO-FAULT; MED PAY; X UNINS MOTOR; UNDRINS MOTOR; TOWING & LABOR; SPEC C OF L; F; FT; FTW; X LSP; X COMP/ OTC; X COLL; RENT REIMB; FG

DEDUCTIBLES: AA; ST AMT; ACV; COMP/ OTC; SPEC C OF L; $; $ 1,000 COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH # 2 | YEAR 2005 | MAKE: FORD | MODEL: F750/ WATER TRK | BODY TYPE: | V.I.N.: 3FRXF75A85V215442 | VEHICLE TYPE: PP / SPEC / COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: X LIAB; X NO-FAULT; ADD'L NO-FAULT; MED PAY; X UNINS MOTOR; UNDRINS MOTOR; TOWING & LABOR; SPEC C OF L; F; FT; FTW; X LSP; X COMP/ OTC; X COLL; RENT REIMB; FG

DEDUCTIBLES: AA; ST AMT; ACV; COMP/ OTC; SPEC C OF L; $; $ 1,000 COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH # 3 | YEAR 2006 | MAKE: FORD | MODEL: F250/ PICKUP | BODY TYPE: | V.I.N.: 1FTNF20506EC55965 | VEHICLE TYPE: PP / SPEC / COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: X LIAB; X NO-FAULT; ADD'L NO-FAULT; MED PAY; X UNINS MOTOR; UNDRINS MOTOR; TOWING & LABOR; SPEC C OF L; F; FT; FTW; X LSP; X COMP/ OTC; X COLL; RENT REIMB; FG

DEDUCTIBLES: AA; ST AMT; ACV; COMP/ OTC; SPEC C OF L; $; $ 1,000 COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH # 4 | YEAR 2004 | MAKE: MACK | MODEL: CX600 / TRK/TRAILER | BODY TYPE: TRK TRACTOR | V.I.N.: 1M1AE06Y94N018752 | VEHICLE TYPE: PP / SPEC / COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: X LIAB; X NO-FAULT; ADD'L NO-FAULT; MED PAY; X UNINS MOTOR; UNDRINS MOTOR; TOWING & LABOR; SPEC C OF L; F; FT; FTW; X LSP; X COMP/ OTC; X COLL; RENT REIMB; FG

DEDUCTIBLES: AA; ST AMT; ACV; COMP/ OTC; SPEC C OF L; $; $ 1,000 COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH # 5 | YEAR 1985 | MAKE: LUFKIN | MODEL: DUMP TRAILER | BODY TYPE: | V.I.N.: 1L01C3526F1069352 | VEHICLE TYPE: PP / SPEC / COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/ 12,800							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: X LIAB; X NO-FAULT; ADD'L NO-FAULT; MED PAY; X UNINS MOTOR; UNDRINS MOTOR; TOWING & LABOR; SPEC C OF L; F; FT; FTW; X LSP; X COMP/ OTC; X COLL; RENT REIMB; FG

DEDUCTIBLES: AA; ST AMT; ACV; COMP/ OTC; SPEC C OF L; $; $ 1,000 COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

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AGENCY CUSTOMER ID: 7040

VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 11/14/2016

AGENCY	CARRIER	NAIC CODE
San Juan Insurance Agency, Inc DBA	Technology Insurance Co., Inc.	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
TPP1058291 03	07/15/2016	ASAGO, LLC. ASAGO CONSTRUCTION

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
6	2000	MAKE: INTERNATIONAL MODEL: 4700 / WATER TRK	V.I.N.: 1HTSCABM5YH256401	PP SPEC COML			

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: X LIAB; X NO-FAULT; ADD'L NO-FAULT; MED PAY; X UNINS MOTOR; UNDRINS MOTOR; TOWING & LABOR; SPEC C OF L; F; FT; FTW; X LSP; X COMP/OTC; X COLL; RENT REIMB; FG

DEDUCTIBLES: AA; ST AMT; ACV; COMP/OTC; SPEC C OF L; $1,000 COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
8	2011	MAKE: CHEVROLET MODEL: PICKUP	V.I.N.: 1GCNCPEA9BZ279454	PP SPEC COML			

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: X LIAB; X NO-FAULT; ADD'L NO-FAULT; MED PAY; X UNINS MOTOR; UNDRINS MOTOR; TOWING & LABOR; SPEC C OF L; F; FT; FTW; X LSP; X COMP/OTC; X COLL; RENT REIMB; FG

DEDUCTIBLES: AA; ST AMT; ACV; COMP/OTC; SPEC C OF L; $1,000 COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
9	2011	MAKE: CHEVROLET MODEL: PICKUP	V.I.N.: 1GCRCPEX0BZ342916	PP SPEC COML			

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: X LIAB; X NO-FAULT; ADD'L NO-FAULT; MED PAY; X UNINS MOTOR; UNDRINS MOTOR; TOWING & LABOR; SPEC C OF L; F; FT; FTW; X LSP; X COMP/OTC; X COLL; RENT REIMB; FG

DEDUCTIBLES: AA; ST AMT; ACV; COMP/OTC; SPEC C OF L; $1,000 COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
10	2011	MAKE: CHEVROLET MODEL: SILVERADO ExtCab/PK	V.I.N.: 1GCRCPEX6BZ291678	PP SPEC COML			

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: X LIAB; X NO-FAULT; ADD'L NO-FAULT; MED PAY; X UNINS MOTOR; UNDRINS MOTOR; TOWING & LABOR; SPEC C OF L; F; FT; FTW; X LSP; X COMP/OTC; X COLL; RENT REIMB; FG

DEDUCTIBLES: AA; ST AMT; ACV; COMP/OTC; SPEC C OF L; $1,000 COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
12	1993	MAKE: FORD MODEL: L9000/END DUMP	V.I.N.: 1FDZY90L2PVA31922	PP SPEC COML			

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: X LIAB; X NO-FAULT; ADD'L NO-FAULT; MED PAY; X UNINS MOTOR; UNDRINS MOTOR; TOWING & LABOR; SPEC C OF L; F; FT; FTW; X LSP; X COMP/OTC; X COLL; RENT REIMB; FG

DEDUCTIBLES: AA; ST AMT; ACV; COMP/OTC; SPEC C OF L; $1,000 COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

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AGENCY CUSTOMER ID: 7040

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VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 11/14/2016

AGENCY	CARRIER	NAIC CODE
San Juan Insurance Agency, Inc DBA	Technology Insurance Co., Inc.	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
TPP1058291 03	07/15/2016	ASAGO, LLC. ASAGO CONSTRUCTION

VEHICLE DESCRIPTION

VEH # 13 | YEAR 1982 | MAKE: MACK | MODEL: Trk/Asphalt Distribu | BODY TYPE: | V.I.N.: 1M2K127C3CM005039 | VEHICLE TYPE: PP / SPEC / COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE: TX | TERR | GVW / GCW | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW $

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: X LIAB; X NO-FAULT; ADD'L NO-FAULT; MED PAY; X UNINS MOTOR; UNDRINS MOTOR; TOWING & LABOR; SPEC C OF L; F; FT; FTW; LSP; COMP/OTC; COLL; RENT REIMB; FG

DEDUCTIBLES: AA; ACV; ST AMT $; COMP/OTC $; SPEC C OF L $; COLL $

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH # 14 | YEAR 2001 | MAKE: COUNTRY BLACK | MODEL: TRAILER | BODY TYPE: | V.I.N.: 1C9182123Z1711573 | VEHICLE TYPE: PP / SPEC / COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE: TX | TERR | GVW / GCW | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW $

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB; NO-FAULT; ADD'L NO-FAULT; MED PAY; UNINS MOTOR; UNDRINS MOTOR; TOWING & LABOR; SPEC C OF L; F; FT; FTW; LSP; COMP/OTC; COLL; RENT REIMB; FG

DEDUCTIBLES: AA; ACV; ST AMT $; COMP/OTC $; SPEC C OF L $; COLL $

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH # 15 | YEAR 1998 | MAKE: INTERNATIONAL | MODEL: 4700/ Digger Derrick | BODY TYPE: | V.I.N.: 1HTSCAAL8WH567195 | VEHICLE TYPE: PP / SPEC / COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE | TERR | GVW / GCW | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW $

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB; NO-FAULT; ADD'L NO-FAULT; MED PAY; UNINS MOTOR; UNDRINS MOTOR; TOWING & LABOR; SPEC C OF L; F; FT; FTW; LSP; COMP/OTC; COLL; RENT REIMB; FG

DEDUCTIBLES: AA; ACV; ST AMT $; COMP/OTC $; SPEC C OF L $; COLL $

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH # 17 | YEAR 2003 | MAKE: chevrolet | MODEL: 2500HD crew cab Pick | BODY TYPE: | V.I.N.: 1GCHC23UX3F108129 | VEHICLE TYPE: PP / SPEC / COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE: TX | TERR | GVW / GCW | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW $

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB; NO-FAULT; ADD'L NO-FAULT; MED PAY; UNINS MOTOR; UNDRINS MOTOR; TOWING & LABOR; SPEC C OF L; F; FT; FTW; LSP; COMP/OTC; COLL; RENT REIMB; FG

DEDUCTIBLES: AA; ACV; ST AMT $; COMP/OTC $; SPEC C OF L $; COLL $

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH # 18 | YEAR 1997 | MAKE: ECONOLINE | MODEL: FLAT BED TRAILER | BODY TYPE: | V.I.N.: 42EDOMP29V1005427 | VEHICLE TYPE: PP / SPEC / COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE: TX | TERR | GVW / GCW: 25,000 / | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW $

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB; NO-FAULT; ADD'L NO-FAULT; MED PAY; UNINS MOTOR; UNDRINS MOTOR; TOWING & LABOR; SPEC C OF L; F; FT; FTW; LSP; COMP/OTC; COLL; RENT REIMB; FG

DEDUCTIBLES: AA; ACV; ST AMT $; COMP/OTC $; SPEC C OF L $; COLL $

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

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AGENCY CUSTOMER ID: 7040

ACORD® VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 11/14/2016

AGENCY	CARRIER	NAIC CODE
San Juan Insurance Agency, Inc DBA	Technology Insurance Co., Inc.	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
TPP1058291 03	07/15/2016	ASAGO, LLC. ASAGO CONSTRUCTION

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
19	1985	MAKE: Lufkin MODEL: End Dump Trailer	V.I.N.: 1L01C3526F1069352	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		12,800 /							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT

ADD'L NO-FAULT / MED PAY / UNINS MOTOR

UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L

F / FT / FTW

LSP / COMP/OTC / COLL

RENT REIMB / FG

DEDUCTIBLES: ACV / AA / ST AMT / COMP/OTC / SPEC C OF L / COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + / NET VEH DR/CR:

TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
20	2006	MAKE: Chevrolet MODEL: colorado LTZ Pickup	V.I.N.: 1GCCS148768325879	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT

ADD'L NO-FAULT / MED PAY / UNINS MOTOR

UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L

F / FT / FTW

LSP / COMP/OTC / COLL

RENT REIMB / FG

DEDUCTIBLES: ACV / AA / ST AMT / COMP/OTC / SPEC C OF L / COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + / NET VEH DR/CR:

TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
21	1993	MAKE: Interstate MODEL: RGN 40 ton Lowboy	V.I.N.: 1JKSGN2B8PL350004	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT

ADD'L NO-FAULT / MED PAY / UNINS MOTOR

UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L

F / FT / FTW

LSP / COMP/OTC / COLL

RENT REIMB / FG

DEDUCTIBLES: ACV / AA / ST AMT / COMP/OTC / SPEC C OF L / COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + / NET VEH DR/CR:

TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
22	2007	MAKE: Dragon MODEL: bottom dp trlr40ft	V.I.N.: 1UNSD40277C053310	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT

ADD'L NO-FAULT / MED PAY / UNINS MOTOR

UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L

F / FT / FTW

LSP / COMP/OTC / COLL

RENT REIMB / FG

DEDUCTIBLES: ACV / AA / ST AMT / COMP/OTC / SPEC C OF L / COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + / NET VEH DR/CR:

TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
23	2007	MAKE: DRAGON MODEL: bottom DP trlr 40 ft	V.I.N.: 1UNSD40297C053311	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT

ADD'L NO-FAULT / MED PAY / UNINS MOTOR

UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L

F / FT / FTW

LSP / COMP/OTC / COLL

RENT REIMB / FG

DEDUCTIBLES: ACV / AA / ST AMT / COMP/OTC / SPEC C OF L / COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + / NET VEH DR/CR:

TOTAL PREM: $

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AGENCY CUSTOMER ID: 7040

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VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 11/14/2016

AGENCY	CARRIER	NAIC CODE
San Juan Insurance Agency, Inc DBA	Technology Insurance Co., Inc	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
TPP1058291 03	07/15/2016	ASAGO, LLC. ASAGO CONSTRUCTION

VEHICLE DESCRIPTION

VEH # 24 | YEAR 2003 | MAKE: CPS | MODEL: Bottom Dump Trailer | BODY TYPE: | V.I.N.: 5MC1116233P004460 | VEHICLE TYPE: PP SPEC COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE: TX | TERR | GVW / GCW | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW $

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L

F / FT / FTW | LSP / COMP/OTC / COLL | RENT REIMB / FG

DEDUCTIBLES: ACV / AA / ST AMT / COMP/OTC / SPEC C OF L / $ / $ COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH # 25 | YEAR 2005 | MAKE: International | MODEL: 9200I Truck Tractor | BODY TYPE: | V.I.N.: 3HSCEAHR15N0500631 | VEHICLE TYPE: PP SPEC COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE: TX | TERR | GVW / GCW | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW $

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L

F / FT / FTW | LSP / COMP/OTC / COLL | RENT REIMB / FG

DEDUCTIBLES: ACV / AA / ST AMT / COMP/OTC / SPEC C OF L / $ / $ COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH # 26 | YEAR 2003 | MAKE: MACK | MODEL: CH613 Truck Tractor | BODY TYPE: | V.I.N.: 1M1AA13Y23W150122 | VEHICLE TYPE: PP SPEC COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE: TX | TERR | GVW / GCW | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW $

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L

F / FT / FTW | LSP / COMP/OTC / COLL | RENT REIMB / FG

DEDUCTIBLES: ACV / AA / ST AMT / COMP/OTC / SPEC C OF L / $ / $ COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH # 27 | YEAR 2003 | MAKE: Mack | MODEL: CH613 Truck Tractor | BODY TYPE: | V.I.N.: 1M1AA18Y23W151666 | VEHICLE TYPE: PP SPEC COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE: TX | TERR | GVW / GCW | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW $

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L

F / FT / FTW | LSP / COMP/OTC / COLL | RENT REIMB / FG

DEDUCTIBLES: ACV / AA / ST AMT / COMP/OTC / SPEC C OF L / $ / $ COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH # 28 | YEAR 1997 | MAKE: RANCO | MODEL: | BODY TYPE: TR | V.I.N.: 1R9BSE509VL008737 | VEHICLE TYPE: PP SPEC COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE: TX | TERR | GVW / GCW | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW $

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L

F / FT / FTW | LSP / COMP/OTC / COLL | RENT REIMB / FG

DEDUCTIBLES: ACV / AA / ST AMT / COMP/OTC / SPEC C OF L / $ / $ COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

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AGENCY CUSTOMER ID: 7040

VEHICLE SCHEDULE

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TPP1058291 03	07/15/2016	ASAGO, LLC. ASAGO CONSTRUCTION

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
29	1997	MAKE: GMC MODEL: C7500	V.I.N.: 1GDM7H1J6VJ500146	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT

ADD'L NO-FAULT: MED PAY / UNINS MOTOR

UNDRINS MOTOR: TOWING & LABOR / SPEC C OF L

F / FT / FTW

LSP / COMP/OTC / COLL

RENT REIMB / FG

DEDUCTIBLES: ACV / AA / ST AMT / COMP/OTC / SPEC C OF L

$ / $ COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + / NET VEH DR/CR:

TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
30	2013	MAKE: INTERNATIONAL MODEL: PROSTAR TRUCK TRACTO	V.I.N.: 1HSDHSJR5DJ306041	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT

ADD'L NO-FAULT: MED PAY / UNINS MOTOR

UNDRINS MOTOR: TOWING & LABOR / SPEC C OF L

F / FT / FTW

LSP / COMP/OTC / COLL

RENT REIMB / FG

DEDUCTIBLES: ACV / AA / ST AMT / COMP/OTC / SPEC C OF L

$ / $ COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + / NET VEH DR/CR:

TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
31	2013	MAKE: INTERNATIONAL MODEL: PROSTAR TRUCK TRACTO	V.I.N.: 1HSDHSJR4DJ463219	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT

ADD'L NO-FAULT: MED PAY / UNINS MOTOR

UNDRINS MOTOR: TOWING & LABOR / SPEC C OF L

F / FT / FTW

LSP / COMP/OTC / COLL

RENT REIMB / FG

DEDUCTIBLES: ACV / AA / ST AMT / COMP/OTC / SPEC C OF L

$ / $ COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + / NET VEH DR/CR:

TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
32	2013	MAKE: INTERNATIONAL MODEL: PROSTAR TRUCK TRACTO	V.I.N.: 1HSDHSJR2DJ306224	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT

ADD'L NO-FAULT: MED PAY / UNINS MOTOR

UNDRINS MOTOR: TOWING & LABOR / SPEC C OF L

F / FT / FTW

LSP / COMP/OTC / COLL

RENT REIMB / FG

DEDUCTIBLES: ACV / AA / ST AMT / COMP/OTC / SPEC C OF L

$ / $ COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + / NET VEH DR/CR:

TOTAL PREM: $

VEH #	YEAR	MAKE / MODEL	BODY TYPE / V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
33	2000	MAKE: PETERBILT MODEL: 378 4000 GALLON	V.I.N.: 1XPFST9X2YD536709	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT

ADD'L NO-FAULT: MED PAY / UNINS MOTOR

UNDRINS MOTOR: TOWING & LABOR / SPEC C OF L

F / FT / FTW

LSP / COMP/OTC / COLL

RENT REIMB / FG

DEDUCTIBLES: ACV / AA / ST AMT / COMP/OTC / SPEC C OF L

$ / $ COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + / NET VEH DR/CR:

TOTAL PREM: $

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AGENCY CUSTOMER ID: 7040

ACORD®

VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 11/14/2016

AGENCY	CARRIER	NAIC CODE
San Juan Insurance Agency, Inc DBA	Technology Insurance Co., Inc.	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
TPP1058291 03	07/15/2016	ASAGO, LLC. ASAGO CONSTRUCTION

VEHICLE DESCRIPTION

VEH # 34 | YEAR 1998 | MAKE: MACH | MODEL: CH613 DUMP TRUCK | BODY TYPE: | V.I.N.: 1M1AA13Y2WW078519 | VEHICLE TYPE: PP / SPEC / COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE: TX | TERR | GVW / GCW | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW $

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L / F / FT / FTW / LSP / COMP/ OTC / COLL / RENT REIMB / FG

DEDUCTIBLES: ACV / AA / ST AMT / COMP/ OTC $ / SPEC C OF L $ / COLL $

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH # 35 | YEAR 2010 | MAKE: 40 FT T/A BOTTOM DUMP TRAILER | MODEL: RANCO | BODY TYPE: | V.I.N.: 1D9SD4029AR661042 | VEHICLE TYPE: PP / SPEC / COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE: TX | TERR | GVW / GCW | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW $

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L / F / FT / FTW / LSP / COMP/ OTC / COLL / RENT REIMB / FG

DEDUCTIBLES: ACV / AA / ST AMT / COMP/ OTC $ / SPEC C OF L $ / COLL $

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH # 36 | YEAR 1998 | MAKE: CPS SBD240 40 FT T/A | MODEL: BOTTOM DUMP TRAILER | BODY TYPE: | V.I.N.: 4Z4111621WP001058 | VEHICLE TYPE: PP / SPEC / COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE: TX | TERR | GVW / GCW | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW $

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L / F / FT / FTW / LSP / COMP/ OTC / COLL / RENT REIMB / FG

DEDUCTIBLES: ACV / AA / ST AMT / COMP/ OTC $ / SPEC C OF L $ / COLL $

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH # 37 | YEAR 2016 | MAKE: GMC | MODEL: SIERRA 1500 | BODY TYPE: | V.I.N.: 3GTP1NEC5GG346787 | VEHICLE TYPE: PP / SPEC / COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE: TX | TERR | GVW / GCW | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW $

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L / F / FT / FTW / LSP / COMP/ OTC / COLL / RENT REIMB / FG

DEDUCTIBLES: ACV / AA / ST AMT / COMP/ OTC $ / SPEC C OF L $ / COLL $

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

VEH # 38 | YEAR 2006 | MAKE: MACK | MODEL: CXN 613 | BODY TYPE: | V.I.N.: 1M1AK06Y06N008784 | VEHICLE TYPE: PP / SPEC / COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE: TX | TERR | GVW / GCW | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW $

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L / F / FT / FTW / LSP / COMP/ OTC / COLL / RENT REIMB / FG

DEDUCTIBLES: ACV / AA / ST AMT / COMP/ OTC $ / SPEC C OF L $ / COLL $

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + | NET VEH DR/CR: | TOTAL PREM: $

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AGENCY CUSTOMER ID: 7040

VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 11/14/2016

AGENCY	CARRIER	NAIC CODE
San Juan Insurance Agency, Inc DBA	Technology Insurance Co., Inc.	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
TPP1058291 03	07/15/2016	ASAGO, LLC. ASAGO CONSTRUCTION

VEHICLE DESCRIPTION

VEH # 39 | YEAR 2004 | MAKE: MACK | MODEL: CH 613 | BODY TYPE: | V.I.N.: 1M2AA13Y34N156675 | VEHICLE TYPE: PP / SPEC / COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS | STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE: TX | TERR | GVW / GCW | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW $

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT | ADD'L NO-FAULT / MED PAY / UNINS MOTOR | UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L | F / FT / FTW | LSP / COMP/ OTC / COLL

RENT REIMB / FG | DEDUCTIBLES: AA / ACV / ST AMT / COMP/ OTC / SPEC C OF L | $ | $ COLL

DRIVE TO WORK / SCHOOL | < 15 MILES | 15 MILES + | NET VEH DR/CR:

TOTAL PREM: $

VEH # 40 | YEAR 2007 | MAKE: CTS | MODEL: BDT40 | BODY TYPE: | V.I.N.: 5TU1140297S000032 | VEHICLE TYPE: PP / SPEC / COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS | STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE: TX | TERR | GVW / GCW | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW $

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT | ADD'L NO-FAULT / MED PAY / UNINS MOTOR | UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L | F / FT / FTW | LSP / COMP/ OTC / COLL

RENT REIMB / FG | DEDUCTIBLES: AA / ACV / ST AMT / COMP/ OTC / SPEC C OF L | $ | $ COLL

DRIVE TO WORK / SCHOOL | < 15 MILES | 15 MILES + | NET VEH DR/CR:

TOTAL PREM: $

VEH # 41 | YEAR 2006 | MAKE: CTS | MODEL: BDT40 | BODY TYPE: | V.I.N.: 1C9114023GS770596 | VEHICLE TYPE: PP / SPEC / COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS | STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE: TX | TERR | GVW / GCW | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW $

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT | ADD'L NO-FAULT / MED PAY / UNINS MOTOR | UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L | F / FT / FTW | LSP / COMP/ OTC / COLL

RENT REIMB / FG | DEDUCTIBLES: AA / ACV / ST AMT / COMP/ OTC / SPEC C OF L | $ | $ COLL

DRIVE TO WORK / SCHOOL | < 15 MILES | 15 MILES + | NET VEH DR/CR:

TOTAL PREM: $

VEH # 42 | YEAR 2006 | MAKE: CTS | MODEL: BDT40 | BODY TYPE: | V.I.N.: 5TU1140246S000566 | VEHICLE TYPE: PP / SPEC / COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS | STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE: TX | TERR | GVW / GCW | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW $

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT | ADD'L NO-FAULT / MED PAY / UNINS MOTOR | UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L | F / FT / FTW | LSP / COMP/ OTC / COLL

RENT REIMB / FG | DEDUCTIBLES: AA / ACV / ST AMT / COMP/ OTC / SPEC C OF L | $ | $ COLL

DRIVE TO WORK / SCHOOL | < 15 MILES | 15 MILES + | NET VEH DR/CR:

TOTAL PREM: $

VEH # | YEAR | MAKE: | MODEL: | BODY TYPE: | V.I.N.: | VEHICLE TYPE: PP / SPEC / COML | SYM / AGE | COMP / OTC SYM | COLL SYM

GARAGING ADDRESS | STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE | TERR | GVW / GCW | CLASS | SIC | FACTOR | SEAT CP | RADIUS | FARTHEST TERMINAL | COST NEW $

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT | ADD'L NO-FAULT / MED PAY / UNINS MOTOR | UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L | F / FT / FTW | LSP / COMP/ OTC / COLL

RENT REIMB / FG | DEDUCTIBLES: AA / ACV / ST AMT / COMP/ OTC / SPEC C OF L | $ | $ COLL

DRIVE TO WORK / SCHOOL | < 15 MILES | 15 MILES + | NET VEH DR/CR:

TOTAL PREM: $

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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.**

Asago, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date 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.**

NONE

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.**

NONE

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 — 10/17/2016 Date

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, Raul Iglesias, 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: _____, Member

Subscribed and sworn to before me this 18th ~~October~~ day of october, 2016.

_____
Notary Public

My commission expires: 20th day of May, 2019

Notary Public
State of Texas
My Comm. Exp.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: Asago, LLC Telephone No. (956) 607-0741

dba Name: Asago Construction

Legal Name: Asago, LLC

Mailing Address : 2113 Pecos St. Fax No. (956) 585-7040

Physical Address: 2112 S. Shary Rd. # 17

City, State, Zip Mission, TX 78572 Tax I.D. No. 74-2821087

Remit to Address : 2113 Pecos St. City, State, Zip Mission, TX 78572

E-Mail Address: asago@rgv.rr.com

Representative(s) Name(s) & Title(s) Raul Iglesias, Member

Type of Organization (check one): ____ Individual ____ Partnership ____ Corporation ____ Non-Profit
X LLC ____ Sole Proprietor ____ Other, Specify

State Identification No.____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: ____ Date:____ Other:

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
____ Distributor X Service Organization ____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Raul Iglesias, Member

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

☐ Black American
☐ Hispanic American
☐ Asian Pacific American
☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☒ No

Indicate Certification No.(s):____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?: Construction Services

Would you like to be provided with specifications for procurements of such products?: ☒ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:____ Entry Date: ____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☒No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Non-Collusion Affidavit Of Prime Bidder

State of Texas §
§
County of Hidalgo §

_____, being first duly sworn, deposes and says that:

(1) He _____, of

_____, 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) _____

_____
(Title)

Subscribed and sworn to before me this
day of _____, 20_____.

_____

_____
(Title)

My Commission expires _____

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-16-364-11-01

This Agreement, entered into this 1st day of November,2016 by and between Hidalgo County (hereinafter called the "OWNER," and, Asago, LLC dba Asago Construction (a limited liability company), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements – Mile 4 North Road

Hereinafter called the project, for the sum of $143,045.30 (One Hundred Forty-Three Thousand Forty-Five Dollars and Thirty Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by LeFevre Engineering & Management Consulting, LLC, entitled the Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 90 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $250.00for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, 1st of November, 2016.

CONTRACTOR: _____
Print Name & Title: Raul Iglesias, Manager
Name of Firm: Asago, LLC dba Asago Construction
Address: 2113 Pecos Street, Mission, Texas 78572
Fed I.D. #/SS #: 74-2821087

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 9th day of NOVEMBER, 2016, by Member (Title) Of and on behalf of Asago, LLC (a limited liability company)

_____
Notary Public-Signature

ELIZABETH HERNANDEZ
Notary Public, State of Texas
ID# 12601249-2
My Commission Expires
01-25-2019

APPROVED AS TO FORM:
Atlas, Hall Rodriguez, L.L.P.

BY: _____
Stephen L. Crain

DATE: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Ramon Garcia, County Judge

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:
2016-129506

Date Filed:
10/27/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Asago, 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 Precinct No. 1

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 services, goods, or other property to be provided under the contract.
2016-364-10-19-SMA
FEMA Road Drainage Improvements - Mile 4 North Road (Between FM 491 and Pedro Martinez Road, Mercedes, Texas)

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.

GERALD WILLIAM ALBRECHT
Notary Public, State of Texas
Comm. Expires 06-15-2019
Notary ID 13025911-0

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Raul Iglesias Villarreal, this the 27th day of October, 20 16, to certify which, witness my hand and seal of office.

Gerald William Albrecht — Gerald William Albrecht — Notary

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Asago, LLC

Business name, if different from above
Asago Construction

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☒ Other ▶ .....LLC..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
2113 Pecos St.

Requester's name and address (optional)

City, state, and ZIP code
Mission, TX 78572

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
7	4	–	2	8	2	1	0	8	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. 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 ▶ 10/17/2016

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.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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: Asago Construction

Address: 2113 Pecos St., Mission, TX 78572

2112 S. Shary Rd. # 17, Mission, TX 78572

Date Organized: 1/31/1997 Date Incorporated: _____

Office Number: 956-607-0741 Fax Number: 956-585-7040

Number of years in business under present name: 18

Type of work performed by your company: Road and Drainage Construction

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 Drainage District # 1

Address: 2802 S. Business Hwy 281, Edinburg, Tx 78539

Ph/Fx Number: 956-318-2626 Email: _____

Scope of Work Description: Edinburg WWTP Effluent Line Roadway Crossings

Date Completed: 2013 Total Cost: 763,581.39

****

2. Owner: Hidalgo County

Address: 2802 S. Business Hwy 281, Edinburg, Tx 78539

Ph/Fx Number: 956-318-2626 Email: _____

Scope of Work Description: Road & Drainage Improvements at Rancho Escondido Subdivision

Date Completed: 2013 Total Cost: $379,063.33

****

3. Owner: Hidalgo County Precinct # 2

Address: 2802 S. Business Hwy 281, Edinburg, Tx 78539

Ph/Fx Number: 956-318-2626 Email: _____

Scope of Work Description: Road & Draiange Improvements at Mid-Valley Estates

Date Completed: 2012 Total Cost: $ 317,767

****

4. Owner: Hidalgo County

Address: 2802 S. Business Hwy 281, Edinburg, Tx 78539

Ph/Fx Number: 956-318-2626 Email: _____

Scope of Work Description: Road & Drainage Improvements at Pentecostal Subdivision

Date Completed: 2012 Total Cost: $ 190,325.60

****

5. Owner: Hidalgo County Precinct # 2 & Urban County Program

Address: 2802 S. Business Hwy 281, Edinburg, Tx 78539

Ph/Fx Number: 956-318-2626 Email: _____

Scope of Work Description: South Tower Road Improvement

Date Completed: 2012 Total Cost: $ 418,500.00

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

Texas Department of Transportation - US 281 Highway Reconstruction

Texas Department of Transportation - Edinburg Safe Routes to School Phase II

Texas Department of Transportation - Edinburg Safe Routes to School Phase I

4. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County's project that will comprise at least 20% of the total project cost. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

   Failure to submit the information as required may result in a disqualification of your bid.

   None

5. **PERFORMANCE OF WORK BY BIDDER:** Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

   The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

   Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this 18th day of October, 2016.

By Raul Iglesias

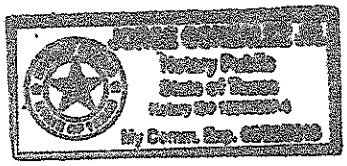
Title Member

Subscribed and sworn to me this 12th day of October, 2016

By: _____

Notary Public in and for Hidalgo County, Texas

My commission expires 05/20/2019



SALES TAX AND LOCAL SALES TAX
EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statues of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statues of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the 1st day of November, 2016.

Contractor

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 1
FEMA Road Drainage Improvements Work Authorization No.4:
Mile 4 North Road (between FM 491 and Pedro Martinez Road, Mercedes, Texas)

BID NO. 2016-364-10-19-SM4

RFB SUBMITTAL CHECK LIST

All forms listed below must be submitted in the RFB response. If forms are not submitted, your response may be considered as non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

- ✓ Page 9 of Legal Notice
- ✓ Exhibit "C" – Acknowledgement forms (pages 3 and 4)
- ✓ Exhibit "D1 Revised CIQ Form –Copy of County Clerk File Recording fee receipt
- ✓ Exhibit "E" Proposers Affidavit
- ✓ Vendor Bidder Application and IRS form W-9
- ✓ Certification Regarding Debarment
- ✓ Statement of Credentials
- ✓ Submittal Check List
- _____ One (1) Original, three (3) Copies of Response.

Signature | RAUUL IGLEISAS (Printed Name) | 10/19/2016 (Date)

BID PAGE

Hidalgo County
Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements Work Authorization No. 4: Mile 4 North (between FM 491 and Pedro Martinez Road, Mercedes, Texas)
Bid No.: 2016-364-10-19-SMA

SCOPE OF WORK DESCRIPTION:
Drainage Improvements to Mile 4 North

BID PRICE: $ 143,045.30

BIDDER/COMPANY NAME: ASAGO, LLC dba ASAGO CONSTRUCITON

ADDRESS: 2113 PECOS ST.

CITY/STATE/ZIP CODE: MISSION, TX 78572

PHONE & FAX NO.'S: 956-607-0741 7 956-585-7040

CELLULAR #: 956-279-9787

AUTHORIZED SIGNATURE:

PRINTED NAME: RAUL IGLESIAS

TITLE: MEMBER

OPENED
10:02 10-19-16

Witness

BID FOR UNIT PRICE CONTRACTS

PLACE HIDALGO COUNTY
DATE 10/19/2016
PROJECT NO. 2016-364-10-19-SMA

Proposal of ASAGO, LLC (hereinafter called "Bidder") a corporation/ a partnership, or an individual doing business as: ASAGO CONSTRUCTION.

TO the **Hidalgo County – Precinct No. 1** (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of ROAD & DRAINAGE IMPROVEMENTS - MILE 4 NORTH having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is part.

Bidder hereby agrees to commence work under this contract on or about date to be specified in written "Notice to Proceed" of the owner and to fully complete the project within 90 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of $250.00 for each consecutive calendar day thereafter as herein after provided in Paragraph 19 of the General Conditions.

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM:

Addendum # 1 on 10/17/2016

*Insert corporation, partnership or individual as applicable.

Bidder agrees to perform all of the **ROAD & DRAINAGE CONSTRUCTION** work described in the specifications and shown on plans, for the following unit prices:

ITEM NO.	ITEM DESCRIPTION		UNIT	UNIT QTY.	UNIT PRICE IN FIGURES (1)	TOTAL FIGURES
	Hidalgo County Precinct No. 1- Mile 4 North (between FM 491 and Pedro Martinez Road, Mercedes, Texas)					
1-1	Mobilization, Bonds and Insurance (not to exceed 3% of Total Bid) and project signage.		LS	1	$3,000.00	$3,000.00
1-2	Traffic Control Plan signed and sealed by a professional engineer licensed in Texas		LS	1	$3,000.00	$3,000.00
1-3	Excavate and haul away for reclamation 2-inch deep Asphalt wear surface and 4-inches of Caliche base, Note: base is 4 feet wider than wear surface. Treat existing sub base with 2% lime and compact to achieve proposed sub base.		SY	8,213.33	$1.00	$8,213.33
1-4	Install Biaxial Geogrid #1200 material over Sub Base.		SY	8,213.33	$1.25	$10,266.66
1-5	Furnish and Install 6-inch deep compacted Caliche Base course. Note: this Base Course is Four (4) Feet wider than the Asphalt Wear Course (Two (2) Feet wider on each side of the road) to provide a stable shoulder.		SY	8,213.33	$4.25	$34,906.65
1-6	Furnish and Apply a 1.5% Lime Treatment to the Caliche Base Material.		SY	8,213.33	$2.15	$17,658.66
1-7	Furnish and Apply a Prime Coat (MC-30) (0.2 GAL/SY) Asphaltic material on Caliche Base surface.		SY	7,040	$1.00	$7,040.00
1-8	Furnish, Install and Roll a 2-inch deep HMAC Type "D" Asphalt wear surface.		SY	7,040	$7.50	$52,800.00
1-9	Install pavement marking and lines.		SY	7,040	$0.50	$3,520.00
1-10	Regrade Roadside Ditches		LF	5,280	$0.50	$2,640.00
		Hidalgo County Precinct No.1 – Mile 4 North TOTAL BASE BID:				$143,045.30

TOTAL BASE BID: $ 143,045.30

(words) One Hundred Forty-Three Thousand Forty Five Dollars and Thrity Cents

(AMOUNTS ARE TO BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN)

The above unit price shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond, or Bonds as required by Paragraph 29 of the General Conditions. The bid security attached in the sum of

$ 5 % BID BOND .

($ _____) is to become the property of the Owner in the event that contract and the bond are not executed within the time above set forth, as liquidated damages for the delay and additional expenses to the owner caused thereby.

Respectfully submitted:

By: _____, MEMBER
(Title)

2113 PECOS ST., MISSION, TX 78572
(Business Address and Zip Code)

(SEAL – if bid is by a corporation)

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 Asago, LLC dba Asago Construction (hereinafter called the Principal(s)), as Principal(s), and Hartford Fire Insurance 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 Forty-Three Thousand Forty-Five. 30/100 Dollars ($ 143,045.30) 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 1st day of November, 20 16, for the Hidalgo County Precinct No. 1 - FEMA Road Drainage Improv - Mile 4 North Road 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 1st day of NOVEMBER, A.D., 20 16.

Asago, LLC dba Asago Construction
PRINCIPAL

ATTEST:

(Principal) Secretary
(Seal)

Signature

Anita Villarreal
Witness as to Principal

2113 Pecos St., Mission, TX 78572
Address

Raul Iglesias
Print/Type Name

2113 Pecos St., Mission, TX 78572
Address

ATTEST:

Hartford Fire Insurance Company
Surety

(Surety) Secretary
(Seal)

Attorney-in-Fact (Signature)

Phil Young
Witness as to Surety

400 W. Expressway 83, San Juan, TX 78589
Address

Andy Alvarez
Print/Type Name

400 W. Expressway 83, San Juan, TX 78589
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.

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 Asago, LLC, dba Asago Construction (hereinafter called the Principal(s), as Principal (s), and Hartford Fire Insurance 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 Forty-Three Thousand Forty-Five Dollars and Thirty Cents Dollars ($ 143,045.30) 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 1st day of November, 2016, for the Hidalgo Cty Pct # 1 - Fema Road Drainage Improvements - Mile 4 North Road 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 1st day of November, A.D., 2016.

Asago, LLC dba Asago Construction
PRINCIPAL

ATTEST:

(Principal) Secretary
(Seal)

Signature

PERFORMANCE BOND CONTINUED:

Anita Villarreal
Witness as to Principal

2113 Pecos St., Mission, TX 78572
Address

ATTEST:

(Surety Secretary

Phil Young
Witness as to Surety

400 W. Expressway 83, San Juan, TX 78589
Address

Raul Iglesias
Print/Type Name

2113 Pecos St., Mission, TX 78572
Address

Hartford Fire Insurance Company
Surety

Attorney-in-Fact (Signature)

Andy Alvarez
Print/Type Name

400 W. Expressway 83, San Juan, TX 78589
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.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call Hartford Insurance Group at the toll free telephone number for information or to make a complaint at:

1-800-392-7805

You may also write to The Hartford:

The Hartford
Hartford Financial Products
2 Park Avenue, 5th Floor
New York, New York 10016
1-212-277-0400

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
Fax Number (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for your information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja.

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de The Hartford Insurance Group para informacion o para someter una queja al

1-800-392-7805

Usted tambien puede escribir a The Hartford.

The Hartford
Hartford Financial Products
2 Park Avenue, 5th Floor
New York, New York 10016
1-212-277-0400

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
Fax Number (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con su agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Bond # 65BCSHN0595

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
Bond T-4
One Hartford Plaza
Hartford, Connecticut 06155
call: **888-266-3488** *or fax:* **860-757-5835)**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code:** 65-813646

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Andy Alvarez, Phil Young, Dewey Young of SAN JUAN, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

CERTIFICATE

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of November 1st, 2016

Signed and sealed at the City of Hartford.

Gary W. Stumper, Vice President

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

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1015 15th Street N.W., Washington, DC 20005

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345 East 47th Street, New York, NY 10017

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of
items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, perfomance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be
performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified perfomance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's perfomance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

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.

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.

END OF GENERAL DECISION

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

Sect. Name
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: R.S. 161, sec. 2, 48 Stat. 848; Reorg. Plan No. 14, of 1950, 64 Stat. 1267; 5 U.S.C. 301; 40 U.S.C. 276c.
Source: 29 FR 97, Jan. 4, 1964, unless otherwise noted.

29 CFR 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.

29 CFR 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 types, 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, 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 United States includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly 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 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 instrumentalities 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 instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

29 CFR 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 this part 3 and part 5 of this chapter during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, ``Statement of Compliance", or on an identical form on the back of WH 347, ``Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 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 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982]

29 CFR 3.4 - Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.
(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer 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.
(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

29 CFR 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.
(j) 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 Sec. 516.25(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 property 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 furnished 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 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.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

29 CFR 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 Sec. 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.

29 CFR 3.7 - Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under Sec. 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 1 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 Sec. 3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 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 thereby, 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.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

29 CFR 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 Sec. 3.6; and shall notify the applicant in writing of his decision.

29 CFR 3.9 - Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.

29 CFR 3.10 - Methods of payment of wages.

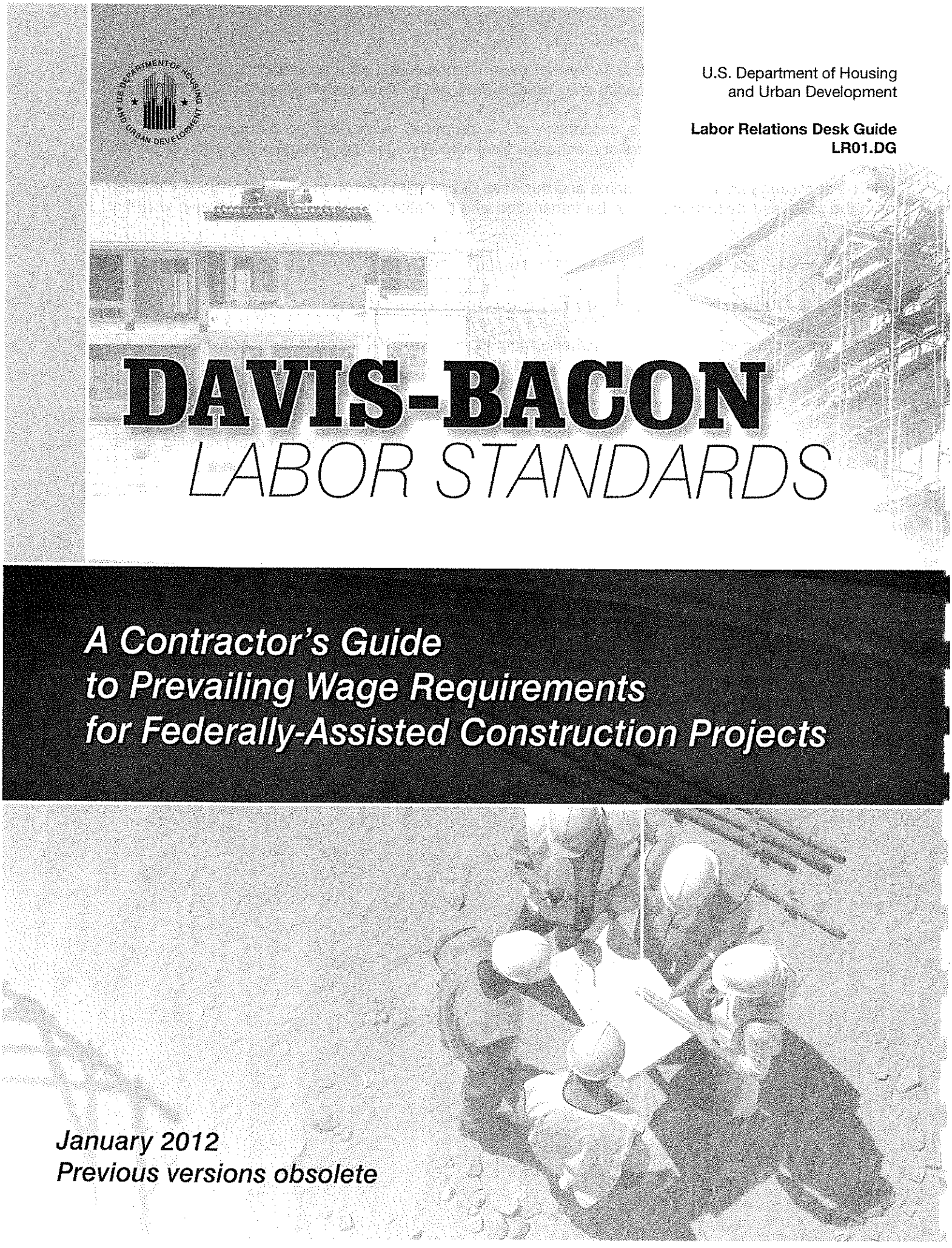
The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

29 CFR 3.11 - Regulations part of contract.

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 Sec. 5.5(a) of this subtitle.

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	DT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITHHOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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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

EQUAL HOUSING OPPORTUNITY

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.: 1235-0008
Expires: 01/31/2015

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
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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.

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. **Apprentices and Trainees.**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subpara-

graph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EMPLOYEE RIGHTS
UNDER THE DAVIS-BACON ACT
FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES — You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME — You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT — Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES — Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY — If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.

For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WHD U.S. Wage and Hour Division

WWW.WAGEHOUR.DOL.GOV

DERECHOS DEL EMPLEADO
BAJO LA LEY DAVIS-BACON
PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

SALARIOS PREVALECIENTES No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.

Para obtener información adicional:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WWW.WAGEHOUR.DOL.GOV

WHD U.S. Wage and Hour Division

Equal Employment Opportunity is
THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN
Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES
Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION
Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX
In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES
Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

La igualdad de oportunidades de empleo es

LA LEY

Empleadores privados, gobiernos locales y estatales, instituciones educativas, agencias de empleo y organizaciones de trabajo

Los postulantes y empleados de la mayoría de los empleadores privados, los gobiernos locales y estatales, las instituciones educativas, las agencias de empleo y las organizaciones de trabajo están protegidos por la ley federal contra la discriminación en función de:

RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA
El Título VII de la Ley de Derechos Civiles (Civil Rights Act) de 1964, con sus modificaciones, protege a los postulantes y a los empleados contra la discriminación en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo, en función de raza, color, religión, sexo (incluidas las embarazadas) o procedencia. La discriminación religiosa se refiere a la falta de adaptación razonable a las prácticas religiosas de un empleado, siempre y cuando dicha adaptación no provoque una dificultad económica desmedida para la compañía.

DISCAPACIDAD
Los Títulos I y V de la Ley de Estadounidenses con Discapacidades (Americans with Disabilities Act) de 1990, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía.

EDAD
La Ley contra la Discriminación Laboral por Edad (Age Discrimination in Employment Act) de 1967, con sus modificaciones, protege a los postulantes y empleados de 40 años o más contra la discriminación por cuestiones de edad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo.

SEXO (SALARIOS)
Además de lo establecido en el Título VII de la Ley de Derechos Civiles, con sus modificaciones, la Ley de Igualdad en las Remuneraciones (Equal Pay Act) de 1963, con sus modificaciones, también prohíbe la discriminación sexual en el pago de los salarios a las mujeres y los hombres que realicen básicamente el mismo trabajo, en empleos que requieran las mismas habilidades, esfuerzo y responsabilidad, en condiciones laborales similares, en el mismo establecimiento.

GENÉTICA
El Título II de la Ley de No Discriminación por Información Genética (Genetic Information Nondiscrimination Act, GINA) de 2008 protege a los postulantes y empleados contra la discriminación basada en la información genética en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La GINA también limita la adquisición de información genética por parte de los empleadores y condiciona de manera estricta su divulgación. La información genética incluye las pruebas genéticas de los postulantes, empleados o integrantes de sus familias, la manifestación de enfermedades o trastornos de los miembros de la familia (historia médica familiar) y las solicitudes o la recepción de servicios genéticos por parte de los postulantes, empleados o integrantes de sus familias.

REPRESALIAS
Todas estas leyes federales prohíben a las entidades cubiertas que tomen represalias en contra de una persona que presenta una cargo por discriminación, participa en un procedimiento por discriminación o que, de algún otro modo, se opone a una práctica laboral ilícita.

QUÉ DEBE HACER SI CONSIDERA QUE ES VÍCTIMA DE LA DISCRIMINACIÓN
Existen plazos estrictos para presentar cargos por discriminación laboral. A fin de preservar la capacidad de la Comisión para la Igualdad de Oportunidades en el Empleo (Equal Employment Opportunity Commission, EEOC) de actuar en representación suya y proteger su derecho a iniciar una demanda privada si fuese necesario en última instancia, debe comunicarse con la EEOC apenas sospeche que se produjo un hecho de discriminación: Comisión para la Igualdad de Oportunidades en el Empleo de los Estados Unidos, 1-800-669-4000 (línea gratuita) o 1-800-669-6820 (línea gratuita TTY para las personas con problemas auditivos). Puede encontrar información sobre las sucursales de la EEOC en www.eeoc.gov o en la mayoría de las guías telefónicas en la sección Gobierno Federal o Gobierno de los Estados Unidos. También puede obtener información adicional sobre la EEOC, incluso cómo presentar un cargo, en www.eeoc.gov.

Empleadores que tengan contratos o subcontratos con el gobierno federal

Los postulantes y empleados de las compañías que tengan un contrato o subcontrato con el gobierno federal están protegidos por la ley federal contra la discriminación en función de:

RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA
El Decreto Ejecutivo 11246, con sus modificaciones, prohíbe la discriminación en el trabajo en función de raza, color, religión, sexo o procedencia y exige que se implementen acciones afirmativas para garantizar la igualdad de oportunidades en todos los aspectos laborales.

PERSONAS CON DISCAPACIDADES
La Sección 503 de la Ley de Rehabilitación *(Rehabilitation Act)* de 1973, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía. La Sección 503 también exige que los contratistas federales implementen acciones afirmativas para emplear y avanzar en el empleo de personas idóneas con discapacidades en todos los niveles laborales, incluido el nivel ejecutivo.

VETERANOS DISCAPACITADOS, RECIÉN RETIRADOS, BAJO PROTECCIÓN Y CON MEDALLA POR SERVICIO A LAS FUERZAS ARMADAS
La Ley de Asistencia a la Readaptación de Veteranos de Vietnam *(Vietnam Era Veterans' Readjustment Assistance Act)* de 1974, con sus modificaciones, 38 U.S.C. 4212, prohíbe la discriminación laboral y exige que se implementen acciones afirmativas para emplear y avanzar en el empleo de los veteranos discapacitados, recién retirados (en el plazo de los tres años posteriores a la baja o al cese del servicio activo), otros veteranos bajo protección (los veteranos que prestaron servicio durante una guerra o en una campaña o expedición para la cual se les autorizó una insignia de campaña) y los veteranos con medalla por servicio a las Fuerzas Armadas (aquellos que durante el servicio activo, participaron en una operación militar de los Estados Unidos por la cual se los reconoció con una medalla por servicio a las Fuerzas Armadas).

REPRESALIAS
Quedan prohibidas las represalias contra una persona que presenta una demanda por discriminación, participa en un procedimiento de la Oficina de Programas de Cumplimiento de Contratos Federales (*Office of Federal Contract Compliance Programs*, OFCCP) o que se oponga, de algún otro modo, a la discriminación según estas leyes federales.

Toda persona que considere que un contratista violó sus obligaciones de acción afirmativa o no discriminación según las autoridades mencionadas anteriormente debe comunicarse de inmediato con:

La Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP), Departamento de Trabajo de los Estados Unidos, 200 Constitution Avenue, N.W., Washington, D.C. 20210, teléfono 1-800-397-6251 (línea gratuita) o (202) 693-1337 (línea TTY). También puede enviar un mensaje de correo electrónico a la OFCCP (OFCCP-Public@dol.gov) o bien, llamar a una de sus oficinas regionales o del distrito, las cuales aparecen en la mayoría de las guías telefónicas en la sección Gobierno de los Estados Unidos, Departamento de Trabajo.

Programas o actividades que reciben asistencia financiera federal

RAZA, COLOR, PROCEDENCIA, SEXO
Además de las protecciones establecidas en el Título VII de la Ley de Derechos Civiles de 1964 y sus modificaciones, el Título VI de dicha ley, con sus modificaciones, prohíbe la discriminación por raza, color o procedencia en los programas o las actividades que reciban asistencia financiera federal. La discriminación laboral está cubierta por el Título VI si el objetivo principal de la asistencia financiera es brindar empleo, o si la discriminación laboral provoca o puede provocar discriminación cuando se proporcionan los servicios de dichos programas. El Título IX de las Reformas Educativas de 1972 prohíbe la discriminación laboral según el sexo en los programas o las actividades educativas que reciben asistencia financiera federal.

PERSONAS CON DISCAPACIDADES
La Sección 504 de la Ley de Rehabilitación de 1973, con sus modificaciones, prohíbe la discriminación laboral por discapacidad en cualquier programa o actividad que reciba asistencia financiera federal. Queda prohibida la discriminación en todos los aspectos laborales contra las personas discapacitadas que, con o sin adaptaciones razonables, pueden desempeñar las funciones esenciales del trabajo.

Si cree que ha sido víctima de discriminación en algún programa de una institución que reciba asistencia financiera federal, debe comunicarse de inmediato con la agencia federal que brinda dicha asistencia.

EMPLOYEE RIGHTS AND RESPONSIBILITIES
UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement
FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements
Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections
During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements
Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition
A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave
An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave
Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities
Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities
Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers
FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement
An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.

EMPLOYEE RIGHTS
UNDER THE FAIR LABOR STANDARDS ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

FEDERAL MINIMUM WAGE
$7.25 PER HOUR
BEGINNING JULY 24, 2009

OVERTIME PAY

At least 1½ times your regular rate of pay for all hours worked over 40 in a workweek.

CHILD LABOR

An employee must be at least **16** years old to work in most non-farm jobs and at least **18** to work in non-farm jobs declared hazardous by the Secretary of Labor.

Youths **14** and **15** years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs under the following conditions:

No more than
- **3** hours on a school day or **18** hours in a school week;
- **8** hours on a non-school day or **40** hours in a non-school week.

Also, work may not begin before **7 a.m.** or end after **7 p.m.**, except from June 1 through Labor Day, when evening hours are extended to **9 p.m.** Different rules apply in agricultural employment.

TIP CREDIT

Employers of "tipped employees" must pay a cash wage of at least $2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee's tips combined with the employer's cash wage of at least $2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference. Certain other conditions must also be met.

ENFORCEMENT

The Department of Labor may recover back wages either administratively or through court action, for the employees that have been underpaid in violation of the law. Violations may result in civil or criminal action.

Employers may be assessed civil money penalties of up to $1,100 for each willful or repeated violation of the minimum wage or overtime pay provisions of the law and up to $11,000 for each employee who is the subject of a violation of the Act's child labor provisions. In addition, a civil money penalty of up to $50,000 may be assessed for each child labor violation that causes the death or serious injury of any minor employee, and such assessments may be doubled, up to $100,000, when the violations are determined to be willful or repeated. The law also prohibits discriminating against or discharging workers who file a complaint or participate in any proceeding under the Act.

ADDITIONAL INFORMATION

- Certain occupations and establishments are exempt from the minimum wage and/or overtime pay provisions.
- Special provisions apply to workers in American Samoa and the Commonwealth of the Northern Mariana Islands.
- Some state laws provide greater employee protections; employers must comply with both.
- The law requires employers to display this poster where employees can readily see it.
- Employees under 20 years of age may be paid $4.25 per hour during their first 90 consecutive calendar days of employment with an employer.
- Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.

For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WHD U.S. Wage and Hour Division

WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division

WHD Publication 1088 (Revised July 2009)

DERECHOS DEL EMPLEADO
BAJO LA LEY DE NORMAS JUSTAS DE TRABAJO

SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

SALARIO MÍNIMO FEDERAL
$7.25 POR HORA

A PARTIR DEL 24 DE JULIO DE 2009

PAGO DE SOBRETIEMPO

Por lo menos tiempo y medio (1½) de su tasa regular de pago por todas las horas trabajadas en exceso de 40 en una semana laboral.

EMPLEO DE MENORES DE EDAD

El empleado ha de tener por lo menos **16** años de edad para trabajar en la mayoría de los trabajos no agrícolas y por lo menos tener **18** años para trabajar en trabajos no agrícolas declarados arriesgados por el/la Secretario(a) de Trabajo.

Jóvenes de **14** y **15** años de edad pueden trabajar fuera de horas escolares en varios trabajos que no sean en fabricación, minería, o arriesgados, bajo las siguientes condiciones:

No más de
- **3** horas en un día escolar o **18** horas en una semana escolar;
- **8** horas en un día no escolar o **40** horas en una semana no escolar.

Además, el trabajo no puede empezar antes de las **7 de la mañana** o terminar después de las **7 de la tarde** salvo del primero de junio hasta el Día de Labor, cuando las horas de la tarde se extienden hasta las **9 de la noche**. Se aplican reglas distintas al empleo agrícola.

CRÉDITO POR PROPINAS

Empresarios de empleados que reciben propinas han de pagar un salario en efectivo de por lo menos $2.13 por hora si declaran un crédito por propina contra sus obligaciones hacia el salario mínimo. Si las propinas del empleado combinadas con el salario en efectivo que paga el empresario de por lo menos $2.13 por hora no equivalen al salario mínimo por hora, el empresario ha de suplir la diferencia. También se tiene que cumplir con otras condiciones.

CUMPLIMIENTO

El Departamento de Trabajo puede recuperar salarios atrasados administrativamente o mediante acción legal en los tribunales, para empleados a los cuales se les haya pagado por debajo y en violación de la ley.

A los empresarios se les puede imponer penas pecuniarias civiles de hasta $1,100 por cada infracción intencional o repetida de las provisiones de la ley del pago del salario mínimo y del pago de sobretiempo y hasta $11,000 por cada empleado que sea empleado en violación de las provisiones de la ley sobre el empleo de menores. Adicionalmente, se puede imponer una pena pecuniaria civil de hasta $50,000 por cada infracción de las provisiones sobre el empleo de menores si causa la muerte o una lesión seria de un empleado menor de edad, y se pueden doblar dichas avaluaciones, hasta $100,000, cuando se determinan que las infracciones son intencionales o repetidas. La ley también prohíbe la discriminación o el despido del trabajador por haber presentado una denuncia o por participar en cualquier procedimiento bajo la Ley.

INFORMACIÓN ADICIONAL

- Ciertas ocupaciones y ciertos establecimientos están exentos de las provisiones de pago de salario mínimo y de sobretiempo.
- Se aplican provisiones especiales a trabajadores de Samoa Americana y de la Comunidad de las Islas Marianas del Norte.
- Algunas leyes estatales proveen más protecciones al empleado; el empresario ha de cumplir con ambas.
- La ley exige que los empresarios pongan este cartel donde los empleados lo puedan ver fácilmente.
- A los empleados menores de 20 años de edad se les puede pagar menos de $4.25 por hora durante los primeros 90 días civiles consecutivos de empleo con un empresario.
- Se les puede pagar menos del salario mínimo bajo ciertos certificados especiales emitidos por el Departamento de Trabajo a ciertos estudiantes de tiempo completo, estudiantes aprendices y a trabajadores con impedimentos.

Para información adicional:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WHD U.S. Wage and Hour Division

WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division

WHD 1088SPA (Revised July 2009)

CHANGE ORDER NUMBER ONE(1)

Project: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____
OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

SAMPLE

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/O! %	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 Payment	
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	

SAMPLE

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date _____

_____
CONTRACTOR

By: _____

State of _____
County of _____
Subscribed and sworn to before me this _____
day of _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

_____
ENGINEER

By: _____

Exhibit E-C

Estimate Quantity Update Worksheet Date:

Colonia:
Roadway:
Control:
Project No:
County:
Est. No: 1

Contractor:
Contract Price:
Work Done this Mo.:
% Complete: #DIV/0!

Date Began: ?
Contract Time: 120
Time Charged: 90
% Time Used: 75.00%

Work Type: Paving & Drainage
Limits:
From:
To:

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE													
	(902) PRELIMINARY ENGINEERING													
	(903) CONSTRUCTION ENGINEERING													
	(904) RIGHT-OF-WAY													
	(905) ROADWAY CONSTRUCTION													
100	PREP ROW	Sta.	1.100	$1,800.00	$1,980.00	0.000	0	$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	$0.00	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	$0.00	0.000	0	$0.00		0	$0.00		0	0.00
310	ASPH MATRL (MC-30)	GAL	246.7	$3.00	$0.00	0.000	0	$0.00		0	$0.00		0	0.00
500	MOBILIZATION	LS	1.000	$3,000.00	$0.00	0.000	0	$0.00		0	$0.00		0	0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1.000	$1,000.00	$0.00	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	1.000	$1,000.00	$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	400.00	$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	140.00	$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	$3.50	$84.00	0.000	0	$0.00		0	$0.00		0	0.00
3146	HOT MIX (TY D)	TON	105.5	$34.00	$3,587.00	0.000	0	$0.00		0	$0.00		0	0.00
5249	TEMP SEDMT CONT FENCE	LF	70.000	$3.00	$210.00	0.000	0	$0.00		0	$0.00		0	0.00
							0			0	$0.00		0	0.00
	(906) DRAINAGE													
464	RC PIPE (CL III)(18")	LF	404.000	$25.00	$10,100.00	0.000	0	$0.00		0	$0.00		0	0.00
464	RC PIPE (CL III)(24")	LF	120.000	$30.00	$3,600.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY A)	EA	2.000	$2,000.00	$4,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY C)	EA	2.000	$1,500.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	MANH (COMPL)(TYM)	EA	1.000	$2,000.00	$2,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET EXT.	EA	2.000	$700.00	$1,400.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(18")(RCP)(1:6)	EA	4.000	$550.00	$2,200.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(24")(RCP)(1:6)	EA	1.000	$650.00	$650.00	0.000	0	$0.00		0	$0.00		0	0.00

Monthly Totals:	$0.00	$0.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	$0.00	$0.00	0.00
Drainage (906):	$0.00	$0.00	0.00

Total to Date

Roadway (905):	$0.00
Drainage (906):	$0.00
Total	$0.00

Prepared and Checked By:

Signature: _____ Date: _____
Printed Name:

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No.: _____
Application Date: _____
Period To: _____
Engineer Firm: _____

SAMPLE

Summary													
CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Exhibit E-E

Exhibit E-E

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE

ASAGO CONSTRUCTION
"QUALITY AND SERVICE"

RAUL IGLESIAS
Manger

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956)607-0741 office
(956)585-7040 fax
iglesias@hiline.net

October 1, 2008

Mr. Javier Hinojosa, P.E.
Javier Hinojosa Engineering
4126 E. Dove Ave.
Mcallen, TX 78504

RE: Hidalgo County Colonia Access Program
Drainage and Paving Construction at El Sol Subdivision Unit # 1 & 2
Contract No.: C-CAP-08-021-7-01

Mr. Hinojosa:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

Rio Valley Pipe 7301 W. Exp. 83 Mission, TX 78572 (956)-584-5770

If you have any questions, please call me at (956) 607-0741

Best regards,
Raul Iglesias
Raul Iglesias, Manger

DRAFT

Exhibit E-H

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF_____

The undersigned contracted with _____
_____to furnish_____
in connection with certain improvements to real property located in_____
County, Texas, and owned by_____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No _____in the amount of_____
_____DOLLAR($_____)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

_____
CONTRACTOR

BY:_____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the_____day of_____,20__to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

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

CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON _____ DAY OF _____ ,20____A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: _____
OWNER: _____
CONSTRUCTION CONTRACTOR: _____
OF THE CITY OF _____ STATE OF _____

PROJECT DESCRIPTION

CONSTRUCTION OF _____

CONTRACT NO: _____
Located in or near the City/Precinct Of _____

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

   _____

2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract _____
   Present Amount of Contract _____
   Total Amount of earned to Date _____
   Less: previous payments _____
   Balance _____
   Authorized deductions _____
   AMOUNTY OF FINAL PAYMENT _____

6. That the final payment in the amount of _____

_____ is now due and payable.

_____
Engineer's Signature & License #

CONCURRED BY:

_____
Contractor's Name

By:_____

Title: _____

CONCURRED BY:

_____
City/Precinct

By:_____

Title: _____

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Form L

Contractor Name

Starting Date

Project Ending Date

Engineer's / County Project Description

Application No.:

Application Date:

Period To:

Engineer's / County Project No.:

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value Quan	Original Schedule Value Dollars	Revised Rates	Value Quan	Value Dollars	First Month Monthly Quan	First Month QTY to Date	First Month Item Cost (Monthly)	Second Month Monthly Quan	Second Month QTY to Date	Second Month Item Cost (Monthly)	Third Month Monthly Quan	Third Month QTY to Date	Third Month Item Cost (Monthly)	Total to Date	Balance To Finish Quan	Balance To Finish Dollars
		(605) 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 Place)	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	0.0
		Total Roadway				-			-			-			-			-	-	0.0	0.0
		(606) 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-D

CONSTRUCTION IDENTIFICATION SIGN:

Size, 4' – 0" X 8' – 0"
Letters to be brown with beige background

Construction Identification Signs To Be Erected Prior To Beginning of Actual Construction

Wood for Signs Shall Be ¾" Waterproofing Resin Bonded Exterior Grade Plywood (Douglas Fir Plywood Association of Equal)

Payment for Furnishing, Erecting, Maintenance and Removing Construction Identification Signs Will Not Be made Directly. Such Costs Shall be Included in the Overall Bid Submitted.

To Be Erected as Indicated on title Sheet.

HIDALGO PRECINCT NO. 1
A.C. CUELLAR, Jr., Commissioner

HIDALGO COUNTY PRECINCT NO. 1-
FEMA Road Drainage Improvements Work Authorization No.4: Mile 4 North Road (between FM 491 and Pedro Martinez Road, Mercedes, Texas)

COUNTY OFFICIALS

COUNTY JUDGE	RAMON GARCIA
COMMISSIONER PCT. #1	A.C. CUELLAR, Jr.
COMMISSIONER PCT. #2	EDDIE CANTU
COMMISSIONER PCT. #3	JOE FLORES
COMMISSIONER PCT. #4	JOSEPH PALACIOS

CONTRACTOR

ENGINEER

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC
512 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363
Texas Registered Engineering Firm F-11722

Hidalgo County Precinct No. 1
FEMA Road Drainage Improvements Work Authorization No.4:
Mile 4 North Road (between FM 491 and Pedro Martinez Road, Mercedes, Texas)
Hidalgo County, Texas

Technical Specifications

SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

01010	Scope of Work	1
01110	Summary of Work	1
01145	Use of Premises	3
01321	Construction Photography	2
01330	Submittal Procedures	4
01410	TPDES Requirements	3
01454	Testing Laboratory Services	3
01502	Mobilization	1
01504	Temporary Facilities and Controls	8
01555	Traffic Control and Regulation	1
01570	Storm Water Pollution Control	11
01572	Source Controls for Erosion and Sedimentation	4
01573	Filter Fabric Fence	3
01575	Stabilized Construction Exit	3
01576	Waste Material Disposal	1
01578	Control of Ground Water and Surface Water	4
01720	Project Record Documents	2

DIVISION 2 – SITE WORK

02040	Seeding for Erosion Control	2
02200	Earthwork & Site Grading	4
02233	Clearing and Grubbing	2
02270	Soil Erosion and Sediment Control	3
02316	Excavation and Backfill for Structures	7
02330	Embankment	3
02580	Pavement Marking	2
02738	Lime Slurry	5
02739	Lime Treatment	9
02741	Asphaltic Concrete Pavement	6
02742	Prime Coat	4
02743	Tack Coat	3
02746	Geogrid	4
02920	Topsoiling and Finished Grading	2

END OF DOCUMENT

Division 1
General Requirements

SECTION 01010

SCOPE OF WORK

This Scope of Work and any accompanying drawings are intended as a guide to the Contractor in identifying the work to be accomplished in completing this project. This Scope of Work may not be all inclusive and the Contractor shall be responsible for providing all supervision, labor, materials, equipment, direction, and coordination necessary to perform and totally complete the work in conformance with the drawings and specifications. If an "or equal" substitution is made for any of the recommended items shown in the specifications or drawings, the Contractor shall be responsible for providing all the necessary physical modifications to fully accommodate the substitution at no change in contract price.

PART 1. GENERAL

1.01 CIVIL

A. Provide all civil work per specifications and drawings – Drainage improvements to Mile 4 North Road between FM 491 and Pedro Martinez Road, Mercedes, Texas.

1.02 PIPING

A. Not Applicable.

1.03 CONSTRUCTION RECORD DRAWINGS

A. The Contractor shall maintain a complete master set of construction "red-line" drawings to document any field changes to the "Issued for Construction" drawing set which shall accurately depict the "As-Built" construction of the road. Following completion, this drawing set shall be turned over to the Engineer for updating the Record "As-Built" drawings.

B. Any drawings and documentation which are to be supplied by the Contractor, shall be updated to accurately depict the "As-Built" construction of the road and turned over to the Engineer following completion of the project. These items shall be certified by the Contractor's Project Manager as accurate and complete.

1.04 SUBCONTRACTOR COORDINATION

The Contractor shall be responsible for coordination of the work between his various subcontractors to prevent conflicts and schedule interruptions.

1.05 SAFETY REQUIREMENTS

A. The Contractor shall provide all safety equipment required by his employees to meet Occupational Safety and Health Administration (OSHA) safety requirements.

END OF SECTION 01010

Section 01110

SUMMARY OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Summary of the Work including work by Owner, Owner furnished products, Work sequence, future Work, Contractor use of Premises, and Owner occupancy.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

A. Work of the contract is for Mile 4 North Road between FM 491 and Pedro Martinez Road, Mercedes, Texas, drainage improvements.

1.03 CASH ALLOWANCES

A. Include the Cash Allowances shown in the Proposal, if any.

1.04 ALTERNATES

A. Include the Alternates shown in the Proposal, if any.

1.05 OWNER FURNISHED PRODUCTS

A. The Owner will furnish no products.

1.06 OWNER FURNISHED UTILITIES

A. The Owner will furnish no utilities.

1.07 WORK SEQUENCE

A. Work sequence will be the responsibility of the Contractor using good construction practices.

B. Coordination of the Work: Refer to Section 01312 – Coordination and Meetings.

1.08 CONTRACTOR USE OF PREMISES

A. Comply with procedures for access to the site and Contractor's use of rights-of-way as specified in Section 01145 - Use of Premises.

B. Construction Operations: Limited to Owner's rights-of-way provided by Owner.

C. Utility Outages and Shutdown: Provide notification to the Owner and private utility companies (when applicable) a minimum of 48 hours, excluding weekends and holidays, in advance of required utility shutdown. Coordinate all work as required.

1.09 WARRANTY

A. Comply with warranty requirements in accordance with Document 00700 - General Conditions.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

Section 01145

USE OF PREMISES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Section includes general use of the site including properties inside and outside of rights-of-way, work affecting road, ramps, streets and driveways and notification to adjacent occupants.

1.02 RIGHTS-OF-WAY

A. Confine access and operations and storage areas to rights-of-way provided by Owner as stipulated in Document 00700 - General Conditions; trespassing on abutting lands or other lands in the area is not allowed.

B. Contractor may make arrangements, at Contractor's cost, for temporary use of private properties, in which case Contractor and Contractor's surety shall indemnify and hold harmless the Owner against claims or demands arising from such use of properties outside of rights-of-way.

C. Restrict total length which materials may be distributed along the route of the construction at any one time to 1,000 linear feet unless otherwise approved in writing by Resident Project Representative.

1.03 PROPERTIES OUTSIDE OF RIGHTS-OF-WAY

A. Altering the condition of properties adjacent to and along rights-of-way will not be permitted.

B. Means, methods, techniques, sequences, or procedures which will result in damage to properties or improvements in the vicinity outside of rights-of-way will not be permitted.

C. Any damage to properties outside of rights-of-ways shall be repaired or replaced to the satisfaction of the Resident Project Representative and at no cost to the Owner.

1.04 USE OF SITE

A. Obtain approvals of governing authorities prior to impeding or closing public roads or streets. Do not close more than two consecutive intersections at one time.

B. Notify Resident Project Representative at least 48 hours prior to closing a street for a street crossing. Permission for street closures is required in advance and are the responsibility of the Contractor.

C. Maintain access for emergency vehicles including access to fire hydrants.

D. Avoid obstructing drainage ditches or inlets; when obstruction is unavoidable due to requirements of the Work, provide grading and temporary drainage structures to maintain unimpeded flow.

E. Locate and protect private lawn sprinkler systems which may exist on rights-of-ways within the site. Repair or replace damaged systems to condition equal to or better than that existing at start of Work at no separate payment.

F. Perform daily clean-up of dirt outside the construction zone, and debris, scrap materials, and other disposable items. Keep streets, driveways, and sidewalks clean of dirt, debris and scrap materials. Do not leave building, roads, streets or other construction areas unclean overnight.

1.05 NOTIFICATION TO ADJACENT OCCUPANTS

A. Notify individual occupants in areas to be effected by the Work of the proposed construction and time schedule. Notification shall be not less than 72 hours or more than 2 weeks prior to work being performed within 200 feet of the homes or businesses.

B. Include in notification names and telephone numbers of two company representatives for resident contact, who will be available on 24-hour call. Include precautions which will be taken to protect private property and identify potential access or utility inconvenience or disruption.

C. Consideration shall be given to the ethnicity of the neighborhood where English is not the dominant language. Notice shall be in an understandable language.

1.06 PUBLIC, TEMPORARY, AND CONSTRUCTION ROADS AND RAMPS

A. Construct and maintain temporary detours, ramps, and roads to provide for normal public traffic flow when use of public roads or streets is closed by necessities of the Work.

B. Provide mats or other means to prevent overloading or damage to existing roadways from tracked equipment or large or heavy trucks or equipment.

1.07 EXCAVATION IN STREETS AND DRIVEWAYS

A. Avoid needless hindering or inconveniencing public travel on a street or any intersecting alley or street for more than two blocks at any one time.

B. Remove surplus materials and debris and open each block for public use as work in that block is complete.

C. Acceptance of any portion of the Work will not be based on return of street to public use.

D. Avoid obstructing driveways or entrances to private property.

E. Provide temporary crossing or complete the excavation and backfill in one continuous operation to minimize the duration of obstruction when excavation is required across drives or entrances.

1.08 TRAFFIC CONTROL

A. Provide traffic control plan, traffic control, flagmen, signals, control devices, lights, traffic signals, barricades and signs in accordance with the State of Texas Manual on Uniform Traffic Control Devices.

1.09 SURFACE RESTORATION

A. Restore site to condition existing before construction to satisfaction of Resident Project Representative.

B. Repair paved area per the requirements of Section 02951 - Pavement Repair and Resurfacing.

C. Repair turf areas which become damaged, level with bank run sand conforming to Section 02317 - Excavation and Backfill for Utilities, or topsoil conforming to Section 02911 - Topsoil, as

2. Date and time photographs were taken.

3. Location and compass direction of the photograph, along with the project number.

4. Date shall be on negative (35mm) or on digital image.

5. Provide notation of vantage point marked for location and direction of shot, on a key plan of the site.

C. Sufficient number of photographs shall be taken to show the existence or non-existence of cracked paved surfaces and the condition of trees, shrubs, and grass.

D. Identify each photograph with an applied label or rubber stamp on the back with the following information:

1. Name of the Project.

2. Name and address of the photographer (if a professional photographer is used).

3. Name of the Contractor.

4. Date the photograph was taken.

5. Photographs shall be in plastic pockets and bound in three-ring notebook for easy access and viewing.

2.02 PROGRESS PHOTOGRAPHS

A. Take photographs of subject matter selected by Resident Project Representative at intervals, coinciding with the cutoff date associated with each application for payment. Select the vantage points for each shot each month to best show the status of construction and progress since the last photographs were taken.

1. Vantage Points: Follow direction by the Resident Project Representative to select vantage points. During each of the following construction phases take not less than 2 of the required shots from the same vantage point each time to create a time-lapse sequence.

2. Photos shall be submitted according to Paragraphs 1.03 B. and 2.01 B and D.

PART 3 EXECUTION - Not Used

END OF SECTION

Section 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Submittal procedures for:

1. Project Record Documents.

2. Design Mixes.

1.02 SUBMITTAL PROCEDURES

A. Scheduling and Handling:

1. Schedule submittals well in advance of the need for the material or equipment for construction. Allow time to make delivery of material or equipment after submittal has been approved.

2. Develop a submittal schedule that allows sufficient time for initial review, correction, resubmission and final review of all submittals. The Engineer will review and return submittals to the Contractor as expeditiously as possible but the amount of time required for review will vary depending on the complexity and quantity of data submitted. In no case will a submittal schedule be acceptable which allows less than 30 days for initial review by the Engineer. This time for review shall in no way be justification for delays or additional compensation to the Contractor. Recognizing that time is of the essence, the Contractor is to stamp the top of each submittal with the words ROUTINE or CRITICAL. Routine submittals shall be processed in accordance with the timeframe set forth previously. Critical submittals are those that: were overlooked by the Contractor, involve complex coordination, or are crucial to the successful completion of a specific portion of the project. For critical submittals:

i. Contractor shall indicate on the submittal his realistically estimated date of when a review must be returned;

ii. Upon return of critical submittals, Contractor shall date-stamp the transmittal page with date and time received;

iii. Contractor is cautioned that the use of critical submittals is not a substitute for proper due diligence on his part. Review of critical submittals found to be routine shall be accompanied by an invoice for excess time and material expenditures that were required in order to complete the critical review as compared to a routine review. The Resident Project Representative shall make the determination as to whether a critical submittal was in fact routine.

3. The Engineer's review of submittals covers only general conformity to the Drawings, Specifications and dimensions which affect the layout. The Contractor is responsible for quantity determination. Quantities may be verified by the Engineer. The Contractor is responsible for any errors, omissions or deviations from the Contract requirements; review of submittals in no way relieves the Contractor from his obligation to furnish required items according to the Drawings and Specifications.

4. Submit sufficient copies of documents. Unless otherwise specified in the following paragraphs or in the Specifications, provide 6 copies in addition to the number the Contractor requires returned. For portions of the project involving electrical or signal components, provide one additional copy (7 copies in addition to the number the Contractor requires returned).

5. Revise and resubmit submittals as required. Identify all changes made since previous submittal.

6. A maximum of three (3) reviews will be conducted on any one submittal. Submittals requiring more than three (3) reviews will be considered inadequate and result in a recovery of review expenses from the Contractor.

7. The Contractor shall assume the risk for material or equipment which is fabricated or delivered prior to approval. No material or equipment shall be incorporated into the Work or included in periodic progress payments until approval has been obtained in the specified manner.

B. Transmittal Form and Numbering:

1. Transmit each submittal to the Engineer with a Transmittal Cover.

2. Sequentially number each transmittal form beginning with the number 1. Re-submittals shall use the original number with an alphabetic suffix (i.e., 2A for first re-submittal of Submittal 2 or 15C for third re-submittal of Submittal 15). Each submittal shall only contain one type of work, material, or equipment. Mixed submittals will not be accepted.

3. Identify time nature of submittal, either ROUTINE or CRITICAL.

4. Identify variations from requirements of Contract Documents and identify product or system limitations.

5. For submittal numbering of video tapes, see paragraph 1.10 Video.

C. Transmittal Cover:

1. Transmittal Cover, certifying that the items have been reviewed in detail and are correct and in accordance with Contract Documents, except as noted by any requested variance. A stamp may be used to print the information on the Transmittal Cover except for the Contractor's signature. Regardless of whether the transmittal cover is typed or stamped, the transmittal cover text shall be a minimum of fourteen (14) point.

2. As a minimum, Transmittal Cover information shall include:

   a. Contractor's name.
   b. Job number.
   c. Submittal number.
   d. Certification statement that the Contractor has reviewed the submittal and it is in compliance with the Contract Documents.
   e. Signature line for Contractor.
   f. Submittal type – routine or critical

3. The bottom half of the Transmittal Cover shall be kept blank.

1.03 PROJECT RECORD DOCUMENTS

A. Submit Project Record Documents to the Engineer.

1.04 DESIGN MIXES

A. When specified in Specifications, submit design mixes for review.

B. Transmittal Cover, as described in paragraph 1.02C, shall be placed on front page of each design mix.

C. Mark each design mix to identify proportions, gradations, and additives for each class and type of design mix submitted. Include applicable test results on samples for each mix.

D. Maintain a copy of approved design mixes at mixing plant.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N

A. Submittals made as part of this project will become a vital portion of the project record and will be referenced by the Owner for the useful life of the project. All submittals shall be of high quality. To this end, the following requirements are made:

i. As much as possible, all catalog cuts and manufacturer's information shall be original.

ii. Copies, when required, shall be clean and entirely legible.

iii. Neither facsimiles nor copies of facsimiles are to be included as part of any submittal.

iv. Binders, if used, shall be rugged, lock-ring type. Spine of binders shall be clearly labeled with the information outlined in items 1.02 C.2.a. through c.

B. Reviewed submittals shall be returned to Contractor for distribution to subcontractors and other trades as required. As a minimum, submittals returned to the Contractor will be marked with review comments indicating findings of the review and giving instruction as to necessity of a re-submittal. The Engineer may, at his option, use a stamp for this purpose. Detailed correspondence covering the review may also accompany returned submittals.

END OF SECTION

SECTION 01410

TPDES REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Documentation to be prepared and signed by Contractor before conducting construction operations, in accordance with the Texas Pollutant Discharge Elimination System (TPDES) Construction General Permit Number TXR 150000 issued March 5, 2003 (the Construction General Permit).

B. Implementation, maintenance inspection, and termination of storm water pollution prevention control measures including, but not limited to, erosion and sediment controls, storm water management plans, waste collection and disposal, off-site vehicle tracking, and other appropriate practices shown on the Drawings or specified elsewhere in the contract.

C. Review of the Storm Water Pollution Prevention Plan (SWP3) implementation with Engineer prior to start of construction.

1.02 DEFINITIONS

A. Commencement of Construction Activities: The exposure of soil resulting from activities such as clearing, grading, and excavating.

B. Large Construction Activity: Project that:

1. disturbs five acres or more, or

2. disturbs less than five acres but is part of a larger common plan of development that will disturb five acres or more of land.

C. Small Construction Activity: Project that:

1. disturbs one or more acres but less than five acres, or

2. disturbs less than one acre but is part of a larger common plan of development that will ultimately disturb one or more acres but less than five acres.

D. TPDES Operator:

1. The person or persons who have day-to-day operational control of the construction activities which are necessary to ensure compliance with the SWP3 for the site or other Construction General Permit conditions.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 SITE SPECIFIC STORM WATER POLLUTION PREVENTION PLAN (SWP3)

A. Prepare a SWP3 following Part III of the Construction General Permit and the Storm Water Management Handbook for Construction Activities issued under Owner Ordinance Section 47-695(b). If conflicts exist between the Construction General Permit and the handbook, the more stringent requirements will apply.

B. Update or revise the SWP3 as needed during the construction following Part III, Section E of the Construction General Permit.

C. Submit the SWP3 and any updates or revisions to Engineer for review and address comments prior to commencing, or continuing, construction activities.

3.02 NOTICE OF INTENT for Large and Small Construction Activity

A. Fill out, sign, and date TCEQ Form 20022 (02/03) Notice of Intent (NOI) for Storm Water Discharges Associated with Construction Activity under the TPDES Construction General Permit (TXR 150000), SEE ATTACHMENT of this Section 01410.

B. Transmit the signed Contractor's copy of TCEQ Form 20022 (02/03), along with a $100.00 check, made out to Texas Commission on Environmental Quality.

C. Submission of the Notice of Intent form by the Contractor to TCEQ is required a minimum of two days before Commencement of Construction Activities.

3.03 CERTIFICATION REQUIREMENTS

A. Fill out TPDES Operator's Information form, SEE ATTACHMENT of this Section 01410, including Contractor's name, address, and telephone number, and the names of persons or firms responsible for maintenance and inspection of erosion and sediment control measures. Use multiple copies as required to document full information.

B. Contractor and Subcontractors shall sign and date the Contractor's / Subcontractor's Certification for TPDES Permitting, SEE ATTACHMENT 4 this Section 01410.

C. Submit properly completed certification forms to Engineer for review before beginning construction operations.

D. Conduct inspections in accordance with TCEQ requirements. Ensure persons or firms responsible for maintenance and inspection of erosion and sediment control measures read, fill out, sign, and date the Erosion Control Contractor's Certification for Inspection and maintenance. Use the EPA NPDES Construction Inspection Form, SEE ATTACHMENT of this Section 01410; and the Owner's Storm Water Pollution Prevention Plan Construction Site Inspection Report, SEE ATTACHMENT of this Section 01410 to record maintenance inspections and repairs.

3.04 RETENTION OF RECORDS

A. Keep a copy of this document and the SWP3 in a readily accessible location at the construction site from Commencement of Construction Activity until submission of the Notice of Termination (NOT) for Storm Water Discharges Associated with Construction Activity under TPDES Construction General Permit (TXR 150000) to TCEQ. Contractors with day-to-day operational control over SWP3 implementation shall have a copy of the SWP3 available at a central location, on-site, for the use of all operators and those identified as having responsibilities under the SWP3. Upon submission of the NOT, to TCEQ submit a copy of the SWP3 with all revisions to Engineer.

3.05 REQUIRED NOTICES

A. Post the following notices from effective date of the SWP3 until date of final site stabilization as defined in the Construction General Permit:

1. Post the TPDES permit number for Large Construction Activity, or a signed TCEQ Construction Site Notice for Small Construction Activity. Signed copies of the Owner's and Contractor's NOI must also be posted.

2. Post notices near the main entrance of the construction site in a prominent place for public viewing. Post name and telephone number of Contractor's local contact person, brief project description and location of the SWP3.

   a. If posting near a main entrance is not feasible due to safety concerns, coordinate posting of notice with Project Manager to conform to requirements of the Construction General Permit.

   b. If Project is a linear construction project (e.g.: road, utilities, etc.), post notice in a publicly accessible location near active construction. Move notice as necessary.

3. Post a notice to equipment and vehicles operators, instructing them to stop, check, and clean tires of debris and mud before driving onto traffic lanes. Post at each stabilized construction exit area.

4. Post a notice of waste disposal procedures in a readily visible location on site.

3.06 ON-SITE WASTE MATERIAL STORAGE

A. On-site waste material storage shall be self-contained and shall satisfy appropriate local, state, and federal rules and regulations.

B. Prepare list of waste material to be stored on-site. Update list as necessary to include up-to-date information. Keep a copy of updated list with the SWP3.

C. Prepare description of controls to reduce pollutants generated from on-site storage. Include storage practices necessary to minimize exposure of materials to storm water, and spill prevention and response measures consistent with best management practices. Keep a copy of the description with the SWP3.

3.08 NOTICE OF TERMINATION

A. Submit a NOTE, ATTACHMENT 7 of this Section 01410, to Project Manager within 30 days after:

1. Final stabilization has been achieved on all portions of the site that are the responsibility of the Contractor; or

2. Another operator has assumed control over all areas of the site that have not been stabilized; and

3. All silt fences and other temporary erosion controls have either been removed, scheduled to be removed as defined in the SWP3, or transferred to a new operator if the new operator has sought permit coverage.

B. Project Manager will complete Owner's NOT and submit Contractor and Owner's notices to the TCEQ and MS4 entities.

END OF SECTION

Section 01454

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Testing laboratory services and Contractor responsibilities related to those services.

1.02 REFERENCES

A. ASTM C 1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.

B. ASTM D 3666 - Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials.

C. ASTM D 3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.

D. ASTM E 329 - Specification for Minimum Requirements for Agencies Engaged the Testing and/or Inspection of Materials Used in Construction.

1.03 SELECTION AND PAYMENT

A. The Owner shall employ and pay for the services of an independent testing laboratory, or laboratories, to perform product and material quality control , perform in-place quality control and verification identified in individual Specification sections.

B. The Owner, with the assistance of the Engineer, shall have control of testing, sampling, and expenditures.

C. The Contractor shall coordinate the services of the project's Geotechnical Engineer of Record to conduct observation and testing of the subgrade preparation, and the selection, placement and compaction of select fill material. The foundation excavations for structures shall be observed by the Geotechnical Engineer of Record prior to steel and/or concrete placement to assess that the foundation materials are capable of supporting the design loads and are consistent with the subsurface materials described in the project's Geotechnical Engineering Study.

D. Employment of a testing laboratory by the Owner shall not relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents.

E. Remedial work and re-testing costs, resulting from deficiencies in materials and/or workmanship, shall be borne by the Contractor.

1.04 QUALIFICATION OF LABORATORY

A. Meet laboratory requirements of ASTM E 329 and applicable requirements of ASTM C 1077, ASTM D 3666, and ASTM D 3740.

B. Where a laboratory subcontracts any part of the testing services, such work shall be placed with a laboratory complying with the requirements of this Section.

1.05 LABORATORY REPORTS

A. The testing laboratory shall provide and distribute copies of laboratory reports to the distribution list provided by the Engineer.

B. One copy of each laboratory report distributed or faxed to the Contractor shall be kept at the site field office for the duration of the project.

C. Before close of business on the working day following test completion and review, reports which indicate failing test results shall be transmitted immediately via fax from the testing laboratory to the material supplier, Contractor, and Engineer.

1.06 LIMITS ON TESTING LABORATORY AUTHORITY

A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.

B. Laboratory may not approve or accept any portion of the Work.

C. Laboratory may not assume any duties of the Contractor.

D. Laboratory has no authority to stop the Work.

1.07 CONTRACTOR RESPONSIBILITIES

A. Provide safe access to the Work and to manufacturer's facilities for the Engineer, Engineer and for testing laboratory personnel.

B. Provide to the testing laboratory a copy of the construction schedule and a copy of each update to the construction schedule.

C. Notify the Engineer and the testing laboratory during normal working hours of the day previous to the expected time for operations requiring inspection and testing services. If the Contractor fails to make timely prior notification, then the Contractor shall not proceed with the operations requiring inspection and testing services.

D. Notify the Engineer 24 hours in advance if the Specification requires the presence of the Engineer or testing laboratory for sampling or testing.

E. Request and monitor testing as required to provide timely results and to avoid delay to the Work. Provide samples to the laboratory in sufficient time to allow the required test to be performed in accordance with specified test methods before the intended use of the material.

F. Cooperate with laboratory personnel in collecting samples on site. Provide incidental labor and facilities for safe access to the Work to be tested; to obtain and handle samples at the site or at source of products to be tested; and to facilitate tests and inspections including storage and curing of test samples.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N

3.01 CONDUCTING TESTING

A. Laboratory sampling and testing specified in individual Specification sections shall conform to the latest issues of ASTM standards, TxDOT methods, or other recognized test standards as approved by the Engineer.

B. The requirements of this section shall also apply to those tests for approval of materials, for mix designs, and for quality control of materials as performed by the testing laboratories employed by the Contractor.

END OF SECTION

Section 01502

MOBILIZATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Mobilization of construction equipment and facilities onto the site.

1.02 MEASUREMENT & PAYMENT

A. Measurement and payment for mobilization is on a stipulated price basis.

B. Mobilization payments will be made in accordance with the following provisions:

1. Authorization for payment of 50 percent of the Contract Price for mobilization will be made upon receipt and approval by Engineer of the following items, as applicable:

   a. Establishment of the field office for the Resident Project Representative where an office is required by other Sections;
   b. Establishment of the Contractor's office;.
   c. Establishment of Contractor's material and equipment storage areas (as evidenced by executed leases or rental agreement); and.
   d. Issuance of Notice to Proceed by Engineer to Contractor..

2. Authorization for payment of the remaining fifty (50) percent of the Contract Price for mobilization will be made upon completion of Work amounting to five (5) percent of the Contract Price less the mobilization unit price.

C. Mobilization payments will be subject to retainage amounts stipulated in the General Conditions.

D. All cost difference between the stipulated amount and the actual cost of the initial mobilization and the cost of all subsequent mobilization shall be included in the various other prices bid.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01504

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Temporary facilities and necessary controls for the Project, including utilities, telephone, sanitary facilities, storage sheds and building, safety requirements, first aid equipment, fire protection, security measures, protection of the Work and property, access roads and parking, environmental controls, pest and rodent control and disposal of trash, debris and excavated material.

B. Facilities and controls specified in this section are considered minimum for the Project. Provide additional facilities and controls for proper execution of the Work and to meet Contractor's responsibilities for protection of persons and property.

1.02 CONTRACTOR'S RESPONSIBILITY

A. Comply with applicable requirements specified in other sections of the Specifications.

1. Maintain and operate temporary facilities and systems to assure continuous service.

2. Modify and extend systems as the Work progress requires.

3. Completely remove temporary materials and equipment when no longer required.

4. Restore existing facilities used for temporary services to specified or original condition.

PART 2 P R O D U C T S - NOT USED

PART 3 E X E C U T I O N

3.01 TEMPORARY UTILITIES

A. Obtaining Temporary Service:

1. Make arrangements with utility service companies for temporary services.

2. Abide by rules and regulations of the utility service companies or authorities having jurisdiction.

3. Responsible for utility service costs until Date of Substantial Completion. Included are fuel, power, light, heat, and other utility services necessary for execution, completion, testing, and initial operation of the Work.

B. Water:

1. Provide water required for and in connection with work to be performed and for specified tests of piping, equipment, devices, or for other use as required for proper completion of the Work.

2. Water to be drawn from public fire hydrants. Obtain transit meter from Owner. Pay required deposit based on rates established by latest ordinance.

3. Provide and maintain an adequate supply of potable water for domestic

consumption by Contractor personnel, Engineer and representatives of the Owner.

C. Electricity and Lighting:

1. Provide electric power service required for the Work including required testing, lighting, operation of equipment, and other Contractor use.

2. Electric power service includes temporary power or generators required to maintain plant operations during scheduled shutdowns.

3. Minimum lighting level shall be 10 foot-candles for open areas; 20-foot-candles for stairs and shops. Provide a minimum of one 300-watt lamp for each 200 square feet of work area.

D. Temporary Heat and Ventilation:

1. Provide temporary heat necessary for protection or completion of the Work.

2. Provide temporary heat and ventilation to assure safe working conditions; maintain enclosed areas at a minimum of 50 degrees F.

E. Telephone:

1. Provide emergency telephone service at Project site for use by Contractor personnel and others performing work or furnishing services at the site.

F. Sanitary Facilities:

1. Provide and maintain sanitary facilities for persons on the site; comply with regulations of State and local departments of health.

2. Enforce use of sanitary facilities by construction personnel at site. Enclose sanitary facilities. Pit-type toilets are not permitted. No discharge will be allowed from these facilities. Collect and store sewage and waste so as not to cause nuisance or health problems. Haul sewage and waste off-site and properly dispose in accordance with applicable regulations.

3. Locate toilets near the Work site and secluded from view insofar as possible. Keep toilets clean and supplied throughout the course of the Work.

3.02 STORAGE SHEDS AND BUILDINGS

A. Provide adequately ventilated, watertight storage facilities with floor above ground level for Products susceptible to weather damage.

B. Storage of Products not susceptible to weather damage may be on blocks off the ground.

C. Store Products in a neat and orderly manner. Place Products to permit easy access for identification, inspection and inventory.

D. Fill and grade site for temporary structures to provide drainage away from temporary and existing buildings.

3.03 SAFETY REQUIREMENTS

A. Submit a safety program at the pre-construction meeting and follow the Program. Include documented response to trench safety requirements of Section 02260 - Trench Safety

System.

B. Conduct operations in strict accordance with applicable Federal, State and local safety codes and statutes and with good construction practice. Establish and maintain procedures for safety of all work, personnel and equipment involved in the Work.

C. Observe and comply with Texas Occupational Safety Act (Art. 5182a, V.C.S.) and with all safety and health standards promulgated by Secretary of Labor under Section 107 of Contract Work Hours and Standards Act, published in 29 CFR Part 1926 and adopted by Secretary of Labor as occupational safety and health standards under Williams-Steiger Occupational Safety and Health Act of 1970, and to other legislation enacted for safety and health of Contractor employees. Safety and health standards apply to Subcontractors and Suppliers as well as to the Contractor.

D. Observance of and compliance with safety regulations is Contractor's responsibility without reliance or superintendence of or direction by Engineer. Immediately advise Engineer of investigation or inspection by Federal Safety and Health inspectors of Contractor's or Subcontractor's work or place of work on site under the Contract, and after investigation or inspection, advise Engineer of results. Submit one copy of accident reports to Engineer within 10 days of occurrence.

E. Protect areas occupied by workmen using the best available devices for detection of lethal and combustible gases. Test devices frequently to assure functional capability. Constantly observe infiltration of liquids into the Work area for visual or odor evidence of contamination, and immediately take appropriate steps to seal off entry of contaminated liquids to the Work area.

F. Implement safety measures, including but not limited to safety personnel, first-aid equipment, ventilating equipment and other safety equipment specified or detailed on Drawings.

G. Maintain required coordination with City Police and Fire Departments during entire period covered by the Contract.

H. Include Project safety analysis in safety plan. Itemize major tasks and potential safety hazards. Plan to eliminate hazards or protect workers and public from each hazard.

3.04 FIRST AID EQUIPMENT

A. Provide a first aid kit throughout the construction period. List telephone numbers for physicians, hospitals, and ambulance services in each first aid kit.

B. Have at least one person thoroughly trained in first aid and CPR procedures present on the site when work is in progress. Contractor to conform to protocols and requirements for training and protection against "blood borne pathogens".

3.05 FIRE PROTECTION

A. Conform to specified fire protection and prevention requirements established by Federal, State, or local governmental agencies and as provided in Safety Program.

3.06 SECURITY MEASURES

A. Protect the Work, materials, equipment, and property from loss, theft, damage, or vandalism. Protect Owner property used in performance of the Contract.

B. If existing fencing or barriers are breached or removed for purposes of construction, provide and maintain temporary security fencing equal to existing.

3.07 PROTECTION OF UTILITIES AND PIPELINES

A. Prevent damage to existing public utilities during construction. Approximate locations of known utilities are shown on Drawings, but all lines may not be shown. Excavate with caution and repair lines damaged by construction operations.

B. Use the Utility Coordinating Committee One Call System which must be called 48 hours in advance. The toll free telephone number is 1-800-669-8344, Texas One Call System.

C. Before excavating, locate underground utilities by appropriate means including the use of metal detection equipment, and probes, or by excavation or surveys. Repair damage caused by investigative work and by failure to locate or to preserve underground utilities.

D. Give utility owners a minimum five days notice before commencing excavation to allow time to locate utilities and make adjustments or relocations when they conflict with the Work. Include cost for temporary relocation of water, wastewater, and storm drainage lines, necessary to accommodate construction, in unit prices for utility construction unless otherwise noted. Bypassing of sanitary waste to storm drainage facilities is not allowed.

E. Prior to excavation near pipelines, request a representative of the pipeline company to meet with Contractor to locate the pipelines of proposed utility.

3.08 PROTECTION OF THE WORK AND PROPERTY

A. Preventive Actions

1. Take necessary precautions and actions to prevent damage, injury, or loss to the Work or public and private property, including:

a. Storage of apparatus, supplies, and Products in an orderly, safe manner to limit interference with progress of the Work or work of other contractors, utility service companies, or the Owner's operations.

b. Suitable storage for Products subject to damage by exposure to weather, theft, breakage, etc.

c. Limitation of loading pressures imposed upon portions of the Work.

d. Frequent clean up of refuse, scrap materials, and debris from construction operations, necessary to maintain the site in a safe and orderly condition.

e. Provision of barricades and guard rails to protect pedestrian and traffic around openings, scaffolding, temporary stairs and ramps, excavations, elevated walkways, and other hazardous areas.

2. Protect public and private property adjacent to the site. Obtain written consent before entering or occupying privately-owned land except on easements provided for construction. Restore property damaged by construction operations to condition equal to or better than that existing before the damage.

B. Barricades and Warning Systems

1. Where work is performed on or adjacent to roadways, rights-of-ways, or public land, provide barricades, fences, lights, warning signs, danger signals, and other precautionary measures necessary for protection of persons or property and for protection of the Work.

    a. Erect sufficient barricades to keep vehicles and pedestrians from entering the Work. Paint barricades to be visible at night. From sunset to sunrise, provide at least one light at each barricade.

    b. Maintain barricades, signs, lights, and provide watchmen until Engineer approves removal. Whenever work creates encroachment onto public roadways, station flagmen to manage traffic flow in accordance with approved traffic control plan.

    c. Conform to requirements of section 01555 - Traffic Control and regulation.

C. Protection of Existing Structures

1. Underground Facilities:

    a. Known Underground Facilities are shown on the Drawings but all Facilities may not be shown. Explore sufficiently ahead of trenching and excavation work to locate Underground Facilities in order to prevent damage to them and to prevent interruption of utility services. Restore damage to Underground Facilities to original condition at no additional cost to the Owner.

    b. If necessary to avoid unanticipated Underground Facilities, Engineer may make changes in location of the Work.

    c. If permanent relocation of an Underground Facility is required and not provided for in the Contract documents, Engineer will direct Contractor in writing to perform the Work.

2. Surface Structures include buildings, tanks, walls, bridges, roads, dams, channels, open drainage, piping, poles, wires, posts, signs, markers, curbs, walks, guard cables, fencing, and other facilities that are visible above the ground level.

3. Protection of Underground Facilities and Surface Structures:

    a. Support in place and protect Underground Facilities and Surface Structures located within or adjacent to the limits of the Work from damage. Install supports as required by the owner of the structure. Satisfy Engineer that the owner of the facility or structure has approved methods and procedures before installing structure supports.

    b. Avoid moving or changing public utility or private corporation property without prior written consent of a responsible official of the facility or structure. Allow representatives of utilities to enter the construction site for maintenance and repair purposes or to make necessary changes.

    c. Notify utility and pipeline owners and operators of the nature of construction operations and dates when operations will be performed. When construction operations are required in immediate vicinity of existing structures, pipelines, or utilities, give a minimum of five working

days advance notice. Probe and flag location of Underground Facilities prior to commencement of excavation. Keep flags in place until construction operations uncover the facility.

d. Assume risk for damages and expenses to Underground Facilities and Surface Structures within or adjacent to the Work.

e. Employ a structural engineer to ensure protection measures are adequate for the safety and integrity of structures and facilities.

E. Protection of Installed Products:

1. Provide protection of Installed Products to prevent damage from subsequent operations. Remove protection facilities when no longer needed, prior to completion of the Work.

2. Control traffic to prevent damage to Products and surfaces.

3. Provide coverings to protect Products from damage. Cover projections, wall corners, jambs, sills, and exposed sides of openings in areas used for traffic and passage of materials in subsequent work.

3.09 ROADS AND PARKING

A. Prevent interference with traffic and operations of the Owner on existing roads.

B. Designate temporary parking areas to accommodate construction and Owner personnel. When site space is not adequate, provide additional off-site parking.

C. Minimize use by construction traffic on existing streets and driveways.

D. Do not allow heavy vehicles or construction equipment in existing parking areas.

3.10 ENVIRONMENTAL CONTROLS

A. Use methods, equipment, and temporary construction necessary for control of environmental conditions at the site and adjacent areas.

B. Comply with statutes, regulations, and ordinances relating to prevention of environmental pollution and preservation of natural resources including National Environmental Policy Act of 1969, PL 91-190, Executive Order 11514.

C. Minimize impact to the surrounding environment. Do not use construction procedures that cause unnecessary excavation and filling of terrain, indiscriminate destruction of vegetation, air or stream pollution, or harassment or destruction of wildlife.

D. Limit disturbed areas to boundaries established by the Contract. Do not pollute on-site streams, sewers, wells, or other water sources.

E. Do not burn rubbish, debris or waste materials.

3.11 POLLUTION CONTROL

A. Provide methods, means, and facilities necessary to prevent contamination of soil, water or the atmosphere by discharge of Pollutants from construction operations.

B. Provide equipment and personnel to perform emergency measures to contain spillage, and to remove contaminated soils or liquids. Excavate and dispose of contaminated earth off-site in accordance with laws and regulations, and replace with suitable compacted fill

and topsoil.

C. Provide systems necessary for control of Pollutants.

1. Prevent toxic concentrations of chemicals.

2. Prevent harmful dispersal of Pollutants into the environment.

D. Use equipment that conforms to current Federal, State, and local laws and regulations.

3.12 PEST AND RODENT CONTROL

A. Provide rodent and pest control as necessary to prevent infestation of construction or storage areas.

B. Employ methods and use materials that will not adversely affect conditions at site or on adjoining properties.

3.13 NOISE CONTROL

A. Provide vehicles, equipment, and use construction activities that minimize noise to the greatest degree practicable. Conform to noise levels of Chapter 30 -Noise and Sound Level Regulation, City Code of Ordinances, and latest OSHA standards. Do not permit noise levels to interfere with the Work or create a nuisance to surrounding areas.

B. Conduct construction operations during daylight hours except as approved by Engineer.

C. Select construction equipment that operates with minimum noise and vibration. When directed by Engineer, correct objectionable noise or vibration produced by operation of equipment at no additional cost to the Owner. Sound Power Level (PWL) of equipment shall not exceed 85 dbA (re: 10-12 watts) measured five feet from the equipment, or at a lower level if prescribed by City Ordinances. Equipment noise requirements are contained in equipment specifications.

3.14 DUST CONTROL

A. Use water or other methods approved by Engineer to control amount of dust generated by vehicle and equipment operations.

3.15 WATER RUNOFF AND EROSION CONTROL

A. Comply with requirements of Section 01410 - TPDES Requirements.

B. Conduct fill, grading and ditching operations and provide adequate methods necessary to control surface water, runoff, subsurface water, and water from excavations and structures in order to prevent damage to the Work, the site, or adjoining properties.

1. Plan and execute construction and earthwork by methods that control surface drainage from cuts and fills, and from borrow and waste disposal areas.

2. Minimize area of bare soil exposed at one time.

3. Provide temporary control measures, such as berms, dikes, and drains.

4. Provide, operate, and maintain equipment and facilities of adequate size to control surface water.

5. Construct fill and waste areas by selective placement of materials to eliminate erosion of surface silts or clays that may erode.

6. Direct water away from excavations, pits, tunnels, and other construction areas to prevent erosion, sedimentation or damage.

7. Maintain existing drainage patterns adjacent to the site by constructing temporary earth berms, sedimentation basins, retaining areas, and temporary ground cover.

8. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to the site or adjoining areas, in conformance with environmental requirements.

9. Inspect earthwork periodically to detect any evidence of erosion. Take corrective measures as required to control erosion.

END OF SECTION - 01504

Section 01555

TRAFFIC CONTROL AND REGULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Traffic Control and Regulation

1.02 METHODS OF PAYMENT

A. No separate payment will be made for traffic control and regulation. Include the cost of traffic control and regulation in unit price for work requiring such control.

1.03 REFERENCES

A. Texas Manual of Uniform Traffic Control Devices (TMUTCD)

B. Texas Department of Transportation (TxDOT) permit (if applicable)

C. Railroad company permit(s) (if applicable)

1.04 PERFORMANCE REQUIREMENTS

A. Provide all necessary signs, barricades, marking, lighting, and other equipment and supplies required to comply with the TMUTCD (and TxDOT permit, and/or Railroad Company permit, if applicable)

B. Provide all necessary certified flagmen required to comply with the TMUTCD (and TxDOT permit, if applicable)

PART 2 PRODUCTS

A. Equipment and materials must be furnished, installed and operated by an experienced contractor regularly engaged in traffic control system design, installation and operation.

B. All equipment must be in good repair and operating order.

C. Sufficient standby equipment and materials shall be kept available to ensure continuous operation, where required.

PART 3 EXECUTION

A. Provide labor, material, equipment, techniques and methods required to provide safe traffic control and regulation. Monitor effectiveness of the installed system and its effect on adjacent property.

B. Notify, TxDOT and/or Railroad Company as required by the permit(s) (if applicable).

C. Provide continuous system operation, including nights, weekends and holidays. Arrange for appropriate backup if electrical power is primary energy source for traffic control system.

D. Remove system(s) upon completion of construction or when traffic control is no longer required.

END OF SECTION

SECTION 01570

STORM WATER POLLUTION CONTROL

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Implementation of Storm Water Pollution Prevention Plans (SWP3) described in Section 01410 - TPDES Requirement.

B. Installation and maintenance of storm-water pollution prevention structures: diversion dikes, interceptor dikes, diversion swales, interceptor swales, down spout extenders, pipe slope drains, paved flumes and level spreaders. Structures are used during construction and prior to final development of the site.

C. Filter Fabric Fences:

1. Type 1: Temporary filter fabric fences for erosion and sediment control in non-channelized flow areas.

2. Type 2: Temporary reinforced filter fabric fences for erosion and sediment control in channelized flow areas.

D. Straw Bale Fence.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices

1. Payment for filter fabric fence if included in Bid Form is on a linear foot basis measured between limits of beginning and ending of stakes.

2. Payment for reinforced filter fabric fence if included in Bid Form is on a linear foot basis measured between limits of beginning and ending of stakes.

3. Payment for drop inlet baskets if included in Bid Form is on a unit price basis for each drop inlet basket.

4. Payment for storm inlet sediment traps if included in Bid Form is on a unit price basis for each storm inlet sediment trap.

5. Payment for storm-water-pollution-prevention structures if included in Bid Form is on a lump sum basis for the project. Earthen structures with outlet and piping includes diversion dikes, interceptor dikes, diversion swales, interceptor swales, and excavated earth-outlet sediment trap, embankment earth-outlet sediment trap, down spout extenders, pipe slope drains, paved flumes, stone outlet sediment trap, and level spreaders.

6. Payment for straw bale barrier, if included in Bid Form, is on a linear foot of accepted bale barriers, if not include in cost of storm-water-pollution-prevention structures.

7. Payment for brush berm, if included in Bid Form, is on a linear foot of accepted rush berm, if not include in cost of storm water-pollution-prevention structures.

8. Payment for sandbag barrier, if included in Bid Form, is on a linear foot basis measured between limits of beginning and ending of sandbags, if not include in

cost of storm-water-pollution prevention structures.

9. Payment for sediment basin with pipe outlet or stone outlet, if included in Bid Form, is on a square yard basis, if not include in cost of storm-water-pollution-prevention structures.

10. Payment for inlet protection barriers, if included in Bid Form, is on a linear foot basis measured along outside face of inlet protection barrier, if not include in cost of storm-water-pollution prevention structures.

11. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum) Contract. If Contract is Stipulated Price Contract, payment for Work in this Section is included in total Stipulated Price.

1.03 REFERENCE STANDARDS

A. ASTM

1. A 36 - Standard Specification for Carbon Structural Steel.

2. D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).

3. D3786 - Standard Test Method for Hydraulic Bursting Strength for Knitted Goods and Nonwoven Fabrics.

4. D 4355 - Standard Test Method for Deterioration of Geotextiles from Exposure to Ultraviolet Light and Water (Xenon-Arc Type Apparatus).

5. D 4491 - Standard Test Methods for Water Permeability of Geotextiles by Permittivity.

6. D 4632 - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.

7. D 4833 - Standard Test Method for Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products.

8. D 6382 - Standard Practice for Dynamic Mechanical Analysis and Thermogravimetry of Roofing and Waterproofing Membrane Material.

1.04 SYSTEM DESCRIPTIONS

A. Filter Fabric Fence Type 1 and Type 2: Install to allow surface or channel runoff percolation through fabric in sheet-flow manner and to retain and accumulate sediment. Maintain Filter Fabric Fences to remain in proper position and configuration at all times.

B. Straw Bale Fence: Install to allow surface runoff percolation through straw in sheet-flow manner and to retain and accumulate sediment. Maintain Straw Bale Fence to remain in proper position and configuration at all times.

C. Interceptor Dikes and Swales: Construct to direct surface or channel runoff around the project area or runoff from project area into sediment traps.

D. Drop Inlet Baskets: Install to allow runoff percolation through the basket and to retain and accumulate sediment. Clean accumulation of sediment to prevent clogging and backups.

E. Sediment traps: Construct to pool surface runoff from construction area to allow sediment to settle onto the bottom of trap.

1.05 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.

B. Submit manufacturer's literature for product specifications and installation instructions.

C. Submit manufacture's catalog sheets and other product data on geotextile or filter fabrics, outlet pipe, perforated riser and connectors.

D. Submit proposed methods, equipment, materials, and sequence of operations for storm-water pollution prevention structures.

E. Submit shop drawings for Drop Inlet Baskets.

PART 2 P R O D U C T S

2.01 CONCRETE

A. Concrete: Class B in accordance with Section 03315 - Concrete for Utility Construction or as shown on the Drawings.

2.02 AGREGATE MATERIALS

A. Use poorly graded cobbles with diameter greater than 3 inches and less than 5 inches.

B. Provide gravel lining in accordance with Section 2320 - Utility Backfill Materials or as shown on the drawings.

C. Provide clean cobbles and gravel consisting of crushed concrete or stone. Use clean, hard crushed concrete or stone free from adherent coatings, salt, alkali, dirt, clay, loam, shale, soft or flaky materials, or organic matter.

D. Sediment Pump Pit Aggregate: Use nominal 2-inch diameter river gravel.

2.03 GEOTEXTILE FILTER FABRIC

A. Woven or nonwoven geotextile filter fabric made of either polypropylene, polyethylene, ethylene, or polyamide material, in continuous rolls of longest practical length.

B. Grab Strength: 100 psi in any principal direction (ASTM D-4632), Mullen burst strength >200 psi (ASTM D-3786), and equivalent opening size between 50 and 140.

C. Furnish ultraviolet inhibitors and stabilizers for minimum 6 months of expected usable construction life at temperature range of 0 degrees F to 120 degrees.

D. Mirafi, Inc., Synthetic Industries, or equivalent

2.05 FENCING

A. Wire Fencing: Woven galvanized steel wire, 14 gauge by 6-inch square mesh spacing, minimum 24 inch roll or sheet width of longest practical length.

B. Fence Stakes: Nominal 2 by 2 inch moisture-resistant treated wood or steel posts (min. of 1.25 lbs. per linear foot and Brinell Hardness greater than 140) with safety caps on top; length as required for minimum 8 inch bury and full height of filter fabric.

2.06 SANDBAGS

A. Provide woven material made of polypropylene, polyethylene, or polyamide material.

1. Minimum unit weight of four ounces per square yard.

2. Minimum grab strength of 100 psi in any principal direction (ASTM D4632).

3. Mullen burst strength exceeding 300 psi (ASTM D3786).

4. Ultraviolet stability exceeding 70 percent.

5. Size: Length:18 to 24 inches. Width: 12 to 18 inches. Thickness: 6 to 8 inches. Weight: 50 to 125 pounds.

2.07 DROP INLET BASKET

A. Provide steel frame members in accordance with ASTM A36.

B. Construct top frame of basket with two short sides of 2 inch by 2 inch and single long side of 1 inch by 1 inch, 1/8 inch angle iron. Construct basket hangers of 2 inch by 1/4 inch iron bars. Construct bottom frame of 1 inch by 1/4 inch iron bar or 1/4 inch plate with center 3 inches removed. Use minimum 1/4 inch diameter iron rods or equivalent for sides of inlet basket. Weld minimum of 14 rods in place between top frame/basket hanger and bottom frame. Exact dimensions for top frame and insert basket will be determined based on dimensions of type of inlet being protected.

2.08 STRAW BALE

A. Straw: Standard-baled agricultural hay bound by wire, nylon, or polypropylene rope. Do not use jute or cotton binding.

B. Straw Bale Stakes (applicable where bales are on soil): No. 3 (3/8 diameter) reinforcing bars, deformed or smooth at Contractor's option, length as required for minimum 18 inch bury and full height bales.

PART 3 E X E C U T I O N

3.01 PREPARATION, INSTALLATION AND MAINTAINANCE

A. Provide erosion and sediment control structures at locations shown on the Drawings.

B. Do not clear, grub or rough cut until erosion and sediment control systems are in place unless approved by Engineer to allow installation of erosion and sediment control systems, soil testing and surveying.

C. Maintain existing erosion and sediment control systems located within project site until acceptance of Project or until directed by Engineer to remove and discard existing system.

D. Regularly inspect and repair or replace damaged components of erosion and sediment control structures. Unless otherwise directed, maintain erosion and sediment control structure until project area stabilization is accepted. Redress and replace granular fill at outlets as needed to replenish depleted granular fill. Remove erosion and sediment control structures promptly when directed by Engineer.

E. Remove and dispose sediment deposits at the designated spoil site for the Project. If a project spoil site is not designated on Drawings, dispose of sediment off site at approved location.

F. Unless otherwise shown on the Drawings, compact embankments, excavations, and trenches in accordance with Section 02317 Excavation and Backfill for Utilities.

G. Prohibit equipment and vehicles from maneuvering on areas outside of dedicated right of

way and easements for construction. Immediately repair damage caused by construction traffic to erosion and sediment control structures.

H. Protect existing trees and plants.

SEDIMENT TRAPS

A. Install sediment traps so that surface runoff shall percolate through system in sheet flow fashion and allow retention and accumulation of sediment.

B. Inspect sediment traps after each rainfall, daily during periods of prolonged rainfall, and at a minimum once each week. Repair or replace damaged sections immediately.

C. Use fill material for embankment in accordance with Section 02320 - Utility Backfill Materials.

D. Excavation length and height shall be as specified on Drawings. Use side slopes of 2:1 or flatter.

E. Stone outlet sediment traps:

1. Maintain minimum of 6 inches between top of core material and top of stone outlet, minimum of 4 inches between bottom of core material and existing ground and minimum of 1 foot between top of stone outlet and top of embankment.

2. Embed cobbles minimum of 4 inches into existing ground for stone outlet. Core shall be a minimum of 1 foot in height and in width and wrapped in triple layer of geotextile filter fabric.

F. Sediment Basin with Pipe Outlet Construction Methods: Install outlet pipe and riser as shown on the Drawings.

G. Remove sediment deposits when design basin volume is reduced by one third or sediment level is one foot below principal spillway crest, whichever is less.

3.03 FILTER FABRIC FENCE CONSTRUCTION METHODS

A. Fence Type 1:

1. Install stakes 3 feet on center maximum and firmly embed minimum 8 inches in soil. If filter fabric is factory preassembled with support netting, then maximum support spacing is 8 feet. Install wood stakes at a slight angle toward the source of anticipated runoff.

2. Trench in the toe of the fence lines so the downward face of the trenches is flat and perpendicular to direction of flow. V-trench configuration as shown on Drawings may also be used.

3. Lay fabric along edges of trenches in longest practical continuous runs to minimize joints. Make joints only at a support post. Splice with minimum 6-inch overlap and seal securely.

4. Staple filter fabric to stakes at maximum 3 inches on center. Extend fabric minimum 18 inches and maximum 36 inches above natural ground.

5. Backfill and compact trench.

B. Fence Type 2:

1. Layout fence same as for Type 1.

2. Install stakes at 6 feet on center maximum and at each joint in wire fence, firmly embedded 1-foot minimum, and inclined it as for Type 1.

3. Tie wire fence to stakes with wire at 6 inches on center maximum. Overlap joints minimum one bay of mesh.

4. Install trench same as for Type 1.

5. Fasten filter fabric wire fence with tie wires at 3 inches on center maximum.

6. Layout fabric same as for Type 1. Fasten to wire fence with wire ties at 3 inches on center maximum and, if applicable, to stakes above top of wire fence it as for Type 1.

7. Backfill and compact trench.

C. Attach filter fabric to wooden fence stakes spaced a maximum of 6 feet apart or steel fence stakes spaced a maximum of 8 feet apart and embedded a minimum of 12 inches. Install stakes at a slight angle toward source of anticipated runoff.

D. Trench in toe of filter fabric fence with spade or mechanical trencher so that downward face of trench is flat and perpendicular to direction of flow. A V-trench configuration may also be used. Lay filter fabric along edges of trench. Backfill and compact trench upon completion of Construction.

E. Filter fabric fence shall have a minimum height of 18 inches and a maximum height of 36 inches above natural ground.

F. Cut length of fence to minimize use of joints. When joints are necessary, splice fabric together only at support post with minimum 6 inch overlap and seal securely.

G. Triangular Filter Fabric Fence Construction Methods

1. Attach filter fabric to wire fencing, 18 inches on each side. Provide a fabric cover and skirt with continuous wrapping of fabric. Skirt should form continuous extension of fabric on upstream side of fence.

2. Secure triangular fabric filter fence in place using one of the following methods:

   a. Toe-in skirt 6 inches with mechanically compacted material;

   b. Weight down skirt with continuous layer of 3-inch to 5-inch graded rock; or

   c. Trench-in entire structure 4 inches.

3. Anchor triangular fabric filter fence structure and skirt securely in place using 6-inch wire staples on 2-foot centers on both edges and on skirt, or staked using 18-inch by 3/8-inch diameter re-bar with tee ends.

4. Lap fabric filter material by 6 inches to cover segment joints. Fasten joints with galvanized shoat rings.

H. Reinforced Filter Fabric Barrier Construction Methods

1. Attach woven wire fence to fence stakes.

2. Securely fasten filter fabric material to wire fence with tie wires.

3. When used in swales, ditches or diversions, elevation of barrier at top of filter fabric at flow line location in channel shall be lower than bottom elevation of filter fabric at ends of barrier or top of bank, whichever is less, in order to keep storm water discharge in channel from overtopping bank.
4. Remove sediment deposits when silt reaches depth one-third height of barrier or 6 inches, whichever is less.

3.04 DIKE AND SWALE

A. Unless otherwise indicated, maintain minimum dike height of 18 inches, measured from cleared ground at up slope toe to top of dike. Maintain side slopes of 2:1 or flatter.

B. Dike and Swale Stabilization: When shown on the Drawings, place gravel lining 3 inches thick and compacted into the soil or 6 inches thick if truck crossing is expected. Extend gravel lining across bottom and up both sides of swale minimum height of 8 inches vertically, above bottom. Gravel lining on dike side shall extend up the up slope side of dike a minimum height of 8 inches, measured vertically from interface of existing or graded ground and up slope toe of dike, as shown on Drawings.

C. Divert flow from dikes and swales to sediment basins, stabilized outlets, or sediment trapping devices of types and at locations shown on Drawings. Grade dikes and swales as shown on Drawings, or, if not specified, provide positive drainage with maximum grade of 1 percent to outlet or basin.

E. Carry out excavation for swale construction so that erosion and water pollution is minimal. Minimum depth shall be 1 foot and bottom width shall be 4 feet, with level swale bottom. Excavation slopes shall be 2:1 or flatter. Clear, grub and strip excavation area of vegetation and root material.

3.05 DOWN SPOUT EXTENDER

A. Down spout extender shall have slope of approximately 1 percent. Use pipe diameter of 4 inches or as shown on the Drawings. Place pipe in accordance with Section 2317 - Bedding and Backfill for Utilities.

3.06 PIPE SLOPE DRAIN

A. Compact soil around and under drain entrance section to top of embankment in lifts appropriately sized for method of compaction utilized.

B. Inlet pipe shall have slope of 1 percent or greater. Use pipe diameter as shown on the Drawings.

C. Top of embankment over inlet pipe and embankments directing water to pipe shall be at least 1 foot higher at all points than top of inlet pipe.

D. Pipe shall be secured with hold-down grommets spaced 10 feet on centers.

E. Place riprap apron with a depth equal to pipe diameter with 2:1 side slopes.

3.07 PAVED FLUME

A. Compact soil around and under the entrance section to top of the embankment in lifts appropriately sized for method of compaction utilized.

B. Construct subgrade to required elevations. Remove and replace soft sections and unsuitable material. Compact subgrade thoroughly and shape to a smooth, uniform surface.

C. Construct permanent paved flumes in accordance with Drawings.

D. Remove sediment from riprap apron when sediment has accumulated to depth of one foot.

3.08 LEVEL SPREADER

A. Construct level spreader on undisturbed soil and not on fill. Ensure that spreader lip is level for uniform spreading of storm runoff.

B. Maintain at required depth, grade, and cross section as specified on Drawings. Remove sediment deposits as well as projections or other irregularities which will impede normal flow.

3.09 INLET PROTECTION BARRIER

A. Place sandbags and filter fabric fences at locations shown on the SWP3.

3.10 DROP INLET BASKET CONSTRUCTION METHODS

A. Fit inlet insert basket into inlet without gaps around insert at locations shown on the SWP3.

B. Support for inlet insert basket shall consist of fabricated metal as shown on Drawings.

C. Push down and form filter fabric to shape of basket. Use sheet of fabric large enough to be supported by basket frame when holding sediment and extend at least 6 inches past frame. Place inlet grates over basket/frame to serve as fabric anchor.

D. Remove sediment deposit after each storm event and whenever accumulation exceeds 1-inch depth during weekly inspections.

3.11 STRAW BALE FENCE CONSTRUCTION METHODS

A. Place bales in row with ends tightly abutting adjacent bales. Place bales with bindings parallel to ground surface.

B. Embed bale in soil a minimum of 4 inches.

C. Securely anchor bales in place with Straw Bale Stakes driven through bales a minimum of 18-inches into ground. Angle first stake in each bale toward previously laid bale to force bales together.

D. Fill gaps between bales with straw to prevent water from channeling between bales. Wedge carefully in order not to separate bales.

E. Replace with new straw bale fence every two months or as required by Engineer.

3.12 BRUSH BERM CONSTRUCTION METHODS

A. Construct brush berm along contour lines by hand placing method. Do not use machine placement of brush berm.

B. Use woody brush and branches having diameter less than 2-inches with 6inches overlap. Avoid incorporation of annual weeds and soil into brush berm.

C. Use minimum height of 18-inches measured from top of existing ground at upslope toe to top of berm. Top width shall be 24 inches minimum and side slopes shall be 2:1 or flatter.

D. Embed brush berm into soil a minimum of 4-inches and anchor using wire, nylon or polypropylene rope across berm with a minimum tension of 50 pounds. Tie rope securely to 18-inch x 3/8-inch diameter rebar stakes driven into ground on 4-foot centers on both sides of berm.

3.13 STREET AND SIDEWALK CLEANING

A. Keep areas clean of construction debris and mud carried by construction vehicles and equipment. If necessary, install stabilized construction exits at construction, staging, storage, and disposal areas.

3.14 WASTE COLLECTION AREAS

A. Prevent water runoff from passing through waste collection areas, and prevent water runoff from waste collection areas migrating outside collection areas.

3.15 EQUIPMENT MAINTENANCE AND REPAIR

A. Confine maintenance and repair of construction machinery and equipment to areas specifically designated for that purpose, so fuels, lubricants, solvents, and other potential pollutants are not washed directly into receiving streams or storm water conveyance systems. Provide these areas with adequate waste disposal receptacles for liquid and solid waste. Clean and inspect maintenance areas daily.

B. Where designated equipment maintenance areas are not feasible, take precautions during each individual repair or maintenance operation to prevent potential pollutants from washing into streams or conveyance systems. Provide temporary waste disposal receptacles.

3.16 VEHICLE/ EQUIPMENT WASHING AREAS

A. Install wash area (stabilized with coarse aggregate) adjacent to stabilized construction exit(s), as required to prevent mud and dirt run-off. Release wash water into drainage swales or inlets protected by erosion and sediment controls. Install gravel or rock base beneath wash areas.

B. Wash vehicles only at designated wash areas. Do not wash vehicles such as concrete delivery trucks or dump trucks and other construction equipment at locations where runoff flows directly into watercourses or storm water conveyance systems.

C. Locate wash areas to spread out and evaporate or infiltrate wash water directly into ground, or collect runoff in temporary holding or seepage basins.

3.17 WATER RUNOFF AND EROSION CONTROL

A. Control surface water, runoff, subsurface water, and water from excavations and structures to prevent damage to the Work, the site, or adjoining properties.

B. Control fill, grading and ditching to direct water away from excavations, pits, tunnels, and other construction areas, and to direct drainage to proper runoff courses to prevent erosion, sedimentation or damage.

C. Provide, operate, and maintain equipment and facilities of adequate size to control surface water.

D. Dispose of drainage water to prevent flooding, erosion, or other damage to the site or adjoining areas. Follow environmental requirements.

E. Retain existing drainage patterns external to the site by constructing temporary earth

berms, sedimentation basins, retaining areas, and temporary ground cover as required to control conditions.

F. Plan and execute construction and earth work to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.

1. Hold area of bare soil exposed at one time to a minimum.

2. Provide temporary controls such as berms, dikes, and drains.

G. Construct fill and waste areas by selective placement to eliminate surface silts or clays which will erode.

H. Inspect earthwork periodically to detect start of erosion. Immediately apply corrective measures as required to control erosion.

I. Dispose of sediments offsite, not in or adjacent to streams or floodplains, nor allow sediments to flush into streams or drainage ways. Assume responsibility for offsite disposal location.

J. Unless otherwise indicated, compact embankments, excavations, and trenches by mechanically blading, tamping, and rolling soil in maximum of 8 inch layers. Provide compaction density at minimum 90 percent Standard Proctor ASTM D-698-78 density. Make at least one test per 500 cubic yards of embankment.

K. Do not maneuver vehicles on areas outside of dedicated rights-of-way and easements for construction. Immediately repair damage to erosion and sedimentation control systems caused by construction traffic.

L. Do not damage existing trees intended to remain.

3.18 REMOVAL OF CONTROLS

A. Remove erosion and sediment controls when the site is finally stabilized or as directed by Engineer.

B. Dispose of sediments and waste products following Section 01504- Temporary Facilities.

END OF SECTION - 01570

Section 01572

SOURCE CONTROLS FOR EROSION AND SEDIMENTATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Description of erosion and sediment control and other control-related practices, which shall be utilized during construction activities.

1.02 UNIT PRICES

A. No separate payment will be made for work performed under this Section. Include cost of work performed under this Section in pay items of which this work is a component.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 PREPARATION AND INSTALLATION

A. No clearing and grubbing or rough cutting shall be permitted until erosion and sediment control systems are in place, other than site work specifically directed by the Resident Project Representative to allow soil testing and surveying.

B. Equipment and vehicles shall be prohibited by the Contractor from maneuvering on areas outside of dedicated rights-of-way and easements for construction. Damage caused by construction traffic to erosion and sediment control systems shall be repaired immediately by the Contractor.

C. The Contractor shall be responsible for collecting, storing, hauling, and disposing of spoil, silt, and waste materials as specified in this or other Specifications and in compliance with applicable federal, state, and local rules and regulations.

D. Contractor shall conduct all construction operations under this Contract in conformance with the erosion control practices described in the SWPPP, Drawings, and this Specification.

E. The Contractor shall install, maintain, and inspect erosion and sediment control measures and practices as specified in the SWPPP, Drawings, and in this or other Specifications.

3.02 TOPSOIL PLACEMENT FOR EROSION AND SEDIMENT CONTROL SYSTEMS

A. When topsoil is specified as a component of another Specification, the Contractor shall conduct erosion control practices described in this Specification during topsoil placement operations.

1. When placing topsoil, maintain erosion and sediment control systems, such as swales, grade stabilization structures, berms, dikes, waterways, and sediment basins.

2. Maintain grades which have been previously established on areas to receive topsoil.

3. After the areas to receive topsoil have been brought to grade, and immediately prior to dumping and spreading the topsoil, loosen the subgrade by discing or by scarifying to a depth of at least 2 inches to permit bonding of the topsoil to the subsoil.

4. No sod or seed shall be placed on soil which has been treated with soil sterilants until sufficient time has elapsed to permit dissipation of toxic materials.

3.03 SEDIMENT CONTROL MAINTENANCE

A. All erosion, sediment, and water pollution controls will be maintained in good working order. A rain gauge provided by the Contractor shall be located on the project site. Within 24 hours of a rainfall event of 0.5 inches or more as measured by the project rain gauge, the Contractor and the Resident Project Representative shall inspect the entire project to determine the condition of the control measures. Sediment shall be removed and devices repaired as soon as practicable but no later than 7 days after the surrounding ground has dried sufficiently to prevent further damage from equipment operations needed for repairs.

B. In the event of continuous rainfall over a 24 hour period, or other circumstances that preclude equipment operation in the area, the Contractor shall install additional backup storm water pollution control devices, as determined by the Resident Project Representative, by other appropriate methods. The Contractor shall remove sediment accumulations and deposit the spoils in an area approved by the Resident Project Representative as soon as practical and in accordance with the SWPPP. Any corrective action needed for the control measures is to be accomplished in the sequence directed by the Resident Project Representative; however, areas adjacent to receiving waters shall generally have priority, followed by devices protecting storm sewer inlets.

3.04 DUST CONTROL

A. Implement dust control methods to control dust creation and movement on construction sites and roads and to prevent airborne sediment from reaching receiving streams or storm water conveyance systems, to reduce on-site and off-site damage, to prevent health hazards, and to improve traffic safety.

B. Control blowing dust by using one or more of the following methods:

1. Mulches bound with chemical binders.

2. Temporary vegetative cover.

3. Spray-on adhesives on mineral soils when not used by traffic.

4. Tillage to roughen surface and bring clods to the surface.

5. Irrigation by water sprinkling.

6. Barriers using solid board fences, snow fences, burlap fences, crate walls, bales of straw, or similar materials.

C. Implement dust control methods immediately whenever dust can be observed blowing on the project site.

3.05 KEEPING STREETS CLEAN

A. Keep streets clean of construction debris and mud carried by construction vehicles and equipment. If necessary to keep the streets clean, install stabilized construction exits at construction, staging, storage, and disposal areas. A vehicle/equipment wash area (stabilized with coarse aggregate) may be installed adjacent to the stabilized construction exit, as needed. Release wash water into a drainage swale or inlet protected by erosion and sediment control measures. Construction exit and wash areas are specified in Section 01575 - Stabilized Construction Exit.

B. In lieu of or in addition to stabilized construction exits, shovel or sweep the pavement to the extent necessary to keep the street clean. Waterhosing or sweeping of debris and mud off of the street into adjacent areas is not allowed.

3.06 EQUIPMENT MAINTENANCE AND REPAIR

A. Confine maintenance and repair of construction machinery and equipment to areas specifically designated for that purpose. Locate such areas so that oils, gasoline, grease, solvents, and other potential pollutants cannot be washed directly into receiving streams or storm water conveyance systems. Provide these areas with adequate waste disposal receptacles for liquid as well as solid waste. Clean and inspect maintenance areas daily.

B. On a construction site where designated equipment maintenance areas are not feasible, take precautions during each individual repair or maintenance operation to prevent potential pollutants from washing into streams or conveyance systems. Provide temporary waste disposal receptacles.

3.07 WASTE COLLECTION AND DISPOSAL

A. Contractor shall formulate and implement a plan for the collection and disposal of waste materials on the construction site. In plan, designate locations for trash and waste receptacles and establish a collection schedule. Methods for ultimate disposal of waste shall be specified and carried out in accordance with applicable local, state, and federal health and safety regulations. Make special provisions for the collection and disposal of liquid wastes and toxic or hazardous materials.

B. Keep receptacles and waste collection areas neat and orderly to the extent possible. Waste shall not be allowed to overflow its container or accumulate from day-to-day. Locate trash collection points where they will least likely be affected by concentrated storm water runoff.

3.08 WASHING AREAS

A. Vehicles such as concrete delivery trucks or dump trucks and other construction equipment shall not be washed at locations where the runoff will flow directly into a watercourse or storm water conveyance system. Designate special areas for washing vehicles. Locate these areas where the wash water will spread out and evaporate or infiltrate directly into the ground, or where the runoff can be collected in a temporary holding or seepage basin. Beneath wash areas construct a gravel or rock base to minimize mud production.

3.09 STORAGE OF CONSTRUCTION MATERIALS AND CHEMICALS

A. Isolate sites where chemicals, cements, solvents, paints, or other potential water pollutants are stored in areas where they will not cause runoff pollution.

B. Store toxic chemicals and materials, such as pesticides, paints, and acids in accordance with manufacturers' guidelines. Protect groundwater resources from leaching by placing a plastic mat, packed clay, tar paper, or other impervious materials on any areas where toxic liquids are to be opened and stored.

3.10 DEMOLITION AREAS

A. Demolition activities which create large amounts of dust with significant concentrations of heavy metals or other toxic pollutants shall use dust control techniques to limit transport of airborne pollutants. However, water or slurry used to control dust contaminated with heavy metals or toxic pollutants shall be retained on the site and shall not be allowed to run directly into watercourses or storm water conveyance systems. Methods of ultimate disposal of these materials shall be carried out in accordance with applicable local, state, and federal health and safety regulations.

3.11 SANITARY FACILITIES

A. Provide and maintain sanitary facilities for persons on the job site; comply with the regulations of State and local departments of health.

B. Enforce the use of sanitary facilities by construction personnel at the job site. Such facilities shall be enclosed. Pit-type toilets will not be permitted. No discharge will be allowed form these facilities. Collect and store sewage and waste so as not to cause a nuisance or health problem; have sewer and waste hauled off-site and properly disposed in accordance with City regulations.

C. Located toilets near the Work site and secluded from view insofar as possible. Keep toilets clean and supplied throughout the course of the Work.

3.12 PESTICIDES

A. Use and store pesticides during construction in accordance with manufacturers' guidelines and with local, state, and federal regulations. Avoid overuse of pesticides which could produce contaminated runoff. Take great care to prevent accidental spillage. Never wash pesticide containers in or near flowing streams or storm water conveyance systems.

END OF SECTION

Section 01575

STABILIZED CONSTRUCTION EXIT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Installation of erosion and sediment control for stabilized construction exits used during construction and until final development of the site.

1.02 SUBMITTALS

A. Manufacturer's catalog sheets and other product data on geotextile fabric.

B. Sieve analysis of aggregates conforming to requirements of this Specification.

1.03 UNIT PRICES

A. No separate payment will be made for work performed under this Section. Include cost of work performed under this Section in pay items for which this work is a component.

1.04 REFERENCES

A. ASTM D 4632 - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.

PART 2 PRODUCTS

2.01 GEOTEXTILE FABRIC

A. Provide woven or nonwoven geotextile fabric made of either polypropylene, polyethylene, ethylene, or polyamide material.

B. Geotextile fabric shall have a minimum grab strength of 270 psi in any principal direction (ASTM D-4632), and the equivalent opening size between 50 and 140.

C. Both the geotextile and threads shall be resistant to chemical attack, mildew, and rot and shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable life at a temperature range of 0°F to 120°F.

D. Representative Manufacturers: Mirafi, Inc., or equal.

2.02 COARSE AGGREGATES

A. Coarse aggregate shall consist of crushed stone, gravel, crushed blast furnace slag, or a combination of these materials. Aggregate shall be composed of clean, hard, durable materials free from adherent coatings, salt, alkali, dirt, clay, loam, shale, soft or flaky materials, or organic and injurious matter.

B. Coarse aggregates shall conform to the following gradation requirements.

Sieve Size (Square Mesh)	Percent Retained (By Weight)
2-1/2"	0
2"	0 - 20
1-1/2"	15 - 50

3/4"	60 - 80
No. 4	95 - 100

PART 3 EXECUTION

3.01 PREPARATION AND INSTALLATION

A. If necessary to keep the street clean of mud carried by construction vehicles and equipment, Contractor shall provide stabilized construction roads and exits at the construction, staging, parking, storage, and disposal areas. Such erosion and sediment controls shall be constructed in accordance with the details shown on the Drawings and specified in this Section.

B. No clearing and grubbing or rough cutting shall be permitted until erosion and sediment control systems are in place, other than as specifically directed by the Resident Project Representative to allow soil testing and surveying.

C. Maintain existing erosion and sediment control systems located within the project site until acceptance of the project or until directed by the Resident Project Representative to remove and discard the existing system.

D. Regularly inspect and repair or replace components of stabilized construction exits. Unless otherwise directed, maintain the stabilized construction roads and exits until the project is accepted by the City. Remove stabilized construction roads and exits promptly when directed by the Resident Project Representative. Discard removed materials off site.

E. Equipment and vehicles shall be prohibited by the Contractor from maneuvering on areas outside of dedicated rights-of-way and easements for construction. Damage caused by construction traffic to erosion and sediment control systems shall be repaired immediately.

F. Conduct all construction operation under this Contract in conformance with the erosion control practices described in the Specification 01572 - Source Controls for Erosion and Sedimentation.

3.02 CONSTRUCTION METHODS

A. Provide stabilized construction exits, and truck washing areas when approved by Resident Project Representative, of the sizes and locations where shown on SWPPP or as specified in this Section.

B. Vehicles leaving construction areas shall have their tires cleaned to remove sediment prior to entrance onto public right-of-way. When washing is needed to remove sediment, Contractor shall construct a truck washing area. Truck washing shall be done on stabilized areas which drain into a drainage system protected by erosion and sediment control measures.

C. Details for stabilized construction exit shall be shown on the SWPPP. Construction of all other stabilized areas shall be to the same requirements. Roadway width shall be at least 14 feet for one-way traffic and 20 feet for two-way traffic and shall be sufficient for all ingress and egress. Furnish and place geotextile fabric as a permeable separator to prevent mixing of coarse aggregate with underlaying soil. Exposure of geotextile fabric to the elements between laydown and cover shall be a maximum of 14 days to minimize damage potential.

D. Roads and parking areas shall be graded to provide sufficient drainage away from stabilized areas. Use sandbags, gravel, boards, or similar methods to prevent sediment from entering public right-of-way, receiving stream or storm water conveyance system.

E. The stabilized areas shall be inspected and maintained daily. Provide periodic top dressing with additional coarse aggregates to maintain the required depth. Repair and clean out damaged control

measures used to trap sediment. All sediment spilled, dropped, washed, or tracked onto public right-of-way shall be removed immediately.

F. The length of the stabilized area shall be as shown on the SWPPP, but not less than 50 feet. The thickness shall not be less than 8 inches. The width shall not be less than the full width of all points of ingress or egress.

G. Stabilization for other areas shall have the same coarse aggregate, thickness, and width requirements as the stabilized construction exit, except where shown otherwise on the SWPPP.

H. Stabilized area may be widened or lengthened to accommodate truck washing area when authorized by Resident Project Representative.

I. Alternative methods of construction may be utilized when shown on SWPPP, or when approved by the Resident Project Representative. These methods include the following:

1. Cement-Stabilized Soil - Compacted cement-stabilized soil or other fill material in an application thickness of at least 8 inches.

2. Wood Mats/Mud Mats - Oak or other hardwood timbers placed edge-to-edge and across support wooden beams which are placed on top of existing soil in an application thickness of at least 6 inches.

3. Steel Mats - Perforated mats placed across perpendicular support members.

END OF SECTION

Section 01576

WASTE MATERIAL DISPOSAL

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Disposal of waste material and salvageable material.

1.02 UNIT PRICES

A. No separate payment will be made for waste material disposal under this Section. Include payment in unit price for related sections.

1.03 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittal Procedures.

B. Obtain and submit disposal permits for proposed disposal sites if required by local ordinances.

C. Submit a copy of written permission from property owner, along with description of property, prior to disposal of excess material adjacent to the Project. Submit a written and signed release from property owner upon completion of disposal work.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N

3.01 SALVAGEABLE MATERIAL

A. Excavated Material: When indicated on Drawings, load, haul, and deposit excavated material at a location or locations shown on Drawings outside the limits of Project.

B. Other Salvageable Materials: Conform to requirements of individual Specification Sections.

3.02 EXCESS MATERIAL

A. Vegetation, rubble, broken concrete, debris, asphaltic concrete pavement, excess soil, and other materials not designated for salvage, shall become the property of Contractor and shall be removed from the job site and legally disposed of.

B. Excess soil may be deposited on private property adjacent to the Project when written permission is obtained from property owner. See Paragraph 1.03 C above.

C. Waste materials shall be removed from the site on a daily basis, such that the site is maintained in a neat and orderly condition.

END OF SECTION

Section 01578

CONTROL OF GROUND WATER AND SURFACE WATER

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Dewatering, depressurizing, draining, and maintaining trenches, shaft excavations, structural excavations, and foundation beds in a stable condition, and controlling ground water conditions for tunnel excavations.

B. Protecting work against surface runoff and rising flood waters.

C. Disposing of removed water.

1.02 METHOD OF PAYMENT

A. No separate payment will be made for control of ground water and surface water. Include the cost to control ground water and surface water in unit price for work in related sections.

1.03 REFERENCES

A. ASTM D 698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5-lb (2.49 kg) Rammer and 12-inch (304.8 mm) Drop.

B. Federal Regulations, 29 CFR Part 1926, Standards-Excavation, Occupational Safety and Health Administration (OSHA).

C. Federal Register 40 CFR (Vol. 55, No. 222) Part 122, EPA Administered Permit Programs (NPDES), Para.122.26(b)(14) Storm Water Discharge.

D. Texas Commission of Environmental Quality, TCEQ General Permit Number TX150000 Relating to Discharges from Construction Activities.

1.04 DEFINITIONS

A. Ground water control includes both dewatering and depressurization of water-bearing soil layers.

1. Dewatering includes lowering the water table and intercepting seepage which would otherwise emerge from slopes or bottoms of excavations, or into tunnels and shafts, and disposing of removed water. The intent of dewatering is to increase stability of tunnel excavations and excavated slopes; prevent dislocation of material from slopes or bottoms of excavations; reduce lateral loads on sheeting and bracing; improve excavating and hauling characteristics of excavated material; prevent failure or heaving of the bottom of excavations; and to provide suitable conditions for placement of backfill materials and construction of structures and other installations.

2. Depressurization includes reduction in piezometric pressure within strata not controlled by dewatering alone, as required to prevent failure or heaving of excavation bottom or instability of tunnel excavations.

B. Excavation drainage includes keeping excavations free of surface and seepage water.

C. Surface drainage includes use of temporary drainage ditches and dikes and installation of temporary culverts and sump pumps with discharge lines as required to protect the Work from any source of surface water.

D. Equipment and instrumentation for monitoring and control of the ground water control system includes piezometers and monitoring wells, and devices, such as flow meters, for observing and recording flow rates.

1.05 PERFORMANCE REQUIREMENTS

A. Conduct surface and subsurface investigations to identify ground water and surface water conditions and to provide parameters for design, installation, and operation of control systems.

B. Design a ground water control system, compatible with requirements of Federal Regulations 29 CFR Part 1926 and Trench Safety Systems, to produce the following results:

1. Effectively reduce the hydrostatic pressure affecting:
   a. Excavations.
   b. Tunnel excavation, face stability or seepage into tunnels.

2. Develop a substantially dry and stable subgrade for subsequent construction operations.

3. Preclude damage to adjacent properties, buildings, structures, utilities, installed facilities, and other work.

4. Prevent the loss of fines, seepage, boils, quick condition, or softening of the foundation strata.

5. Maintain stability of sides and bottom of excavations.

C. Provide ground water control systems that may include single-stage or multiple-stage well point systems, eductor and ejector-type systems, deep wells, or combinations of these equipment types.

D. Provide drainage of seepage water and surface water, as well as water from any other source entering the excavation. Excavation drainage may include placement of drainage materials, such as crushed stone and filter fabric, together with sump pumping.

E. Provide ditches, berms, pumps and other methods necessary to divert and drain surface water from excavation and other work areas.

F. Locate ground water control and drainage systems so as not to interfere with utilities, construction operations, adjacent properties, or adjacent water wells.

G. Assume sole responsibility for ground water and surface water control systems and for any loss or damage resulting from partial or complete failure of protective measures and any settlement or resultant damage caused by the control operations. Modify control systems or operations if they cause or threaten to cause damage to new construction, existing site improvements, adjacent property, or adjacent water wells, or affect potentially contaminated areas. Repair damage caused by control systems or resulting from failure of the system to protect property as required.

1.06 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittals.

B. Submit a Ground Water and Surface Water Control Plan for review by the Engineer prior to start of any field work. Submit a plan to include the following:

1. Results of subsurface investigation and description of the extent and characteristics of water bearing layers subject to ground water control.

2. Excavation drainage methods including typical drainage layers, sump pump application and other necessary means.

3. Surface water control and drainage installations.

4. Proposed methods and locations for disposing of removed water.

1.07 ENVIRONMENTAL REQUIREMENTS

A. Comply with requirements of agencies having jurisdiction.

B. Obtain permit from TCEQ under the Texas Pollutant Discharge Elimination System (TPDES), for storm water discharge from construction sites. (If Applicable)

C. Monitor ground water discharge for contamination while performing pumping in the vicinity of potentially contaminated sites.

PART 2 P R O D U C T S

2.01 EQUIPMENT AND MATERIALS

A. Equipment and materials are at the option of Contractor as necessary to achieve desired results for control of ground and surface water.

B. Eductors, well points, or deep wells, where used, must be furnished, installed and operated by an experienced contractor regularly engaged in ground water control system design, installation, and operation.

C. All equipment must be in good repair and operating order.

D. Sufficient standby equipment and materials shall be kept available to ensure continuous operation, where required.

PART 3 E X E C U T I O N

3.01 GROUND WATER CONTROL

A. Provide labor, material, equipment, techniques and methods to lower, control and manage ground water in a manner compatible with construction methods and site conditions. Monitor effectiveness of the installed system and its effect on adjacent property.

B. Install, operate, and maintain ground water control systems in accordance with the Ground Water and Surface Water Control Plan. Notify Engineer in writing of any changes made to accommodate field conditions and changes to the Work. Provide revised drawings and calculations with such notification.

C. Provide for continuous system operation, including nights, weekends, and holidays. Arrange for appropriate backup if electrical power is primary energy source for dewatering system.

D. Remove system upon completion of construction or when dewatering and control of surface or ground water is no longer required.

E. Compact backfill to not less than 95 percent of the maximum dry density in accordance with ASTM D 698.

3.02 EXCAVATION DRAINAGE

A. Contractor may use excavation drainage methods if necessary to achieve well drained conditions. The excavation drainage may consist of a layer of crushed stone and filter fabric, and sump pumping in combination with sufficient wells for ground water control to maintain stable excavation and backfill conditions.

3.03 SURFACE WATER CONTROL

A. Intercept surface water and divert it away from excavations through use of dikes, ditches, curb walls, pipes, sumps or other approved means. The requirement includes temporary works required to protect adjoining properties from surface drainage caused by construction operations.

B. Divert surface water and seepage water into sumps and pump it into drainage channels or storm drains, when approved by agencies having jurisdiction. Provide settling basins when required by such agencies.

END OF SECTION

SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Maintain at the site for the Owner one record copy of:
   1. Drawings
   2. Specifications
   3. Addenda
   4. Change Orders and other Modifications to the Contract
   5. Engineer Field Orders or written instructions
   6. Approved Shop Drawings, Product Data and Samples
   7. Approved Operation and Maintenance Data
   8. Field Test records
   9. Receipts for delivery of items to Owner

B. Delegate the responsibility for maintenance of record documents to one person on the Contractor's staff as approved in advance by the Engineer.

C. Thoroughly coordinate all changes within the record documents, making adequate and proper entries on each page of the specifications and each sheet of drawings and other documents where such entry is required to properly show the change. Accuracy of records shall be such that future search for items shown in the contract documents may reasonably rely on information obtained from the approved record documents.

D. Make all entries within 24 hours after receipt of information. One (1) set is to be maintained at the Contractor's job trailer at all times. As-builts are to be updated as a condition of each pay application

1.02 RELATED REQUIREMENTS

A. Section 01300: Submittals

B. Section 01152: Applications for Payment

D. Section 01700: Contract Closeout

1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. File documents and samples in accordance with specification format.

B. Maintain documents in a clean, dry legible condition and in good order. Do not use record documents for construction purposes.

C. Make documents and samples available at all times for inspection by Engineer and Owner.

1.04 RECORDING

A. Label each document "PROJECT RECORD" in neat large printed letters.

B. Record information concurrently with construction progress.
   1. Do not conceal any work until required information is recorded.

C. Drawings; Legible mark to record actual construction:
   1. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements..
   2. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
   3. Field changes of dimension and detail.
   4. Changes made by Field Order or by Change Order.
   5. Details not on original contract drawings.
   6. For gravity sewer lines: Elevation and alignment of line, location of cleanouts, distance between cleanouts, and location of each service line referenced by distance from main trunk line and distance from sewer centerline to end of service line.

D. Use all means necessary to maintain the job set of record documents completely protected from deterioration and from loss and damage until completion of the Work and transfer of the recorded data to the final record documents. In the event of loss of recorded data, use all means necessary to secure the data to the Engineer's approval; such means shall include, if necessary in the opinion of the Engineer, removal and replacement of concealing materials and, in such case, all replacements shall be to the standards originally specified in the contract documents.

E. Specifications and Addenda; Legibly mark each Section to record:
   1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.

G. Clearly describe all change orders by note and by graphic line, as required. Date all entries. Call attention to the entry by highlighting around the area or areas affected. In the event of overlapping changes, different colors may be used for each of the changes.

1.05 SUBMITTAL

A. At Contract close-out, deliver Record Documents to Engineer for the Owner.

B. Accompany submittal with transmittal letter in duplicate, containing:
   1. Date
   2. Project title and number
   3. Contractor's name and address
   4. Title and number of each Record Document
   5. Signature of Contractor or his authorized representative.

1.06 PAYMENT

A. Project record documents are incidental to Work for which no separate payment will be made.

B. No payment will be made to the Contractor for any portion of the work for which the project record documents including recording are not complete.

END OF SECTION - 01720

Division 2
Site Work

Section 02040

SEEDING FOR EROSION CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

A. "Seeding for Erosion Control" shall consist of preparing ground, providing for sowing of seeds, mulching with straw, hay or cellulose fiber and other management practices along and across such areas as are designated on the plans and in accordance with these specifications.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. Payment for square yard of ground cover using manufacturer recommended application rates.

2. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

PART 2 PRODUCTS

2.01 GENERAL

A. All seed must meet the requirements of the Texas Seed Law including the labeling requirements for showing pure live seed, (PLS = Purity x Germination), name and type of seed.

B. Additional materials required shall be provided as required.

2.02 SEED

A. Seed furnished shall be of the previous season's crop and the date of analysis shown on each bag shall be within nine months of the time of use on the project.

B. Each variety of seed shall be furnished and delivered in separate bags or containers.

C. A sample of each variety of seed shall be furnished for analysis and testing when directed by the Engineer.

D. Buffalo grass shall be treated with a fungicide approved the Engineer.

E. The amount of seed planted per acre shall be of the type listed in the Table below.

Common Name	Scientific Name
Green Spragletop	Leptochloa dubia
Sidoats Grama (El Reno or Premier)	Boutleoua gracilis
Blue Grama (Texas Grown)	Bouteloua gracilis

Buffalo grass (Treated)	Buchloe dactyloides
Western Wheat grass	Agropyron smithii
Blackwell Switchgrass	Panicum virgatum
Caucasian Bluestem	Andropogon caucasicus
K.R. Bluestem	Andropogon lehmanniana
Lehmann Love grass	Pennisetum ciliare
Rhodegrass	Chloris gayana
Bermuda and Giant Bermunda Grass (Hulle)	Cynodon dactylon
Sand Dropseed	Sporobolus cryptandrum
Bahiagrass (Pensacola)	Paspalum noatum
Weeping Lovegrass	Eragrotis curvula
Sand Bluestem	Andropogon hallii

PART 3 E X E C U T I O N

3.01 PLANTING SEASON

A. All Planting shall be done between the dates specified for each highway district except as specifically authorized in writing

B. The pure live seed planted per acre shall be of the type specified with the mixture, rate and planting dates as follows except as specifically shown on plans.

a. September 15 to March 1: Seeding to be with combination of 2 pounds per 1,000 square feet of un-hulled Bermuda grass (Cynoden Dactolyn) and 2 pounds per 1,000 square feet of winter rye with a purity of 95% germination.

b. March 2 to September 14: Seeding to be with hulled Bermuda grass (Cynoden Dactolyn) at a rate of 2 pounds per 1,000 square feet with a purity of 95% with 85% germination.

END OF SECTION

SECTION 02200
EARTHWORK & SITE GRADING

PART 1 - GENERAL

1.1 SCOPE

A. Perform all work required to complete the project as indicated by the Contract Documents, and furnish all supplementary items necessary for the completion of all work specified in this Section.

B. The work included in this Section shall include furnishing all labor, tools, materials and incidentals required to complete the work; excavate and fill to the lines, elevations and limits shown on the drawings for all pavements, buildings, landscaped areas, etc. as indicated below and cleaning up. The landscaped areas shall be graded to an elevation 6 inches below finished grade allowing for topsoil placement. The pavement areas shall be graded to an elevation below finished grade allowing for pavement placement. Building foundation areas shall be prepared in accordance with the geotechnical investigation and these specifications. The Contractor shall comply with all requirements of the city standards, the E.P.A. requirements and with the standards and specifications stated herein. All earthwork shall be done in accordance with the Geotechnical Investigation.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Section 02100 - Site Clearing
B. Section 02270 - Soil Erosion and Sediment Control
B. Section 02515 - Portland Cement Concrete Paving

1.3 QUALITY ASSURANCE

A. Codes and Standards

1. Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction. The contractor shall have a trench safety plan prepared by a registered professional engineer for all excavations in excess of 5 feet deep.

B. Testing and Inspection Service

1. The owner will engage a soil testing and inspection service for quality control testing during earthwork operations to inspect and test all soil materials proposed for use in all excavation and fill operations.

1.4 JOB CONDITIONS

A. Existing Utilities

1. It shall be the Contractor's responsibility to verify the location (horizontal and vertical depth) of all utilities prior to beginning earthwork operations. If utilities are to remain in place, provide protection from damage during construction operations.

2. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult owner immediately for directions as to how to proceed. Cooperate with owner, public and private utility companies in keeping services and

facilities in operation. Repair damaged utilities to satisfaction of utility owner.

3. Do not interrupt existing utilities serving facilities occupied and used by owner or adjacent properties, except when permitted in writing by property owner and then only after temporary utility services have been provided.

B. Use of Explosives

1. The use of explosives is not permitted.

C. Protection of Persons and Property

1. Barricade open excavations occurring as part of this work and post with warning lights. Provide traffic control as required by the city and as required to protect the public.

2. Protect structures, utilities, sidewalks, pavements, and other facilities from damages caused by settlement, lateral movement, undermining, washout and other hazards created by excavation operations.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. Fill Material:

1. Onsite excavated material free from trash, vegetation, rocks and lumps of earth larger than 4 inches in diameter or other objectionable material. Imported fill, if required, shall also be clean and have a liquid limit less than 50 percent.

B. Select Material:

1. Uniformly blended clayey sand to very sandy with a plasticity index between 6 and 15 and liquid limit of less than 35 percent.

PART 3 - EXECUTION

3.1 INSPECTION

A. Examine the areas and conditions under which earthwork and site grading operations are to be performed. After excavation to subgrade, proofroll with a heavy pneumatic tired roller, loaded dump truck or similar equipment weighing approximately 25 tons or greater to help compact pockets of loose soil and expose additional areas of weak, soft or wet soils in the presence of the owner's representative. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

3.2 EXCAVATION

A. The Contractor shall excavate to the lines and elevations shown on the drawings, as previously indicated herein, regardless of the type, condition, or moisture content of the material encountered. Conduct excavation operations to provide positive drainage, at contractor's expense, at all times during construction. If positive drainage cannot be maintained, contractor shall keep standing water out of all excavations with adequate

dewatering equipment.

B. All areas shall be cut accurately to the indicated grades. Care shall be taken to prevent excavation below the grades indicated and any bottoms or slopes that have been undercut shall be backfilled with approved materials and compacted to the required fill density.

C. Excavation required for rough grading shall be finished within a tolerance of 0.10 foot above or below the rough grade and in no case shall depressions be left that will not completely drain.

3.3 BUILDING SUBGRADE

A. Follow recommendations in geotechnical report and on the structural drawings.

3.4 FILLING

A. Remove all vegetation, organic materials and debris prior to placing fill.

B. Fill used below the parking and landscape areas shall be onsite soils encountered in the excavation or imported fill except grass, weeds, roots, vegetation and similar materials. The largest rock, particle or clod shall be less than 4 inches in diameter prior to compaction.

C. Care should be taken that utility cuts are not left open for extended periods and that cuts are properly backfilled. A positive cut-off of 1' thick compacted clay at the building line shall be used to help prevent water from migrating in the utility trench.

D. Before fill is placed under pavement or if subgrade is in an excavation, subgrade soils shall be scarified to a depth of 8" and recompacted between 93 and 98 percent of maximum dry density per ASTM D698 at a moisture content from +2 to +5 percent above optimum moisture content.

E. Fill below all pavement and landscaped areas shall be placed in 6 to 8 inch loose lifts and compacted to a minimum dry density of 95 percent of the standard proctor density (ASTM D698) under pavement and 90 percent elsewhere. The moisture content shall be between -1 and +3 percent above optimum.

F. Compaction shall be obtained by use of sheeps foot rollers, rubber-tired rollers, or other approved equipment capable of obtaining the required density. In the event the embankment material is too wet or too dry for adequate compaction, the contractor shall add moisture or dry the material as required to the extent necessary to obtain the required density.

3.5 PAVEMENT SUBGRADE

A. Construct subgrades for paved areas to conform to the grades, lines and cross sections shown on the drawings and per the recommendations in the geotechnical report.

B After the pavement subgrades have been shaped and compacted, bring the surface to a firm, unyielding surface by rolling the entire area with an approved vibratory roller. Compact all areas inaccessible to the roller with hand tampers weighing not less than 50 pounds, and with face area not more than 100-square-inches. Unless the material at the time of the rolling contains sufficient moisture to insure proper compaction, add water as directed before compacting. Allow the material containing excess moisture to dry to the proper consistency and moisture content before being compacted.

3.6 MOISTURE CONTROL

A. Where soil material must be moisture conditioned before compaction, uniformly apply required amount of water to surface of soil material in such manner as to prevent free water appearing on surface during, or subsequent to, compaction operations.

B. Remove and replace, or scarify and air dry soil material that is too wet to permit compaction to specified percentage of maximum density.

C. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread on surface where directed by owner's representative and permitted to dry. Assist drying by discing, harrowing or pulverizing until moisture-density relation tests fall within the herein-specified range.

3.7 FIELD QUALITY CONTROL

A. Quality Control Testing During Construction

1. Testing laboratory services shall be in accordance with section 01410.
2. Allow owner's testing service to inspect and approve subgrades and fill layers before further construction work is performed. In the building areas, there will be at least 1 density test per 2500 square feet per lift with a minimum of 3. In the pavement areas there will be at least 1 density test per 5000 square feet per lift with a minimum of 3.
3. If, in the opinion of the owner, based on testing service and inspection, the subgrade or fills which have been placed are below the specified density, the contractor shall provide additional compaction and testing at no additional expense to the owner.
4. The results of density tests which may be selected will be considered satisfactory when they are in each instance equal to or greater than the specified density, and if not more than 1 density test out of 5 has a value greater than 2% below the required density.

3.8 MAINTENANCE

A. Protection of Graded Areas

1. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
2. Repair and re-establish grades in settled, eroded, and rutted areas to the specified tolerances.

B. Reconditioning Compacted Areas

1. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, reshape, and compact to the required density prior to further construction. Use hand tamping for recompaction over underground utilities.

3.8 DISPOSAL OF EXCESS AND WASTE MATERIALS

Remove all excess excavation, trash, debris and waste materials, and legally dispose of off the owner's property, at no additional cost.

END OF SECTION

Section 02233

CLEARING AND GRUBBING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Removing surface debris and rubbish.

B. Clearing site of plant life and grass.

C. Removing trees and shrubs.

D. Removing root system of trees and shrubs.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No Separate payment will be made for work performed under this Section. Include cost of work performed under this Section in pay items for which this work is a component.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REGULATORY REQUIREMENTS

A. Conform to applicable codes for disposal of debris.

B. Coordinate clearing work with utility companies.

1.04 SUBMITTALS

A. Conform to the requirements of Section 01330 – Submittal Procedures.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 PREPARATION

A. Verify that existing plant life and features designated to remain are identified and tagged. Submit preconstruction photographs in accordance with the applicable portions of Section 01321 – Construction Photographs.

3.02 PROTECTION

A. Protect the following from damage or displacement:

1. Living trees located 3 feet or more outside of the intersection of side slopes and original ground line.

2. Plants other than trees and landscape features designated to remain.

3. Utilities designated to remain.

4. Bench marks, monuments, and existing structures designated to remain.

3.03 CLEARING

A. Remove stumps, main root ball, and root system to:

1. A depth of 24 inches below the finished subgrade elevation in the area bounded by lines two feet behind back of curbs.

2. A depth of 24 inches below the finished surface of the required cross section for other areas.

B. Clear undergrowth and deadwood without disturbing subsoil.

C. Remove vegetation from top soil scheduled for reuse.

3.04 REMOVAL

A. Remove debris, rubbish, and extracted plant material life from the site in accordance with requirements of Section 01576 - Waste Material Disposal.

END OF SECTION

SECTION 02270
SOIL EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Furnish all labor, materials, tools, equipment, and services for all soil erosion and sediment control, as indicated, in accord with provisions of Contract Documents.

B. Completely coordinate with work of all other trades.

C. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation in order to meet the United States Environmental Protection Agency requirements.

1.2 QUALITY ASSURANCE

A. Erosion Control Standards:

1. United States Environmental Protection Agency, National Pollutant Discharge Elimination System (NPDES) - Storm Water Management for Construction Activities.

2. North Central Texas Council of Governments (NCTCOG) - Storm Water Quality Best Management Practices for Construction Activities.

1.3 EROSION CONTROL PRINCIPLES:

A. Perform demolition, construction and other soil disturbances in a manner which minimizes soil erosion.

B. Retain and protect existing vegetation as much as is feasible.

C. Keep area which is exposed and free of vegetative cover to a minimum, within practical limits.

D. Protect exposed critical areas during prolonged construction or other land disturbance by temporary seeding, mulching or other suitable stabilization measures.

1.4 JOB CONDITIONS:

A. Comply with all requirements of the EPA for implementation of the storm water pollution prevention plan, under the NPDES General Permits for Storm Water Discharges from Construction Sites.

1.5 SUBMITTALS

A. Project Information:

1. Submit copy of NPDES Storm Water Permit for Construction Activities to Owner prior to construction.

PART 2 - PRODUCTS

2.1 MATERIALS:

A. Filter Fabric: Sediment control silt fabrics, AMOCO Style #2125 or approved equal.

B. Crushed stone.

C. Metal clips or ties.

D. Steel fence posts.

E. Grass Seed: annual ryegrass or Bermuda depending on the season.

F. Concrete block.

G. Wire screen.

PART 3 - EXECUTION

3.1 BEGINNING CONSTRUCTION

A. Prior to general demolition, install temporary silt fences and stabilized construction entrance as indicated on the storm water pollution prevention plan or where directed by Owner.

B. Construct erosion control devices in accordance with the storm water pollution prevention plan and as directed by the Owner during demolition and as demolition progresses.

C. Seed disturbed areas where construction activities temporarily cease at rate necessary to achieve a full stand of grass. Reseed as required until good stand of grass is achieved.

3.2 DURING CONSTRUCTION

A. Maintain temporary silt fences.

B. Inspect regularly, especially after rainstorms.

C. Repair or replace damaged or missing items.

D. Sow temporary grass cover over disturbed areas where construction activities temporarily cease for more than 21 days and as required by NPDES permit.

E. Install inlet protection as indicated by the storm water pollution prevention plan at each inlet.

F. Provide swales and dikes as necessary to direct all water towards a protected device.

G. Do not disturb existing vegetation (grass and trees) outside limits of demolition.

H. Remove sediment from behind temporary silt fences when it reaches a depth of 6 in.

3.3 COMPLETION OF CONSTRUCTION AND STABILIZATION OF THE SITE

A. Remove from site all temporary erosion control devices.

END OF SECTION

Section 02316

EXCAVATION AND BACKFILL FOR STRUCTURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Clearing and grubbing, excavation, backfilling, and compaction of backfill for structures.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No payment will be made for structural excavation and backfill under this Section. Include payment in unit price or lump sum for construction of structures.

2. No separate or additional payment will be made for clearing and grubbing, surface water control, ground water control, or for excavation drainage. Include in the unit price or lump sum construction of structures.

3. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 DEFINITIONS

A. Unsuitable Material: Unsuitable soil materials are the following:

1. Materials that are classified as ML, CL-ML, MH, PT, OH, and OL according to ASTM D 2487.

2. Materials that cannot be compacted to the required density due to either gradation, plasticity, or moisture content.

3. Materials that contain large clods, aggregates, stones greater than 4 inches in any dimension, debris, vegetation, waste or any other deleterious materials.

4. Materials that are contaminated with hydrocarbons or other chemical contaminants.

B. Suitable Material: Suitable soil materials are those meeting specification requirements. Unsuitable soils meeting specification requirements for suitable soils after treatment with lime or cement shall be considered suitable, unless otherwise indicated.

C. Select Material: Material as defined in Section 02320 - Utility Backfill Materials.

D. Backfill: Select material meeting specified quality requirements, placed and compacted under controlled conditions around structures.

E. Foundation Backfill Materials: Natural soil or manufactured aggregate meeting Class I requirements and geotextile filter fabrics as required, to control drainage and material separation. Foundation backfill material is placed and compacted as backfill where needed to provide stable support for the structure foundation base. Foundation backfill materials may include concrete fill and seal slabs.

F. Foundation Base: For foundation base material, use crushed stone aggregate with filter fabric as required, cement stabilized sand, or concrete seal slab. The foundation base provides a smooth, level working surface for the construction of the concrete foundation.

G. Foundation Subgrade: Foundation subgrade is the surface of the natural soil which has been excavated and prepared to support the foundation base or foundation backfill, where needed.

H. Ground Water Control Systems: Installations external to the excavation such as well points, eductors, or deep wells. Ground water control includes dewatering to lower the ground water, intercepting seepage which would otherwise emerge from the side or bottom of the excavation, and depressurization to prevent failure or heaving of the excavation bottom. Refer to Section 01578 - Control of Ground Water and Surface Water.

I. Surface Water Control: Diversion and drainage of surface water runoff and rain water away from the excavation. Remove rain water and surface water which accidentally enters the excavation as a part of excavation drainage.

J. Excavation Drainage: Removal of surface and seepage water in the excavation by sump pumping and using French drains surrounding the foundation to intercept the water.

K. Over-Excavation and Backfill: Excavation of subgrade soils with unsatisfactory bearing capacity or composed of otherwise unsuitable materials below the foundation as shown on Drawings, and backfilled with foundation backfill material.

L. Shoring System: A structure that supports the sides of an excavation to maintain stable soil conditions and prevent cave-ins.

1.04 REFERENCES

A. ASTM D 558 - Test Methods for Moisture-Density Relations of Soil Cement Mixtures.

B. ASTM D 698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, using 5.5-lb (2.49-kg) Rammer and 12-in. (304.88-mm) Drop.

C. ASTM D 1556 - Density of Soil in Place by the Sand-Cone Method.

D. ASTM D 2487 - Classification of Soils for Engineering Purposes.

E. ASTM D 2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

F. ASTM D 3017 - Test Method for Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depths).

G. ASTM D 4318 - Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

H. TxDOT Tex-101-E - Preparation of Soil and Flexible Base Materials for Testing.

I. TxDOT Tex-110-E - Determination of Particle Size Analysis of Soils.

J. Federal Regulations, 29 CFR, Part 1926, Standards - Excavation, Occupational Safety and Health Administration (OSHA).

1.05 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.

B. Submit a work plan for excavation and backfill for each structure with complete written description which identifies details of the proposed method of construction and the sequence of operations for construction relative to excavation and backfill activities. The descriptions, with supporting illustrations, shall be sufficiently detailed to demonstrate to the Engineer that the procedures meet the requirements of the Specifications and Drawings.

C. Submit excavation safety system plan.

1. The excavation safety system plan shall be in accordance with applicable OSHA requirements for all excavations.

2. The excavation safety system plan shall be in accordance with the requirements of Section 01561 - Trench Safety System, for all excavations that fall under State and Federal trench safety laws.

D. Submit a ground and surface water control plan in accordance with requirements in this Section and Section 01578 - Control of Ground Water and Surface Water.

E. Submit backfill material sources and product quality information in accordance with requirements of Section 02320 - Utility Backfill Materials.

F. Submit project record documents under provisions of Section 01785 - Project Record Documents. Record location of utilities, as installed, referenced to survey benchmarks. Include location of utilities encountered or rerouted. Give horizontal dimensions, elevations, inverts and gradients.

1.06 TESTS

A. Testing and analysis of backfill materials for soil classification and compaction during construction will be performed by an independent laboratory in accordance with requirements of Section 01454 - Testing Laboratory Services and as specified in this Section.

B. Contractor shall perform embedment and backfill material source qualification testing in accordance with requirements of Section 02320- Utility Backfill Materials.

PART 2 P R O D U C T S

2.01 EQUIPMENT

A. Perform excavation with equipment suitable for achieving the requirements of this Specification.

B. Use equipment which will produce the degree of compaction specified. Backfill within 3 feet of walls shall be compacted with hand operated equipment. Do not use equipment weighing more than 10,000 pounds closer to walls than a horizontal distance equal to the depth of the fill at that time. Use hand operated power compaction equipment where use of heavier equipment is impractical or restricted due to weight limitations.

2.02 MATERIAL CLASSIFICATIONS

A. Backfill materials shall conform to the classifications and product descriptions of Section 02320 - Utility Backfill Materials. The classification or product description for backfill applications shall be as shown on the Drawings and as specified.

PART 3 E X E C U T I O N

3.01 PREPARATION

A. Conduct an inspection to determine condition of existing structures and other permanent installations.

B. Set up necessary street detours and barricades in preparation for excavation if construction will affect traffic. Conform to requirements of Section 01555 - Traffic Control and Regulation. Maintain barricades and warning devices at all times for streets and intersections where work is in progress, or where affected by the Work, and is considered hazardous to traffic movements.

C. Perform work in accordance with OSHA standards. Employ an excavation safety system as specified in Section 01561 - Trench Safety Systems.

D. Project sites, rights-of-way and easements shall be made ready for construction operations in accordance with Section 02233 – Clearing and Grubbing.

E. Remove existing pavements and structures, including sidewalks and driveways, in accordance with requirements of Section 02221 - Removing Existing Pavements and Structures.

F. Install and operate necessary dewatering and surface water control measures in accordance with requirements of Section 01578 - Control of Ground Water and Surface Water.

3.02 PROTECTION

A. Protect trees, shrubs, lawns, existing structures, and other permanent objects outside of grading limits and within the grading limits as designated on the Drawings, and in accordance with requirements of Section 01562 - Tree and Plant Protection.

B. Protect and support above-grade and below-grade utilities which are to remain.

C. Restore damaged permanent facilities to pre-construction conditions unless replacement or abandonment of facilities are indicated on the Drawings.

D. Prevent erosion of excavations and backfill. Do not allow water to pond in excavations.

E. Maintain excavation and backfill areas until start of subsequent work. Repair and recompact slides, washouts, settlements, or areas with loss of density at no additional cost to the Owner.

3.03 EXCAVATION

A. Perform excavation work so that the underground structure can be installed to depths and alignments shown on Drawings. Use caution during excavation work to avoid disturbing surrounding ground and existing facilities and improvements. Keep excavation to the absolute minimum necessary. No additional payment will be made for excess excavation.

B. The use of explosives or headache balls is prohibited.

C. Upon discovery of unknown utilities, badly deteriorated utilities not designated for removal, or concealed conditions, discontinue work at that location. Notify Resident Project Representative and obtain instructions before proceeding in such areas.

D. Immediately notify the agency or company owning any line which is damaged, broken or disturbed. Obtain approval from Resident Project Representative and agency for any repairs or relocations, either temporary or permanent.

E. Avoid settlement of surrounding soil due to equipment operations, excavation procedures, vibration, dewatering, or other construction methods.

F. Provide surface drainage during construction to protect work and to avoid nuisance to adjoining property. Where required, provide proper dewatering and piezometric pressure control during construction.

G. Maintain permanent benchmarks, monumentation, and other reference points. Unless otherwise directed by the Engineer, replace those which are damaged or destroyed by the Work.

H. Provide sheeting, shoring, and bracing where required to safely complete the Work, to prevent excavation from extending beyond limits indicated on Drawings, and to protect the Work and adjacent structures or improvements. Sheeting, shoring, and bracing used to protect workmen and the public shall conform to requirements of Section 01561 - Trench Safety Systems.

I. Prevent voids from forming outside of sheeting. Immediately fill voids with grout, concrete fill, cement stabilized sand, or other material approved by Resident Project Representative.

J. After completion of the structure, remove sheeting, shoring, and bracing unless shown on Drawings to remain in place or directed by Engineer in writing that such temporary structures may remain. Remove sheeting, shoring and bracing in such a manner as to maintain safety during backfilling operations and to prevent damage to the Work and adjacent structures or improvements.

K. Immediately fill and compact voids left or caused by removal of sheeting with cement stabilized sand or material approved by Resident Project Representative.

3.04 HANDLING EXCAVATED MATERIALS

A. Classify excavated materials. Place material which is suitable for use as backfill in orderly piles at a sufficient distance from excavation to prevent slides or cave-ins.

3.05 DEWATERING

A. Provide ground water control per Section 01578 - Control of Ground Water and Surface Water.

B. Keep ground water surface elevation a minimum of 2 feet below the bottom of the foundation base.

C. Maintain ground water control as directed by Section 01578 - Control of Ground Water and Surface Water and until the structure is sufficiently complete to provide the required weight to resist hydrostatic uplift with a minimum safety factor of 1.2.

3.06 FOUNDATION EXCAVATION

A. Notify Resident Project Representative at least 48 hours prior to planned completion of foundation excavations. Do not place the foundation base until the excavation is accepted by the Resident Project Representative.

B. Excavate to elevations shown on Drawings, as needed to provide space for the foundation base, forming a level undisturbed surface, free of mud or soft material. Remove pockets of soft or otherwise unstable soils and replace with foundation backfill material or a material as directed by the Resident Project Representative. Prior to placing material over it, recompact the subgrade where indicated on the Drawings, scarifying as needed, to 95 percent of the maximum Standard Dry Density according to ASTM D 698. If the specified level of compaction cannot be achieved, moisture condition the subgrade and recompact until 95 percent is achieved, over-excavate to provide a minimum layer of 24 inches of foundation backfill material, or other means acceptable to the Resident Project Representative.

C. Fill unauthorized excessive excavation with foundation backfill material or other material as directed by the Resident Project Representative.

D. Protect open excavations from rainfall, runoff, freezing groundwater, or excessive drying so as to maintain foundation subgrade in a satisfactory, undisturbed condition. Keep excavations free of standing water and completely free of water during concrete placement.

E. Soils which become unsuitable due to inadequate dewatering or other causes, after initial excavation to the required subgrade, shall be removed and replaced with foundation backfill material, as directed by Resident Project Representative, at no additional cost to the Owner.

F. Place foundation base, or foundation backfill material where needed, over the subgrade on same day that excavation is completed to final grade. Where base of excavations are left open for longer periods, protect them with a seal slab or cement-stabilized sand.

G. Crushed aggregate, and other free draining Class I materials, shall have a filter fabric as specified in Section 02621 - Geotextile, separating it from native soils or select material backfill. The fabric shall overlap a minimum of 12 inches beyond where another material stops contact with the soil.

H. Crushed aggregate, and other Class I materials, shall be placed in uniform layers of 8-inch maximum thickness. Compaction shall be by means of at least two passes of a vibratory compactor.

3.07 FOUNDATION BASE

A. After the subgrade is properly prepared, including the placement of foundation backfill where needed, the foundation base shall be placed. The foundation base shall consist of a 12-inch layer of crushed stone aggregate or cement stabilized sand. Alternately, a seal slab with a minimum thickness of 4 inches may be placed. The foundation base shall extend a minimum of 12 inches beyond the edge of the structure foundation, unless shown otherwise on the Drawings.

B. Where the foundation base and foundation backfill are of the same material, both may be placed in one operation.

3.08 BACKFILL

A. Complete backfill to surface of natural ground or to lines and grades shown on Drawings. Use existing material that qualifies as select material, unless indicated otherwise. Deposit backfill in uniform layers and compact each layer as specified.

B. Do not place backfill against concrete walls or similar structures until laboratory test breaks indicate that the concrete has reached a minimum of 85 percent of the specified compressive strength. Where walls are supported by slabs or intermediate walls, do not begin backfill operations until the slab or intermediate walls have been placed and concrete has attained sufficient strength.

C. Remove concrete forms before starting backfill and remove shoring and bracing as work progresses.

D. Maintain fill material at no less than 2 percent below nor more than 2 percent above optimum moisture content. Place fill material in uniform 8-inch maximum loose layers. Compaction of fill shall be to at least 95 percent of the maximum Standard Dry Density according to ASTM D 698 under paved areas. Compact to at least 90 percent around structures under unpaved areas.

E. Where backfill is placed against a sloped excavation surface, run compaction equipment across the boundary of the cut slope and backfill to form a compacted slope surface for placement of the next layer of backfill.

F. Place backfill using cement stabilized sand in accordance with Section 02321 - Cement Stabilized Sand.

3.09 FIELD QUALITY CONTROL

A. Testing will be performed under provisions of Section 01454 - Testing Laboratory Services.

B. Tests will be performed initially on minimum of one different sample of each material type for plasticity characteristics, in accordance with ASTM D 4318, and for gradation characteristics, in accordance with Tex-101-E and Tex-110-E. Additional classification tests will be performed whenever there is a noticeable change in material gradation or plasticity.

C. In-place density tests of compacted subgrade and backfill will be performed according to ASTM D 1556, or ASTM D 2922 and ASTM D 3017, and at the following frequencies and conditions:

1. A minimum of one test for every 100 cubic yards of compacted backfill material.

2. A minimum of three density tests for each full work shift.

3. Density tests will be performed in all placement areas.

4. The number of tests will be increased if inspection determines that soil types or moisture contents are not uniform or if compacting effort is variable and not considered sufficient to attain uniform density.

D. At least one test for moisture-density relationships will be initially performed for each type of backfill material in accordance with ASTM D 698. Additional moisture-density relationship tests will be performed whenever there is a noticeable change in material gradation or plasticity.

E. If tests indicate work does not meet specified compaction requirements, recondition, recompact, and retest at Contractor's expense.

3.10 DISPOSAL OF EXCESS MATERIAL

A. Dispose of excess materials in accordance with requirements of Section 01576 - Waste Material Disposal.

END OF SECTION

Section 02330

EMBANKMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Construction of embankments with excess excavated material and borrow.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for material embankment under this section. Include payment in unit price for excavation or borrow.

B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. ASTM D 698 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft^3 (600 kN-m/m^3)).

B. ASTM D 2922 – Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

C. ASTM D 3017 – Standard Test Method for Water content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

PART 2 PRODUCTS

2.01 MATERIALS

A. Refer to Section 02315 – Roadway Excavation for acceptable excess materials from roadway excavation.

B. Refer to Section 02317 – Excavation and Backfill For Utilities for acceptable excess materials from utility excavation and trenching.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify borrow and excess excavated materials to be reused are approved.

B. Verify removals and clearing and grubbing operations have been completed.

3.02 PREPARATION

A. Backfill tests pits, stump holes, small swales and other surface irregularities. Backfill and compact in designated lift depths to requirements for embankment compaction.

B. Record location and plug and fill inactive water and oil wells. Conform to Texas State Health Department, Texas Commission on Environmental Quality and Texas Railroad Commission requirements. Notify Project Manager prior to plugging wells.

C. Excavate and dispose of unsuitable soil and other unsuitable materials which will not consolidate. Backfill and compact to requirements for embankment. Unsuitable soil is defined in Section 02316 – Excavation and Backfill for Structures and Section 02320 – Utility Backfill Materials.

D. Backfill new utilities below future grade. Conform to requirements of each respective section.

3.03 PROTECTION

A. Protect trees, shrubs, lawns, existing structures, and other features outside of embankment limits.

B. Protect utilities above and below grade, which are to remain.

C. Conform to protection requirements of Section 02315 – Roadway Excavation.

3.04 PLACING EMBANKMENT

A. Do not conduct placement operations during inclement weather or when existing ground or fill materials exceed 3 percent of optimum moisture content. Contractor may manipulate wet material to facilitate drying, by disking or windrowing.

B. Do not place embankment fill until density and moisture content of previously placed material comply with the specified requirements.

C. Scarify areas to be filled to minimum depth of 4 inches to bond existing and new materials. Mix with first fill layer.

D. Spread fill material evenly, from dumped piles or windrows, into horizontal layers approximately parallel to finished grade. Place to meet specified compacted thickness. Break clods and lumps and mix materials by blading, harrowing, disking or other approved method. Extend each layer across full width of fill.

E. Each layer shall be homogenous and contain uniform moisture content before compaction. Mix dissimilar abutting materials to prevent abrupt changes in composition of fill.

F. Layers shall not exceed the following compacted thickness:

1. Areas indicated to be under future paving or shoulders, to be constructed within 6 months: 6 inches when compacted with pneumatic rollers, or 8 inches when compacted with other rollers.

2. Other areas: 12 inches

G. For steep slopes, cut benches into slope and scarify before placing fill. Place increasingly wider horizontal layers of specified depth to level of each bench.

H. Build embankment layers on back slopes, adjacent to existing roadbeds, to level of old roadbed. Scarify top of old roadbed to minimum depth of 4 inches and recompact with next fill layer.

I. Construct to lines and grades shown on Drawings.

J. Remove unsuitable material and excess soil not being used for embankment from site in accordance with requirements of Section 01576 – Waste Material Disposal.

K. Maintain moisture content of embankment materials to attain required density.

L. Compact to following minimum densities at moisture content of optimum to 3 percent above optimum as determined by ASTM D 698, unless otherwise indicated on Drawings:

1. Areas under future paving and shoulders: Minimum density of 95 percent of maximum dry density.

2. Other areas: Minimum density of 90 percent of maximum dry density.

3.05 TOLERANCES

A. Top of Compacted Surface: Plus or minus 1/2 inch in cross section or 16 foot length.

3.06 FIELD QUALITY CONTROL

A. Compaction testing will be performed in accordance with ASTM D 698 or ASTM D 2922 and ASTM D 3017 under provisions of Section 01454 - Testing Laboratory Services.

B. A minimum of three tests will be taken for each 1000 linear feet per lane of roadway or 500 square yards of embankment per lift.

C. If tests indicate work does not meet specified compaction requirements, recondition, recompact, and retest at no additional cost to the Owner.

END OF SECTION

SECTION 02580
PAVEMENT MARKING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Pavement striping and handicap symbols.
2. Primer adhesive.

1.2 SUBMITTALS

A. Product Data: Submit manufacturer's product literature and installations instructions including guidelines and templates as required.

B. Samples: Submit test samples when requested.

1.3 QUALITY ASSURANCE

A. Regulatory Requirements: Handicap parking space marking shall comply with state of Texas and city requirements.

1.4 PROJECT CONDITIONS

A. Apply marking when surfaces are thoroughly dry and when air temperature is above 40 degrees F.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturers:

1. Sherwin-Williams.
2. Pratt & Lambert.

2.2 MATERIALS

A. Latex Paint:

1. Colors: White, yellow, red, and blue as required.

2. Acceptable products - Sherwin-Williams:
   a. White or Yellow: Set Fast Latex Traffic Marking Paint or Acrylic Water Borne Traffic Marking Paint.
   b. Red or Blue: Metalatex Semi-Gloss Coatings.

3. Acceptable Products - Devoe:
   a. White or Yellow: #416XX Traffic-Line Water Based Traffic Marking Paint.
   b. Red or Blue: #83XX Mirrolac W.B.

B. Paint Primer: As recommended by paint manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Ensure new concrete and asphaltic concrete paving has cured for 30 days minimum prior to application of pavement marking.

3.2 PREPARATION

A. Clean surface of scale, dirt, mud, sand gravel, oil, grease and other foreign material.

B. On portland cement concrete, apply primer for striping as recommended by paint manufacturer to act as barrier coat with curing compound.

C. Layout lines and symbols in advance of making application. Space control points at intervals to ensure accurate location of markings.

3.3 PAINT STRIPING APPLICATION

A. Lay out markings using guide line, templates and forms as required. Use white or yellow, match existing paint to distinguish parking spaces. Use red paint for fire lanes.

B. Apply 4" wide stripes at manufacturer's recommended rate.

C. Stencil "FIRE LANE - NO PARKING" in 4" high white block letters on red background 6" high and of appropriate length for lettering background at intervals not closer than 25 ft. and not farther apart than 50 ft. on curbs and pavement throughout length of fire lane.

E. Place suitable warning signs near work site to alert approaching traffic from all directions to prevent damage to newly painted surfaces.

3.4 PROTECTION

A. Protect pavement markings in accordance with manufacturer's instructions.

END OF SECTION

Section 02741

ASPHALTIC CONCRETE PAVEMENT

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Surface courses of compacted mixture of coarse and fine aggregates and asphaltic material.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. Payment for asphaltic concrete pavement is on square yard basis. Separate pay items reused for each different required thickness of pavement.

2. Payment for asphaltic concrete pavement includes payment for associated work performed in accordance with Section 02743 - Tack Coat.

3. Payment for asphaltic concrete in miscellaneous areas is on a square yard basis. Miscellaneous areas include tie-in to existing driveways.

4. No separate payment will be made under this section for asphaltic concrete provided for Section 02951-Pavement Replacement for Utility Construction

5. Refer to Section 01270 - Measurement and Payment for unit price procedures.

6. Refer to Paragraph 3.08 for unit price adjustments.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. ASTM C 33 - Standard Specification for Concrete Aggregates.

B. ASTM C 131 - Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.

C. ASTM C 136 - Standard Method for Sieve Analysis of Fine and Coarse Aggregates.

D. TxDOT Tex-126-E - Molding, Testing, and Evaluation of Bituminous Black Base Material.

E. TxDOT Tex-106-E - Method of Calculating the Plasticity Index of Soils.

F. TxDOT Tex-203-F - Sand Equivalent Test.

G. TxDOT Tex-204-F - Design of Bituminous Mixtures.

H. TxDOT Tex-207-F - Determination of Density of Compacted Bituminous Mixtures.

I. TxDOT Tex-208-F - Test for Stabilometer Value of Bituminous Mixtures.

J. TxDOT Tex-217-F - Determination of Deleterious Material and Decantation Test for Coarse Aggregates.

K. TxDOT Tex-227-F - Theoretical Maximum Specific Gravity of Bituminous Mixtures

1.04 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittal Procedures.

B. Submit certificates that asphaltic materials and aggregates meet requirements of Article 2.01, Materials, of this Section.

C. Submit proposed design mix and test data for each type and strength of surface course in Work.

D. Submit manufacturer's description and characteristics of mixing plant for approval.

D. Submit manufacturer's description and characteristics of spreading and finishing machine for approval.

PART 2 P R O D U C T S

2.01 MATERIALS

A. Coarse Aggregate: Gravel or crushed stone, or combination thereof, that is retained on No. 10 sieve, uniform in quality throughout and free from dirt, organic or other injurious matter occurring either free or as coating on aggregate. Aggregate shall conform to ASTM C 33 except for gradation. Furnish rock or gravel with Los Angeles abrasion loss not to exceed 40 percent by weight when tested in accordance with ASTM C 131.

B. Fine Aggregate: Sand or stone screenings or combination of both passing No. 10 sieve. Aggregate shall conform to ASTM C 33 except for gradation. Use sand composed of sound, durable stone particles free from loams or other injurious foreign matter. Furnish screenings of same or similar material as specified for coarse aggregate. Plasticity index of that part of fine aggregate passing No. 40 sieve shall be not more than 6 when tested by Tex-106-E. Sand equivalent shall have a minimum value of 45 when tested by Tex-203-F.

C. Composite Aggregate: Conform to following limits when graded in accordance with ASTM C 136.

GRADUATION OF COMPOSITE AGGREGATE	
Sieve Size	**Percent Passing**
1/2"	100
3/8"	85 to 100
#4	50 to 70
#10	32 to 42
#40	11 to 26
#80	4 to 14
#200	1 to 6*

*2 to 8 when Test Method Tex – 200 - F, Part II (Washed Sieve Analysis) is used

D. Asphaltic Material: Moisture-free homogeneous material which will not foam when heated to 347 degrees F, meeting following requirements:

VISCOSITY GRADE				
	AC-10		AC-20	
TEST	Min.	Max.	Min.	Max.
Viscosity, 140° F stokes	1000	± 200	2000	± 400
Viscosity, 275° F stokes	1.9	-	2.5	-
Penetration, 77° F, 100g, 5 sec.	85	-	55	-
Flash Point, C.O.C., F.	450	-	450	-
Solubility in trichloroethylene, percent	99.0	-	99.0	-
Tests on residues from thin film oven tests:				
Viscosity, 140° F stokes		3000	-	6000
Ductility, 77° F, 5 cms per min., cms	100	-	70	-
Spot tests	Negative for all grades			

1. Material shall not be cracked.

2.02 EQUIPMENT

A. Mixing Plant: Weight-batching or drum mix plant with capacity for producing Continuously mixtures meeting specifications. Plant shall have satisfactory conveyors, power units, aggregate handling equipment, hot aggregate screens and bins, and dust collectors. Provide equipment to supply materials adequately in accordance with rated capacity of plant and produce finished material within specified tolerances. Following equipment is essential:

1. Cold aggregate bins and proportioning device.
2. Dryer.
3. Screens.
4. Aggregate weight box and batching scales.
5. Mixer.
6. Asphalt storage and heating devices.
7. Asphalt measuring devices.
8. Truck scales.

B. Bins: Separate aggregate into minimum of four bins to produce consistently uniform grading and asphalt content in completed mix.

2.03 MIXES

A. Employ a certified testing laboratory to prepare design mixes. Test in accordance with Tex-126-E or Tex-204-F and Tex-208-F.

B. Density and Stability Requirements:

Percent Density Min.	Max.	Percent Optimum	HVEEM Stability Percent Not Less Than
94.5	97.5	96	35

C. Proportions for Asphaltic Material: Provide 4 to 8 percent of mixture by weight. Aggregate by weight shall not contain more than 1.0 percent by weight of fine dust, clay-like particles, or silt when tested in accordance with Tex-217-F, Part II.

PART 3 E X E C U T I O N

3.01 EXAMINATION

A. Verify compacted base course is ready to support imposed loads.

B. Verify lines and grades are correct.

3.02 PREPARATION

A. Prime Coat: If indicated on the Drawings, apply a prime coat conforming to requirements of Section 02742 - Prime Coat. Do not apply a tack coat until primed base has cured to satisfaction of Resident Project Representative.

B. Tack Coat: Conform to requirements of Section 02743 - Tack Coat.

C. Prepare subgrade in advance of asphaltic concrete paving operation.

D. Do not use cutback asphalt during the period of April 16 to September 15.

3.03 PLACEMENT

A. Do not place asphaltic mixture when air temperature is below 50 degrees F and falling. Mixture may be placed when air temperature taken in shade and away from artificial heat is above 40 degrees F and rising.

B. Haul prepared and heated asphaltic concrete mixture to the project in tight vehicles previously cleaned of foreign material. Mixture shall be at temperature between 250 degrees F and 325 degrees F when laid.

C. Spread material into place with approved mechanical spreading and finishing machine of screening or tamping type.

D. Surface Course Material: Surface course 2 inches or less in thickness may be spread in one lift. Spread lifts in such manner that, when compacted, finished course will be smooth, of uniform density, and will be to section, line and grade as shown. Place construction joints on surface courses to coincide with lane lines or as directed by Resident Project Representative.

E. Place courses as nearly continuously as possible. Pass roller over unprotected ends of

Freshly laid mixture only when mixture has cooled. When work is resumed, cut back laid material to produce slightly beveled edge for full thickness of course. Remove old material which has been cut away and lay new mix against fresh cut.

F. When new asphalt is laid against existing or old asphalt, existing or old asphalt shall be saw cut full depth to provide straight smooth joint.

G. In restricted areas where use of paver is impractical, spread and finish asphalt by Mechanical compactor. Use wood or steel forms, rigidly supported to assure correct grade and cross section. Carefully place materials to avoid segregation of mix. Do not broadcast material. Remove any lumps that do not break down readily. Place asphalt courses in same sequence as if placed by machine.

3.04 COMPACTION

A. Begin rolling while pavement is still hot and as soon as it will bear roller without undue displacement or hair cracking. Keep wheels properly moistened with water to prevent adhesion of surface mixture. Do not use excessive water.

B. Compress surface thoroughly and uniformly, first with power-driven, 3-wheel, or tandem rollers weighing from 8 to 10 tons. Obtain subsequent compression by starting at side and rolling longitudinally toward center of pavement, overlapping on successive trips by at least one-half width of rear wheels. Make alternate trips slightly different in length. Continue rolling until no further compression can be obtained and rolling marks are eliminated. Complete rolling before mixture temperature drops below 175 degrees F.

C. Use tandem roller for final rolling. Double coverage with approved pneumatic roller on asphaltic concrete surface is acceptable after flat wheel and tandem rolling has been completed.

D. Along walls, curbs, headers and similar structures, and in locations not accessible to rollers, compact mixture thoroughly with lightly oiled tamps.

E. Compact binder course and surface course to density not less than 94 percent nor more than 98 percent of the maximum possible density of voidless mixture composed of same materials in like proportions.

3.05 TOLERANCES

A. Furnish templates for checking surface in finished sections. Maximum deflection of templates, when supported at center, shall not exceed 1/8 inch.

B. Completed surface, when tested with 10-foot straightedge laid parallel to center line of pavement, shall show no deviation in excess of 1/8 inch in 10 feet. Correct any surface not meeting this requirement.

3.06 FIELD QUALITY CONTROL

A. Testing will be performed under provisions of Section 01454 - Testing Laboratory Services.

B. Minimum of one core will be taken at random locations per 1000 feet per lane of roadway or 500 square yards of base to determine in-place depth and density.

C. In-place density will be determined in accordance with Tex-207-F and Tex-227-F from cores or sections. Other methods of determining in-place density, which correlate satisfactorily with results obtained from roadway specimens, may be used when approved by Engineer.

D. Contractor may, at his own expense, request three additional cores in vicinity of cores indicating nonconforming in-place depths. In-place depth at these locations shall be average depth of four cores.

E. Fill cores and density test sections with new compacted asphaltic concrete.

3.07 NONCONFORMING PAVEMENT

A. Remove and replace any non – conforming pavement.

B. Remove and replace areas of asphalt found deficient in thickness by more than 10 percent. Use new asphaltic base of thickness shown on Drawings.

C. Replace nonconforming pavement sections.

3.08 UNIT PRICE ADJUSTMENT

A. Unit price adjustments shall be made for in-place depth determined by cores as follows:

1. Adjusted Unit Price shall be ratio of average thickness as determined by cores to thickness bid upon, times unit price bid.

2. Adjustment shall apply to lower limit of 90 percent and upper limit of 105 percent of unit price.

3. Average depth below 90 percent may be rejected by Engineer.

3.09 PROTECTION

A. Do not open pavement to traffic until 12 hours after completion of rolling, or as shown on Drawings.

B. Maintain asphaltic concrete pavement in good condition until completion of Work.

C. Repair defects immediately by replacing asphaltic concrete pavement to full depth.

END OF SECTION

Section 02742

PRIME COAT

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Prime coat for asphaltic concrete paving

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for prime coat under this Section. Include payment in unit price for material being primed.

2. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittal Procedures.

B. Submit product data for proposed prime coat.

C. Submit report of recent calibration of distributor.

PART 2 P R O D U C T S

A. Cutback Asphalt

B. Provide moisture-free homogeneous material which will not foam when heated to 347 degrees F and which meets following requirements:

C. Asphalt material for prime coat shall be MC-30 or MC-70 and shall meet following requirements:

PROPERTIES	TYPE - GRADE			
	MC-30		MC-70	
	MIN.	MAX.	MIN.	MAX.
Water, Percent	---	0.2	---	0.2
Flash Point, T.O.C., °F	100	---	100	---
Kinematic Viscosity at 140°F, cst	30	60	70	140

2. Distillate shall be as follows, expressed as percent by volume of total distillate to 680 degrees F:

TEMPERATURE	TYPE-GRADE			
	MC-30		MC-70	
	MIN.	MAX.	MIN.	MAX.
to 437°F	---	25	---	20
to 500°F	40	70	20	60
to 600°F	75	93	65	90
Residue from 680°F Distillation, Volume, Percent	50	---	55	---

3. Tests on Distillation Residue:

TEST	TYPE-GRADE			
	MC-30		MC-70	
	MIN.	MAX.	MIN.	MAX.
Penetration at 77°F, 100g, 5 sec., cm	120	250	120	250
Ductility at 77°F, 5 cm/min., cm	100*	---	100*	---
Solubility in Trichloroethylene, %	99	---	99	---
Spot Test	All Negative			

*If penetration of residue is more than 200 and ductility at 77 degrees F is less than 100 cm, material will be acceptable if its ductility at 60 degrees F is more than 100 cm.

2.02 EMULSIFIED PETROLEUM RESIN

A. EPR-1 Prime: Slow curing emulsion of petroleum resin and asphalt cement conforming to the following requirements:

PROPERTIES	MIN.	MAX.
Fural Viscosity at 77°F, Sec	14	40
Residue by Evaporation, % by Weight	60	-
Sieve Test, %	-	0.1
Particle Charge Test	Positive	
Tests on the Distillation Residue:		
Flash Point, COC (F)	400	-
Kinematic Viscosity @ 140 F (cst)	190	350

B. For use, EPR-1 may be diluted with water up to a maximum three parts water to one part EPR-1 in order to achieve desired concentration of residual resin/asphalt to facilitate application.

PART 3 E X E C U T I O N

3.01 EXAMINATION

A. Verify base is ready to support imposed loads.

B. Verify lines and grades are correct.

3.02 PREPARATION

A. Thoroughly clean base course surface of loose material by brooming prior to application of prime coat.

B. Prepare sufficient base in advance of paving for efficient operations.

3.03 APPLICATION, BASIC

A. Apply prime coat with approved type of self-propelled pressure distributor. Distribute prime coat evenly and smoothly under pressure necessary for proper distribution.

B. Keep storage tanks, piping, retorts, booster tanks, and distributors used in handling asphaltic materials clean and in good operating condition. Conduct operations so that asphaltic material does not become contaminated.

C. If yield of asphaltic material appears to be in error, recalibrate distributor prior to continuing work.

D. Maintain the surface until Work is accepted by Owner.

3.04 APPLICATION, CUTBACK ASPHALT

A. Do not place prime coat when air temperature is below 60 degrees F and falling. Materials may be placed when air temperature taken in shade and away from artificial heat is above 50 degrees F and rising.

B. Distribute at rate of 0.25 to 0.35 gallons per square yard.

C. Equipment shall be capable of reporting temperature of asphaltic material in heating equipment and in distributor, for determining rate of application, and for obtaining uniformity at junction of two distributor loads. Maintain in accurate working order, including recording thermometer at storage heating unit at all times.

D. Temperature of application shall be based on temperature-viscosity relationship that will permit application of asphalt with viscosity of 100 to 125 centistokes. Maintain asphalt within 15 degrees F of temperature required to meet viscosity. Selected temperature shall be within following range.

Prime Coat Type	Minimum (°F)	Maximum (°F)
MC-30	70	150
MC-70	125	175

E. Do not allow temperature of MC-30 to exceed 175 degrees F at any time.

F. Do not allow temperature of MC-70 to exceed 200 degrees F at any time.

3.05 APPLICATION, EMULSIFIED PETROLEUM RESIN

A. Do not place prime coat when air temperature is below 36 degrees F and falling.

B. Distribute at rate of 0.15 to 0.25 gallons per square yard.

3.06 PROTECTION

A. Prevent traffic or placement of subsequent courses over freshly applied prime coat until authorized by Resident Project Representative.

END OF SECTION

Section 02743

TACK COAT

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Tack coat for asphaltic concrete paving.p

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for tack coat under this Section. Include payment in unit price for asphaltic pavements.

2. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. ASTM D 244 - Standard Test Methods for Emulsified Asphalts.

1.04 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittal Procedures.

B. Submit product data for proposed tack coat.

C. Submit report of recent calibration of distributor.

PART 2 P R O D U C T S

2.01 CUTBACK ASPHALT

A. Provide moisture-free homogeneous material which will not foam when heated to 347 degrees F and which meets following requirements:

1. Asphalt material for tack coat: RC-250 and meet following:

PROPERTIES	RC – 250	
	MIN.	MAX.
Water, Percent	---	0.2
Flash Point, T.O.C.,°F	80	---
Kinematic Viscosity at 140°F, cst	250	400

2. Distillate: Expressed as percent by volume of total distillate to 680 F:

TEMPERATURE	RC – 250	
	MIN.	MAX.
to 437°F	40	75
to 500°F	65	90
to 600°F	85	---
Residue from 680°F Distillation, Volume, Percent	70	---

3. Tests on Distillation Residue:

PROPERTIES	RC – 250	
	MIN.	MAX.
Penetration at 77°F, 100g, 5 sec.	100	150
Ductility at 77°F, 5 cm/min. cms	100	---
Solubility in Trichloroethylene, %	99	---
Spot Test	All Negative	

2.02 EMULSION

A. Provide homogeneous material which shall show no separation of asphalt after mixing and shall meet the viscosity requirements at any time within 30 days after delivery.

1. Emulsion material for tack coat: SS-1 and meet following:

PROPERTIES	SS – 1	
	MIN.	MAX.
Furol Viscosity at 77°F, sec.	30	100
Residue by Distillation, %	60	---
Oil Portion of Distillate, %	---	2
Sieve Test, %	---	0.1
Miscibility (Standard Test)	Passing	Passing
Cement Mixing, %	---	2.0
Storage Stability, 1 Day, %	---	1
Test on Residue: Penetration at 77°F, 100g, 5 sec. Solubility in Trichloroethylene, %	 120 97.5	 160 ---

Ductility at 77°F, 5 cm/min., cms	100	—

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify compacted base is ready to support imposed loads.

B. Verify lines and grades are correct.

3.02 PREPARATION

A. Thoroughly clean base course or concrete surface of loose material by brooming prior to application of tack coat.

3.03 APPLICATION

A. Apply tack coat uniformly by use of approved distributor at rate not to exceed 0.05 gallons per square yard of surface.

B. Paint contact surfaces of curbs and structures, and joints with thin uniform coat of tack coat.

C. Cutback Asphalt:

1. Do not place tack coat when air temperature is below 50 degrees F and falling. Materials may be placed when air temperature taken in shade and away from artificial heat is above 40 degrees F and rising.

2. Temperature of tack coat shall be between 125 degrees F and 180 degrees F when applied.

3. Do not heat tack coat above 200 degrees F at any time.

3.04 PROTECTION

A. Prevent traffic or placement of subsequent courses over freshly applied tack coat until authorized by Resident Project Representative.

END OF SECTION

SECTION 02920

TOPSOILING AND FINISHED GRADING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Furnish all labor, materials, tools, equipment, and services for all topsoiling and finished grading, as indicated, in accord with provisions of contract documents.

B. Completely coordinate with work of all other trades.

C. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation.

1.2 LOCATION OF WORK

A. All areas within limits of construction, areas of surplus material disposal, and all areas which are disturbed in the course of the work.

1.3 RELATED SECTIONS

A. Section 02200 - Earthwork and Site Grading

B. Section 02233 - Clearing and Grubbing

1.4 QUALITY ASSURANCE

A. Finish Grading Tolerance:
   1. 0.1 ft. (30 mm) plus/minus from required elevations.

1.5 JOB CONDITIONS:

A. Verify amount of topsoil stockpiled and determine amount of additional topsoil, if necessary to complete work.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Topsoil:
   1. Original fertile, friable surface soil typical of the area, capable of supporting native plant growth, reasonably free of subsoil, clay, weeds, roots, and stones larger than 1 inch.
      a. Use existing topsoil stockpiled under Section 02100.
      b. If amount of topsoil stockpiled is less than amount necessary for the work, furnish all additional topsoil required at no additional cost to the Owner.
      c. Contractor may import topsoil to the site with prior review and approval by the Owner's Representative.

B. Surplus Material:

1. Legally dispose of surplus material offsite.

PART 3 - EXECUTION

3.1 ROUGH GRADE REVIEW

A. Rough grading shall be inspected and approved by owner's representative before site work proceeds.

3.2 PREPARATION

A. Correct, adjust and/or repair rough graded areas.
   1. Cut off mounds and ridges.
   2. Fill gullies and depressions.
   3. Perform other necessary repairs.
   4. Bring all sub-grades to specified contours, even and properly compacted.

B. Remove all stones and debris over 2 in. (50 mm) in any dimension.

3.3 PLACING TOPSOIL

A. Do not place topsoil when subgrade is either wet or frozen enough to cause clodding.

B. Spread topsoil to minimum compacted depth of 6 in. (100 mm) for all disturbed earth areas.

C. Make finished surface free of stones, sticks, dirt clods or other material 1 in. (25 mm) or more in any dimension.

D. Drag finish with harrow (or hand rake) to insure smooth finish to the lines and grades indicated.

E. Restore areas occupied by stockpiles to condition of rest of finished work.

3.4 ACCEPTANCE

A. Upon completion of topsoiling, obtain owner's representative acceptance of grade and surface.

END OF SECTION

Section 02738

HYDRATED LIME AND LIME SLURRY

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This item establishes the requirements for hydrated lime and commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed materials or mixtures for stabilization of subgrade, subbase and base construction.

B. This specification is applicable for projects or work involving either inch-pound or SI units. Within the text and accompanying tables, the inch-pound units are given preference followed by SI units shown within parentheses.

1.02 MEASUREMENT AND PAYMENT

A. Lime will be measured and paid for in accordance with the governing specifications for the items of construction in which lime is used (e.g. Standard Specification 02739 " LIME TREATMENT"), except that lime treatment for small applications required to stabilize a problem area shall be paid per pound (kilograms: 1 kilogram equals 2.205 pounds) applied. The unit bid price for small applications shall include full compensation for all spreading, mixing and shaping required to stabilize the surface and for any other materials, manipulation, labor, tools, equipment and incidentals necessary to complete the work.

B. Payment will be made under the following:

Small Area Application of Hydrated Lime, Type A	Per Pound.
Small Area Application of Lime Slurry, Type B	Per Pound.
Small Area Application of QuickLime, Type C	Per Pound.

1.03 SUBMITTALS

The submittal requirements of this specification item may include:

A. A plan identifying type, grade, chemical and physical composition of proposed lime application, and

B. A plan for sampling and testing of lime slurry.

1.04 REFERENCES

02739 Lime Treatment

Texas Department of Transportation: Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges

Designation	Description
Item No. 264	Lime and Lime Slurry

Texas Department of Transportation: Manual of Testing Procedures

Designation	Description
Tex-112-E	Methods of Admixing Lime to Reduce Plasticity Index of Soils
Tex-121-E	Soil Lime Testing
Tex-600-J	Sampling and Testing of Hydrated Lime, Quicklime and Commercial Lime Slurry

Texas Department of Transportation: Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges

Designation	Description
Item No. 100	Preparing Right of Way
Item No. 110	Excavation
Item No. 112	Subgrade Widening
Item No. 132	Embankment
Item No. 150	Blading
Item No. 158	Specialized Excavation Work
Item No. 204	Sprinkling
Item No. 210	Rolling (Flat Wheel)
Item No. 211	Rolling (Tamping)
Item No. 213	Rolling (Pneumatic Tire)

Texas Department of Transportation: Manual of Testing Procedures

Designation	Description
Tex-103-E	Determination of Moisture Content of Soil Materials
Tex-104-E	Determination of Liquid Limit of Soils
Tex-105-E	Determination of Plastic limit of Soils
Tex-106-E	Method of Calculating the Plasticity Index of Soils
Tex-114-E	Laboratory Compaction Characteristics & Moisture Density Relationship of Subgrade and Soil
Tex-115-E	Field Method for Determination of In-Place Density of Soils & Base Materials

PART 2 PRODUCTS

2.01 MATERIALS

The various types and grades are defined and identified as follows:

A. Type A (Hydrated Lime)

Type A Hydrated Lime shall consist of a dry powder obtained by treating quicklime with enough water to satisfy its chemical affinity for water under the conditions of its hydration. This material shall consist essentially of calcium hydroxide or a mixture of calcium hydroxide and a small allowable percentage of calcium oxide, magnesium oxide and magnesium hydroxide.

When sampled and tested according to prescribed TxDOT Standard Specification Item No. 264, hydrated lime shall conform to the following requirements as to chemical and physical composition:

Chemical Composition Requirements

Total "active" lime content, percent by weight (mass) {i.e., % by weight (mass) [$Ca(OH)_2$] + % by weight (mass) [CaO]}	Minimum 90.0 %
Note: No more than 5 % by weight (mass) calcium oxide (unhydrated lime) will be allowed in determining the total 'active' lime content.	
Unhydrated lime content, % by weight (mass), CaO	Maximum 5.0 %
"Free water" content, % by weight (mass), H_2O	Maximum 5.0 %

The percent by weight (mass) of residue retained, wet sieve, shall conform to the following requirements:

Wet Sieve Requirements

Residue retained on No. 6 (3.35 mm) sieve	Maximum. 0.2 %
Residue retained on No. 30 (600 □m) sieve	4.0 %

Specifications for Type A applies specifically to the normal hydrate of lime made from "high-calcium" type limestone. Hydrated Lime for stabilization purposes shall be applied as a dry powder or mixed to form a slurry before application as indicated on the Drawings. The slurry shall be free of liquid other than water.

B. Type B (Commercial Lime Slurry)

Type B Lime Slurry shall be a pumpable suspension of solids in water. The slurry shall be furnished at or above the minimum "Dry Solids" content as approved by the Engineer or designated representative and must be of a consistency that can be handled and uniformly applied without difficulty. The water of the liquid portion of the slurry shall not contain dissolved material in sufficient quantity and/or nature to make it injurious or objectionable for the purpose intended. The solids portion of the mixture, when considered on the basis of "solids content", shall consist principally of hydrated lime of a quality and fineness sufficient to meet the requirements as to chemical composition and residue identified below.

When sampled and tested according to prescribed TxDOT Standard Specification Item No. 264, hydrated lime shall conform to the following requirements as to chemical and physical composition:

1. Chemical Composition. The "solids content" of lime slurry shall have a hydrate alkalinity Ca(OH)2 of not less than 87 percent by weight (mass).

2. Residue (Wet Sieve)

The percent by weight (mass) of residue retained in the "solids content" of lime slurry shall conform to the following requirements:

Residue retained on No. 6 (3.35 mm) sieve	Maximum 0.2 %
Residue retained on No. 30 (600 □m) sieve	Maximum 4.0 %.

C. Type C: Quicklime Pellets

Quicklime pellets shall conform to TxDOT Grade DS (TxDOT Specification Item 264) and are only allowable when indicated on the Drawings or when approved by the Engineer or designated representative. Quicklime pellets shall be of a gradation suitable for either "Dry Placing" or for preparation of a slurry for "Wet Placing".

When sampled and tested according to prescribed TxDOT Standard Specification Item No. 264, the quicklime lime shall conform to the following requirements as to chemical and physical composition:

1. Chemical Composition. The "solids content" of lime slurry shall have a hydrate alkalinity CaO of not less than 87 percent by weight (mass).

2. Residue (Wet and Dry Sieve)

The percent by weight (mass) retained in the "solids content" of quicklime shall conform to the following requirements:

Wet Sieve Requirements

Residue retained on No. 6 (3.35 mm) sieve	Maximum 8.0 %

Dry Sieve Requirements

Retained on 1 inch (25 mm) sieve	0.0 %
Retained on 3/4 inch (19 mm) sieve	Maximum of 10.0 %
Retained on No. 100 (150 □m) sieve	Minimum of 80.0 %

D. Water

Water shall be clean and free of industrial wastes and other objectionable substances harmful to the lime and the environment.

2.02 SAMPLING AND TESTING

The sampling and testing of lime slurry shall be conducted in accordance with TxDOT Test Methods: Tex-112-E, Tex-121-E and Tex-600-J.

END OF SECTION

Section 2739

LIME TREATMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This item shall govern the preparation and treatment of the subgrade, existing subbase or existing base by pulverizing the existing materials; furnishing and applying lime; mixing; mellowing for a minimum of 12 hours and compacting the mixed material to the required depth and density. This item applies to treatment of natural ground, embankment or existing pavement structure and shall be constructed as specified herein and in conformity with the typical sections, lines and grades on the drawings or as directed by the Engineer or designated representative. If the type of lime to be placed is not indicated on the drawings, the Contractor shall use Type B, Commercial Lime Slurry or Type C quick lime pebbles for all applications on areas larger than 100 square feet (10 square meters).

This specification is applicable for projects or work involving either inch-pound or SI units. Within the text inch-pound units are given preference followed by SI units shown within parentheses.

1.02 SUBMITTALS

The submittal requirements of this specification item may include:

A. Mix design information (Transportation Criteria Manual Section 3.2.1.A, "Lime Stabilization"),

B. Type of lime and rate of lime application, and

C. Equipment proposed for use in proof rolling, pulverizing, mixing, placement and compaction operations.

1.02 MEASUREMENT AND PAYMENT

A. Lime-conditioning of the type, grade and rate of application on the subgrade, existing subbase and existing base shall be measured by the square yard (square meter: 1 square yard equals 0.836 square meters) to neat lines as shown on the typical sections.

B. Reworking a section to provide the proper compaction shall be measured by the square yard (square meter: 1 square yard equals 0.836 square meters).

C. Work performed and materials furnished as prescribed by this item and measured as provided under "Measurement" will be paid for as follows:

1. "Lime Treated Subgrade," "Lime Treated Existing Subbase" and "Lime Treated Existing Base" will be paid for at the unit bid price per square yard.

2. The unit bid prices shall include full compensation for: preparing the roadbed; furnishing all materials; all freight involved; public scales weighing charges or furnishing scales and labor involved in weighing the material; loosening, mixing, pulverizing, spreading, drying, furnishing and application of lime, sprinkling, rolling, shaping, proof rolling, maintenance and all manipulations, reworking, labor, equipment, fuels, tools and incidentals necessary to complete the work.

3. Reworking a section shall include full compensation for: loosening lime treated layer, furnishing and application of additional lime, road mixing, sprinkling, rolling, shaping, proof rolling, maintenance and all manipulations, labor, equipment, fuels, tools and incidentals necessary to complete reworking.

4. Payment will be made under one of the following:

Lime Treated Subgrade, (8in. Thick)	Per Square Yard.
Lime Treated Existing Subbase, (8in. Thick)	Per Square Yard.
Lime Treated Existing Base, (8 in. Thick)	Per Square Yard.

1.03 REFERENCES

Designation	Description
02738	Hydrated Lime and Lime Slurry
01572	Source Controls for Erosion and Sedimentation
02041	Rolling
02741	Asphalt Concrete Pavement

Texas Department of Transportation: Manual of Testing Procedures

Designation	Description
Tex-101-E, Part III	Preparation of Soil and Flexible Base Materials for Testing
Tex-106-E	Methods of Calculating the Plasticity Index of Soils
Tex-114-E	Laboratory Compaction Characteristics & Moisture Density Relationship of Subgrade & Embankment Soil
Tex-115-E	Field Method for Determination of In-Place Density of Soils & Base Materials
Tex-121-E, Part II	Soil Lime Testing
Tex-140-E	Measuring Thickness of Pavement Layer
Tex-600-J	Sampling and Testing of Hydrated Lime, Quicklime and Commercial Lime Slurry

RELATED CROSS REFERENCE MATERIALS

Texas Department of Transportation: Manual of Testing Procedures

Designation	Description

Tex-103-E	Determination of Moisture Content in Soil Materials
Tex-104-E	Determination of Liquid Limit of Soils
Tex-105-E	Determination of Plastic Limit of Soils

PART 2 PRODUCT

2.01 MATERIALS

A. Lime.

1. The lime shall meet the requirements of SECTION 02738 "Hydrated Lime and Lime Slurry" for the type of lime specified in the drawings or as directed by the Engineer or designated representative.

2. When Type B, Commercial Lime Slurry, is specified, the Contractor shall select the "Dry Solids" content to be used in the slurry prior to construction and shall notify the Engineer in writing 5 working days before changing the "Dry Solids" content.

3. When dry placement of Type C quicklime pebbles are indicated on the Drawings or approved by the Engineer or designated representative, the pebbles shall conform to TxDOT Grade DS (TxDOT Specification Item 264) and shall have a gradation suitable for dry placement.

4. If lime is furnished in bags, each bag shall bear the manufacturer's certified weight (mass). Bags varying more than 5 percent from that weight (mass) may be rejected and the average weight (mass) of bags in any shipment, as shown by weighing 10 bags selected at random, shall not be less than the manufacturer's certified weight (mass).

B. Water

The water shall meet the material requirements of applicable specification in this project manual.

C. Asphalt

The asphalt shall conform to the requirements of 02741 Asphalt Concrete Pavement

PART 3 EXECUTION

3.01 EQUIPMENT

A. The pulverizing, mixing and proof rolling machinery, tools and equipment, which are necessary for the proper execution of the work, shall be approved by the Engineer or designated representative. The equipment shall be located on the project site prior to the initiation of construction operations.

B. During the conduct of the Work all in-use machinery, tools and equipment shall be maintained in a satisfactory and workmanlike manner.

C. Hydrated lime shall be stored and handled in closed, weatherproof containers up to the time that mixing is initiated to form a slurry for distribution on the areas to be treated. If storage bins are used, they shall be completely enclosed. Hydrated lime in bags shall be stored in weatherproof buildings with adequate protection from ground dampness.

D. If lime is furnished in trucks, each truck shall have the weight (mass) of lime certified on public scales or the Contractor shall place a set of standard platform truck scales or hopper scales at a location approved by the Engineer or designated representative.

3.01 CONSTRUCTION METHODS

A. General

a. Prior to commencement of the work, all required erosion control and tree protection measures shall be in place and the utilities located and protected as specified in the City of Austin Standard Contract Document Section 00700, "General Conditions". Construction equipment shall not be operated within the drip line of trees unless otherwise indicated on the drawings or directed by the Engineer or designated representative. Construction materials shall not be stockpiled under the canopies of trees. Excavation or embankment materials shall not be placed within the drip line of trees until appropriate tree wells are constructed.

b. The placement of lime shall not be allowed to adversely impact vegetation, drainageways or waterways, storm water inlets or overflow channels. Structures shall be screened, blocked or protected to prevent lime from entering any structure or waterway.

c. It is the primary requirement of this specification to secure a completed course of treated material, which contains a uniform lime mixture at the rate specified on the drawings or directed by the Engineer or designated representative, is free from loose or segregated areas, exhibits uniform density and moisture content, is well bound for its full depth and displays a smooth surface suitable for placement of subsequent courses. It shall be the responsibility of the Contractor to: regulate the sequence of his work, use the proper amount of lime, maintain the work and rework the courses as necessary to meet the above requirements.

B. Preparation of Subgrade or Existing Base.

a. Unless indicated otherwise on the drawings or directed otherwise by the Engineer or designated representative, the Contractor shall proof roll the roadbed/subgrade in accordance with Standard Specification Item No. 236S, "Rolling (Proof)" prior to pulverization or scarification of the existing material and/or subgrade. Any unstable or spongy subgrade areas identified by proof rolling shall be corrected either by additional re-working, drying and compaction, or by removal and replacement of unsuitable materials. When specifically directed by the Engineer or designated representative, the Contractor shall re-work the subgrade in accordance with Section 201S.3, "Construction Methods" of Standard Specification Item No. 201S, "Subgrade Preparation."

b. Prior to treatment of existing material and/or subgrade the layer to be treated shall be constructed shaped to conform to the typical sections, lines and grades as indicated on the Drawings or as established by the Engineer or designated representative. This work shall be done in accordance with the provisions of applicable bid items. When shown on the Drawings, any existing asphaltic concrete pavement shall be removed and the work will be paid for in accordance with the applicable bid items.

c. When the Contractor elects to use a cutting and pulverizing machine that will process the material to the specified depth, the Contractor will not be required to excavate to the secondary grade or windrow the material. This method will be permitted only if a machine is provided, which will insure that the material is cut uniformly to the proper depth and which has cutters that will plane the secondary grade to a uniform surface over the entire width of the cut. The machine shall provide a visible indication of the depth of cut at all times.

d. The material, either before or after lime is applied, shall be excavated to the secondary grade (i.e. proposed depth of lime treatment) and removed or windrowed to expose the

secondary grade. The secondary grade shall be blue topped at the edge, 1/4 points and along the centerline at not more than 50-foot (15.25 meters) centers. Any wet or unstable materials, located below the secondary grade, shall be corrected, as directed by the Engineer or designated representative, by removing the unstable material or by scarifying, adding lime and compacting until uniform stability is attained.

e. The Contractor shall instruct their crews in the proper handling of lime to ensure that the workers and the public are adequately protected during lime handling and application operations.

C. Premixing Surface

a. When any material is uncovered during the premixing operation that exhibits properties different from the anticipated material, the Engineer or designated representative shall secure a sample of the material for appropriate testing to establish a suitable rate of lime application for the material.

D. Lime Application

a. The percentage of lime to be added by weight (mass) in pounds per square yard (kilograms per square meter) shall be as directed in this document or in accordance with the Lime mix design indicated on the Drawings and may be varied by the Engineer or designated representative if conditions warrant.

b. Unless otherwise approved by the Engineer or designated representative, the lime operation shall not be started when the air temperature is below 41oF (5oC) and falling, but may be started when the air temperature is above 35oF (2oC) and rising. The temperature will be taken in the shade and away from artificial heat.

c. Lime shall not be placed when weather conditions in the opinion of the Engineer or designated representative are unsuitable.

d. Lime shall only be applied to those areas that can be properly processed during the same working day.

e. The application and mixing of lime with the existing material shall be accomplished by the methods hereinafter described as "Dry Placement" or "Slurry Placement." Dry placement will only be permitted for small isolated areas as indicated on the drawings or as directed by the Engineer or designated representative. The minimum rate of lime solids application shall be seven (7) percent by weight (mass), unless indicated otherwise on the Drawings or as directed by the Engineer or designated representative.

f. Any lime exposed to the air for more than six (6) hours and any lime lost or damaged before application due to rain, wind or other cause will be rejected and replaced by the Contractor at its own expense.

1. Dry Placement

a. The lime shall be spread by a spreader approved by the Engineer or designated representative or by bag distribution at the rates shown on the Drawings or as directed by the Engineer or designated representative.

b. The lime shall be distributed at a uniform rate and in such manner as to reduce the scattering of lime by wind. Lime shall not be applied when the wind conditions, in the opinion of the Engineer or designated representative, are such that blowing lime becomes objectionable to adjacent property owners or dangerous to traffic. A motor grader will not be used to spread Type A Hydrated lime but may be used to spread Type C Quicklime Grade "DS" pebbles.

c. The material shall be sprinkled, as approved by the Engineer or designated representative, until the proper moisture content has been secured.

2. Slurry Placement

a. The lime shall be mixed with water in a mixer or trucks with approved distributors to form a slurry with a solids content approved by the Engineer or designated representative. Application of the slurry shall be attained by successive passes over a measured section of roadway until the proper moisture and lime content has been secured. The distributor truck shall be equipped with an agitator, which will keep the lime and water in a uniform mixture.

E. Mixing

a. The mixing procedure shall be the same for "Dry Placement" or "Slurry Placement" as herein described.

b. During the interval of time between application and mixing, hydrated lime that has been exposed to the open air for a period of 6 hours or more or to excessive loss due to washing or blowing will not be accepted and the area shall be retreated.

c. In addition to the above, when Type C Quicklime, Grade "DS", is used under "Dry Placing", the material and lime shall be mixed as thoroughly as possible at the time of the lime application. Sufficient moisture shall be added during the mixing to hydrate the quicklime. After mixing, and prior to compaction, the mixture of material, quicklime and water, shall be moist cured for two (2) to seven (7) days, as approved by the Engineer or designated representative. After curing, mixing shall continue until the material and lime are thoroughly blended to the satisfaction of the Engineer or designated representative.

d. The material and lime shall be thoroughly mixed by road pulverizer equipment approved by the Engineer or designated representative. The material and lime shall be brought to the proper moisture content and the mixing shall be continued until a homogeneous, friable mixture of material and lime is obtained. The lime-material mixture shall be free from all clods or lumps so that, when all nonslaking aggregates retained on the #4 (4.75 mm) sieve are removed, the remainder of the material shall meet the following pulverization requirements, when tested in accordance with TxDOT Test Method Tex-101-E, Part III:

	Percent
Minimum Passing the 1 3/4 inch (45 mm) Sieve	100
Minimum Passing the 3/4 inch (19 mm) Sieve	85
Minimum Passing the No. 4 (4.75 mm) Sieve	60

When the lime-material mixture satisfies the requirements above, the mixture shall be allowed to "mellow" for a minimum of 12 hours prior to the initiation of compaction.

F. Compaction

a. Prior to initiation of compaction, the material shall be aerated or sprinkled as necessary to provide the optimum moisture. The lime-conditioned materials shall then be shaped and uniformly compacted to the sections; lines and grades indicated on the drawings or as directed by the Engineer or designated representative. Compaction shall continue until the entire depth of mixture is uniformly compacted as shown on the Drawings, as specified herein, or as directed by the Engineer or designated representative.

b. When shown on the Drawings or approved by the Engineer or designated representative, multiple lifts will be permitted; however the 12-hour "mellowing" procedure is required for each lift. Individual lift thickness should not exceed 8 inches (200 mm).

c. The course shall be sprinkled as required and compacted to the extent necessary to provide the density specified below:

Description	Density, Percent
For lime-conditioned subgrade, existing subbase or existing base that will receive subsequent subbase or base courses.	Not less than 95% of 'optimum density' or as otherwise indicated on the drawings.
For lime-conditioned existing base that will receive surface courses	Not less than 98% of 'optimum density' or as otherwise indicated on the drawings.

d. Testing for the 'optimum density' used for compaction control shall conform to TxDOT Test Method Tex-113-E. In addition to the requirements specified for density, the full depth of the material indicated shall be compacted to the extent necessary to remain firm and stable under construction equipment. After each section is completed and proof rolled in accordance with Specification Section No. 236S, in place compaction tests will be conducted, as necessary, by the Engineer or designated representative in accordance with TxDOT Test Method, Tex 115-E. If the material fails to meet the density requirements, it shall be reworked as necessary to meet these requirements. Throughout the entire operation the shape of the course shall be maintained by blading and the surface upon completion shall be smooth and in conformity with the typical sections, lines and grades as shown on the Drawings or as established by the Engineer or designated representative.

e. If the lime-conditioned material, due to any reason or cause, loses the required stability, density and finish before the next course is placed, it shall be re-compacted and refinished at the sole expense of the Contractor.

G. Reworking a Section

a. When a section is reworked within 72 hours after completion of compaction, the Contractor shall rework the section to provide the required compaction. When a section is reworked more than 72 hours after completion of compaction, the Contractor shall add 25 percent of the original specified rate of lime application during the reworking operation.

b. Reworking shall include loosening, road mixing as approved by the Engineer or designated representative, compacting and finishing. When a section is reworked, a new optimum density will be determined from the reworked material in accordance with TxDOT Test Method Tex-113-E.

3.02 FINISHING, CURING AND PREPARATION FOR SURFACING

A. After the final layer or course of the lime conditioned subgrade, subbase or base has been compacted, it shall be brought to the required lines and grades in accordance with the typical sections indicated on the drawings. The completed section shall then be "finished off" by rolling with a pneumatic tire or other suitable roller, approved by the Engineer or designated representative, that is sufficiently light in loading to prevent hair cracking.

B. The Contractor shall set blue tops at edges, 1/4 point, and along the centerline at not more than 50 foot (15.25 meter) spacing. The completed section shall be maintained in a moist cured condition for a minimum of 3 days either by maintenance of moist conditions by water sprinkling or by the prevention of moisture loss due to drying by the addition of an asphalt prime coat as indicated on the drawings or as directed by the Engineer or designated representative at the rate of 0.05 to 0.20 gallons per square yard (0.2 to 0.9 liters per square meter) before further courses are added or any through traffic is permitted, unless otherwise directed by the Engineer or designated representative. Curing shall continue for a minimum of seven (7) days before further courses are added or traffic is permitted access, unless a shorter curing period is approved by the Engineer or designated representative.

C. If the drawings require the lime-conditioned material to be sealed or covered by other courses of material, the seal or other course shall be applied within 14 days after final mixing is completed, unless otherwise directed by the Engineer or designated representative. If the 14 day limit cannot be achieved because of insufficient strength gain or other problem with the lime-treated layer, the Contractor shall rework the section in accordance with Section 203S.5(G) above.

3.03 SAMPLING AND TESTING

A. The lime-conditioned mixture shall be tested daily at the Project site for conformance to specification requirements. The Engineer or designated representative shall determine sample locations based on the Contractor's anticipated production. Each day's anticipated production shall be sectioned into three (3) equal, single-pass, sub-area lots. Each day's sample locations shall be equally distributed over the three (3) sub-areas. Also, no more than one location of the three (3) sub-areas is to be located in an irregular shaped area such as a cul-de-sac.

B. When, in the opinion of the Engineer or designated representative, test results appear unrepresentative, additional testing may be authorized. Retesting due to failures or to resolve unrepresentative results will be at the expense of the Contractor and the results of the retesting shall be averaged with the results of the original testing. If the results of retesting indicate that the original testing was erroneous, the original test results will be discarded.

C. The Engineer will obtain samples of completed work to conduct the following tests:

Testing Requirement TxDOT Test Procedure

Optimum Moisture Density	Test Method Tex-113E
In-Place Density of Lime Conditioning	Test Method Tex 115-E
Thickness of Lime Conditioning	Test Method Tex-140-E & Tex-600-J
PI Reduction	Test Method Tex-106-E

The contractor shall repair areas disturbed while obtaining samples.

3.04 TOLERANCES

A. In-Place Density

a. The Work may be accepted provided no more than one (1) out of the most recent five (5) density tests performed is below the specified density, provided that the failing test is not more than 3 pounds per cubic foot (50 kilograms per cubic meter) below the specified density.

B. Dimensional

a. Areas of lime conditioning which do not meet the tolerances specified below will be delineated and shall be corrected to drawing dimensions by scarifying, remanipulating and recompacting the deficient areas at the Contractor's sole expense.

1. Thickness Requirements:

Under thickness shall not exceed ¾ inch (19 mm). Overthickness will be waived at no additional cost to the City.

2. Widths Requirements:

Roadway under width shall not exceed 6 inches (150 mm). Shoulder underwidth shall not exceed 3 inches (75 mm). If lime conditioning for both roadway and shoulder is constructed at the same time, the 6-inch (150-mm) underwidth tolerance shall apply. Overwidth will be waived at no additional cost to the City.

END OF SECTION

Section 02746

GEOGRID TEXTILE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This item covers the furnishing of all materials, equipment, labor and supervision necessary to install geotextile fabrics, of the types indicated, at the locations indicated on the plans or as directed by the Engineer.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for work performed under this Section. Include cost of such work in unit prices for Work requiring geotextile.

2. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. AASHTO M 288 - Standard Specification for Geotextiles.

B. ASTM D 3776 - Standard Test Methods for Mass per Unit Area (Weight) of Woven Fabric.

C. ASTM D 3786 - Standard Test Method for Hydraulic Bursting Strength of Knitted Goods and Non-Woven Fabrics - Diaphragm Bursting Tester Method.

D. ASTM D 3787 - Test Methods for Bursting Strength of Knitted Good Constant Rate of Traverse (CRT Ball Burst Test).

E. ASTM D 4491 - Standard Test Methods for Water Permeability of Geotextiles by Permittivity.

F. ASTM D 4533 - Standard Test Method for Trapezoid Tearing Strength of Geotextiles.

G. ASTM D 4632 - Standard Test Method for Breaking Load and Elongation of Geotextiles (Grab Method).

H. ASTM D 4751 - Standard Test Method for Determining Apparent Opening Size of Geotextiles.

I. ASTM D 4833 - Standard Test Method for Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products.

J. Corps of Engineers, COE CW - 02215 - Geotextiles Used As Filters.

1.04 SUBMITTALS

A. Conform to Section 01330 - Submittal Procedures.

B. Submit the standard manufacturer's catalog sheets and other pertinent information, for approval, prior to installation.

C. Submit installation methods, as a part of the work plan for excavation and installation of geogrid/geotextile. Obtain approval from Engineer for filter fabric material and the proposed installation method prior to use of the filter fabric.

PART 2 PRODUCTS

2.01 GEOTEXTILE

A. Subgrade Stabilization Geotextile
The use of geotextiles for subgrade stabilization under pavement construction is anticipated on the job, although specific locations, types and quantities will, by necessity, have to be field determined. To provide for isolated instability problems in subgrade excavations under pavement, a quantity of subgrade stabilization geotextile, of two types, has been included in the bid, and the Contractor will be expected to maintain an adequate amount of each on site for such eventualities. In addition, adequate quantities of biaxial geogrid is required for the construction of bioswale ditches at the locations shown on the plans.

Either of the following materials will be acceptable for pavement subgrade stabilization. For bioswale ditch construction, biaxial geogrid as described in paragraph B, below, is required.

B. Subgrade Stabilization Fabric shall be a woven or non-woven engineering geosynthetic, specially designed for subgrade separation and support, conforming to the requirements in Section 213-2 of the Standard Specifications.

C. Geogrid shall be Tensar Geogrid BX-1200, or approved equal. Reinforcement shall be a biaxially oriented geogrid with high tensile modulus in relation to the material being reinforced; with large apertures; thick ribs and continuity of tensile strength through all ribs of the structure. The geogrid shall maintain its reinforcement and interlock under normal construction practices, and shall be resistant to both ultraviolet degradation and all forms of biological degradation normally encountered in the material being reinforced. The geogrid shall be a single-layer grid that meets the dimensions and properties outlined below. Multi-layered grids fastened together shall not be acceptable. The biaxial geogrids shall also conform, in all respects, to the property requirements listed in Table 1:

TABLE 1			
PROPERTY	TEST METHOD	UNITS	VALUE
Tensile			
Peak Tensile MD[1]	GRI GG1	lb/ft	1200 (min)
Tensile @ 2% MD	GRI GG1	lb/ft	410 (min)
Tensile @ 5% MD	GRI GG1	lb/ft	810 (min)
Peak Tensile CMD[1]	GRI GG1	lb/ft	1970 (min)
Tensile @ 2% CMD	GRI GG1	lb/ft	600 (min)
Tensile @ 5% CMD	GRI GG1	lb/ft	1320 (min)
Modulus @ 2% Strain	GRI GG1[2]	lb/ft	18,500 (min)
Apertures			
MD dimensions	I.D. Calipered	in	1.0 (nom)
CMD dimensions	I.D. Calipered	in	1.3 (nom)
open area	COE Method Modified[3]	%	70 (min)
Junctions[4]			
Thickness	O.D. Calipered	in	0.16 (nom)
Efficiency	GRI GG2	%	90 (min)
Strength	GRI GG2	lb/ft	1080 (min)
Secant Aperture	Grid Aperture Test	cm-kg/deg	6.50

Notes:

1) MD - Machine Direction which is along roll length.
   CMD - Cross Machine Direction which is across roll width.
2) Secant Modulus at 2% elongation measured by Geosynthetic Research Institute Test Method GG1 – 1987 "Geogrid Tensile Strength." No offset allowances are made in calculating Secant Modulus.

PART 3 EXECUTION

3.01 CONSTRUCTION

A. Upon exposure of unstable subgrade materials, and when it is determined by the Engineer to be necessary, subgrade stabilization geotextile, either fabric or geogrid, shall be placed at the locations directed by the Engineer. The Contractor will place the geotextile in accordance with the manufacturer's recommendations, or in conformance with Section 300-10 of the Standard Specifications, whichever is more stringent. The material will then be backfilled with an adequate depth of sound aggregate or PMB, and compacted as required to provide a stable construction platform so that pavement construction can continue. The Contractor shall conform to the geotextile manufacturer's recommendations regarding overlap, pinning, backfill and other construction methods.

END OF SECTION

AI-57381 **Purchasing Department** **18. B. 2.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to Hidalgo County's Exiting Elected Official Policy, requesting approval of the following Requisitions and PO increases for HC Commissioner Pct #1:

- Purchase Order Increases #736148
- Requisition: 309805

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1350-431-00-121-229-0-721

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

BUDGETARY IMPACT:

Funds available as of 11-18-16

FISCAL YEAR: 2016 **ACCT. #:** 6-1200-431-00-121-005-0-540

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

BUDGETARY IMPACT:

Funds available as of 11-18-16.

Attachments

PO increase 736148

Req 309805

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/18/2016 02:38 PM
Budget & Management	Veronica Ortiz	11/18/2016 02:41 PM
Ivan Cantu	Ivan Cantu	11/18/2016 04:40 PM
Final Approval	Monica Badillo	11/18/2016 05:28 PM
Form Started By: Elena Gomez		Started On: 11/15/2016 01:48 PM
Final Approval Date: 11/18/2016		

CNTRL # RI31

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Pct.1
Contact Name: Anthony Webber
Telephone No.: (956)968-8733

Purchase Order No.: 736148
Increase No. 4 for this Purchase Order
Procurement Method:
- ☐ Contract #
- ☐ Cooperative Awarded Vendor (TBPC State Award, TCPN, TASB-Buyboard)
- ☐ Quotes over $1,000.00 (verbal quotes)
- ☐ Quotes over $5,000.00 (attach written quotes)

Vendor No.: 401374
Vendor Name: AIM MEDIA
Address: THE MONITOR BUSSINES OFFICE PO BOX 3267 MCALLEN, TX. 78502

Increase Purchase Order for the following items:

Quantity	UOM	Description	NIGP	Unit Price	Amount
1	LOT	*CLASSIFIED ADVERTISEMENT AS NEEDED*	*91502*		**$3,000.00**
1	LOT	1ST INCREASE, TO PAY INVOICE	91502		$560.00
1	LOT	2ND INCREASE, TO PAY INVOICES	91502		$2,903.20
1	LOT	3RD INCREASE, TO PAY INVOICES	91502		$5,000.00
1	LOT	4TH INCREASE, TO PAY INVOICES	91502		$3,000.00
		AMOUNT OF INCREASE REQUEST-			**$3,000.00**
		TOTAL AMOUNT			**$14,463.20**

Account Number: 6-1200-431-00-121-005-0-540

Liquidated: 9,211.08
Available: 3,000.-

Reason: INCREASE TO PAY FOR INVOICES.

Authorization: Katie Garcia — Department Head — Date: 11/14/16

Reviewed By: _____ Purchasing Department — Date: _____

Approved By: _____ Purchasing Agent — Date: _____

Approved By: _____ County Auditor — Date: _____

Requisition

Req # 00309805

PO #

Date: 11/18/16

Bill To: x
x

Vendor : 224278
RIO VALLEY PIPE, LLC
7301 W. EXPRESSWAY 83
MISSION TX 78572
FAX (956)585-8675

Ship To: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

Contact: OSCAR
956-968-8733

Contract No: OPEN MARKET

Special Instructions:
RK147

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	FT	REINFORCED CONCRETE PRECAST (TYPE"C") GRATE INLET - BOX - SIZE 4' X 4' X 8.0' - NO FLOOR	1,674.46	1,674.46
1.00	FT	REINFORCED CONCRETE PRECAST (TYPE "C") GRATE INLET - GRATE - SIZE 4' X 4' X - STYLE: BICYCLE PROOF	575.00	575.00
4.00	FT	REINFORCED CONCRETE PRECAST INLET - BLOCK	9.20	36.80
		Account No	Encumbrance	
		6-1350-431-00-121-229-0-721	1,674.46	
		6-1350-431-00-121-229-0-841	611.80	
			Freight	.00
			Total	2,286.26
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

RIO VALLEY PIPE, LLC dba CAPA is pleased to provide the following QUOTE.
We are herby submitting this proposal for your consideration...

Customer Name

HIDALGO CO. PCT #1
1902 JOE STEVENS AVE.
WESLACO, TX 78596

Attention:	Purchasing
Owner:	HCP1
Sales Rep.	CAPA
Prepared By:	Larry Hinojosa

Quote No. **22848**

Effective Date: 11/4/2016

Project Information

Milano Road Project

Bid Date & Time: -

Engineer: -

QTY	U/M	ITEM	PRODUCT DESCRIPTION	RATE	EXTENDED
1	EA	GRAT...	Reinforced Concrete Precast (Type "C") Grate INLET - BOX - Size: 4' x 4' x 8.0' - No Floor **	1,674.46	1,674.46
1	EA	TYPE ...	Reinforced Concrete Precast (Type "C") Grate INLET - GRATE - Size: 4' x 4' - Style: Bicycle Proof	575.00	575.00
4	EA	BLOC	Reinforced Concrete Precast Inlet - BLOCK	9.20	36.80
			Price For Complete Unit		2,286.26
		Note	** Item may not be in stock. Please allow 7 - 10 Business Days to Produce		0.00
		Requo...	Requested By: Juan Flores, 956-212-4242. Send to: katia.garcia@co.hidalgo.tx.us		0.00

Req# 309805

Per State Law, All Material subject to Sales Tax. State of Texas Form: 01-339 must be on file to exempt tax from this Sale.

ESTIMATED TOTAL: $2,286.26

ACCEPTED BY:_____ DATE:_____

P.O. #:_____ JOB#_____

TERMS AND CONDITIONS, UNLESS OTHERWISE NOTED

1.) PAYMENTS ARE COD OR NET 10TH THE FOLLOWING MONTH WITH APPROVED CREDIT
2.) CONCRETE PIPE PRODUCTS ARE F.O.B UNLOADED AT PROJECT SITE.
3.) PRECAST MANHOLES ARE F.O.B. PROJECT SITE AND ARE UNLOADED BY THE CUSTOMER.
4.) BOX CULVERT PRODUCTS ARE F.O.B. PROJECT SITE AND ARE UNLOADED BY THE CUSTOMER.
5.) BOX CULVERT PRODUCTS INCLUDE REQURIED "RAM-NEK" JOINTING MATERIAL AND EXPOSED STEEL ON END SECTION.
6.) IN ORDER FOR US TO PROVIDE YOU WITH A COMPLETE MATERIALS QUOTATION, DO NOT RELY SOLELY ON THE QUANTITIES AND DESCRIPTIONS AS PROVIDED ON THIS QUOTATION BUT COMPARE OUR DATA TO YOURS AND NOTIFY US OF ANY DISCREPANCIES. WE WILL PROMPTLY REVISE OUR QUOTATION TO INCLUDE THE PRODUCT THAT YOU REQUIRE AND RETURN IT TO YOU.
7.) THE PRICES QUOTED FOR THE REFERENCED PROJECT ARE VALID FOR A PERIOD OF THIRTY (30) DAYS FROM THE ADVERTISED BID DATE. PRICES WILL BE SUBJECT TO CHANGE WITHOUT NOTICE.
8.) WE RESERVE THE RIGHT TO MODIFY THIS BID AND MATCH PRICING QUOTED BY ANY COMPETITOR.
9.) THE PRICING HEREIN IS OFFERED BASED ON SERVICING THE TOTAL PROJECT. WE RESERVE THE RIGHT TO ADJUST THE QUOTED PRICES SHOULD OUR BID NOT BE ACCEPTED IN FULL.
10.) IF THE CUSTOMER IS IN DELINQUENCY AND DECIDES TO PURCHASE MATERIAL SOMEWHERE ELSE, THE CUSTOMER WILL STILL BE RESPONSIBLE FOR PURCHASING ALL PENDING MATERIALS LEFT TO DELIVER.

CAPA
CONCRETE ▲ ASPHALT ▲ PIPE ▲ AGGREGATES

RIO VALLEY PIPE, LLC dba CAPA
3609 W Palma Vista Dr | Palmview, TX 78572
P (956) 432-0600 | Sales Fax(956) 583-2086
sales@capatexas.com | www.capatexas.com

L&R PRECAST CONCRETE WORKS, INC.
3807 N.Bentsen Palm Dr.
Mission Tx. 78574-8200
E-mail lrprecast1@aol.com
Web Site www.lrprecast.com
Phone: (956)-583-6293
Fax : (956)-424-1099

Quotation 463R

Date	11/1/2016
Bid Date	11/1/2016
Bid Time	
Project	

MILANOS RD.

Name / Address
HIDALGO CO. PCT 1 1902 JOE STEPHENS AVE. WESLACO, TX 78596-3700

L&R Precast is pleased to provide you with the following materials quote for the reference project
We are herby submitting this proposal for your consideration

Customer ID	Description	Qty	Price	Total
	TYPE "C" GRATE INLET - NO FLOOR (4'X4'X8') ***NOTE*** TYPE "C" GRATE INLET INCLUDES (1) BICYCLE PROOF GRATE	2	1,500.00	3,000.00

Req# 309805.

Estimated Total $3,000.00

BY SIGNING THIS QUOTATION YOU ARE ACCEPTING TERMS AND CONDITIONS.
ACCEPTED BY:_____ Date: _____
DIRECTIONS#:_____ PO:_____

TERMS AND CONDITIONS

1.- Payments are due on Net 10th.
2.- Concrete products are F.O.B unloaded by the customer at project site.
3.- The prices quoted for the referenced project are valid for a period of thirty (30) days from the advertised bid date. Prices will be subject to change without notice.
4.- If for any reason, the customer is placed on hold, due to lack of payment, and the customer decides to purchase materials somewhere else, the customer will be responsible for paying all pending material left to deliver.
5.- We reserve the right to modify this bid and match pricing quoted by any competitor.
6.- In order for us to provide you with a complete materials quotation, do not rely solely on the quantities and descriptions as provided on this quotation but compare our data to yours and notify us of any discrepancies. We will promptly revise our quotation to include the product that you require and return to you.

Park Environmental Equipment

Harlingen, Texas
Tel. 956-428-2079
Fax 956-440-1834

Quotation

V 16-00822 A0

Date:	04-Nov-2016
Bid Date:	04-Nov-2016
Salesperson:	Chris Tamayo
Terms:	TBD
F.O.B.	Jobsite
Shipped Via:	Our Truck

To: HIDALGO COUNTY DRAINGE DISTRICT #1
Attn: JUAN FLORES
Tel: 956-212-4242
Fax:

Project: MILANO ROAD PROJECT -- WESLACO, TX

Qty	Description	Price	Amount
2	PARK MODEL CB48 GRATE INLET 4' x 4' x 8.0' AVERAGE DEPTH - INCLUDES PRECAST CONCRETE BASIN WITH OUT FLOOR, AND LID w/ CAST IN HEAVY DUTY STEEL FRAME & 1 - CAST IRON GRATE	$1,962.49	$3,924.98

Subtotal:	$3,924.98
SalesTax:	
Freight:	
Total:	

Accepted by: _____ Salesperson: _____

Company: _____ GC: _____

Date: _____ Purchase Order #: _____

Notes:

1 APPLICABLE SALES TAX AND FUEL SURCHARGE TO BE APPLIED.
2 THIS QUOTE IS SUBJECT TO ENGINEER/OWNER'S APPROVAL.
3 DELIVERED TO JOBSITE, OFFLOADING & SETTING BY OTHERS.
4 PRICES QUOTED ARE NET UNLESS STATED OTHERWISE
5 ALL ELECTRICAL, SLAB, BOLLARDS AND EXTERNAL PIPING BY OTHERS
6 THIS EQUIPMENT IS CUSTOM FABRICATED. CUSTOMER IS RESPONSIBLE FOR CHARGES INCURRED IF ORDER IS CANCELED OR RETURNED
7 ALL QUOTATIONS ARE GOOD FOR 30 DAYS, UNLESS OTHERWISE NOTED.
8 THESE PRICES ARE BASED UPON INFORMATION RECEIVED AND ARE SUBJECT TO CHANGE UPON RECEIPT OF COMPLETE DRAWINGS/ SPECIFICATIONS AND ENGINEER'S APPROVAL.

Req# 309805

AI-57444 **Purchasing Department** **18. C. 1.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

b. Presentation of scoring grid (for the purpose of ranking by CC) firms graded/evaluated through the County's approved "pool" of professional surveying services for: (On Call) "Surveying Services" for projects located within Hidalgo County Precinct No. 4:

SURVEYING FIRMS

Firm	ARANDA & ASSOCIATES, INC.	CVQ LAND SURVEYORS, LLC	SurGIS of TEXAS CORPORATION
Score by Evaluator 1	99	96	93
Ranking by CC			

c. Authority for the Purchasing Department to negotiate a professional services agreement for (On Call) "Surveying Services" for projects located within Hidalgo County Precinct No. 4, commencing with the No. 1 ranked firm: _____ .

BACKGROUND

Evaluation/Scoring Grid

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1200-431-00-124-007-0-339

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

BUDGETARY IMPACT:

Funding will be identified when final negotiated contract is approved.

Attachments

GRID/CIQ-PCT 4-ON CALL-SURVEYING SVCS

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/18/2016 02:39 PM
Budget & Management	Veronica Ortiz	11/18/2016 02:48 PM
Final Approval	Monica Badillo	11/18/2016 05:28 PM
Form Started By: Letty Saenz		Started On: 11/18/2016 11:23 AM
Final Approval Date: 11/18/2016		

GRID
Scoring/Evaluation

PROFESSIONAL SERVICES

(ON CALL)
"SURVEYING SERVICES"
HIDALGO COUNTY PRECINCT No. 4

SURVEYING FIRMS

Total Scores	ARANDA & ASSOCIATES, INC.	CVQ LAND SURVEYORS, LLC	SurGIS of TEXAS CORP.
Evaluation	99	96	93
Ranking			

Scoring/Evaluation-completed by HC Precinct No. 4-Maria D. Lucio

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Maria D. Lucio

Title/Position: Executive Assistant

Contract for Goods/Services: On-Call Surveying Services

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. Aranda & Associates
2. CVQ Land Surveyors
3. SurGIS of Texas
4. _____

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: Maria D. Lucio

Date: 11-18-16

AI-57294 **Purchasing Department** **18. D. 1.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted For: Elena Gomez, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority to purchase three (3) 2017 vehicles for the Hidalgo County Sheriff's Office [thru our membership/participation with Buy Board contract #430-13 from awarded vendors Caldwell Country Ford and Caldwell Country Chevrolet through submitted Requisition #s 308542-$26,868.00 & 308543-$69,906.00.

BACKGROUND

308543 Caldwell Country Chevrolet (2) 2017 Police Pursuit Tahoe $69,906.00 which includes Buy Board Administrative Fee of $ 400.00

308542 Caldwell Country Ford (1) 2017 Explorer Base Model $26,868.00 which includes Buy Board Administrative Fee of $400.
00

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1284-421-00-280-047--8-752

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

BUDGETARY IMPACT:

Reference Req#'s 308542 & 30843 available for purchase of vehicles

Attachments

Req 308542

Req 308543

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/18/2016 02:37 PM
Budget & Management	Veronica Ortiz	11/18/2016 02:41 PM
Final Approval	Monica Badillo	11/18/2016 05:28 PM
Form Started By: Elena Gomez		Started On: 11/09/2016 02:08 PM
Final Approval Date: 11/18/2016		

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00308542
PO #
Date: 10/24/16

Bill To: x
x

Vendor : 427438
CALDWELL COUNTRY FORD LLC
800 HWY 21 EAST
CALDWELL TX 77836

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: Z. SAENZ
956-393-6024

Contract No: BUYBOARD #430-13

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		VEHICLES TO BE ADDED TO SHERIFF'S OFFICE FLEET DO NOT DUPLICATE ORDER		
1.00	EACH	A) BASE PRICE: EXPLORER	25,181.00	25,181.00
1.00	EACH	B) PUBLISHED OPTIONS 2017 BASE MODEL ($579.00) 3.5L FFV V6; 6-SPD AUTOMATIC CLOTH 7 PASSANGER SEAT CARPET FLOORS FRONT AND REAR A/C AM/FM/CD W/SYNC 18" ALUMINUM WHEELS POWER WINDOWS AND LOCKS KEYLESS ENTRY	579.00	579.00
.00	EACH	C) UNPUBLISHED OPTIONS COLOR: INGOT SILVER	.00	.00
1.00	EACH	D) DELIVERY CHARGE	708.00	708.00
1.00	EACH	H) BUYBOARD FEE PER PURCHASE ORDER	400.00	400.00
		Account No	Encumbrance	
		6-1284-421-00-280-047-8-752	26,868.00	
			Freight	.00
			Total	26,868.00

CO's
Monitor

Authorized By: _____

Req 308512

CALDWELL COUNTRY FORD - CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD 430-13

End User: HIDALGO COUNTY SHERIFF OFFICE
Contact: ROY MENDEZ
Phone/email: roy.mendez@hidalgoso.org
Product Description: FORD EXPLORER

Caldwell Rep: MICHAEL WILEY
Phone/fax: 254-773-8824 / 254-773-8808
Date: Wednesday, October 19, 2016
email: mwiley@caldwellcountry.com

A. Bid Series: 104 — **A. Base Price:** $ 25,181.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
K7B	2017 BASE MODEL	$ 579.00			
	3.5L FFV V6: 6-SPD AUTOMATIC	INCL			
	CLOTH 7 PASSENGER SEAT	INCL			
	CARPET FLOORS	INCL			
	FRONT AND REAR A/C	INCL			
	AM/FM/CD W/SYNC	INCL			
	18" ALUMINUM WHEELS	INCL			
	POWER WINDOWS AND LOCKS	INCL			
	KEYLESS ENTRY	INCL			

Total of B. Published Options: $ 579.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price
		INGOT SILVER	COLOR
		90-120 DAYS ESTIMATED	DELIVERY

Total of C. Unpublished Options: $ -

D.	Pre-delivery Inspection:	$ -
E.	Texas State Inspection:	$ -
F.	Manufacturer Destination/Delivery:	
G.	Floor Plan Interest (for in-stock and/or equipped vehicles):	
H	Lot Insurance (for in-stock and/or equipped vehicles):	
I.	Contract Price Adjustment:	$ -
J.	Additional Delivery Charge: 354 miles X 2.85	$ 708.00
K.	Subtotal:	$ 26,468.00
L.	Quantity Ordered 1 x K =	$ 26,468.00
M.	Trade in:	
N.	BUYBOARD FEE PER PURCHASE ORDER	$ 400.00
O.	TOTAL PURCHASE PRICE WITH BUYBOARD FEE	$ 26,868.00

Prepared By:
administrator
Caldwell Country
PO Box 27
Caldwell, TX 77836
Email: mwiley@caldwellcountry.com

2017 Fleet/Non-Retail Ford Explorer Base FWD K7B

WINDOW STICKER

2017 Ford Explorer Base FWD	Interior: - Medium Light Camel
3.5 L/213 CID Regular Unleaded V-6	Exterior 1: - Ingot Silver
* 6-Speed Automatic w/OD	Exterior 2: - No color has been selected.

CODE	MODEL	MSRP
K7B	2017 Ford Explorer Base FWD	$31,660.00
		- $31,050.00
		= 610.00 *
	OPTIONS	
998	ENGINE: 3.5L TI-VCT V6 (FFV)	INC
44J	TRANSMISSION: 6-SPEED SELECTSHIFT AUTOMATIC	$0.00
100A	EQUIPMENT GROUP 100A	$0.00
UX	INGOT SILVER	$0.00
---	STANDARD PAINT	$0.00
7L	MEDIUM LIGHT CAMEL, CLOTH BUCKET SEATS	$0.00
	SUBTOTAL	**$31,660.00**
	Advert/Adjustments	$0.00
	Destination Charge	$945.00
	TOTAL PRICE	**$32,605.00**

Est City: 17.00 mpg
Est Highway: 24.00 mpg
Est Highway Cruising Range: 446.40 mi

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 460.0, Data updated 10/11/2016
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Customer File:

Prepared By:
administrator
Caldwell Country
PO Box 27
Caldwell, TX 77836
Email: mwiley@caldwellcountry.com

2016 Fleet/Non-Retail Ford Explorer FWD 4dr Base K7B

WINDOW STICKER

2016 Ford Explorer FWD 4dr Base	Interior: - Medium Light Camel
3.5 L/213 CID Regular Unleaded V-6	Exterior 1: - Ingot Silver Metallic
* 6-Speed Automatic w/OD	Exterior 2: - No color has been selected.

CODE	MODEL	MSRP
K7B	2016 Ford Explorer FWD 4dr Base	$31,050.00
	OPTIONS	
998	ENGINE: 3.5L TI-VCT V6 (FFV)	INC
44J	TRANSMISSION: 6-SPEED SELECTSHIFT AUTOMATIC	$0.00
100A	EQUIPMENT GROUP 100A	$0.00
UX	INGOT SILVER METALLIC	$0.00
—	STANDARD PAINT	$0.00
7L	MEDIUM LIGHT CAMEL, CLOTH BUCKET SEATS	$0.00
	SUBTOTAL	**$31,050.00**
	Advert/Adjustments	$0.00
	Destination Charge	$945.00
	TOTAL PRICE	**$31,995.00**

Est City: 17.00 mpg
Est Highway: 24.00 mpg
Est Highway Cruising Range: 448.40 mi

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 460.0, Data updated 10/11/2016
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Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Back

Vendor Name:	Caldwell Country Ford
Address:	PO Box 27 Caldwell, TX 77836
Phone Number:	(254) 773-8824
Email:	mwiley@caldwellcountry.com
Website:	http://www.caldwellcountry.com
Federal ID:	27-3037856
Contact:	Michael Wiley
Accepts RFQs:	Yes
Minority Owned:	No
Women Owned:	No
Service-Disabled Veteran Owned:	No
EDGAR:	No
Contract Name:	Vehicles, Heavy Duty Trucks & Options
Contract Description:	Compact, mid-size and full size sedans; crossover; sport utility; midsize/full-size/heavy duty pickup; passenger/cargo van; law enforcement vehicles/motorcycles; cab/chassis; heavy du trucks/tractors; program vehicles; repair parts/service
Contract#:	430-13
Effective Date:	12/01/2013
Expiration Date:	11/30/2016
Service Fee:	Vehicles purchase orders are subject to a $400 service fee
Payment Terms:	Net 30 days
Delivery Days:	120
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Additional Info:	NOTE: As per the specifications for BuyBoard Proposal No. 430-13, and except for delivery fees as explained below, all vehicle fees (i.e. pre- deliver inspection, make ready, State of Texas inspection, manufacturer destination fees, etc.) charged for any purchase from this contract are included in the awarded vehicle base price(s). Vehicle fees not included in the t price(s) are not allowed and should not appear on the awarded dealer's quote for a vehicle offered for purchase under the contract. The Cooperative service fee is not a "vehicle fee" a is not included in the base pricing. Only those vendors whose awarded pricing is stated on t BuyBoard on a per mile basis may charge a vehicle delivery fee. The above information has been communicated to Cooperative members.
Quote Reference Number:	430-13
Return Policy:	Negotiable

Contract Documents

EDGAR Notice:	Click to view EDGAR Notice
Proposal Documents:	Click to view BuyBoard Proposal Documents
Regulatory Notice:	Click to view Bonding Regulatory Notice

Search:

All
Vendor Discounts Only
Catalog Pricing Only

Refine Your Search:

Vendors
Caldwell Country Ford[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

BuyBoard® Cooperative Purchasing

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Welcome **Rudy** [Log Off]

Administration | RFQ | Purchase Order | Reports | Shopping Cart | Help

Search Results

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

Vendors
Caldwell Country Ford[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Show 25 results

Narrow Results: explorer

Vendor	Description	Pricing Sheet	Price
Caldwell Country Ford	Ford Explorer (K7B) Base Sport Utility. Explorer base package; 3.5L V6 engine, complete with all manufacturer's standard equipment. Line Item 104	N/A	$25,181.00

Showing 1 to 1 of 1 entries (filtered from 20 total entries)

First | Previous | 1 | Next | Last

Caldwell Country Ford	Per Mile Delivery Fee for Vehicles. Line Item 137	N/A	$2.85

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Contact us 800-695-2919

SAM Search Results
List of records matching your search for :
Functional Area: Entity Management
Record Status: Active
DUNS Number: 003984249

Location 1 - State: TEXAS

ENTITY	Caldwell Automotive Partners, LLC	Status:Active
DUNS: 003984249	+4:	CAGE Code: 6X8E1 DoDAAC:
Expiration Date: May 23, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 800 State Highway 21 E City: Caldwell ZIP Code: 77836-4512		State/Province: TEXAS Country: UNITED STATES

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00308543
PO #
Date: 10/24/16

Bill To: x
x

Vendor : 358185
CALDWELL COUNTRY CHEVROLET
P.O. BOX 27
CALDWELL TX 77836

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: Z. SAENZ
956-393-6024

10/31/16

Contract No: BUYBOARD# 430-13
Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		VEHICLES TO BE ADDED TO SHERIFF'S OFFICE FLEET DO NOT DUPLICATE ORDER		
2.00	EACH	A) BASE PRICE: CHEVY TAHOE PPV	33,935.00	67,870.00
2.00	EACH	B) PUBLISHED OPTIONS 2017 POLICE PURSUIT TAHOE 5.3L V8: 6-SPD AUTOMATIC FRONT & REAR A/C CLOTH BUSCKETS FRONT VINYL 2ND ROW RUBBER FLOOR POWER WINDOWS AND LOCKS CRUISE CONTROL AM/FM/CD REAR VIEW CAMERA BLUETOOTH LOCKING REAR DIFFERENTIAL INOP REAR DOOR LOCKS ($56.00) INOP REAR WINDOWS ($54.00)	110.00	220.00
.00	EACH	C) UNPUBLISHED OPTIONS WHITE	.00	.00
2.00	EACH	E) DELIVERY CHARGE	708.00	1,416.00
1.00	EACH	H) BUYBOARD FEE PURCHASE ORDER	400.00	400.00
		Account No	Encumbrance	
		6-1284-421-00-280-047-8-752	69,906.00	
		grant monies	Freight	.00
			Total	69,906.00

Authorized By: _____

Req 308543

CALDWELL COUNTRY FORD - CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD BID 430-13

End User: HIDALGO COUNTY SHERIFF OFFICE
Caldwell Rep: MICHAEL WILEY
Contact: ROY MENDEZ
Phone/fax: 254-773-8824 / 254-773-8808
Phone/email: roy.mendez@hidalgoso.org
Date: Wednesday, October 19, 2016
Product Description: CHEVY TAHOE PPV
email: mwiley@caldwellcountry.com

A. Bid Series: 34 — **A. Base Price:** $ 33,935.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
PPV	2017 POLICE PURSUIT TAHOE	INCL		LOCKING REAR DIFFERENTIAL	INCL
	5.3L V8; 6-SPD AUTOMATIC	INCL			
	FRONT & REAR A/C	INCL			
	CLOTH BUCKETS FRONT	INCL	6N6	INOP REAR DOOR LOCKS	$ 56.00
	VINYL 2ND ROW	INCL	6N5	INOP REAR WINDOWS	$ 54.00
	RUBBER FLOOR	INCL			
	POWER WINDOWS AND LOCKS	INCL			
	CRUISE CONTROL	INCL			
	AM/FM/CD	INCL			
	REAR VIEW CAMERA	INCL			
	BLUETOOTH	INCL			

Total of B. Published Options: $ 110.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price
		WHITE IN COLOR	COLOR

Total of C. Unpublished Options: $ -

D.	**Pre-delivery Inspection:**	$ -
E.	**Texas State Inspection:**	$ -
F.	**Manufacturer Destination/Delivery:**	
G.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**	$ -
H	**Lot Insurance (for in-stock and/or equipped vehicles):**	$ -
I.	**Contract Price Adjustment:**	
J.	**Additional Delivery Charge:** 354 miles X 2.00	$ 708.00
K.	**Subtotal:**	$ 34,753.00
L.	**Quantity Ordered** 2 x K =	$ 69,506.00
M.	**Trade In:**	
N.	**BUYBOARD FEE PER PURCHASE ORDER**	$ 400.00
O.	**TOTAL PURCHASE PRICE WITH BUYBOARD FEE**	$ 69,906.00

Prepared By:
administrator
Caldwell Country
PO Box 27
Caldwell, TX 77836
Email: mwiley@caldwellcountry.com

2017 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

WINDOW STICKER

2017 Chevrolet Tahoe 2WD 4dr Commercial	Interior: - Jet Black
5.3L/325 CID Gas/Ethanol V8	Exterior 1: - Summit White
6-Speed Automatic	Exterior 2: - No color has been selected.

CODE	MODEL	MSRP
CC15706	2017 Chevrolet Tahoe 2WD 4dr Commercial	$47,215.00
	OPTIONS	
Z56	SUSPENSION, HEAVY-DUTY, POLICE-RATED	INC
FE9	EMISSIONS, FEDERAL REQUIREMENTS	$0.00
L83	ENGINE, 5.3L ECOTEC3 V8 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJE	$0.00
MYC	TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED	$0.00
GU4	REAR AXLE, 3.08 RATIO	$0.00
1FL	COMMERCIAL PREFERRED EQUIPMENT GROUP	$0.00
RAP	WHEELS, 17" X 8" (43.2 CM X 20.3 CM) STEEL, POLICE, BLACK	INC
QAR	TIRES, P265/60R17 ALL-SEASON, POLICE, V-RATED	INC
ZAK	TIRE, SPARE, P265/60R17 ALL-SEASON, POLICE, V-RATED	INC
ZY1	PAINT SCHEME, SOLID APPLICATION	$0.00
GAZ	SUMMIT WHITE	$0.00
AZ3	SEATING, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER	$0.00
H0U	JET BLACK, CLOTH SEAT TRIM	$0.00
IO3	AUDIO SYSTEM, AM/FM STEREO WITH CD PLAYER AND AUXILIARY INPUT J	$0.00
C5U	GVWR, 6800 LBS. (3084 KG)	INC
9C1	IDENTIFIER FOR POLICE PATROL VEHICLE	-$5,110.00
___	CAPLESS FUEL FILL	INC
NZZ	FRONT UNDERBODY SHIELD	INC
K4B	BATTERY, AUXILIARY, 730 CCA	INC
___	POWER SUPPLY, 100-AMP, AUXILIARY BATTERY, REAR ELECTRICAL CENTE	INC

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 460.0, Data updated 10/11/2016
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Customer File:

Prepared By:
administrator
Caldwell Country
PO Box 27
Caldwell, TX 77836
Email: mwiley@caldwellcountry.com

2017 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

WINDOW STICKER

—	POWER SUPPLY, 50-AMP, POWER SUPPLY, AUXILIARY BATTERY	INC
—	POWER SUPPLY, 120-AMP, (4) 30-AMP CIRCUIT, PRIMARY BATTERY	INC
KW7	ALTERNATOR, 170 AMPS, HIGH OUTPUT	INC
RM7	WHEEL, 17" X 8" (43.2 CM X 20.3 CM) FULL-SIZE, STEEL SPARE	INC
—	LUGGAGE RACK, DELETE	INC
—	EXTERIOR ORNAMENTATION DELETE	INC
—	DOOR HANDLES, BODY-COLOR	INC
UN9	RADIO SUPPRESSION PACKAGE, WITH GROUND STRAPS	INC
ATD	SEAT DELETE, THIRD ROW PASSENGER	INC
—	INSTRUMENTATION, ANALOG	INC
* 6N6	DOOR LOCKS AND HANDLES, INSIDE REAR DOORS INOPERATIVE	$59.00
—	KEY, 2-SIDED	INC
* 6N5	SWITCHES, REAR WINDOW INOPERATIVE	$57.00
—	THEFT-DETERRENT SYSTEM, VEHICLE, PASS-KEY III	INC
—	POWER OUTLETS, 4 AUXILIARY, 12-VOLT	INC
VQ3	FLEET PROCESSING OPTION	$0.00
VPV	SHIP THRU, PRODUCED IN ARLINGTON ASSEMBLY	INC
	SPECIAL EQUIPMENT OPTIONS	
5T5	SEATS, 2ND AND 3RD ROW VINYL WITH FRONT CLOTH SEATS	$0.00
9U3	SEATS, DRIVER AND PASSENGER FRONT INDIVIDUAL SEATS IN CLOTH TRI	$0.00
	SUBTOTAL	**$42,221.00**

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 460.0, Data updated 10/11/2016
©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.

Customer File:

Prepared By:
administrator
Caldwell Country
PO Box 27
Caldwell, TX 77836
Email: mwiley@caldwellcountry.com

2017 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

WINDOW STICKER

Advert/Adjustments	$0.00
Destination Charge	$1,195.00
TOTAL PRICE	**$43,416.00**

Est City: 16.00 mpg
Est Highway: 23.00 mpg
Est Highway Cruising Range: 598.00 mi

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 460.0, Data updated 10/11/2016
©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.
Customer File:

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Back

Vendor Name:	Caldwell Country Chevrolet
Address:	P. O. Box 27 Caldwell, TX 77836
Phone Number:	(979) 567-6116
Email:	aknapp@caldwellcountry.com
Website:	http://www.caldwellcountry.com
Federal ID:	14-1856872
Contact:	Averyt Knapp
Accepts RFQs:	Yes
Minority Owned:	No
Women Owned:	No
Service-Disabled Veteran Owned:	No
EDGAR:	No
Contract Name:	Vehicles, Heavy Duty Trucks & Options
Contract Description:	Compact, mid-size and full size sedans; crossover; sport utility; midsize/full-size/heavy duty pickup; passenger/cargo van; law enforcement vehicles/motorcycles; cab/chassis; heavy du trucks/tractors; program vehicles; repair parts/service
Contract#:	430-13
Effective Date:	12/01/2013
Expiration Date:	11/30/2016
Service Fee:	Vehicles purchase orders are subject to a $400 service fee
Payment Terms:	Net 30 days
Delivery Days:	120
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Additional Info:	NOTE: As per the specifications for BuyBoard Proposal No. 430-13, and except for delivery fees as explained below, all vehicle fees (i.e. pre- deliver inspection, make ready, State of Texas inspection, manufacturer destination fees, etc.) charged for any purchase from this contract are included in the awarded vehicle base price(s). Vehicle fees not included in the b price(s) are not allowed and should not appear on the awarded dealer's quote for a vehicle offered for purchase under the contract. The Cooperative service fee is not a "vehicle fee" a is not included in the base pricing. Only those vendors whose awarded pricing is stated on t BuyBoard on a per mile basis may charge a vehicle delivery fee. The above information has been communicated to Cooperative members.
Quote Reference Number:	430-13
Return Policy:	Negotiable

Contract Documents

EDGAR Notice:	Click to view EDGAR Notice
Proposal Documents:	Click to view BuyBoard Proposal Documents
Regulatory Notice:	Click to view Bonding Regulatory Notice

Search:

All
Vendor Discounts Only
Catalog Pricing Only

Refine Your Search:

Vendors
Caldwell Country Chevrolet[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:

All
Vendor Discounts Only
Catalog Pricing Only

Refine Your Search:

Vendors
Caldwell Country Chevrolet[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Show 25 results

Narrow Results: tahoe

Vendor	Description	Pricing Sheet	Price
Caldwell Country Chevrolet	Chevrolet Tahoe Police Package (PPV CC15706). 2WD Police package with all manufacturer standard equipment. Line Item 34	N/A	$33,935.00
Caldwell Country Chevrolet	Chevrolet Tahoe (CC10706-1FL) Sport Utility. Chevrolet Tahoe 2WD Model complete with all manufacturer's standard equipment. Line Item 21	N/A	$37,336.00

Showing 1 to 2 of 2 entries (filtered from 31 total entries)

First Previous 1 Next Last

Caldwell Country Chevrolet	Per Mile Delivery Fee for Vehicles. Line Item 43	N/A	$2.85

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Contact us 800-695-2919

SAM Search Results
List of records matching your search for :
Functional Area: Entity Management
Record Status: Active
DUNS Number: 003984249

Location 1 - State: TEXAS

ENTITY	Caldwell Automotive Partners, LLC	Status:Active
DUNS: 003984249	+4:	CAGE Code: 6X8E1 DoDAAC:
Expiration Date: May 23, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 800 State Highway 21 E City: Caldwell ZIP Code: 77836-4512		State/Province: TEXAS Country: UNITED STATES

AI-57383 **Purchasing Department** **18. E. 1.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yvette Salinas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of invoices of Premium/Fees and attached hereto as 2017-2018 Coverage Summary for Property and Casualty Insurance Policies in the total amounts of $651,310.00 McGriff Siebles & Williams of Texas, Inc. and $1,802,351.00 to Montalvo Insurance Agency effective January 01, 2017 through January 01, 2018 with authority for County Treasurer to issue check after review, audit and processing procedures are completed by County Auditor with the authority for County Executive Officer to sign any applicable documentation received throughout term of insurance coverage.

BACKGROUND

(Second [2nd] year of initial three [3] year term)

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 7-1100-419-00-125-009-0-XXX

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

BUDGETARY IMPACT:

Attachments

57383 back up

LIST

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/18/2016 02:31 PM
Budget & Management	Veronica Ortiz	11/18/2016 02:43 PM
Ivan Cantu	Ivan Cantu	11/18/2016 04:55 PM
Final Approval	Monica Badillo	11/18/2016 05:28 PM
Form Started By: Yvette Salinas		Started On: 11/15/2016 02:40 PM
Final Approval Date: 11/18/2016		

MONTALVO INSURANCE AGENCY

TEL. (956) 968-5521 • FAX (956) 969-9198

Hidalgo County
PO Box 1356
Edinburg, TX 78540

11/16/2016

INVOICE

Policy Term: 01/01/2017 – 01/01/2018

Company	Line of Business	Coverage Limit	SIR/Deductible	Projected Premium/Fees
Munich – Princeton	General Liability	1,000,000/2,000,000	$100,000	**$412,785.00**
Munich – Princeton	Auto Liability Auto Physical Damage	1,000,000 1,000,000	$100,000 $100,000	**$183,460.00**
Munich – Princeton	Public Officials	2,000,000/2,000,000	$100,000	**$535,092.00**
Munich – Princeton	Law Enforcement	1,000,000/2,000,000	$100,000	**$397,498.00**
ACE	Crime	500,000	$ 50,000	**$15,300.00**
Ace American	Differences in Conditions	1,000,000		**$3,000.00**
Ace American	Kidnap/Extortion	Various	Various	**$7,000.00**
Illinois Union	Pollution Liability	2,000,000/4,000,000	$5,000	**$4,703.00**
Evanston Insurance	Medical Malpractice Liability	1,000,000/3,000,000	$25,000	**$137,550.00**
Certain Underwriters @ Lloyds	Errors/Omissions District Clerk	700,000/700,000	$1,500	**$9,206.00**
Certain Underwriters @ Lloyds	Errors/Omissions County Clerk	500,000/500,000	$1,500	**$9,202.00**
AIG Illinois National	Cyber Liability	3,000,000/3,000,000	$25,000 $50,000	**$36,096.00**
National Union Fire	Volunteer Accident	$5,000	$500	**$969.00**
TriStar	Third Party Administration			**$50,490.00**
TOTAL PREMIUM				**$1,802,351.00**

The premium has been determined based upon the auto schedule and other underwriting information received. A premium adjustment will be made for any additional vehicles or other increase in exposure. The premium indicated does include fees.

Payment due upon receipt.

Thank you for your business!

McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.
818 Town and Country Blvd., Suite 500 / Houston, Texas 77024-4549
TEL-(713) 877-8975 FAX-(713) 877-8974

INVOICE

INVOICE DATE	INVOICE NUMBER
11/18/2016	0002016D
ASSURED NUMBER	
41-062909-000	
EFFECTIVE DATE	AMOUNT ENCLOSED
01/01/2017	

Assured: **Hidalgo County**
2802 So. Business Hwy 281, New Administration Bldg.
Edinburg, TX 78540

Detach & Return with Remittance To:
McGriff, Seibels & Williams of Texas, Inc.
818 Town & Country Blvd., Suite 500
Houston, TX 77024-4549

All Other Correspondence To:
McGriff, Seibels & Williams of Texas, Inc.
818 Town & Country Blvd., Suite 500
Houston, TX 77024-4549

Policy Number: TBD
Policy Term: 01/01/2017 TO 01/01/2018
Company: Axis and Various Carriers
Coverage: Commercial Property, Heavy Equipment, Equipment & Towers and Terrorism (including coverage for Flood Zones A & V)
Premium: **$644,310.00**

Policy Number: TBD
Policy Term: 01/01/2017 TO 01/01/2018
Company: Continental Casualty Company
Coverage: Boiler & Machinery
Premium: **$7,000.00**

IF THIS POLICY IS NOT DESIRED, IT MUST BE RETURNED AT ONCE. HOLDING SAME WILL BE CONSIDERED ACCEPTANCE.

INVOICE DATE	INVOICE NUMBER
11/18/2016	0002016D

Thank You!

AMOUNT DUE:
$651,310.00

HIDALGO COUNTY PROPERTY & CASUALTY INSURANCE

			2017-2018 Proposed Coverage Summary	
Type Of Coverage	**Proposed for 2016-2017**	**2016 Premium/Fees**	**2017 Proposed Premium/Fees**	**Proposed Price Difference + -**
MONTALVO INSURANCE AGENCY				
General Liability	Munich-Princeton	$400,966.00	$412,785.00	**+$11,819.00**
Auto Liability / Auto Physical	Munich-Princeton	$178,207.00	$183,460.00	**+$5,253.00**
Public Officials	Munich-Princeton	$519,771.00	$535,092.00	**+$15,321.00**
Law Enforcement	Munich-Princeton	$386,115.00	$397,498.00	**+$11,383.00**
Crime	Ace American Ins	$15,000.00	$15,300.00	**+$300.00**
Differences in Conditions:	Ace American Ins.	$3,000.00	$3,000.00	**No Change**
Kidnap & Extortion	Ace American Ins.	$7,000.00	$7,000.00	**No Change**
Pollution Liability	Illinois Union	$4,500.00	$4,703.00	**+$203.00**
Medical Malpractice Liability	Merkel Evanston Ins.	$134,200.00	$137,550.00	**+$3,350.00**
District Clerk Errors/Omissions	Lloyd's London	$9,206.00	$9,206.00	**No Change**
County Clerk Errors/Omissions	Lloyd's London	$9,202.00	$9,202.00	**No Change**
Cyber Liability	AIG Illinois London	$34,027.00	$36,096.00	**+$2,069.00**
Volunteer Accident Policy	National Union Fire Ins.	$600.00	$969.00	**+$369.00**
Third Party Administration	TriStar	$49,500.00	$50,490.00	**+$990.00**
SUB-TOTAL PREMIUM		**$1,751,294.00**	**$1,802,351.00**	**+$51,057.00**
McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.				
Commercial Property, Heavy Equipment & Towers and Terrorism *(Including Flood Policy for Flood Zones A & V)*	Axis & Various Carriers	$632,946.00	$644,310.00	**+$11,964.00**
Boiler & Machinery	Continental Casualty Company	$7,000.00	$7,000.00	**No Change**
SUB-TOTAL PREMIUM		**$844,842.00**	**$632,946.00**	**+$11,964.00**
TOTAL PREMIUIM		$2,596,136.00	$2,435,297.00	**+$160,839.00**

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

September 10, 2015

Re: **HIDALGO COUNTY**
Request for Proposals - **"PROPERTY AND CASUALTY INSURANCE" (INCLUDING THIRD PARTY ADMINISTRATION SERVICES)**
RFP NO.: 2015-101-10-07-YSS

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yss

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR PROPOSALS (RFP) CHECKLIST

HIDALGO COUNTY
"PROPERTY AND CASUALTY INSURANCE"
(Including Third Party Administration Services)

RFP NO.: 2015-101-10-07-YSS

1. **Request For Proposals Letter.**
2. **Request for Proposals, Legal Notice, consisting of 9 pages.**
3. **Exhibit "A" Requirements consisting of 7 pages.**
    a. **Property & Casualty consisting of 33 pages.**
4. **Exhibit "B" Selection Criteria, consisting of 3 pages.**
5. **Exhibit Folders (Attachments), Table of Contents & CD, consisting of 1 page.**
6. **Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of 1 page.**
7. **Proposer/Vendor Application and W-9 form, consisting of 6 pages.**
8. **Insurance Requirements (Exhibit C), consisting of 4 pages.**
9. **Conflict of Interest Questionnaire (CIQ), Exhibit "D", consisting of 1 page.**
10. **Proposer's Affidavit (Exhibit "E"), consisting of 1 page.**
11. **"2015-2016 Coverage/Premium Summary" consisting of 1 page.**
12. **"Acronym Glossary" consisting of 1 page.**

The above mentioned items shall be found in the Request for Proposals (RFP) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

September 10, 2015
Date

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

"Property and Casualty Insurance"
(Including Third Party Administration Services)

October 07, 2015

Contact Person:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Business Hwy 281-New Administration Building
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

1. Sealed proposals will be received for **"PROPERTY AND CASUALTY INSURANCE" (INCLUDING THIRD PARTY ADMINISTRATION SERVICES),** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and seven (7) copies of all proposals are required, with the Proposers name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **"RFP NO.: 2015-101-10-07-YSS "PROPERTY AND CASUALTY INSURANCE" (INCLUDING THIRD PARTY ADMINISTRATION SERVICES)"** and in Hidalgo County's Purchasing Department, 2812 South Highway Business 281, Hidalgo County Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, October 07, 2015. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO PROPOSAL: RFP NO.: 2015-101-10-07-YSS "PROPERTY AND CASUALTY INSURANCE" (INCLUDING THIRD PARTY ADMINISTRATION SERVICES)".** Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

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, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal 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 Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

11. Cost 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 proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If Applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"PROPERTY AND CASUALTY INSURANCE (INCLUDING THIRD PARTY ADMINISTRATION SERVICES)"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Ray Eufracio, CPA, Hidalgo County Auditor
2808 So. Bus. Hwy 281, New Administration Bldg.
Edinburg, TX 78539
(956) 318-2511

17. Schedule of Events

Proposal Opening, 9:30 A.M.,	**October 07, 2015**
Project/Anticipated Award Date:	_____, 20___
Commence Work or Deliver Products	_____, 20___

18. RFP or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all proposers shall furnish a good and sufficient RFP bond in the amount of five percent of the total contract price. A RFP bond must be executed with a surety company authorized to do business in Texas. All proposers are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards for Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
    - Possess or is able to obtain adequate financial resources as required to perform under the proposal;
    - Be able to comply with the required or proposed delivery schedule;
    - Have a satisfactory record of performance;
    - Have a satisfactory record of integrity and ethics;
    - Be otherwise qualified and eligible to receive an award.

23. Successful proposer 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 proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. **Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.**

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

26. Successful proposer 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 proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer 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 proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer 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 Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Proposal
For
HIDALGO COUNTY
"PROPERTY AND CASUALTY INSURANCE"
(INCLUDING THIRD PARTY ADMINISTRATION SERVICES)

RFP NO.: 2015-101-10-07-YSS

October 07, 2015

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So Business Hwy 281- New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned vendor proposes and commits to furnish all labor, equipment, material, software and/or required specification services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work and/or services described in the Requirements within the time stated and for the price rates proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

_____

By:_____

Printed Name: _____

Title:_____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR PROPOSAL

"PROPERTY AND CASUALTY INSURANCE POLICIES"
(Including Third Party Administration Services)
RFP NO.: 2015-101-10-07-YSS

HIDALGO COUNTY
REQUEST FOR PROPOSAL
"PROPERTY AND CASUALTY INSURANCE POLICIES"
(Including Third Party Administration Services)

RFP NO.: 2015-101-10-07-YSS

OVERVIEW:

Information provided in these specifications/requirements is to be used only for purposes of proposal detailing costs of providing the insurance coverages specified. Each proposer is expected to read these specifications/requirements with care. Failure to meet every one or a combination of specified conditions may invalidate your proposal.

Proposers are requested to submit proposed quotations (premiums) on the basis of these specifications/requirements. Alternative quotations/premiums will received consideration if Hidalgo County, at its sole discretion feels it is in the best interest to do so, provided such alternatives are clearly explained and documented. Any exceptions to coverage requested herein must be clearly noted in writing to **Martha L. Salazar, CPPB, Purchasing Agent, Hidalgo County Purchasing Department, 2812 S. Hwy. 281, New Hidalgo County Administration Building, Edinburg, Texas, 78539** and be included as part of the proposal.

Hidalgo County believes that the data contained in these specifications/requirements is sufficient for preparations of offers/proposals. The information is deemed to be accurate and is based upon the latest available information but is not to be considered in any way as a warranty. Request for additional information should be directed in writing to **Martha L. Salazar, CPPB, Purchasing Agent, Hidalgo County Purchasing Department, 2812 S. Hwy. 281, New Hidalgo County Administration Building, Edinburg, Texas, 78539.**

Hidalgo County is requesting to include fee proposal for "Third Party Administration Services" to be included in the proposal. Third Party Administration Services and/or Claims Adjuster Fees will be reimbursed for payment through the awarded vendor submitting a proposal.

The County reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to the County.

Deliver Submittal to:

RFP No.: 2015-101-10-07-YSS
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 So. Business Hwy 281

Edinburg, Texas 78539

The Submittal Envelope Must Show:

RFP NO.: 2015-101-10-07-YSS
"Property and Casualty Insurance Policies"
(Including Third Party Administration Services)

The following outlines the Request for Proposal:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that sealed proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2812 South Business Hwy 281, New Administration Building, Edinburg, Texas 78539. All inquiries must be directed to Hidalgo County Purchasing Agent, Martha L. Salazar. All responses will be distributed through Hidalgo County Purchasing Department.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Monday, September 21, 2015, at 5:00 P.M. **VIA EMAIL TO: yvette.salinas@co.hidalgo.tx.us.** Responses will be sent to all applicants via facsimile or email by **Monday, September 28, 2015 by 5:00 P.M. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

Any interpretation of the Request for Proposal, if made will be made by Addendum dully issued. A copy of such Addendum will be mailed or delivered via fax or via email to each person receiving the Request for Proposal.

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit on file prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY: Hidalgo County requires submitters, when hand delivering proposals, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFP off.

SIGNING OF PROPOSALS: In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

SECTION II - RFP REQUIREMENTS

Request For Proposal: The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

Contents: The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the firms understanding of the project needs, the work required, and any local issues or concerns. Briefly explain how long you have been organized and your corporate business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

Personnel and Staffing: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other government entities is required and will be scored accordingly during the evaluation process.

Required Certificates and Submittal: This section will contain any licenses, registrations and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified provider.

If proposer/company cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

DURATION OF CONTRACT: The initial term of the contract shall be for a three (3) year period, January 01, 2016 – December 31, 2018, (36 months), with the County's option to renew for two (2) additional one (1) year terms.

Each year of the contract term, the awarded vendor will request in writing from Hidalgo County any necessary information that reflects changes (additions/deletions) for the purpose of updating the renewal in order to provide the correct coverage. The updated "renewal" must be delivered to the County of Hidalgo ninety (90) days prior to renewal.

If the awarded vendor for any reason or for no reason cancels and/or terminates any coverage under any insurance policy awarded or procured on behalf of Hidalgo County by the awarded vendor under this Request for Proposal, the awarded vendor shall remit within ten (10) days to Hidalgo County any portion of the policy premium paid by the Hidalgo County for such canceled or terminated coverage. In calculating the portion of the policy(s) premium to be remitted to Hidalgo County, the amount due Hidalgo County shall be determined by the number of days coverage for the full term of policy(s) as written in such canceled or terminated policy(s) less the number of days actual coverage provided under such policy to Hidalgo County (the "Factor"). The Factor shall be multiplied by the premium paid by Hidalgo County for such policy(s) and the result shall be the amount to be remitted to Hidalgo County. The amount to be remitted to Hidalgo County in the event of any cancellation or termination of coverage shall in no manner limit any other remedies Hidalgo County may exercise in the event of such cancellation or termination of any of such policy(s).

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal and seven (7) copies**.

SECTION III - SELECTION AND SCHEDULES

SELECTION PROCEDURES: The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest rates/fees, but shall take into consideration other factors, including past experience, evidence of good organization, references, ability to provide requested services, and any other factors found necessary for quality service.

Proposal Ranking: A "Committee" will evaluate and rank the written RFPs. After the RFPs have been ranked, the committee will present a scoring grid to the Hidalgo County Commissioners' Court for their ranking.

Negotiation Process: The number one ranked firm will be contacted for negotiation process. If negotiations prove unsuccessful, the next highest ranked company will be contacted. The County of Hidalgo reserves the right to reject any and all RFPs.

Additional Information to Terms and Conditions: All costs and expenses with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Any contract awarded to a successful proposer 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.

PROPOSAL SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building;
2802 So. Business Hwy 281
Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on October 07, 2015.**

EVALUATION: The firms will be ranked after evaluation. RFP submittal evaluation will be based on the criteria outlined in Exhibit B.

Any interpretation of the Request for Proposal, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person

receiving the Request for Proposal. Hidalgo County will not be responsible for any other explanation or interpretation of the proposal made or given prior to the award of the contract. Any objections to the specifications requirements as set forth in this request for proposal must be filed in writing.

Any deviation for the specifications set forth herein must be clearly pointed out; otherwise it will be considered that services proposed are in strict compliance with these specifications and the successful proposer will be held responsible thereof. Deviations shall be explained in detail.

Proposers are to furnish all information requested in the Request for Proposal. Proposals not in compliance with these requirements may be subject to rejection.

The contractor agrees to protect the County from claims involving infringement of patents or copyrights.

PROPERTY, BOILER & MACHINERY

Primary Program Options -	Property, Boiler & Machinery
Limits:	**$272,301,234**
Buildings, Structures, and	$230,655,497
Personal Property – Limit	$ 41,645,737
Sub-Limits:	
Earth Movement	$ 1,000,000
Flood (Excl Zone A)	$ 5,000,000
Newly Acquired Locations	$ 2,000,000
Accounts Receivable	$ 500,000
Valuable Papers	$ 500,000
Demolition Cost	$ 500,000
Increased Cost of Const	$ 500,000
Transit (EDP 50,000)	$ 25,000
Extra Expense	$ 250,000
EDP Equipment (Newly Acquired 1,000,000)	Per Schedule Provided
Media	Per Schedule Provided
Business Interruption	$ 1,000,000
Mobile Equipment – Hidalgo County	Per Schedule Provided
Builders Risk:	$ 50,000
Fine Arts (Blanket 500,000)	Per Location
Equipment Breakdown	$ 50,000,000
Expediting Expense	$ 100,000
Water Damage	$ 100,000
Spoilage	$ 100,000
Hazardous Substances	$ 100,000
Deductible Options:	
All Other Perils	$ 25,000 2% Wind/Hail
Buy Back Wind/Hail	$450,000 per occurrence $900,000 annual aggregate $ 50,000 deductible
Equipment Breakdown	a) $10,000 b) $ 25,000
Earth & Quake	$ 100,000 Ded
Policies– All Options/Coverages:	To Be Determined

Payment Terms:

A. PROPERTY

REQUESTED COVERAGES, LIMITS, AND DEDUCTIBLES
REQUESTED LIMITS

Each year of the contract term, the awarded vendor will request in writing from Hidalgo County any necessary information that reflects changes (additions/deletions) for the purpose of updating the renewal in order to provide the correct coverage.

$272,301,234 Blanket over all real property, personal property, business interruption, and extra expense, at scheduled locations.

$1,500,000 Business interruption and extra expense.

Sublimits: See Cover sheet

REQUESTED DEDUCTIBLES

$25,000; $50,000 or $100,000 (2% Wind/Hail)
Per occurrence deductible applicable to all County coverage combined.

REQUESTED COVERAGE PROVISIONS

Requested Proposed Effective Dates:
January 1, 2016 to January 1, 2017
January 1, 2017 to January 1, 2018
January 1, 2018 to January 1, 2019
(renewal) January 1, 2019 to January 1, 2020
(renewal) January 1, 2020 to January 1, 2021

Accepted ☐ Declined ☐

Named Insured: The named insured should read as follows. **HIDALGO COUNTY**

Accepted ☐ Declined ☐

Covered Locations: Please provide coverage on all covered property, regardless of its location. Refer to "Exposure and Rating Information" for a schedule of current locations and values.

Accepted ☐ Declined ☐

Coverage for Property at Unscheduled Locations: Please provide coverage for property at unscheduled locations subject to the "any other location" limit requested in the "Requested Limits" section.

Accepted ☐ Declined ☐

Property in Transit: Please provide coverage on property in transit.

Accepted ☐ Declined ☐

Newly Acquired Locations—Real Property: Please provide 90 days' automatic coverage on newly acquired real property, subject to THE REQUESTED NEWLY ACQUIRED REAL PROPERTY LIMIT, THE REQUESTED BLANKET LIMIT

Accepted ☐ Declined ☐

Newly Acquired Locations—Personal Property: Please provide 90 days' automatic coverage on personal property at newly acquired locations, subject to THE REQUESTED NEWLY ACQUIRED LOCATIONS PERSONAL PROPERTY LIMIT, THE REQUESTED BLANKET LIMIT

Accepted ☐ Declined ☐

Covered Property: Please include the following as covered property.

Personal property of others

Accepted ☐ Declined ☐

Employees' property

Accepted ☐ Declined ☐

Building glass

Accepted ☐ Declined ☐

Attached signs

Accepted ☐ Declined ☐

Detached signs

Accepted ☐ Declined ☐

Fences

Accepted ☐ Declined ☐

TV and radio antennas

Accepted ☐ Declined ☐

Foundations and other underground property

Accepted ☐ Declined ☐

Retaining walls not part of a building

Accepted ☐ Declined ☐

Land, excavations, grading, filling

Accepted ☐ Declined ☐

Lawns, trees, shrubs, plants

Accepted ☐ Declined ☐

Growing crops

Accepted ☐ Declined ☐

Animals

Accepted ☐ Declined ☐

Tools, dies, patterns, and molds

Accepted ☐ Declined ☐

Fine arts

Accepted ☐ Declined ☐

Jewelry, watches, furs, and silverware

Accepted ☐ Declined ☐

Bullion and precious metals

Accepted ☐ Declined ☐

Money and securities

Accepted ☐ Declined ☐

Dams, dikes, reservoirs, docks, piers, wharfs

Accepted ☐ Declined ☐

Roads, tunnels, bridges

Accepted ☐ Declined ☐

Perils: Please provide all risks coverage that includes each of the following.

Full collapse coverage including collapse resulting from design error and faulty workmanship or materials after completion of construction

Accepted ☐ Declined ☐

Flood coverage, including seepage of water, sewer backup, mudslide, and other water damage

Accepted ☐ Declined ☐

Earth movement coverage, including but not limited to earthquake

Accepted ☐ Declined ☐

Ordinance coverage (contingent liability for building laws, demolition, and increased cost of construction)

Accepted ☐ Declined ☐

Radioactive contamination, resulting loss only, direct damage

Accepted ☐ Declined ☐

Off-premises utility service interruption—direct damage and time element, including transmission lines

Accepted ☐ Declined ☐

Spoilage of perishable goods resulting from mechanical breakdown

Accepted ☐ Declined ☐

Spoilage of perishable goods resulting from power failure originating on or off-premises

Accepted ☐ Declined ☐

No Debris Removal Sublimit: Please provide debris removal coverage subject only to the applicable direct damage limit; there should not be a debris removal sublimit.

Accepted ☐ Declined ☐

Coverage for Removal of All Debris: Please amend the debris removal clause to apply to removal of all debris from a covered cause, not just debris of covered property.

Accepted ☐ Declined ☐

Pollutant Cleanup Coverage: Please provide coverage for removal of pollutants from the insured's land or water, provided the release of pollutants is caused by an unexcluded cause of loss.

Accepted ☐ Declined ☐

Yard Property Limit: Please extend coverage to covered property within 1,000 feet of the property boundary of each covered location.

Accepted ☐ Declined ☐

No Protective Safeguards Provision: Please delete any protective safeguards provision contained in your form.

Accepted ☐ Declined ☐

Joint Loss/Loss Adjustment Agreement: Please include a loss adjustment endorsement providing for joint payment with the boiler and machinery insurer of any loss involving both policies.

Accepted ☐ Declined ☐

Valuation: Please provide coverage on a replacement cost basis for all types of property

Accepted ☐ Declined ☐

Valuation of Property of Others: Property of others should be valued at the replacement cost.

Accepted ☐ Declined ☐

Requirement To Rebuild on Same Premises: Please delete any such requirement.

Accepted ☐ Declined ☐

Direct Damage Coinsurance: Please delete the coinsurance provision or suspend it with an agreed value provision.

Accepted ☐ Declined ☐

Multiple Occupancy Business Interruption and Extra Expense Coverage Trigger: Please amend any language in your form that would limit coverage to income or expense loss resulting only from damage to the portion of the premises occupied by the insured. Coverage should also apply to loss resulting from damage to any route within the building that permits access to the insured's premises (such as foyers, hallways, elevators, and stairways). If the 1995 edition of ISO CP 00 10 is used, there is no need for an endorsement.

Accepted ☐ Declined ☐

Combination Business Interruption and Extra Expense Coverage Form: Please provide coverage for both business interruption and extra expense subject to a single limit for both coverages, using a combination business interruption and extra expense coverage form, such as the ISO business income and extra expense coverage form (CP 00 30).

Accepted ☐ Declined ☐

Please provide the following endorsements:
i
Ninety-Day Notice of Cancellation, Material Policy or Premium Change, or Nonrenewal:

Accepted ☐ Declined ☐

Delayed Notice of Occurrence Endorsement

The DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS condition is amended to include:

d. Knowledge of any "accident", claim, "suit" or "loss" by the agent, servant, or employee of the insured shall not in itself constitute knowledge of the insured unless notice of such "accident", claim, "suit" or "loss" shall have been received by the risk manager or any executive officer.

Accepted ☐ Declined ☐

Broad Named Insured:

It is agreed that:

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any business entity incorporated or organized under the laws of the United States of America (including any State thereof), its territories or possessions or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than 50 percent. If other valid and collectible insurance is available to any business entity covered by this policy solely by reason of ownership by the Named Insured shown in the Declarations in excess of 50 percent, this insurance is excess over the other insurance, whether collectible or not.

Accepted ☐ Declined ☐

UNINTENTIONAL ERRORS AND OMISSIONS

Coverage afforded by this policy shall not be invalidated or affected by any inadvertent errors, omissions or improper description of premises, existing hazards, or other descriptions mentioned in this policy or in related applications.

Accepted ☐ Declined ☐

NOTICE OF OCCURRENCE

It is agreed that the failure of any agent, servant, or employee of the Named Insured to notify the company of any occurrence of which he has knowledge shall not invalidate the insurance afforded by the policy as respects the Named Insured.

Accepted ☐ Declined ☐

REQUESTED SERVICES

List of Forms: Please provide a list of all forms and endorsements that will be attached to the policy, showing the edition date of each.

Accepted ☐ Declined ☐

Copies of Forms: Please provide copies of all proposed forms and endorsements other than (ISO, AAIS, Texas, other) forms.

Accepted ☐ Declined ☐

Copies of Inspection Reports and Recommendations: Please provide copies of engineering inspection reports including estimated cost of compliance with each recommendation.

Accepted ☐ Declined ☐

Loss Control Services: Please outline the loss control services that will be provided.

Accepted ☐ Declined ☐

Loss Reports: Please agree to provide ANNUAL that include the following information for each loss: the date of loss, description of loss, amount reserved, deductible amount, and amount paid.

Accepted ☐ Declined ☐

QUOTED PREMIUM

	Deductible	**Premium**
Total Premium:	$_____	_____
	$_____	_____
	$_____	_____

EXPOSURE AND RATING INFORMATION

Description of Operations: Refer to enclosed UNDERWRITING INFORMATION SUMMARY, PRODUCT BROCHURES, ANNUAL REPORT, 10K REPORT, OTHER.

Locations and 100 Percent Values: See "Schedule of Locations and Values."

Construction and Protection Information: See "Construction and Protection Schedule."

B. BOILER & MACHINERY/EQUIMPMENT BREAKDOWN

REQUESTED COVERAGES, LIMITS, AND DEDUCTIBLES

Limits:

$50,000,000 Direct damage, per accident
$Included Combined business interruption and extra expense, actual loss sustained coverage

Sublimits:

$100,000 Expediting expense
$100,000 Hazardous substances
$100,000 Spoilage
$100,000 Water damage

Deductibles:

$10,000; $25,000 Deductible per accident, direct damage
24 hours Deductible per accident, time element coverage

REQUESTED COVERAGE PROVISIONS

Newly Acquired Locations: Please provide 90 days' automatic coverage in connection with equipment at newly acquired locations.

Accepted ☐ Declined ☐

"Extended Comprehensive Object" Definition: Please use an extended comprehensive object definition.

Accepted ☐ Declined ☐

Fiber Optic Cable: Please include fiber optic cables as covered objects.

Accepted ☐ Declined ☐

Coverage for Computers: Please include as covered objects computers that are not used to operate or control other covered objects.

Accepted ☐ Declined ☐

Coverage for Medical and Diagnostic Equipment: Please include medical and diagnostic equipment as covered objects.

Accepted ☐ Declined ☐

"Turbine Accident" Definition: Please cover turbines subject to the same accident definition as other covered objects. Neither the explosion accident definition nor the combined accident definition should apply.

Accepted ☐ Declined ☐

In Use/Connected Ready for Use: Please delete any provision in your form that restricts coverage to equipment that is in use or connected and ready for use.

Accepted ☐ Declined ☐

Testing Coverage/Resultant Damage: If your form contains an exclusion of coverage for accidents occurring while an object is undergoing a hydrostatic, pneumatic, or gas pressure test or an insulation breakdown test, please amend it to provide coverage for damage to property other than the object undergoing the test.

Accepted ☐ Declined ☐

Consequential Damage Coverage: Please provide coverage for spoilage of perishable goods resulting from a covered accident.

Accepted ☐ Declined ☐

Utility Interruption Coverage: Please provide coverage for loss (including but not limited to spoilage) resulting from utility service interruption originating off-premises.

Accepted ☐ Declined ☐

Replacement Cost Coverage: Please provide coverage on a replacement cost basis.

Accepted ☐ Declined ☐

Defense Coverage and Supplementary Payments: Please cover defense costs and supplementary payments in addition to the stated limits of insurance.

Accepted ☐ Declined ☐

Ordinary Payroll Coverage: Please include ordinary payroll in the definition of "actual loss."

Accepted ☐ Declined ☐

Suspension of Coinsurance: Please include a suspension of coinsurance endorsement.

Accepted ☐ Declined ☐

Delete Monthly Limitation: Please delete the monthly limitation on extra expense loss recovery, so that the entire requested extra expense limit is immediately available to the insured.

Accepted ☐ Declined ☐

REQUESTED SERVICES

Copies of Forms: Please provide copies of all proposed forms and endorsements.

Accepted ☐ Declined ☐

Copies of Inspection Reports and Recommendations: Please provide copies of engineering inspection reports including estimated cost of compliance with each recommendation.

Accepted ☐ Declined ☐

Loss Control Services: Please outline the loss control services that will be provided.

Accepted ☐ Declined ☐

QUOTED PREMIUM

	Deductible	**Premium**
Total Premium:	$_____	_____
	$_____	_____
	$_____	_____

EXPOSURE AND RATING INFORMATION

Description of Operations: Refer to enclosed UNDERWRITING INFORMATION SUMMARY, PRODUCT BROCHURES, ANNUAL REPORT, 10K REPORT, OTHER.

Locations and 100 Percent Values: See "Schedule of Locations and Values."

PRIMARY PROGRAM OPTIONS

Primary Program Options -

Limits:

GL:	$1,000,000 each occurrence $2,000,000 General Aggregate (Annual) $2,000,000 Products/ Completed Operations Annual Aggregate $ 100,000 Fire Damage to Premises
(EBL)	$1,000,000 Employee Benefits Liability $3,000,000 Aggregate
Auto:	$1,000,000 Combined Single Limits Comprehensive & Collision *On 2005 and newer vehicles
POL: (EPML)	$2,000,000 each claim $2,000,000 Aggregate $100,000 SIR
LEL:	$1,000,000 each claim $1,000,000 Aggregate $50,000; $100,000 SIR
EPL	$2,000,000 Each Wrongful Act $2,000,000 Total Limit $50,000; $100,000 SIR

*** Deductible/SIR Options:**

GL/EBL	a) $25,000 per occurrence b) $50,000 per occurrence c) $100,00 per occurrence
AUTO LIABILITY:	a) $25,000 per accident b) $50,000 per accident c) $100,00 per accident
AUTO COLLISION COMPREHENSIVE:	a) $25,000 each claim b) $50,000 each claim c) $100,000 each claim

POL: (EPML)	a) $25,000 per occurrence b) $50,000 per occurrence c) $100,000 per occurrence
LEL	a) $25,000 per occurrence b) $50,000 per occurrence c) $100,000 per occurrence
EPL	a) $25,000 per occurrence b) $50,000 per occurrence c) $100,000 per occurrence

To Be Determined

Policies– All Options/Coverages:

Payment Terms:

Please include the insurer's A.M. Best rating in your proposal.

C. AUTOMOBILE

REQUESTED COVERAGES, LIMITS, AND DEDUCTIBLES

Liability Coverage:

$1,000,000: Combined Single Limits

Optional Quote (Hidalgo County has the option to accept or decline this coverage): **Please include Auto Policy With Underinsured/Uninsured Motorist(s) with limits of:**
$25,000

$50,000

$100,000

and Personal Injury Protection (PIP) Coverage with limits of:

$5,000

$10,000

Physical Damage Coverage:

Coverage should apply to autos as indicated below each type of coverage.

Comprehensive and Collision

Only those vehicles 2005 and newer

Coverage should apply to autos as indicated for each type of coverage.

REQUESTED COVERAGE PROVISIONS

Note: This section includes requested endorsements, both standard Insurance Services Office, Inc. (ISO), forms and manuscript endorsements. We are receptive to using these endorsements as they stand or with reasonable modifications. Completely different endorsements or policy wording suggested by the broker or underwriter may also be acceptable. Please outline any major variations in your proposal.

Requested Proposed Effective Dates: January 1, 2016 to January 1, 2017
January 1, 2017 to January 1, 2018
January 1, 2018 to January 1, 2019
(renewal) January 1, 2019 to January 1, 2020
(renewal) January 1, 2020 to January 1, 2021

Named Insured: The named insured should read as follows: Hidalgo County

Accepted ☐ Declined ☐

Coverage Form: Please quote coverage at least as broad as the ISO business auto policy form (CA 00 01). If you are using this standard form with an edition date prior to December 1990, include coverage for "covered pollution cost or expense."

Accepted ☐ Declined ☐

Additional Insured–Lessor Endorsement (CA 20 01): Leased vehicles for which we are required by lease to purchase direct primary insurance for the lessor include vehicle numbers _____, on the schedule. The lessors are: _____

Accepted ☐ Declined ☐

Fellow Employee Exclusion: Please delete the fellow employee exclusion to include coverage for executive officers.

Accepted ☐ Declined ☐

Please include the following endorsements:

Delayed Notice of Occurrence Endorsement

The DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS condition is amended to include:

d. Knowledge of any "accident", claim, "suit" or "loss" by the agent, servant, or employee of the insured shall not in itself constitute knowledge of the insured unless notice of such "accident", claim, "suit" or "loss" shall have been received by the risk manager or any executive officer.

Accepted ☐ Declined ☐

Ninety-Day Notice of Cancellation, Material Policy/Premium Change or Nonrenewal Endorsement.:

Accepted ☐ Declined ☐

Broad Named Insured:

It is agreed that:

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any business entity incorporated or organized under the laws of the United States of America (including any State thereof), its territories or possessions or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than 50 percent. If other valid and collectible insurance is available to any business entity covered by this policy solely by reason of ownership by the Named Insured shown in the Declarations in excess of 50 percent, this insurance is excess over the other insurance, whether collectible or not.

Accepted ☐ Declined ☐

UNINTENTIONAL ERRORS AND OMISSIONS

Coverage afforded by this policy shall not be invalidated or affected by any inadvertent errors, omissions or improper description of premises, existing hazards, or other descriptions mentioned in this policy or in related applications.

Accepted ☐ Declined ☐

NOTICE OF OCCURRENCE

It is agreed that the failure of any agent, servant, or employee of the Named Insured to notify the company of any occurrence of which he has knowledge shall not invalidate the insurance afforded by the policy as respects the Named Insured.

Accepted ☐ Declined ☐

REQUESTED SERVICES

List of Forms: Please provide a list of all forms and endorsements that will be attached to the policy showing the edition date of each.

Accepted ☐ Declined ☐

Copies of Forms: Please provide a copy of the policy and any endorsements, if coverage will not be written on the ISO business auto policy form, CA 00 01, with an edition date of December 1990 or later.

Accepted ☐ Declined ☐

Loss Runs: Please provide us with Quarterly reports of losses (as requested).

Accepted ☐ Declined ☐

QUOTED PREMIUM

Total Premium: $_____

Premium Computation Information: Please include the details of all premium computations:_____

Premium Payment Plan: Please provide the details of any available premium payment plans:_____

EXPOSURE AND RATING INFORMATION

Description of Operations: Refer to enclosed Underwriting information.

Vehicle Classification: All vehicles should be classified as outlined in the attached Vehicle Schedule.

Hired and Nonowned Auto Liability: The total number of employees authorized to drive at all our locations is 2,508. The majority of our employees do not regularly drive their own autos on company business.

This coverage should be based on a minimum premium since there is little use of rented vehicles.

Loss Control Programs: Per Attached

Loss History: Refer to attached LOSS SUMMARIES, LARGE LOSS SUMMARY, INSURER LOSS RUNS, OTHER LOSS INFORMATION

Vehicle Schedule – Per Attached.

D. GENERAL LIABILITY

REQUESTED COVERAGES, LIMITS, AND DEDUCTIBLES

$1,000,000	Bodily injury and property damage, per occurrence
$2,000,000	Products/completed operations aggregate limit
$2,000,000	General aggregate limit (other than products/completed operations)
$100,000	Fire damage limit, any one fire
$1,000,000	Employee benefits liability coverage/$1,000,000 Aggregate $3,000,000 Aggregate **Optional**
$1,000,000	Law Enforcement Liability/$2,000,000 Aggregate

REQUESTED SIR OPTIONS OF;

Unlimited General Aggregate Limit: It is preferred that coverage be written without a general aggregate limit applying to bodily injury and property damage liability. A $5 million (or higher) personal injury liability aggregate may be used in conjunction with this approach.

Accepted ☐ Declined ☐

If an unlimited general aggregate is unavailable, please modify the general aggregate to apply separately to each project or location.

Accepted ☐ Declined ☐

- **Fire Legal Liability**: As an option, please quote a fire damage limit of $250,000.

REQUESTED COVERAGE PROVISIONS

This section includes requested manuscript endorsements. We are receptive to using these endorsements as they stand or with reasonable modifications. Completely different endorsements or policy wording suggested by the broker or underwriter may also be acceptable. Please outline any major variations in your proposal.

Requested Proposed Effective Dates:

	January 1, 2016 to January 1, 2017
	January 1, 2017 to January 1, 2018
	January 1, 2018 to January 1, 2019
(renewal)	January 1, 2019 to January 1, 2020
(renewal)	January 1, 2020 to January 1, 2021

Accepted ☐ Declined ☐

Named Insured: The named insured should read as follows. **Hidalgo County**

Accepted ☐ Declined ☐

Broad Form Named Insured Endorsement: Please include the manuscript broad form named insured endorsement included with this submission.

Accepted ☐ Declined ☐

Occurrence Coverage: Please quote occurrence (rather than claims-made) coverage.

Accepted ☐ Declined ☐

Coverage Form: Coverage should be at least as broad as those provided by the ISO commercial general liability policy form (CG 00 01).

Accepted ☐ Declined ☐

Contractual Liability Coverage for False Arrest: Please amend Coverage B exclusion a.(4) by attaching ISO endorsement CG 22 74 to provide coverage for contractual assumption of liability arising out of false arrest, detention, or imprisonment.

Accepted ☐ Declined ☐

Fellow Employee Exclusion: Please amend the fellow employee exclusion to include coverage for supervisory personnel, using the following endorsement.

Additional Persons Insured—Employee
Bodily Injury to Another Employee Endorsement

It is agreed that exclusion 2.a.(1) of the "Who Is an Insured" section of the commercial General Liability Policy does not apply with respect to "bodily injury" to another employee for claims made or suits brought against such employees
as are herein designated while acting within the scope of their duties as such.

(List Individuals or Positions)

Accepted ☐ Declined ☐

Employee Benefits Liability: Please provide occurrence coverage.

Accepted ☐ Declined ☐

Automatic Additional Insureds: Please provide an endorsement to the effect that all entities/ individuals are additional insureds if required under the terms of a written contract.

Accepted ☐ Declined ☐

Unintentional Errors and Omissions Endorsement

It is agreed that failure of the insured to disclose all hazards existing as of the inception date of the policy shall not prejudice the insured with respect to the coverage afforded by this policy provided such failure or omission was not intentional.

Accepted ☐ Declined ☐

Delayed Notice of Occurrence Endorsement

The Duties in the Event of Occurrence, Claim, or Suit section of the policy is amended to include:

knowledge of any occurrence, claim, or suit by the agent, servant, or employee of the insured shall not in itself constitute knowledge of the insured unless notice of such injury, claim, or suit shall have been received by the risk manager or any executive officer.

Accepted ☐ Declined ☐

Blanket Waiver of Subrogation Endorsement

The policy is amended to include the following:

If is further agreed that where required by contract, with respect to such insurance as is afforded by this policy, the Company waives any right of subrogation it may acquire against any party(ies) of such contract by reason of any payment made under this policy.

Accepted ☐ Declined ☐

Clarification of Punitive Damages Endorsement

This policy covers punitive damages unless barred by a specific state statute or a court of law.

Accepted ☐ Declined ☐

Cancellation Notice: Please lengthen the cancellation notice requirement to 90 days, per endorsement CG 02 24 (earlier notice of cancellation).

Accepted ☐ Declined ☐

Pollution Exclusion: The pollution exclusion should be no broader than that contained in ISO form CG 00 01.

Accepted ☐ Declined ☐

Pollution Coverage: Please quote coverage for sudden and accidental pollution liability, per endorsement CG 04 22.

Accepted ☐ Declined ☐

Elected or Appointed Officers as Additional Insureds: Please modify the "Who Is an Insured" provision to include the following while acting on behalf of the named insured: elected or appointed officers, bail bond board, district judges and members of boards, commissions, or agencies (CG 20 25).

Accepted ☐ Declined ☐

REQUESTED SERVICES

List of Forms: Please provide a copy of the policy form and any endorsements that will be attached to the policy, showing the edition date of each.

Accepted ☐ Declined ☐

Copies of Forms: Please provide a copy of the policy form and any endorsements, if coverage will not be written on the ISO commercial general liability policy form CG 00 01.

Accepted ☐ Declined ☐

Loss Runs: Please provide Quarterly general liability loss reports that contain the following information: amounts paid, reserved, and recovered BY DIVISION, SUBSIDIARY, DEPARTMENT, LOCATION, SUPERVISOR, OTHER.

Accepted ☐ Declined ☐

Loss Control Services: Please outline the loss control services that will be provided.

Accepted ☐ Declined ☐

QUOTED PREMIUM

	SIR/Deductible	Premium
Total Premium:	$_____	_____
	$_____	_____
	$_____	_____

EXPOSURE AND RATING INFORMATION

Description of Operations: Refer to enclosed Underwriting Information.

Employee Benefits Liability: The total number of employees is 3,545.

Loss Control Programs: DESCRIBE

Loss History: Refer to attached LOSS SUMMARY, LARGE LOSS SUMMARY, INSURER LOSS RUNS, OTHER LOSS INFORMATION.

E. LAW ENFORCEMENT LIABILITY

$1,000,000 Law enforcement officers errors and omissions liability Each Claim
$2,000,000 Annual aggregate

Need Deductible and SIR options of $50,000 and $100,000 in punitive or exemplary damages for the limits specified.

Requested Proposed Effective Dates: January 1, 2016 to January 1, 2017

January 1, 2017 to January 1, 2018
January 1, 2018 to January 1, 2019
(renewal) January 1, 2019 to January 1, 2020
(renewal) January 1, 2020 to January 1, 2021

Accepted ☐ Declined ☐

Named Insured: The named insured should read as follows. **HIDALGO COUNTY**

Accepted ☐ Declined ☐

Include as Insureds:

Individual law enforcement officers and employees of the Sheriff's Department. This coverage should apply to individuals who now are, will be, or were with the Sheriff's Department.

Accepted ☐ Declined ☐

Public officials and employees of the County while in furtherance of the pursuits of the Sheriff's Department.

Accepted ☐ Declined ☐

Volunteer and part-time workers in the Sheriff's Department.

Accepted ☐ Declined ☐

Heirs, estates, executors administrators, legal representatives, and assigns of all the above in the event of death, bankruptcy or incompetency.

Accepted ☐ Declined ☐

Occurrence Coverage Trigger: Please provide occurrence-based coverage.

Accepted ☐ Declined ☐

Definition of "Occurrence": If coverage will be written on an "occurrence" form, please define the term "occurrence" to mean a "happening or event" rather than an "accident."

Accepted ☐ Declined ☐

Prior Acts Coverage: In the past the County has purchased coverage on a claims-made basis. Please include coverage for prior acts in your occurrence policy.

Accepted ☐ Declined ☐

No Retroactive Date: If coverage will be on a claims-made basis, please provide full prior acts coverage. There should be no retroactive date or other similar restrictions. We are prepared to certify that we know of no incidents that could give rise to claims in the future.

Accepted ☐ Declined ☐

Extended Reporting Period (ERP) Option: If coverage will be on a claims-made basis, please include a 3-year ERP option that the insured may elect to purchase in the event of cancellation or nonrenewal by either the insurer or the insured.

Accepted ☐ Declined ☐

Time To Elect ERP: The ERP option should be available to the insured for 30 days after the effective date of cancellation or nonrenewal.

Accepted ☐ Declined ☐

"Pay on Behalf of" Coverage: Please provide coverage on a "pay on behalf of" basis.

Accepted ☐ Declined ☐

First Dollar Defense Coverage: Please provide defense coverage on a "first dollar" (no deductible) basis.

Accepted ☐ Declined ☐

Defense Coverage Outside of Limits: Please provide defense coverage in addition to (rather than as part of) the policy limit.

Accepted ☐ Declined ☐

Defense Coverage for Questionable Claims: Please provide coverage for defense of questionable or possibly excluded claims.

Accepted ☐ Declined ☐

Supplementary Payments: Please provide coverage for the following "supplementary payments" in addition to limits: premiums on appeal bonds, interest on judgments, expenses incurred in assisting the insurer in defending claims.

Accepted ☐ Declined ☐

Mutual Law Enforcement Agreement: Please provide coverage for liability assumed in any mutual law enforcement agreements.

Accepted ☐ Declined ☐

"Moonlighting" Coverage: Please include coverage for Law Enforcement Officers while "moonlighting."

Accepted ☐ Declined ☐

Punitive Damages: Please provide coverage for punitive or exemplary damages unless such coverage is prohibited in the jurisdiction where claim is brought.

Accepted ☐ Declined ☐

Covered Perils: Please provide coverage for liability claims arising from the following.

False arrest, detention, or imprisonment

Accepted ☐ Declined ☐

Malicious prosecution

Accepted ☐ Declined ☐

Wrongful entry, eviction, or other invasion of the right of private occupancy

Accepted ☐ Declined ☐

Discrimination (as respects noninsureds)

Accepted ☐ Declined ☐

Humiliation

Accepted ☐ Declined ☐

Libel, slander, entrance in violation of the right of privacy

Accepted ☐ Declined ☐

Assault and battery

Accepted ☐ Declined ☐

First aid E&O

Accepted ☐ Declined ☐

False or improper service of process

Accepted ☐ Declined ☐

Violation of property rights

Accepted ☐ Declined ☐

Violation of civil rights

Accepted ☐ Declined ☐

Alleged criminal acts

Accepted ☐ Declined ☐

Delete Exclusions: Please agree to delete any of the following exclusions if contained in your form.

Damages for violation of civil rights

Accepted ☐ Declined ☐

Bodily injury while in custody of an officer

Accepted ☐ Declined ☐

Bodily injury while in jail (e.g., jail fires)

Accepted ☐ Declined ☐

Damage to tangible property

Accepted ☐ Declined ☐

Misuse of a motor vehicle

Accepted ☐ Declined ☐

Care, custody, and control of property of others

Accepted ☐ Declined ☐

Intentional acts

Accepted ☐ Declined ☐

Delete Products Liability Exclusion: Please delete this exclusion if contained in your form.

Accepted ☐ Declined ☐

Modify Products Liability Exclusion: If your form's products liability exclusion cannot be deleted, please modify it so that it clearly does not apply to claims relating to the negligent use of equipment or instruments intended as law enforcement aids.

Accepted ☐ Declined ☐

Knowledge of Occurrence Provision Endorsement

It is agreed that knowledge of an occurrence, claim, or suit by an agent or employee of the insured, shall not in itself constitute knowledge by the insured, unless the Law Enforcement Department, County, Risk Manager of the insured shall have such knowledge.

Accepted ☐ Declined ☐

Ninety Days' Notice of Cancellation: Please endorse the policy to provide 90 days' notice of cancellation, material policy change, or intent not to renew.

Accepted ☐ Declined ☐

REQUESTED SERVICES

Copy of Form: Please attach a copy of the proposed form and all proposed endorsements to your proposal.

Accepted ☐ Declined ☐

Insurer's Best Rating: Please include the insurer's Best's Rating in your proposal.

Accepted ☐ Declined ☐

Defense Counsel: If the insured will not be allowed to participate in the selection of defense counsel, please identify the law firm and individual attorneys that would handle the defense of any claims that might be brought against insureds and outline their experience handling suits of this type.

Loss Control Services: Please describe in your proposal the loss control assistance that will be provided.

QUOTED PREMIUM

Total Premium: $_____

Premium Breakdown: Please indicate the premium charges (if any) for each of the requested coverage provisions, such as prior acts coverage, "moonlighting" coverage, etc.: _____

Cost of ERP Option: Please indicate the cost of the extended reporting period (ERP) option: _____

Premium Payment Plan: Please provide the details of any available premium payment plan: _____

VOLUNTEER INSURANCE

BLANKET ACCIDENT INSURANCE POLICY

Covered Activities: While enrolled as a member/volunteer of Hidalgo County/Policyholder during the hours and on the days when the Policyholder is in session, or during the hours and on the days when the Policyholder is not in session while participating in any Policyholder sponsored activity. This includes coverage away from the Policyholder's premises while participating in any activity authorized and supervised by the Policyholder. This includes coverage for travel directly and uninterrupted to or from the above.

Approximate number of volunteers is fifty (50).

	Maximum Amount	Loss Period
Accidental Death Benefit	$5,000	365 Days

Accidental Dismemberment Benefit	$10,000	365 Days

	Premium	Deductible
Total Premium:	$_____	_____
	$_____	_____
	$_____	_____

EXPOSURE AND RATING INFORMATION

Refer to enclosed Law Enforcement Liability Underwriting Information.

F. PUBLIC OFFICIALS EMPLOYMENT MANAGEMENT LIABILITY

REQUESTED COVERAGES, LIMITS, AND SIR

$2,000,000 Per Occurrence Public officials errors and omissions liability
$2,000,000 Annual aggregate

****Please endorse to the policy, Bail Bond Board and District Judges**.**

REQUESTED COVERAGE PROVISIONS

Requested Proposed Effective Dates: January 1, 2016 to January 1, 2017
January 1, 2017 to January 1, 2018
January 1, 2018 to January 1, 2019
(renewal) January 1, 2019 to January 1, 2020
(renewal) January 1, 2020 to January 1, 2021

Accepted ☐ Declined ☐

Named Insured: The named insured should read as follows. **HIDALGO COUNTY**

Accepted ☐ Declined ☐

Include as Insureds: Please include the following as insureds.

Individuals who now are, will be, or were elected or appointed public officials, district judges of the County.

Accepted ☐ Declined ☐

All boards including bail bond board, commissions, and other departments within the named insured's budget

Accepted ☐ Declined ☐

Employees (including part-time employees)

Accepted ☐ Declined ☐

Volunteers

Accepted ☐ Declined ☐

Heirs, estates, executors, administrators, legal representatives, and assigns of all of the above in the event of death, bankruptcy, or incompetency

Accepted ☐ Declined ☐

Occurrence Coverage Trigger: Please provide occurrence-based coverage.

Accepted ☐ Declined ☐

Definition of "Occurrence": If coverage will be written on an "occurrence" form, please define the term "occurrence" to mean a "happening or event" rather than an "accident."

Accepted ☐ Declined ☐

Prior Acts Coverage: In the past the County has purchased coverage on a claims-made basis. Please include coverage for prior acts in your occurrence policy.

Accepted ☐ Declined ☐

No Retroactive Date: If coverage will be on a claims-made basis, please provide full prior acts coverage. There should be no retroactive date or other similar restrictions. We are prepared to certify that we know of no incidents that could give rise to claims in the future.

Accepted ☐ Declined ☐

Extended Reporting Period (ERP) Option: If coverage will be on a claims-made basis, please include a 3-year ERP option that the insured may elect to purchase in the event of cancellation or nonrenewal by either the insurer or the insured.

Accepted ☐ Declined ☐

Time To Elect ERP: The ERP option should be available to the insured for 30 days after the effective date of cancellation or nonrenewal.

Accepted ☐ Declined ☐

"Pay on Behalf of" Coverage: Please provide coverage on a "pay on behalf of" basis.

Accepted ☐ Declined ☐

First Dollar Defense Coverage: Please provide defense coverage on a "first dollar" (no deductible) basis.

Accepted ☐ Declined ☐

Defense Coverage Outside of Limits: Please provide defense coverage in addition to (rather than as part of) the policy limit.

Accepted ☐ Declined ☐

Supplementary Payments: Please provide coverage for the following "supplementary payments" in addition to limits: premiums on appeal bonds, interest on judgments, expenses incurred in assisting the insurer in defending claims.

Accepted ☐ Declined ☐

Definition of "Wrongful Act": Please include the following definition of wrongful act.

> Liability arising from actual or alleged negligence, errors or omissions, breaches of duty, misfeasance, malfeasance, and nonfeasance of any insured.

Accepted ☐ Declined ☐

Violation of Civil Rights Exclusion: Please delete this exclusion if included in your form.

Accepted ☐ Declined ☐

Punitive Damages: Please provide coverage for punitive or exemplary damages unless such coverage is prohibited in the jurisdiction where claim is brought.

Accepted ☐ Declined ☐

Delete Professional Liability Exclusions: Please agree to delete any exclusions of claims against employed attorneys, architects, medical personnel, engineers, etc., acting within the scope of their professional duties.

Accepted ☐ Declined ☐

Defense of Injunctive Relief Claims: Please provide defense coverage for injunctive relief (nonmonetary damage) claims.

Accepted ☐ Declined ☐

Faulty Preparation of Bid Specifications Exclusion: Please delete this exclusion if included in your form.

Accepted ☐ Declined ☐

Defense Coverage for Questionable Claims: Please provide coverage for defense of questionable or possibly excluded claims.

Accepted ☐ Declined ☐

Failure To Maintain Insurance Exclusion: Please delete any such exclusion. We are willing to provide a schedule of insurance and report any material changes in the schedule to the insurer.

Accepted ☐ Declined ☐

Insured versus Insured Claims: Please include coverage for suits by one insured against another.

Accepted ☐ Declined ☐

Intentional Acts: Please delete this exclusion if included in your form.

Accepted ☐ Declined ☐

Consent To Settle: Please include a "consent to settlement" provision specifying that claims may be settled by the insurer only with consent of the insured.

Accepted ☐ Declined ☐

Knowledge of Occurrence Provision Endorsement

It is agreed that knowledge of an occurrence, claim, or suit by an agent or employee of the insured, shall not in itself constitute knowledge by the insured, unless the County Judge, or Risk Pool Coordinator of the insured shall have such knowledge.

Accepted ☐ Declined ☐

Ninety Days' Notice of Cancellation: Please endorse the policy to provide 90 days' notice of cancellation, material policy change, or intent not to renew.

Accepted ☐ Declined ☐

REQUESTED SERVICES

Copy of Form: Please attach a copy of the proposed form and all proposed endorsements to your proposal.

Accepted ☐ Declined ☐

Defense Counsel: If the insured will not be allowed to participate in the selection of defense counsel, please identify the law firm and individual attorneys that would handle the defense of any claims that might be brought against Insureds and outline their experience handling suits of this type. _____

Loss Control Services: Please describe in your proposal the loss control assistance that will be provided.

QUOTED PREMIUM

	SIR/Deductible	Premium
Total Premium:	$_____	_____
	$_____	_____
	$_____	_____

Cos/Term of ERP Option: Please indicate the cost of the extended reporting period (ERP) option:

Price	Terms
$_____	_____
$_____	_____
$_____	_____

EXPOSURE AND RATING INFORMATION

Description of Operations: Refer to enclosed UNDERWRITING INFORMATION SUMMARY, UNDERWRITING INFORMATION SUMMARY GOVERNMENTAL SUPPLEMENT, OTHER.

G. ADDITIONAL COVERAGES

STORAGE TANK LIABILITY:

Hidalgo County is seeking a proposal for Storage Tank Liability Coverage as follow:

Limits of Liability:

a.) $ 2,000.000 Per Storage Tank Incident Limit (USTs)
$ 2,000.000 Per Storage Tank Incident Limit (ASTs)

b.) $ 2,000.000 Aggregate Limit (USTs)
$ 2,000.000 Aggregate Limit (ASTs)
$ 4,000.000 Aggregate Total Limit (UST & ASTs-exclusive of Legal Defense)

c.) $ 2,000.000 Aggregate Legal Defense Expense Limit

Deductible:

$ 5,000.00 Per Claim or Corrective Action Cost

MEDICAL MALPRACTICE LIABILITY:

Hidalgo County is seeking a proposal for "Medical Malpractice Liability" at the listed locations as follow:

Limits of Liability-Coverage A-Professional Liability

a.) $ 1,000,000 Each Claim
$ 3,000,000 Aggregate

Deductible:

$ 25,000 Each Claim or Occurrence

Hidalgo County Juvenile Probation-Infirmary	1001 N. Doolittle Rd. Edinburg, TX
Hidalgo County Juvenile Justice Center Boot Camp	1711 N Bridge, Weslaco, TX
Hidalgo County Health & Human Services	1304 S. 25th St, Edinburg, TX 3341 E. Richardson Rd, Edinburg, TX
Hidalgo County Adult Detention Facility	701 El Cibolo Rd, Edinburg, TX
Hidalgo County WIC Program Locations:	3105 W University Dr, Edinburg, TX 3105 E Richardson Rd, Edinburg, TX 211 South Schuerbach Rd, Mission, TX

300 E Hackberry, McAllen, TX
1903 North Knights, Pharr, TX
702 East Tejano, Hidalgo TX
301 S 8th St, Donna, TX
1901 N Bridge, Weslaco, TX
540 S Texas, Mercedes, TX
708 E Edinburg, St, Elsa TX
125 E Las Milpas Rd, Suite E, Pharr, TX
510 N FM 1015, Progreso, TX
3509 E Main Ave, Suite 104, Alton, TX
313 E Business 83, Suite 113, Alamo, TX
371 W Expressway 83, Sullivan City, TX
722 N Breyfogle, Suite 2-C, Mission, TX
220 S Bicentennial, Suite D, McAllen, TX
300 W. Hall Acres Rd, Suite A, Pharr, TX
230 N 86th St, Edinburg, TX
417 S. Oregon Ave, Weslaco, TX
509 E Earling Rd, San Juan, TX
3001 N 23rd St, Suite 8, McAllen, TX
3001 N 23rd St, Suite 2, McAllen, TX
3519 W. Main St, Suite B, Mission, TX
5404 Brand St, Suite 5, Rio Grande City, TX
1505 N. Grant St. Suite 1 & 2, Roma, TX
1429 S. Tower Rd, Alamo, TX

Price	Terms
$_____	_____
$_____	_____
$_____	_____

CRIME POLICY LIMITS

Hidalgo County is seeking a proposal for "Crime Policy Liability as follow:

Limits of Insurance and Deductibles

Limit Of Insurance Per Occurrence	Deductible Amount Per Occurrence	
$ 500,000	$ 25,000	Employee Theft-Per Loss Coverage
$ 500.000	$ 25,000	Forgery Or Alteration
$ 500,000	$ 25,000	Inside The Premises-Theft Of Money And Securities
$ 500,000	$ 25,000	Inside The Premises-Robbery Or Safe Burglary Of Other Property
$ 500,000	$ 25,000	Outside The premises
$ 500,000	$ 25,000	Computer Fraud

Premium: _____

ERRORS AND OMISSIONS – DISTRICT CLERK LIMITS

Hidalgo County is seeking a proposal for "Errors And Omissions" For District Clerk as follow:

Limit Of Insurance	Deductible	
$ 700,000	$ 1,000	District Clerk – Each and every claim and in the aggregate including cost and expense

ERP OPTIONAL

Price	Terms
$_____	_____
$_____	_____
$_____	_____

ERRORS AND OMISSIONS – COUNTY CLERK LIMITS

Hidalgo County is seeking a proposal for "Errors And Omissions" For County Clerk as follow:

Limit Of Insurance	Deductible	
$ 700,000	$ 1,000	County Clerk – Each and every claim and in the aggregate including cost and expense

ERP OPTIONAL

Price	Terms
$_____	_____
$_____	_____
$_____	_____

KIDNAP & EXTORTION/DIFFERENCE IN CONDITIONS INSURANCE

	Limits
Extortion/Ransom Monies Payment	$1,000,000
In transit Extortion/Ransom Monies Loss	$1,000,000
Expenses	$1,000,000
Medical Death or Dismemberment	$250,000
Medical Death or Dismemberment Aggregate	$1,250,000
Legal Costs	$1,000,000

Deductible	Total Premium
_____	_____
_____	_____
_____	_____

PRIMARY FLOOD INSURANCE:

REQUESTED COVERAGES, LIMITS AND DEDUCTIBLES

Hidalgo County desires specific Flood Insurance policies for various property per the schedule provided. The County will consider policies by location on a per building basis and reserves the right to purchase all, part or none of the coverage.

Exact Name of Insurer (not company group or wholesaler)

_____

Premium	Deductibles
_____	_____
_____	_____
_____	_____

Company's General Policyholder's Rating and Financial rating as published by A.M. Best.

_____

Building	Contents	Deductible
$500,000.00	$500,000.00	$1,000

EXCESS FLOOD INSURANCE:

REQUESTED COVERAGES, LIMITS AND DEDUCTIBLES

Hidalgo County requests Excess Flood Insurance to insure its property locations. The County is considering coverage and reserves the right to forgo its purchase. This particular part of the proposal must be submitted as a separate option and listed as "Option 2".

Limit: $5,000,000.00 in Excess of NFIP Maximum Building and Contents

Limit: $5,000,000.00 in Excess of $1,000,000.00

Valuation: Replacement Cost

See attached Property Schedule

Limit: _____

Annual Premium: _____

Valuation Basis: _____

ACV will be considered.

Exact name of Insurer (not company group or wholesaler)

Company's General Policyholder's Rating and Financial Rating as published by A.M. Best.

CYBER LIABILITY POLICY:

Please quote coverage for Information Security and Privacy Insurance with Electronic Medical Liability Coverage. See Hidalgo County's Consolidated Annual Financial Reports available at County Website.

Limits:

Network and Information Security	$1,000,000 per claim	
	$3,000,000 per claim	
Communication and Media Liability	$1,000,000 per claim	
	$3,000,000 per claim	
		Deductible
Crisis Management Event Expenses	$750,000*	$10,000*
Security Breach Remediation and Notification Expenses	$750,000*	$10,000*
Computer Program and Electronic Data Restoration Expenses	$750,000*	$10,000*
Computer Fraud	$750,000*	$10,000*
Funds Transfer Fraud	$750,000*	$10,000*
E-Commerce Extortion	$750,000*	$10,000*
Business Interruption and Additional Expenses	$750,000*	$10,000*

* For each Single First Party Insured Event

Extended Reporting Period and Run Off Additional Premium Percentage: _____

Premium:_____

Deviations from Specifications

Please describe coverage deviations, restrictions, and modifications, not outlined in your answers above or provided any other information you feel is appropriate and will clarify the proposal or benefit Hidalgo County.

ADDITIONAL SPECIFICATIONS/REQUIREMENTS:

Hidalgo County is requesting to include fee proposal for "Third Party Administration Services" to be included in proposal. Third Party Administration Services and/or Claims Adjuster Fees will be reimbursed for payment through the awarded vendor submitting proposal.

Third Party Auto Damage - The agency will be paying and processing bills directly to an independent adjuster and will be reimbursed by Hidalgo County.

EXHIBIT B
SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR PROPOSAL

"PROPERTY AND CASUALTY INSURANCE"
(Including Third Party Administration Services)

RFP EVALUATION/SELECTION CRITERIA

Hidalgo County will conduct a comprehensive evaluation of all Proposals received in response to this RFP. Hidalgo County Commissioner's Court may elect to conduct evaluations or establish a Scoring/Grading Committee to perform such evaluations. Each Proposal received will be analyzed to determine overall responsiveness and qualifications under the RFP.

1. Responsiveness to Request for Proposal **15 Points**
   a. Requested information included and thoroughness of response.
   b. Understanding and acceptance of the scope of insurance coverage and services.
   c. Acceptance of the RFP and Contract requirements.
   d. Clarity and conciseness of the response.

2. Economic evaluation of the Proposed Fee Schedule **60 Points**

3. Capability to provide the services requested.
   a. Background of Proposer and support personnel, including Professional qualifications and length of time working in Proposers capacity.
   b. Relevant experience of Proposer.
   c. Specific experience with public entity clients, especially governments including problems experienced with those clients and Proposers solutions.
   d. Other resources, including total number of employees.
   e. References with contact names and telephone numbers.

   25 Points

Total Points **100 Points**

RFP EVALUATION/SELECTION CRITERIAFORM

	Selection Criteria	Points	Score
1.	Responsiveness to Request for Proposal a. Requested information included and thoroughness of response. b. Understanding and acceptance of the scope of insurance coverage and services. c. Acceptance of the RFP and Contract requirements. d. Clarity and conciseness of the response.	**0-15**	_____
2.	Economic evaluation of the Proposed Fee Schedule	**0-60**	_____
3.	Capability to provide the services requested. a. Background of Proposer and support personnel, including Professional qualifications and length of time working in Proposers capacity. b. Relevant experience of Proposer. c. Specific experience with public entity clients, especially governments including problems experienced with those clients and Proposers solutions. d. Other resources, including total number of employees. e. References with contact names and telephone numbers.	**0-25**	_____
		Total 100 Points	_____

Provider: _____

Evaluator: _____ Date: _____

Comments: _____

_____

_____

Hidalgo County
"Property and Casualty Insurance Policies"
(Including Third Party Administration Services)
Exhibits - Table of Contents (In CD)
RFP NO: 2015-101-10-07-YSS

EXHIBITS:

1. Loss Runs:
   - Auto and General Liability
   - Chubb Property
   - Ace XS Liability Loss
   - Professional Liability
2. Application For Clinics-Professional Liability Information:
   - Adult Detention Facility
   - Health and Human Services Department
   - WIC Department
   - Headstart
   - Juvenile Detention
   - Boot Camp
3. Property, Buildings, Vehicles & Heavy Equipment:
   - Heavy Equipment List
   - Hidalgo County Property
   - Hidalgo County Vehicle List
   - Emergency Equipment & Towers
4. Public Officials:
   - County Clerk Indemnity Form Applications
   - District Clerk Indemnity Form Applications
5. Underwriting Application Forms/Retained Limit Coverage Application:
   - General Liability
   - Automobile Coverage
   - Law Enforcement Exposure
   - Property, Inland Marine and Equipment
   - Supplemental Applications
6. Crime Policy Application Form
7. Difference In Conditions:
   - Corporate Kidnap And Extortion Application Form
8. Storage Tank Liability
9. Cyber Liability
10. Volunteers
11. For 2016 Budget, please go to Hidalgo County's Website @: www.co.hidalgo.tx.us

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

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. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), 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 ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. 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, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTEREST, AND ANTI-LOBBYING FOR
"PROPERTY AND CASUALTY INSURANCE"
(Including Third Party Administration Services)
RFP NO.: 2015-101-10-07-YSS

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20_____

HIDALGO COUNTY PROPERTY & CASUALTY INSURANCE

2015-2016 Coverage/Premium Summary

Type Of Coverage	Coverage Limit	SIR/Deductible	Projected Premium/Fees
Commercial Property/Boiler Machinery- Terrorism Included			
Wind/Hail Deductible Buy Back			
Differences In Conditions			
Kidnap/Extortion			
Medical Malpractice Liability			
Errors/Omissions District Clerk			
Errors/Omissions County Clerk			
Storage Tank Liability			
Automobile Liability & Physical Damage			
General Liability Employee Benefits Plan			
Law Enforcement Liability			
Public Officials & Employment Practices/ Management Liability			
Crime			
Third Party Administration			
Primary Flood			
TOTAL PREMIUM			

Acronym Glossary

AST – Above ground Storage Tank

CA – Commercial Auto

CG – Commercial General Liability

CP - Commercial Property

EBL – Employee Benefits Liability

EPL – Employment Practice Liability

EPML – Employment Practice Management Liability

ERP – Extended Reporting Period

GL - General Liability

ISO – Insurance Services Office

LEL – Law Enforcement Liability

POL – Public Official Liability

UST – Underground Storage Tank

Hidalgo County Vehicle Insurance Listing

ASSET #	DEPT	DEPARTMENT NAME	MAKE	Year	MODEL	VIN #	Last 4#	LICENSE
48344	**80**	District Attorney's Office	Toyota	2008	Tacoma P/U	3TMJU62NX8M068027	8027	17W-XN5
48345	**80**	District Attorney's Office	Toyota	2008	Tacoma P/U	3TMJU62N08M066965	6965	41V-KP5
48346	**80**	District Attorney's Office	Toyota	2008	Tacoma P/U	3TMJU62N88M067569	7569	64T-ZR5
56012	**80**	District Attorney's Office	Chevrolet	2008	Malibu	1G1ZH57B084227710	7710	DW8-R344
60085	**80**	District Attorney's Office	Ford	2013	E-150 Van	1FTNE1EW5EDA14289	4289	115-9812
65172	**80**	District Attorney's Office	Dodge	2006	Charger	2B3LA43R66H300322	0322	GLH-3288
	80	District Attorney's Office	Chevrolet	2007	Silverado 1500 P/U	2CGEC13V871121187	1187	DSP-8641
67508	**80**	District Attorney's Office	Chevrolet	2010	Silverado 1500 P/U	3GCRCREA7AG102414	2414	
63518	**110**	County Judge	Ford	2016	Expedition	1FMJU1FT4GEF06276	6276	125-8018
45538	**110**	Emergency Mgmt	Ford	2006	Crew Cab 4X4 P/U	1FTRW14W56FB17959	7959	BJ8-3282
47950	**110**	Emergency Mgmt	Pace	2008	Trailer	47XFB12178X056086	6086	
47951	**110**	Emergency Mgmt	Pace	2008	Trailer	47ZFB12128X056092	6092	
48279	**110**	Emergency Mgmt	Chevrolet	2009	Silverado 2500 P/U	1GCHK43679F108310	8310	30VTG8
48280	**110**	Emergency Mgmt	Chevrolet	2009	Tahoe	1GNFK13089R125852	5852	86Z-DX8
63652	**110**	Emergency Mgmt	Chevrolet	2015	Silverado 2500 P/U	1GC1KVEG1FF618306	8306	HJM-4472
63653	**110**	Emergency Mgmt	Chevrolet	2016	Tahoe	1GNSKFEC9GR161341	1341	GHM-1947
46950	**115**	Workers' Comp	Ford	2008	Expedition	1FMFU15548LA07791	7791	RZB-005
54292	**115**	Workers' Comp	Ford	2011	F-150 Ext. Cab P/U	1FTEX1CM2BFB05497	5497	111-8689
54293	**115**	Workers' Comp	Ford	2011	F-150 Ext. Cab P/U	1FTEX1CM4BFB05498	5498	111-8690
23661	**121**	P1 - R&B	GMC	1991	Tractor Truck	1GDM7H1P6MJ521842	1842	606-547
29358	**121**	P1	Chevrolet	1995	Silverado Ext. Cab P/U	2GCEC19H3S1246785	6785	683-858
30474	**121**	P1	Big Tex	1996	Trailer 6x10	4K8AX1018T1A11421	1421	978-767
31491	**121**	P1 - R&B	GMC	1998	Sierra P/U	1GTEC19M2WE520656	0656	885-813
31492	**121**	P1	GMC	1998	Sierra P/U	1GTEK19M8WE519725	9725	732-398
32267	**121**	P1	Ford	1993	Truck F-800	1FDXK84E4PVA26381	6381	747-144
33580	**121**	P1	GMC	1999	Water Truck	1GDM7H1C4XJ505592	5592	763-869
33774	**121**	P1 - R&B	Ford	1999	Ranger P/U	1FTYR10V3XPB72485	2485	766-369
33812	**121**	P1	Ford	1999	P/U	2FTRF18W3XCB15750	5750	768-758
34406	**121**	P1	Faln	2000	Trailer Util	432SD1623Y1000096	0096	903-1708
34537	**121**	P1	Peterbilt	2000	Dump Truck	1NPNLZ9X0YS514862	4862	780-336
35376	**121**	P1	Mack	2001	RD 6885 Roll-off Truck	1M2P267C11M059415	9415	797-015
35377	**121**	P1	Mack	2001	RD 6885 Roll-off Truck	1M2P267C81M059413	9413	796-925
35382	**121**	P1	GMC	1995	Dump Truck-Diesel	1GDM7H1J75J524161	4161	796-723
45818	**121**	P1 - Parks	Ford	2001	F-150 P/U	1FTRX18L71NB01001	1001	802-339
37103	**121**	P1	Eager	2001	Trailer FB	112SAZ4461L056745	6745	998-107
37296	**121**	P1 - R&B	Ford	1996	F-150 P/U	1FDLF47F6TEA32287	2287	817-916
37301	**121**	P1	Ford	2002	F-150 P/U	1FTRX17W22NA27936	7936	817-909
37304	**121**	P1 - R&B	Ford	2002	F-150 P/U	1FTRF18L12KA80913	0913	819-220
37380	**121**	P1 - R&B	Ford	2002	F-150 P/U	1FTRF18L32KA80914	0914	819-547
37381	**121**	P1	Ford	2002	Ranger P/U	1FTYR10U32PA39967	9967	828-606
37444	**121**	P1 - Sanitation	Mack	2002	RD 6885 Roll-off Truck	1M2P267C72M063941	3941	818-685
37445	**121**	P1 - Sanitation	Mack	2002	RD 6885 Roll-off Truck	1M2P267C52M063940	3940	818-684
37471	**121**	P1 - R&B	Freightliner	2002	FLD 120 Truck	1FUJALAV32LJ52216	2216	996-466
37776	**121**	P1	Unk	2001	4'x8' Trailer	4YMUKD813XH006554	6554	
37815	**121**	P1	Ford	2002	Ranger P/U	1FTYR14U82PA67869	7869	828-605
38028	**121**	P1	Ford	2002	Ranger P/U	1FTYR10U830B08328	8328	829-103
38040	**121**	P1	Ford	2002	Ranger P/U	1FTYR10UX2PB08329	8329	829-102
38043	**121**	P1	Ford	2002	F-150 P/U	1FTRF18LB2NB24922	4922	829-105
38240	**121**	P1	GMC	2002	C 8500	1GDP7H1CXJ509958	9958	892-003
38520	**121**	P1 - R&B	Ford	2003	F-150 Ext. Cab P/U	1FTRK18L13NA12169	2169	839-872
41266	**121**	P1 - R&B	Ford	2003	F-150 P/U	2FTRX18WX3CB11718	1718	860-678
41342	**121**	P1	Diamond J	2003	16' Utility Trailer	1A1DJ16003A007011	7011	906-753
42989	**121**	P1 - Parks	Ford	2005	F-150 P/U	1FTPW14595KC32195	2195	885-481
43121	**121**	P1	Peterbilt	2005	P843630 Truck	2NPNLZ9XX5M843630	3630	881-336
43413	**121**	P1 - R&B	Peterbilt	2005	335 Truck	2NPLLZ9X15M871257	1257	204-874
43947	**121**	P1	Eager	2001	Trailer FB	112HZN311L057059	7059	997-333

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44158	**121**	P1	GMC	1994	Tractor Truck	4V1WDBRFXRN672649	2649	201-179
44444	**121**	P1	Rockwell	1989	M35A2 Diesel Truck	0125-36010	6010	106-2207
44458	**121**	P1 - R&B	Ford	2006	F-250 P/U	1FDSX21P66EB50388	0388	209-631
44551	**121**	P1 - R&B	Peterbilt	2005	335 Truck	2NPLLZ9X35M871258	1258	204-875
45275	**121**	P1 - R&B	Ford	2006	F-150 P/U	1FTVX14556NA90643	0643	211-562
45328	**121**	P1	Ford	2006	Crew Cab 4X4 P/U	1FTRW14W96FA97439	7439	218-096
45333	**121**	P1	Ford	2006	F-150 P/U	1FTRW14W86KD04233	4233	216-928
45334	**121**	P1 - Sanitation	Ford	2006	F-150 XLT 4X4 P/U	1FTRW14W16KD04235	4235	221-166
45335	**121**	P1 - R&B	Ford	2006	F-250 XL 4X4 P/U	1FTSW21586EC32130	2130	211-163
45336	**121**	P1	Ford	2006	F-250 XL 4X4 P/U	1FTSW21506EC27613	7613	221-164
45535	**121**	P1	Ford	2006	Crew Cab 4X4 P/U	1FTRW14W36FB17958	7958	224-761
45572	**121**	P1	Big Tex	2006	Utility Trailer	16VHX202462624039	4039	918-198
45810	**121**	P1 - R&B	International / D	1998	Truck w/ DuraPatcher	1HTSCABN9WH537588	7588	206-369
45811	**121**	P1 - R&B	Ford	2002	F-150 Super Cab 4X4 P/U	1FTRW08L22KA53780	3780	818-678
45846	**121**	P1	Ford	2002	F-150 Super Cab P/U	1FTRX18L82NB24921	4921	829-104
46433	**121**	P1	Ford	2007	Ranger P/U	1FTYR14U87PA48410	8410	237-464
46434	**121**	P1	Ford	2007	F-150 Crew Cab P/U	1FTPW12V57KB45433	5433	237-811
46435	**121**	P1	Faln	2006	HCH18 Trailer	V32HCH18961014552	4552	921-280
46505	**121**	P1 - R&B	Peterbilt	2008	340 Water Truck	2NPRHN8X28M753390	3390	101-9892
46506	**121**	P1 - R&B	Peterbilt	2008	340 Water Truck	2NPRHN8X48M753391	3391	101-9893
46507	**121**	P1 - R&B	Peterbilt	2007	340 Truck	2NPRLZ9X07M630772	0772	101-9897
46522	**121**	P1 - Sanitation	Mack	2007	CTP713 Roll-off Truck	1MZAT04C37M004025	4025	101-9790
46785	**121**	P1	Freightliner	2003	FL-70	1FVABTAK93HL64864	4864	101-9898
46927	**121**	P1	Ford	2008	F-350 XL Super Duty P/U	1FDWF36R78EC66464	6464	103-3769
47025	**121**	P1 - R&B	A.T.	2005	16' Utility Trailer	17YBP16265B030659	0659	900-3521
47572	**121**	P1	Ford	2008	F-150 P/U	1FTRX12W98FA65108	5108	103-3735
47574	**121**	P1 - R&B	Ford	2008	Ranger XL P/U	1FTYR14U28PA53426	3426	103-3749
47614	**121**	P1 - R&B	Ford	2003	F-150 XL P/U	2FTRX17W63CB11717	1717	860-677
47616	**121**	P1 - Sanitation	Ford	2006	F-150 P/U	1FTRW14WX6KD04234	4234	216-927
47954	**121**	P1 - R&B	Wells Cargo	2008	Express Wagon	1WC200N2882062133	2133	900-3627
48203	**121**	P1	Falcon	2004	Trailer	432HD202841009847	9847	900-3631
48768	**121**	P1	Ford	2009	F-150 P/U	1FTRW14809FA35532	5532	103-4161
48916	**121**	P1	Peterbilt	2008	340 Truck	2NPRLN9X68M759352	9352	103-4167
48924	**121**	P1	Ford	2008	Trailer	1S9K421278C381629	1629	900-3640
48984	**121**	P1	Maxey	2009	V Trailer	5R8U816229M012447	2447	900-3641
49429	**121**	P1	Maxey	2009	V-Trailer	5R8U816249M013003	3003	
53645	**121**	P1 - Sanitation	Freightliner	2004	FL-70 Grapple Truck	1FVABTAK54HM31395	1395	111-8644
59393	**121**	P1	Caterpillar	2014	Dump Truck	3HTJGTKR7EN796647	6647	115-3516
59400	**121**	P1 - Sanitation	Ford	2013	F-150 Crew Cab P/U	1FTFW1EF5DKF54317	4317	115-9733
59401	**121**	P1 - Sanitation	Ford	2013	F-150 Crew Cab P/U	1FTFW1EF3DK54316	4316	115-9732
59402	**121**	P1 - Sanitation	Ford	2013	F-150 Crew Cab P/U	1FTFW1EF7DKF54318	4318	115-9734
59403	**121**	P1 - Sanitation	Ford	2013	F-150 Crew Cab P/U	1FTFW1EF1DKF54315	4315	119-9731
60012	**121**	P1	Ford	2013	F-150 P/U	1FTFX1CFXDFE08519	8519	115-3521
60013	**121**	P1	Ford	2013	F-150 P/U	1FTFX1CF6DFE08520	8520	115-3520
60264	**121**	P1	C & M Trailer	2014	Trailer	5VNBU1620ET118593	8593	900-6837
60265	**121**	P1	C&M	2013	Trailer	5VNBU162XET119315	9315	
60512	**121**	P1	Caterpillar	2014	Roll-off Truck	1HTJGTKT1EJ498349	8349	115-3524
60513	**121**	P1	Caterpillar	2014	Roll-off Truck	3HTJGTKT8EN765404	5404	115-3523
60626	**121**	P1 - R&B	Caterpillar	2014	CT660 Dump Truck	3HTJGTKR3EN034125	4125	166-6281
60627	**121**	P1 - R&B	Caterpillar	2014	CT660 Dump Truck	3HTJGTKR5EN034126	4126	116-6280
60877	**121**	P1	Caterpillar	2014	CT 660S SBA 6x4 Roll-off Truck	1HTJGTKT3EJ498353	8353	
	121	P1	Carry-on	2005	5'x8' Trailer	4YMUL08115T022453	2453	900-3622
61316	**121**	P1	Caterpillar	2015	CT660 Dump Truck	3HTJGTKR3FN645936	5936	
62984	**121**	P1	Peterbilt	2015	348 Truck	2NP3LJ9X0FM292151	2151	117-7946
64385	**121**	P1	Peterbilt	2015	348 Truck	2NP3LJ9X9FM292150	2150	
63251	**121**	P1	Ford	2015	F-250 P/U	1FT7X2B66FED44046	4046	

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63252	**121**	P1	Ford	2015	F-250 P/U	1FT7W2A65FED44043	4043	
63253	**121**	P1	Ford	2015	F-250 P/U	1FT7W2A67FED44044	4044	
63254	**121**	P1	Ford	2015	F-350 Super Duty P/U	1FDRE3G61FED44042	4042	
63266	**121**	P1	Peterbilt	2016	348 Truck	2NP3HJ8X2GM325459	5459	
63267	**121**	P1	HINO	2015	268 Truck	5PVNE8JV7F4S53916	3916	
63268	**121**	P1	HINO	2015	268 Truck	5PVNE8JV6F4S53924	3924	
64285	**121**	P1	Peterbilt	2016	348 Tank Truck	2NP3HJ7X7GM325460	5460	
67824	**121**	P1 - Sanitation	Caterpillar	2016	CT660 Truck w/ Debris Grapple	3HTJGTKT1HN466664	6664	115-3516
67825	**121**	P1 - Sanitation	Caterpillar	2016	CT660 Truck w/ Debris Grapple	3HTJGTKT3HN466665	6665	115-3516
68079	**121**	P1	Cross	2016	83" x 16ft Utility Trailer	4C9C1UF23GG380665	0665	
22526	**122**	P2	Shopmade	1984	Trailer Axle	TR169679	9679	959-503
25649	**122**	P2	GMC	1993	Water Truck	4V2JCBBE5PR819380	9380	626-968
26202	**122**	P2	Camco	1993	Trailer 16'	TRCMT627	T627	967-112
30703	**122**	P2	GMC	1997	Sierra P/U	1GTEC14M3VZ527940	7940	717-546
30704	**122**	P2	GMC	1997	Sierra P/U	1GTEC14MXVZ527952	7952	717-545
31178	**122**	P2	GMC	1997	Sierra P/U	1GTGC24F8VZ549769	9769	729-377
31586	**122**	P2	GMC	1998	Sierra P/U	1GTEC14M5WZ522496	2496	733-399
31892	**122**	P2	International	1992	Deisel	1HSSDNSNXH417810	7810	982-908
32388	**122**	P2 CWS	Chevrolet	1998	Extended Cab P/U	1GCEC19MXWE232271	2271	748-416
32787	**122**	P2	Peterbilt	1999	Water Truck	3BPNLD9X2XF465248	5248	752-065
34595	**122**	P2	Freightliner	2000	FL-112	1FUYTWEB4YHF34571	4571	990-092
34596	**122**	P2	Freightliner	2000	FL-112	1FUYTWEB2YHF34570	4570	990-093
34597	**122**	P2	Freightliner	2000	FL-112	1FUYTWEBXYHF34574	4574	990-101
34805	**122**	P2 - Health	Ford	2000	F-150 P/U	1FTRX18L3YKA78764	8764	113-2163
36363	**122**	P2 - Landfill	Mack	2001	RD 6885 Roll-off Truck	1M2P267C11M058393	8393	203-019
36375	**122**	P2	Ford	2001	F-150 Super Cab P/U	1FTRX17L11NB03909	3909	806-597
36778	**122**	P2	Pro-Tain	2001	Recycle Trailer	P9RB171X1A371206	1206	
36779	**122**	P2	Pro-Tain	2001	Recycle Trailer	P9RB1781A371205	1205	
37244	**122**	P2	Ford	2002	F-250 Crew Cab P/U	1FTNW20L32EA81866	1866	818-680
37245	**122**	P2	Ford	2002	F-250 Diesel P/U	1FTNF20F22EA81867	1867	818-907
37246	**122**	P2	Ford	2002	F-150 Super Cab P/U	1FTRX17W12NA33985	3985	818-679
37365	**122**	P2 - Landfill	Mack	2002	RD 6885 Roll-off Truck	1M2P267C52M062366	2366	819-222
37692	**122**	P2	Ford	2002	F-650 Diesel	3FDPF75582MA10006	0006	822-148
37777	**122**	P2 - Parks	Ford	2002	F-250 Crew Cab P/U	1FTNW20112EA81865	1865	818-905
41270	**122**	P2 - Landfill	Big Tex	2004	Trailer	16VPX182342E03641	3641	914-252
42289	**122**	P2	Ford	2004	F-250 Super Cab P/U	1FTNX20P54EC24514	4514	870-171
42291	**122**	P2	Spider	2003	Dump Trailer	3C9BS40283G039327	9327	906-481
42292	**122**	P2	Spider	2003	Dump Trailer	3C9BS40283G039330	9330	906-480
42293	**122**	P2	Spider	2003	Dump Trailer	3C9BS402X3G039331	9331	906-482
42321	**122**	P2	Mack	2004	CV713 Roll-off Truck	1M2AG11C74M011540	1540	869-346
42450	**122**	P2	Ford	2004	F-350 P/U	1FDWF36P64EC65492	5492	882-418
42456	**122**	P2	Ford	2004	F-750	3FRPF75E64V698141	8141	878-345
42458	**122**	P2	Ford	2004	F-750	3FRPF75E44V698140	8140	878-346
42459	**122**	P2	Ford	2004	F-750	3FRPF75E84V698139	8139	
43122	**122**	P2	Peterbilt	2005	P843631 Truck	2NPNLZ9X15M843631	3631	881-337
44095	**122**	P2 - R&B	Peterbilt	2005	Dump Truck	JHBNE8JT551SA0651	0651	883-813
44209	**122**	P2	Peterbilt	2006	335 Truck w/Roller	2NPLLZOX46M884566	4566	203-039
45537	**122**	P2	Ford	2006	Crew Cab 4X4 P/U	1FTRW14W16FB17960	7960	224-762
46393	**122**	P2	Ford	2006	F-550 P/U	1FDAF56P36ED19744	9744	234-519
46429	**122**	P2 - R&B	GMC	2006	TC8C042 Truck	1GDM8C1316F413910	3910	236-652
46645	**122**	P2 - R&B	Ford	2007	F-150 P/U	1FTRF12W47KC19751	9751	240-710
46904	**122**	P2	Ford	2008	F-550 P/U	1FDAF56R28EC53238	3238	102-5273
46916	**122**	P2	Lowboy	2007	Gooseneck Trailer	1JKSGN7027P009018	9018	
47036	**122**	P2 - R&B	Ford	2008	F-250 P/U	1FTSW20R78EB43687	3687	101-9818
47503	**122**	P2	Peterbilt	2008	340 Truck	2NPRLN9X28M767433	7433	102-5267
47504	**122**	P2	Peterbilt	2008	340 Truck	2NPRLN9X68M767435	7435	102-5265

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47505	**122**	P2	Peterbilt	2008	340 Truck	2NPRLN9X88M767436	7436	102-5266
47538	**122**	P2	Ford	2007	P/U	1FTRF14W17KB81568	1568	102-5274
48175	**122**	P2	Peterbilt	2009	340 Truck	2NPRLN9XX9M780772	0772	106-1926
48554	**122**	P2	HINO	2007	MODEL 268-07	5PVNE8JT372S51799	1799	106-1964
48772	**122**	P2	Chevrolet	2009	CC10543 Truck	3GCEC13039G161403	1403	106-2034
48773	**122**	P2	Chevrolet	2009	Truck CC10543	3GCEC13009G162153	2153	106-2035
49373	**122**	P2	Eager	2009	60GSL/3 Beaver	112SD34819L074475	4475	902-2699
49374	**122**	P2	Peterbilt	2009	Model 367 & assesor	1XPTDBEX89D783222	3222	902-2688
51117	**122**	P2	Big Tex	2010	Utility Trailer	16VPX2024A2357845	7845	903-1715
54530	**122**	P2	Chevrolet	2012	Silverado P/U	1GCRCPEA0CZ230601	0601	112-1144
54531	**122**	P2	Chevrolet	2012	Silverado P/U	1GCRCPEA4CZ226275	6275	112-1145
54532	**122**	P2	Chevrolet	2012	Silverado P/U	1GCRCPEA2CZ227098	7098	112-1146
54533	**122**	P2	Chevrolet	2012	Silverado P/U	3GCPCREA9CG168389	8389	112-1131
54534	**122**	P2	Chevrolet	2012	Silverado Crew Cab P/U	3GCPCREA1CG170945	0945	112-1133
54876	**122**	P2	Hino	2011	258LP-11 Hino Truck	5PVNE8JP7B4S50235	0235	112-1134
54882	**122**	P2	Ameritrail	2012	Utility Trailer	17YBP1627CB048472	8472	901-7336
59833	**122**	P2	Caterpillar	2014	Dump Truck	3HTJGTKR2EN015985	5985	
59834	**122**	P2	Caterpillar	2014	Dump Truck	3HTJGTKR4EN015986	5986	
60238	**122**	P2	Caterpillar	2014	Chassis Truck CT660	3HTJGTKR9EN034128	4128	
60239	**122**	P2	Caterpillar	2014	Chassis Truck CT660	3HTJGTKR9EN034131	4131	
62568	**122**	P2	Caterpillar	2014	CT660 Dump Truck	3HTJGTKR0EN034132	4132	
63733	**122**	P2	Chevrolet	2015	Silverado 3500 HD P/U	1GC3KYC86FZ539248	9248	
63734	**122**	P2	Chevrolet	2015	Silverado 1500 P/U	3GCPCPEC8FG370926	0926	
63735	**122**	P2	Chevrolet	2015	Silverado 1500 P/U	3GCPCPECXFG370944	0944	
63736	**122**	P2	Chevrolet	2015	Silverado 4WD P/U	3GCUKPEC9FG370200	0200	
66039	**122**	P2	Caterpillar	2014	Chassis Truck CT660	3HTJGTKT2EN016551	6551	
	122	P2 - R&B	Ameritrail	2006	WT95-24FMR Trailer	17YBP09126B031502	1502	
69532	**122**	P2	Freightliner	2002	FL-70 Asphalt Distributor Truck	1FVABTBVX2HH31667	1667	
27363	**123**	P3 - Parks	Unk	1994	5'x10' Trailer			
30713	**123**	P3 - R&B	Tandy		16' Utility Trailer	TBAD16R65148	5148	
31132	**123**	P3 - R&B	Ford	1997	F-150 P/U	1FTDF1722VND41262	1262	727-288
32633	**123**	P3	Peterbilt	1998	Dump Truck	3BPNLD9X5WF464612	4612	102-4192
32634	**123**	P3	Peterbilt	1998	Dump Truck	3BPNLD9X1WF464610	4610	858-837
33457	**123**	P3 - Parks	Chevrolet	1999	Extended Cab P/U	1GCEC19V5XE178582	8582	107-8331
35162	**123**	P3 - Landfill	International	1991	Water Truck	1HTSD24PXMH351498	1498	793-987
36543	**123**	P3	Minn Tex	2001	Trailer 16'	5FLRS16201B201201	1201	994-244
36593	**123**	P3 - R&B	Dodge	2001	1500 Ram P/U	3B7HF13Z11G766592	6592	224-138
37200	**123**	P3	Ford	2010	F-150 P/U	1FTEX1C85AKE03289	3289	109-7133
37201	**123**	P3	Ford	2010	F-150 P/U	1FTEX1C81AKE03290	3290	109-7134
37252	**123**	P3 - R&B	Sterling	2002	LT 7501 Patcher	1FZAASBS52AJ80212	0212	818-906
37366	**123**	P3 - R&B	Freightliner	2002	Dump Truck	1FVHBXBS72HJ89646	9646	820-115
37452	**123**	P3 - R&B	International	2002	Truck Ser 4700	1HTSCAAN22H527206	7206	820-842
37745	**123**	P3 - Drainage	Witzco	2002	RN 40 Trailer	1W8B21G2025000143	0143	998-773
37890	**123**	P3	G&H		Tilt Trail/Frm/Rail	01115407	5407	
37891	**123**	P3 - Landfill	Mack	2002	RD 6885 Roll-off Truck	1M2P267C32M062365	2365	896-648
37956	**123**	P3 - R&B	Dusek	2002	5' x 10' Trailer (Green)	2099	2099	
37958	**123**	P3 - R&B	Peterbilt	2002	Dump Truck	2NPNLD9X22M584887	4887	109-7245
37959	**123**	P3 - R&B	Peterbilt	2002	Dump Truck	2NPNLD9X02M584886	4886	827-224
38326	**123**	P3	Ford	2002	F-150 Crew Cab P/U	1FTRW07L22KE23966	3966	837-137
38327	**123**	P3	Ford	2002	F-150 Crew Cab P/U	1FTRW07L42KE23967	3967	837-140
38600	**123**	P3 - R&B	Ford	2002	F-350 P/U	1FDSF34L22ED68775	8775	839-876
38842	**123**	P3 - R&B	Ford	1998	F-150 P/U	1FTRX17LOWNB92671	2671	841-256
40743	**123**	P3 - R&B	Ford	2001	F-150 P/U	1FTRW07L41KC26330	6330	815-565
40744	**123**	P3 - R&B	Ford	2001	F-150 P/U	1FTRW08L81KC26331	6331	815-566
40745	**123**	P3 - R&B	Ford	2002	F-250 P/U	1FTNX20L32EA36990	6990	817-226
40746	**123**	P3 - R&B	Ford	2001	F-250 P/U	1FTNX20L72EA36989	6989	816-817

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40747	**123**	P3 - R&B	Ford	2002	F-250 P/U	1FTNX20L52EA36988	6988	816-818
40968	**123**	P3	International	1996	Brush Truck	1HTSDAAL1TH385931	5931	854-728
41066	**123**	P3 - Landfill	Ford	2005	F-150 P/U	1FTRF12235NB49541	9541	201-183
41095	**123**	P3 - R&B	Freightliner	2000	Water Truck	1FV3HFAC4YHG11574	1574	856-345
41332	**123**	P3 - Landfill	G&H	2003	Pup Trailer (Roll-off Trailer)	1G9PT33233A116009	6009	905-683
41818	**123**	P3	Tandy		5'x10' Flatbed Trail	143T023202	3202	
41819	**123**	P3	Tandy	2003	5'x10' Flatbed Trail	163T023203	3203	
42096	**123**	P3	Tandy	2003	5'x10' Flatbed Trail	123T023201	3201	
42111	**123**	P3 - R&B	Peterbilt	2004	Dump Truck	2NPNLZ9X34M831446	1446	866-032
42112	**123**	P3 - R&B	Peterbilt	2004	Dump Truck	2NPNLZ9X14M831445	1445	102-4190
42113	**123**	P3 - R&B	Peterbilt	2004	Dump Truck	2NPNLZ9XX4M831444	1444	866-033
42114	**123**	P3 - R&B	Ford	2004	F-150 P/U	2FTRF17274CA35930	5930	865-505
42115	**123**	P3 - R&B	Ford	2004	F-150 P/U	2FTRF17294CA35931	5931	865-507
42274	**123**	P3 - R&B	Ford	2005	F-150 P/U	1FTRF12235NB67036	7036	897-884
42335	**123**	P3 - Landfill	Mack	2004	CV713 Roll-off Truck	1M2AG11C94MD11541	1541	874-180
43572	**123**	P3 - Parks	Ford	2005	F-150 P/U	1FTRF12255NB70715	0715	897-883
43578	**123**	P3 - R&B	Freightliner	1999	Patching Truck	1FV67AA8XHB14217	4217	899-559
44325	**123**	P3 - Landfill	Mack	2006	CV713 Roll-off Truck	1M2AG11C26M033951	3951	203-905
44335	**123**	P3 - R&B	Peterbilt	2006	Paving Oil Truck	2NPLHZ8X26M630666	0666	204-746
44360	**123**	P3 - R&B	Ford	2006	F-150 P/U	1FTRF12256NA18659	8659	210-032
44441	**123**	P3 - Parks	Ford	2004	F-150 XL	2FTRF17214CA69488	9488	879-512
44443	**123**	P3 - Parks	Ford	2004	F-150 XL	2FTRF172X4CA69490	9490	879-513
45313	**123**	P3 - R&B	Ford	2001	F-250 P/U	1FTNF20L81EC20596	0596	227-196
45342	**123**	P3 - R&B	Ford	2006	Expedition	1FMPU15506LA65625	5625	218-670
45542	**123**	P3 - R&B	Ford	2006	F-150 Crew Cab P/U	1FTRW12W06FB14177	4177	221-412
45558	**123**	P3 - R&B	GMC	2006	C5500 Tire Truck	1GDE5E1206F420329	0329	221-411
45573	**123**	P3 - R&B	Ford	2006	Expedition	1FMPU16556LA79017	9017	223-594
45776	**123**	P3 - R&B	Ford	2007	F-150 P/U	1FTRF12227KA70009	0009	231-125
45777	**123**	P3 - R&B	Ford	2007	F-150 P/U	1FTRF12207KA70011	0011	231-128
45778	**123**	P3 - Drainage	Ford	2007	F-150 P/U	1FTRF12227KA70012	0012	231-126
45779	**123**	P3 - R&B	Ford	2007	F-150 P/U	1FTRF12297KA70010	0010	231-127
46436	**123**	P3 - Parks	Ford	2007	F-150 P/U	1FTRF122X7NA14737	4737	239-242
47015	**123**	P3	Gooseneck	2007	ETLT Trailer	5J2GS25217E004713	4713	900-1413
47262	**123**	P3	Tanden	2007	Traler w/electric bks	109FS08237UO21017	1017	
47501	**123**	P3 - R&B	Peterbilt	2008	Dump Truck	2NPRLN9X08M767432	7432	102-5258
47502	**123**	P3 - R&B	Peterbilt	2008	Dump Truck	2NPRLN9X48M767434	7434	102-5263
47865	**123**	P3 - Landfill	Peterbilt	2007	Roll-off Truck	2NPRLZ0XX7N731783	1783	102-0231
48169	**123**	P3 - R&B	Ford	2008	F-150 P/U	1FTRF12298KD79557	9557	103-8703
48170	**123**	P3 - R&B	Ford	2008	F-150 P/U	1FTRF12208KD79558	9558	103-8704
48171	**123**	P3 - Landfill	Ford	2008	F-150 Crew Cab P/U	1FTRW12W48FC02894	2894	103-8716
48172	**123**	P3 - Drainage	Ford	2008	F-150 P/U	1FTRW12W28FC02893	2893	125-8148
48426	**123**	P3 - R&B	Peterbilt	2009	Water Truck	2NPRLN9XX9M788239	8239	106-1960
48509	**123**	P3 - R&B	Chevrolet	2008	Silverado P/U	1GCHK29K18E210909	0909	106-1927
48748	**123**	P3 - R&B	Ford	2009	F-350 P/U	1FDWF365X9EA41003	1003	106-2102
48749	**123**	P3 - Drainage	Ford	2009	F-550 P/U	1FDAX56R69EA42607	2607	106-2103
48750	**123**	P3 - R&B	Ford	2009	F-150 P/U	1FTPW14V39FA84253	4253	106-2066
48874	**123**	P3 - Landfill	Ford	2009	F-550 P/U	1FDAW56R69EA47650	7650	106-2104
48911	**123**	P3 - Landfill	Peterbilt	2008	Roll-off Truck	2NPRLNOX68M750115	0115	106-2049
48912	**123**	P3 - Landfill	Peterbilt	2008	Roll-off Truck	2NPRLNOXX8M750120	0120	106-2050
48913	**123**	P3 - Landfill	Peterbilt	2010	Dump Truck	2NPRLN9X5AM793918	3918	106-2061
48914	**123**	P3 - Landfill	Peterbilt	2010	340 Truck	2NPRLN9X3AM793917	3917	106-2064
48915	**123**	P3 - Landfill	Peterbilt	2010	Water Truck	2NPRLN9X7AM793919	3919	106-2065
49017	**123**	P3 - Drainage	Chevrolet	2009	Silverado 4WD P/U	3GCEK23M69G206698	6698	106-2067
49018	**123**	P3 - Parks	Chevrolet	2009	Silverado 4WD P/U	3GCEK23M49G206893	6893	106-2069
49019	**123**	P3	Chevrolet	2009	Silverado 4WD P/U	3GCEK23M39G203838	3838	106-2068
49062	**123**	P3 - Drainage	Peterbilt	2010	Tractor Truck	1XPVD09X4AD797680	7680	902-2683

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49063	**123**	P3 - Drainage	Peterbilt	2010	Tractor Truck	1XPVD09X6AD797681	7681	902-2684
49064	**123**	P3 - Drainage	Peterbilt	2010	Tractor Truck	1XPVD09X8AD797679	7679	902-2682
49065	**123**	P3 - Drainage	Trail King	2009	TKB022 Dump Truck	1TKSC36249W059341	9341	902-2693
49066	**123**	P3 - Drainage	Trail King	2009	TKB022 Dump Truck	1TKSC36249W059342	9342	902-2692
49067	**123**	P3 - Drainage	Trail King	2009	TKB022 Dump Truck	1TKSC36249W059343	9343	902-2694
49360	**123**	P3 - Drainage	Eagle	2009	Vacuum Tanker	5AGEV422X95594701	4701	902-2685
49361	**123**	P3 - Drainage	Eagle	2009	Vacuum Tanker	5AGEV422195594702	4702	902-2687
49362	**123**	P3 - Drainage	Eagle	2009	Vacuum Tanker	5AGEV422395594703	4703	902-2686
50819	**123**	P3 - Drainage	Chevrolet	2010	Z-71 4x4 P/U	3GCRKSE31AG176228	6228	106-2243
51118	**123**	P3 - Drainage	Cargo Mate	2010	Utility Trailer	5NHULE426AY062150	2150	903-1713
52914	**123**	P3 - Drainage		2011	Trailer & Pressure Washer	5VNBU2023BT089102	9102	
53381	**123**	P3	Ford	2011	F-150 P/U	1FTEX1CMXBKD49745	9745	109-7374
53382	**123**	P3	Ford	2011	F-150 P/U	1FTEX1CM4BFB25282	5282	118-630
53383	**123**	P3	Ford	2011	F-150 P/U	1FTFW1CF9BKD79909	9909	111-8661
63725	**123**	P3	Ford	2015	F-150 Ext. Cab P/U	1FTEX1C84FKD62063	2063	
63726	**123**	P3	Ford	2015	F-150 Ext. Cab P/U	1FTEX1C80FKD62061	2061	
63727	**123**	P3	Ford	2015	F-150 Ext. Cab P/U	1FTEX1C86FKD62064	2064	
63728	**123**	P3	Ford	2015	F-150 Ext. Cab P/U	1FTEX1C89FKD62060	2060	
63729	**123**	P3	Ford	2015	F-150 Ext. Cab P/U	1FTEX1C82FKD62062	2062	
ME003001	**123**	P3	Home Made	2004	Trailer 600LB	ME003001	3001	
ME003002	**123**	P3	Home Made	2004	Trailer 600LB	ME003002	3002	
	123	P3	Whiteman	2003	Flatbed with Pump	4GNFU10132B006840	6840	
68027	**123**	P3 - Landfill	Big Tex	2009	Dump Trailer	16VDX182382627014	7014	902-2691
19152	**124**	P4	Hobbs	1987	Trailer Dump Box	TR203424	3424	903-3697
26292	**124**	P4	GMC	1993	1500 Sierra P/U	1GTDC14H1PZ536153	6153	866-997
30266	**124**	P4	Ford	1996	F-250 4X4 P/U	1FTHX26F3TEB48298	8298	860-244
33757	**124**	P4	Top Hat	1999	Utility Trailer	4R7FS1016XT021806	1806	900-1405
33759	**124**	P4	Peterbilt	1996	Truck	1XPCD99X4TD418143	8143	902-2667
34309	**124**	P4	GMC	1995	Sierra P/U	1GTEC14ZXSZ506705	6705	776-535
34858	**124**	P4	Ford	1996	F-250 4X4 P/U	2FHF26F0TCA59040	9040	855-864
36230	**124**	P4	Top Hat	2000	Utility Trailer	4F7FS162XYT028906	8906	993-269
36379	**124**	P4	Chevrolet	1998	S-10 P/U	1GCCS1444WK152662	2662	803-544
36465	**124**	P4	Freightliner	2001	FL-70 Water Truck	1FVABSCTX1HJ99324	9324	115-9851
36467	**124**	P4	Freightliner	2001	FL-70 Dump Truck	1FVABSCT81HJ99323	9323	866-996
36936	**124**	P4	International	1996	9200 Truck	2HSFMAHR4TC046376	6376	816-079
37254	**124**	P4	Ford	2001	F-150 P/U	1FTRF17W41NB98186	8186	817-910
37255	**124**	P4	Ford	2001	F-150 P/U	1FTRF17W21NB98185	8185	817-908
37256	**124**	P4	Ford	2001	F-150 P/U	1FTRF17W91NB98183	8183	817-912
37257	**124**	P4	Ford	2001	F-150 P/U	1FTRF17W01NB98184	8184	817-913
37760	**124**	P4	Peterbilt	2002	Dump Truck	2NPNLD9X52M577223	7223	821-898
37762	**124**	P4	International	2002	Dump Truck	1HTSCABLX2H539214	9214	823-620
37763	**124**	P4	International	2002	Dump Truck	1HTSCABL12H539215	9215	106-1966
38431	**124**	P4	Ford	2002	F-150 4X4 P/U	1FTRW08LX2KE23969	3969	838-248
41086	**124**	P4	Mack	2005	CV713 Roll-off Truck	1M2AG11C55M033019	3019	896-665
41167	**124**	P4	Mack	2005	CV713 Roll-off Truck	1M2AG11C65M022403	2403	106-2046
41387	**124**	P4	Ford	2004	F-150 4X4 P/U	1FTPW14504KA50870	0870	860-966
43045	**124**	P4	Top Hat	2004	Utility Trailer	4R7BU10114T051591	1591	900-6681
43421	**124**	P4	Ameri Trailer	2005	Utility Trailer	17YBP162X5B029448	9448	912-416
45329	**124**	P4	Ford	2006	Crew Cab 4X4 P/U	1FTRW14W56FA97437	7437	218-095
46900	**124**	P4	Big Tex	2006	Utility Trailer	16VNX162562C36065	6065	900-6694
46901	**124**	P4	Big Tex	2007	Utility Trailer	16VNX162372C59829	9829	900-6693
46902	**124**	P4	Big Tex	2007	Utility Trailer	16VNX162072C59822	9822	900-6669
46903	**124**	P4	Big Tex	2007	Utility Trailer	16VNX162172C59828	9828	900-6677
46923	**124**	P4	Ford	2007	F-150 P/U	1FTRF12WX7KD11124	1124	101-9792
46924	**124**	P4	Ford	2007	F-150 P/U	1FTRF12W57KD11127	1127	101-9791
46925	**124**	P4	Ford	2007	F-150 P/U	1FTRF12W37KD11126	1126	101-9797

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46926	**124**	P4	Ford	2007	F-150 P/U	1FTRF12W77KD11128	1128	101-9796
47124	**124**	P4	Ford	2007	F-150 P/U	1FTRF12W87KD41867	1867	102-0221
47125	**124**	P4	Ford	2007	F-150 P/U	1FTRF12WX7KD41868	1868	102-0222
47137	**124**	P4	Peterbilt	2007	340 Roll-off Truck	2NPRLZ0X17M731784	1784	102-0203
47333	**124**	P4	HINO	2007	Dump Truck	5PVNE8JT372S51740	1740	102-0276
47641	**124**	P4	Peterbilt	2009	340 Water Truck	2NPRLN9X19M772494	2494	102-5293
47642	**124**	P4	Peterbilt	2009	340 Water Truck	2NPRLN9XX9M772493	2493	102-5292
47643	**124**	P4	Peterbilt	2009	340 Water Truck	2NPRLN9X39M772495	2495	102-5294
47645	**124**	P4	Peterbilt	2009	340 Water Truck	2NPRLN9X69M772491	2491	102-5308
47646	**124**	P4	Peterbilt	2009	340 Water Truck	2NPRLN9X59M772496	2496	102-5307
47647	**124**	P4	HINO	2007	Dump Truck	5PVNE8JT672S51649	1649	102-5279
47688	**124**	P4	Ford	2004	F-150 Ext. Cab P/U	2FTRX17W84CA32308	2308	866-081
47869	**124**	P4	Ford	2004	F-150 P/U	2FTRF17224CA60671	0671	119-8179
47870	**124**	P4	Ford	2004	F-150 P/U	2FTRF17244CA60669	0669	870-502
47871	**124**	P4	Ford	2001	F-150 Ext. Cab P/U	1FTRX17WX1NB98190	8190	816-238
47969	**124**	P4	International / D	1994	Truck with DuraPatcher 4900	1HTSDAAN7RH583987	3987	781-802
47973	**124**	P4	Peterbilt	2002	Dump Truck	2NPNLD9X32M577222	7222	821-899
47982	**124**	P4	Home Made	1999	16' Utility Trailer	TR184113	4113	903-1725
48329	**124**	P4	Ford	2008	F-550 XL P/U	1FDAF56R48EE57636	7636	106-1965
48751	**124**	P4	Chevrolet	2009	Silverado 4WD P/U	1GCHK43629F128030	8030	106-2042
48752	**124**	P4	Chevrolet	2009	Silverado 4WD P/U	1GCHK44609E132145	2145	106-2041
48753	**124**	P4	Chevrolet	2009	Silverado P/U	1GCHK44679F149423	9423	106-2111
48754	**124**	P4	Chevrolet	2009	Silverado 4WD P/U	1GCHK73699F132142	2142	106-2044
48755	**124**	P4	Chevrolet	2009	Silverado 4WD P/U	1GCHK73679F132706	2706	106-2045
48756	**124**	P4	Chevrolet	2009	Silverado 4WD P/U	1GCHK43619F128603	8603	106-2040
48790	**124**	P4	Interstate	2008	Lowboy Trailer	1JKGN7099P009911	9911	902-2570
49108	**124**	P4	Chevrolet	2009	Silverado 1500 P/U	1GCEC14C19Z245602	5602	106-2176
49109	**124**	P4	Chevrolet	2009	Silverado 1500 P/U	1GCEC14C49Z245707	5707	106-2175
49110	**124**	P4	Chevrolet	2009	Silverado 1500 P/U	3GCEC13C39G233484	3484	106-2147
49111	**124**	P4	Chevrolet	2009	Silverado 2500 P/U	1GCHC44649F160568	0568	106-2131
49190	**124**	P4	Peterbilt	2010	340 Dump Truck	2NPRLN9X4AM101471	1471	109-7140
49191	**124**	P4	Peterbilt	2010	340 Dump Truck	2DPRLN9X4AM101468	1468	106-2158
49192	**124**	P4	Peterbilt	2010	340 Dump Truck	2NPRLN9X6AM101469	1469	106-2161
49193	**124**	P4	Peterbilt	2010	340 Dump Truck	2NPRLN9X2AM101470	1470	115-9849
49730	**124**	P4	Econo Hauler	2010	Utility Trailer	5NHULE625AY061214	1214	903-1702
50245	**124**	P4	Chevrolet	2009	Silverado 4WD P/U	1GCHK43K29F129823	9823	106-2039
52438	**124**	P4	Chevrolet	2011	Silverado 4WD P/U	1GC1KVC80BF181517	1517	109-7318
54552	**124**	P4	Ameri Trailer	2012	Utility Trailer	17YBP1827CB048453	8453	900-6511
54601	**124**	P4	Ford	2011	Expedition	1FMJU1F56BEF36826	6826	111-8695
54602	**124**	P4	Chevrolet	2012	Silverado P/U	1GC4CZCG5CF146207	6207	113-2062
54603	**124**	P4	Chevrolet	2012	Silverado 4WD P/U	1GC1KVCG9CF143843	3843	113-2064
54660	**124**	P4	Top Hat	2012	Utility Trailer	4R7BU0816CT112916	2916	900-6505
54661	**124**	P4	Top Hat	2012	Utility Trailer	4R7BU0818CT112917	2917	900-6506
54662	**124**	P4	Top Hat	2012	Utility Trailer	4R7BU081XCT112918	2918	900-6695
54663	**124**	P4	Top Hat	2012	Utility Trailer	4R7BU0811CT112919	2919	900-6508
54664	**124**	P4	Top Hat	2012	Utility Trailer	4R7BU0818CT112920	2920	900-6509
54665	**124**	P4	Top Hat	2012	Utility Trailer	4R7BU081XCT112921	2921	900-6510
54964	**124**	P4	Chevrolet	2011	Silverado 1500 P/U	1GCNCPEX9CZ105129	5129	113-2063
54965	**124**	P4	Chevrolet	2012	Silverado 1500 P/U	1GCNCPEX1CZ166345	6345	113-2119
54966	**124**	P4	Ford	2012	Fusion	3FAHP0GA7CR249208	9208	113-2121
55136	**124**	P4	C & M Trailer	2012	Utility Trailer	5VNBU1622CT097307	7307	900-6524
55922	**124**	P4	Haulmark	2013	Utility Trailer	16HCB1224DT027452	7452	900-6544
55923	**124**	P4	Haulmark	2013	Utility Trailer	16HCB1228DT027888	7888	900-6545
56128	**124**	P4	Chevrolet	2013	Silverado 1500 P/U	1GCNCPEXXDZ159069	9069	114-3135
36466	**124**	P4	Freightliner	2001	FL-70 Dump Truck	1FVABSCT61HJ99322	9322	806-158
56537	**124**	P4	Chevrolet	2013	Silverado P/U	1GC1KVC81DF150067	0067	114-3144

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59988	**124**	P4	Caterpillar	2014	Dump Truck	3HTJGTKR5ENO13597	3597	115-9743
60086	**124**	P4	Chevrolet	2014	Silverado 2500 HD Crew Cab Truck	1GC1KVC88EF142615	2615	115-9742
	124	P4	Home Made	2005	10' Flatbed Utility Trailer			
66954	**124**	P4 - Sanitation	Caterpillar	2015	CT660s Roll-off Truck	3HTJGTKT5FN512963	2963	
66955	**124**	P4 - Sanitation	Caterpillar	2015	CT660s Roll-off Truck	3HTJGTKTXFN512960	2960	
63732	**124**	P4	Chevrolet	2016	Silverado 1500 Crew Cab 4x4 P/U	1GCVKNEC3GZ113060	3060	127-4824
63731	**124**	P4	Chevrolet	2016	Silverado 2500 Crew Cab 4x4 P/U	1GC1KUEGXGF102022	2022	
63730	**124**	P4	Chevrolet	2016	Silverado 2500 Crew Cab 4x4 P/U	1GC1KUEG9GF102951	2951	
67843	**124**	P4	Holt Cat	2016	CT660SSBA Dump Truck	3HTJGTKT4GN013234	3234	
67844	**124**	P4	Holt Cat	2016	CT660SSBA Dump Truck	3HTJGTKTXGN013237	3237	
67842	**124**	P4	Holt Cat	2016	CT660SSBA Dump Truck	3HTJGTKT1GN277446	7446	
67845	**124**	P4	Holt Cat	2016	CT660SSBA Dump Truck	3HTJGTKT3GN277447	7447	
	124	P4	Peterbilt	2016	337 Truck w/ Debris Grapple	2NP2HM7X9GM355833	5833	
43134	**125**	Executive Office - Env Com	Ford	2005	F-150 P/U	1FTRF12W55NA55678	5678	115-9813
45330	**125**	Executive Office - Env Com	Ford	2005	F-150 Crew Cab 4X4 P/U	1FTRW14W36FA97436	7436	127-4700
46275	**125**	Executive Office - Env Com	Ford	2007	F-150 P/U	1FTRX12W27FB07021	7021	DCV-3776
47868	**125**	Executive Office - Env Com	Ford	2004	F-150 P/U	2FTRF17204CA60670	0670	125-4818
47689	**125**	Executive Office - Env Com	Ford	2004	F-150 P/U	2FTRF17W64CA32309	2309	866-080
48260	**125**	Executive Office	Ford	2008	Expedition	1FMFU15548LA86752	6752	104-1614
61043	**125**	Executive Office	Ford	2014	F-150 P/U	1FTFW1CF4EKE92557	2557	IN PROCESS
42935	**125**	Safety Division	Ford	2005	F-150 Ext. Cab P/U	1FTRX12W95FA33559	3559	125-4657
48261	**125**	Safety Division	Ford	2009	F-150 Ext. Cab P/U	1FTRX12W39KA17256	7256	127-4817
62567	**125**	Safety Division	Ford	2015	Expedition	1FMJK1FT3FEF15281	5281	119-1717
63461	**125**	Safety Division	Ford	2015	F-150 Ext. Cab P/U	1FTEX1C89FKD98962	8962	125-6020
63462	**125**	Safety Division	Ford	2015	F-150 Ext. Cab P/U	1FTEX1C80FKD98963	8963	125-6021
63463	**125**	Safety Division	Ford	2015	F-150 Ext. Cab P/U	1FTEX1C82FKD98964	8964	125-6022
63464	**125**	Safety Division	Ford	2015	F-150 Ext. Cab P/U	1FTEX1C84FKD98965	8965	125-6023
67823	**125**	Safety Division	Ford	2016	F-150 Ext. Cab P/U	1FTEX1C87GKE64099	4099	133-7563
42597	**130**	Elections	Ford	2005	F-150 P/U	1FTRW12WX5KC32193	2193	106-2150
54579	**130**	Elections	Chevrolet	2011	Silverado	3GCPCREAXCG171690	1690	113-2060
54611	**130**	Elections	Ford	2011	Expedition	1FMJU1F53BEF31356	1356	111-8694
66320	**130**	Elections	Ford	2016	E-350 Delivery Van	1FDWE3FL9GDC11324	1324	132-0232
36845	**140**	Tax Office	Ford	2001	Expedition	1FMRU15L31LB68442	8442	102-5241
46274	**140**	Tax Office	Ford	2007	F-150 P/U	1FTRX12W07FB07020	7020	31V-ZJ5
47956	**140**	Tax Office	Ford	2008	Fusion	3FAHP06228R139892	9892	CSH-5246
60170	**140**	Tax Office	Ford	2014	F-150 P/U	1FTEX1CM2EFA32586	2586	CVZ-9882
62929	**140**	Tax Office	Ford	2014	F-150 Crew Cab P/U	1FTEW1CM8EKG23242	3242	FCJ-8705
64785	**140**	Tax Office	Ford	2016	Expedition	1FMJU1FT6GEF06277	6277	125-4675
67872	**140**	Tax Office	Ford	2010	Ranger P/U	1FTKR1AD3APA66198	6198	109-7149
37778	**160**	Purchasing	Ford	2001	F-150 P/U	1FTRF17W01NB98198	8198	109-7244
39880	**160**	Purchasing	Big Tex	2002	50 LA Trailer	4K8NX162721C95866	5866	900-638
48254	**160**	Purchasing	Ford	2008	Expedition	1FMFU15538LA69439	9439	104-1513
48255	**160**	Purchasing	Ford	2009	F-150 Crew Cab P/U	1FTRW12W49KA27779	7779	106-1962
44744	**180**	County Clerk	Ford	2006	F-150 P/U	1FTRW12W76KC09276	9276	210-910
48100	**180**	County Clerk	Ford	2008	E-150 Van	1FMNE11L78DB33649	3649	103-8711
69114	**180**	County Clerk	Chevrolet	2017	Silverado 1500 Crew Cab P/U	3GCPCNEC3HG133252	3252	
34533	**210**	Planning	Chevrolet	2000	Silverado P/U	1GCEK19V8YZ284778	4778	132-0235
41258	**210**	Planning	Ford	2003	F-150 P/U	2FTRF17203CB15889	5889	127-4793
45331	**210**	Planning	Ford	2006	Crew Cab 4X4 P/U	1FTRW14W76FA97438	7438	127-4839
48250	**210**	Planning	Ford	2008	Ranger Super Cab P/U	1FTYR14U68PB06502	6502	127-4671
48251	**210**	Planning	Ford	2008	Ranger Super Cab P/U	1FTYR14U48PB06501	6501	127-4672
48252	**210**	Planning	Ford	2008	Ranger Super Cab P/U	1FTYR14U88PB06503	6503	127-4673
64786	**210**	Planning	Ford	2015	F-150 Ext. Cab P/U	IFTEX1C80FKE11212	1212	119-0583
64787	**210**	Planning	Ford	2015	F-150 Ext. Cab P/U	1FTEX1C87FKE11210	1210	119-0581
64788	**210**	Planning	Ford	2015	F-150 Ext. Cab P/U	1FTEX1C82FKE11213	1213	119-0582
64789	**210**	Planning	Ford	2015	F-150 Ext. Cab P/U	1FTEX1C80FKE11209	1209	119-0365

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64790	**210**	Planning	Ford	2015	F-150 Ext. Cab P/U	1FTEX1C89FKE11211	1211	125-4690
31133	**220**	Facilities Management Dept	Ford	1997	F-150 P/U	1FTDF1724VND41263	1263	727-289
31221	**220**	Facilities Management Dept	B&B	1997	16' Utility Trailer	1BAB16R66034	6034	903-3656
31311	**220**	Facilities Management Dept	Small Hook		Trailer	1BAB66046	6046	900-6522
32058	**220**	Facilities Management Dept	Chevrolet	1998	Crew Cab P/U	1GCGC33R5WF071959	1959	749-322
32730	**220**	Facilities Management Dept	Ford	1998	F-150 P/U	1FTZF1724WNC25665	5665	749-321
33318	**220**	Facilities Management Dept	Ford	1998	F-150 P/U	1FTZF1723XKA71940	1940	123-2631
33319	**220**	Facilities Management Dept	Ford	1999	F-150 P/U	1FTZF1725XKA71941	1941	113-4516
34802	**220**	Facilities Management Dept	Ford	2000	F-150 P/U	1FTZF1722YKB30932	0932	786-159
37087	**220**	Facilities Management Dept	Ford	2001	F-150 P/U	1FTRF17W71NB98201	8201	816-622
37088	**220**	Facilities Management Dept	Ford	2001	F-150 P/U	1FTRF17W51NB98200	8200	816-816
37089	**220**	Facilities Management Dept	Ford	2001	F-150 P/U	1FTRF17W21NB98199	8199	817-227
37779	**220**	Facilities Management Dept	Ford	2002	Van E-150	1FTRE14W32HA20664	0664	113-2126
38263	**220**	Facilities Management Dept	Ford	2002	F-150 4X4 P/U	1FTRX18L32NB89630	9630	835-210
42010	**220**	Facilities Management Dept	Ford	2004	Van E-150	1FTRE14W54HA24072	4072	864-509
42011	**220**	Facilities Management Dept	Ford	2004	F-250 P/U	1FDNF20L64EB45509	5509	865-270
42598	**220**	Facilities Management Dept	Ford	2005	Freestar Van	2FTZA54665BA51945	1945	886-799
43488	**220**	Facilities Management Dept	Ford	2005	Ranger P/U	1FTYR10D75PA51916	1916	114-3185
45582	**220**	Facilities Management Dept	Ford	2006	Ranger P/U	1FTYR10U76PA65154	5154	222-146
45583	**220**	Facilities Management Dept	Ford	2005	Van E-350	1FTSE34L35HA79687	9687	222-539
45601	**220**	Facilities Management Dept	Top Hat	2006	Utility Trailer	4R7BU16286T069850	9850	919-060
45623	**220**	Facilities Management Dept	Ford	2006	F-150 P/U	1FTRF12W46NB57961	7961	224-765
45785	**220**	Facilities Management Dept	Ford	2006	F-250 P/U	1FTNF20536ED96478	6478	229-744
45789	**220**	Facilities Management Dept	Ford	2007	Ranger P/U	1FTYR10U67PA13242	3242	228-419
47698	**220**	Facilities Management Dept	Ford	2008	F-150 P/U	1FTRF12W18KD01521	1521	102-5282
47699	**220**	Facilities Management Dept	Ford	2008	F-150 P/U	1FTRF12WX8KD01520	1520	102-5281
47700	**220**	Facilities Management Dept	Ford	2008	F-250 P/U	1FTSW20538ED45147	5147	102-5289
47701	**220**	Facilities Management Dept	Ford	2008	F-350 P/U	1FTWW30568ED45148	5148	102-5350
47702	**220**	Facilities Management Dept	Ford	2008	Explorer	1FMEU63E68UA84006	4006	102-5303
48253	**220**	Facilities Management Dept	Ford	2008	F-150 P/U	1FTRF12W18KE41326	1326	104-1525
48626	**220**	Facilities Management Dept	Top Hat	2008	Utility Trailer	4P7BU20238T090926	0926	902-2585
48986	**220**	Facilities Management Dept	Ford	2009	F-150 P/U	1FTRX12W59FA12973	2973	106-2059
48987	**220**	Facilities Management Dept	Ford	2009	F-150 P/U	1FTRX12W39FA12969	2969	106-2058
48988	**220**	Facilities Management Dept	Ford	2009	F-250 P/U	1FDSX20519EA62966	2966	106-2112
48989	**220**	Facilities Management Dept	Ford	2009	E-250 Van	1FTNE24W09DA55992	5992	106-2074
48990	**220**	Facilities Management Dept	Ford	2009	E-250 Van	1FTNE24W69DA55995	5995	106-2073
48991	**220**	Facilities Management Dept	Ford	2009	E-250 Van	1FTNE24W49DA55994	5994	106-2105
48992	**220**	Facilities Management Dept	Ford	2009	E-250 Van	1FTNE24W29DA55993	5993	106-2106
63845	**220**	Facilities Management Dept	Ford	2015	F-150 Super Cab P/U	1FTEX1C8XFKD62066	2066	124-2147
63846	**220**	Facilities Management Dept	Ford	2015	F-150 Super Cab P/U	1FTEX1C88FKD62065	2065	124-2146
63842	**220**	Facilities Management Dept	Chevrolet	2016	Colorado Z71 P/U	1GCHSBEA4G1131012	1012	127-4954
63843	**220**	Facilities Management Dept	Chevrolet	2015	Express Van	3N63M0YN8FK728147	8147	127-4953
	220	Facilities Management Dept	Chevrolet	2016	Express Van	3N63M0YN2GK695714	5714	
45620	**270**	HIDTA	Jeep	2006	Grand Cherokee	1J4GS48K26C316409	6409	161-LBG
46494	**270**	HIDTA	Ford	2007	F-150 P/U	1FTRX12W87FB28925	8925	56Z-HR4
48160	**270**	HIDTA	Toyota	2008	Tundra	5TFRU541X8X011330	1330	94P-HS5
48161	**270**	HIDTA	Toyota	2008	Tacoma P/U	3TMJU62N48M064281	4281	68P-HT5
48861	**270**	HIDTA	Ford	1995	E-350 Van	1FDKE37H0SHC12209	2209	MJJ-079
51554	**270**	HIDTA	Toyota	2010	Tundra	5TFEM5F18AX006144	6144	AS5-5006
51674	**270**	HIDTA	Ford	2010	Lobo	1FTMF1EV2AKA47739	7739	ATP-1835
58703	**270**	HIDTA	Chevrolet	2008	Tahoe	1GNFC13J58R207929	7929	CY6-1915
58722	**270**	HIDTA	Ford	2013	Explorer	1FM5K7B86DGC82682	2682	CDV-6049
58730	**270**	HIDTA	Ford	2013	Fusion	3FA6POG72DR311871	1871	CDV-5961
58764	**270**	HIDTA	Ford	2013	F-150 P/U	1FTEW1CM4DKE88985	8985	CCF-7320
58765	**270**	HIDTA	Ford	2013	F-150 P/U	1FTEW1CM2DKE88984	8984	B22-0043
65792	**270**	HIDTA	Chevrolet	2011	Silverado P/U	3GCPCSE05BG101124	1124	

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39311	**280**	Sheriff	Ford	2003	Van E150	1FTRE14W43HA49429	9429	843-979
39312	**280**	Sheriff	Ford	2003	F-250 P/U	1FTNF20L13EB32606	2606	844-148
39903	**280**	Sheriff	Ford	2003	Expedition	1FMPU15L43LB21415	1415	844-917
40509	**280**	Sheriff	Ford	2003	E-350 Wagon 15-P	1FBSS31L53HA49430	9430	848-356
42468	**280**	Sheriff	Ford	1993	Econoline Van	1FTFE24Y9PHB31303	1303	080-2808
42469	**280**	Sheriff	Ford	1997	F-150 P/U	1FTDX1760VKB02682	2682	8ZB-S51
42479	**280**	Sheriff	Chevrolet	1994	Z-71 P/U	1GCEK14KXRZ148957	8957	7RK-K47
42933	**280**	Sheriff	Ford	2005	F-150 P/U	1FTRX12W95FA33562	3562	40T-MW1
42936	**280**	Sheriff	Ford	2005	F-150 P/U	1FTRX12W05FA33563	3563	44T-MW1
42937	**280**	Sheriff	Ford	2005	Expedition	1FMPU15565LA50495	0495	885-542
42938	**280**	Sheriff	Ford	2005	F-150 P/U	1FTRX12W55FA33560	3560	42T-MW1
42940	**280**	Sheriff	Ford	2005	Expedition	1FMPU15545LA50494	0494	885-541
42946	**280**	Sheriff	Ford	2005	Taurus	1FAFP53U05A231117	1117	047-BWZ
42947	**280**	Sheriff	Ford	2005	Taurus	1FAFP53U25A231118	1118	DL7-B756
42955	**280**	Sheriff	Ford	2005	Taurus	1FAFP53U45A231123	1123	044-BWZ
42980	**280**	Sheriff	Ford	2005	Expedition	1FMPU15535LA50499	0499	886-354
42985	**280**	Sheriff	Ford	2005	Expedition	1FMPU155X5LA50497	0497	886-353
42987	**280**	Sheriff	Ford	2005	Expedition	1FMPU15585LA50501	0501	886-356
43298	**280**	Sheriff	Ford	2005	Club Wagon	1FBSS31L45HA75469	5469	890-341
43299	**280**	Sheriff	Ford	2005	Club Wagon	1FBSS31L05HA75470	5470	890-342
43300	**280**	Sheriff	Ford	2005	Expedition	1FMPU155X5LA50502	0502	890-340
45287	**280**	Sheriff	Pace Ameri	2006	Mobile Command Trailer	47ZWB242X6X043910	3910	917-836
45674	**280**	Sheriff	Ford	2006	Expedition	1FMPU15566LA97673	7673	77R-BB4
45675	**280**	Sheriff	Ford	2006	Expedition	1FMPU16526LA60859	0859	03V-KL9
46289	**280**	Sheriff	Ford	2007	Expedition	1FMFU15597LA61313	1313	101-9645
46291	**280**	Sheriff	Ford	2007	F-150 P/U	1FTRX12W67FB08933	8933	26V-ZJ5
46292	**280**	Sheriff	Ford	2007	F-150 P/U	1FTRX12WX7FB08935	8935	28V-ZJ5
46293	**280**	Sheriff	Ford	2007	F-150 P/U	1FTRX12W87FB08934	8934	27V-ZJ5
46294	**280**	Sheriff	Ford	2007	F-150 P/U	1FTRX12W17FB08936	8936	25V-ZJ5
46295	**280**	Sheriff	Ford	2007	F-150 P/U	1FTRX12W27FB08931	8931	49V-ZB5
46296	**280**	Sheriff	Ford	2007	F-150 P/U	1FTRX12W47FB08932	8932	61V-ZR5
46297	**280**	Sheriff	Top Hat	2007	16' Utility Trailer	4R7BU16267T078368	8368	900-1403
46933	**280**	Sheriff	Ford	2007	F-650 Wrecker	3FRNX65F87V516046	6046	101-9808
46934	**280**	Sheriff	Ford	2008	Expedition	1FMFU15538LA05384	5384	102-0291
46938	**280**	Sheriff	Ford	2008	Expedition	1FMFU15558LAO5385	5385	102-0216
46940	**280**	Sheriff	Ford	2008	Expedition	1FMFU15588LA05994	5994	102-0229
46944	**280**	Sheriff	Ford	2008	Expedition	1FMFU15568LA05394	5394	102-0246
46948	**280**	Sheriff	Ford	2008	Expedition	1FMFU15528LA07790	7790	90X-LC6
46951	**280**	Sheriff	Ford	2008	Expedition	1FMFU15518LA05996	5996	102-0240
46937	**280**	Sheriff	Ford	2008	Expedition	1FMFU15528LA05392	5392	102-0214
46962	**280**	Sheriff	Ford	2008	Expedition	1FMFU15568LA05993	5993	102-0277
46965	**280**	Sheriff	Ford	2008	Expedition	1FMFU15578LA05386	5386	102-0290
46969	**280**	Sheriff	Ford	2008	Expedition	1FMFU15558LA06021	6021	102-0296
46970	**280**	Sheriff	Ford	2008	Expedition	1FMFU15578LA06019	6019	102-0295
46971	**280**	Sheriff	Ford	2008	Expedition	1FMFU15518LA07800	7800	102-0294
46974	**280**	Sheriff	Ford	2008	Expedition	1FMFU15548LA06009	6009	102-5228
46975	**280**	Sheriff	Ford	2008	Expedition	1FMFU15538LA05597	5597	102-5229
46978	**280**	Sheriff	Ford	2008	Expedition	1FMFU15508LA05990	5990	102-5261
46979	**280**	Sheriff	Ford	2008	Expedition	1FMFU15598LA05387	5387	102-5260
46982	**280**	Sheriff	Ford	2008	Expedition	1FMFU15518LA07795	7795	552-ZNT
46985	**280**	Sheriff	Ford	2008	Expedition	1FMFU155X8LA07794	7794	BCG-602
46986	**280**	Sheriff	Ford	2008	Expedition	1FMFU15558LA07797	7797	BCG-604
46988	**280**	Sheriff	Ford	2008	Expedition	1FMFU15568LA07792	7792	BCG-605
47711	**280**	Sheriff	Ford	2008	Expedition	1FMFU15568LA58807	8807	106-1928
47712	**280**	Sheriff	Ford	2008	Expedition	1FMFU15588LA58811	8811	106-1929
47714	**280**	Sheriff	Ford	2008	F-150 P/U	1FTRX12W88FB16677	6677	07P-BT7

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47715	**280**	Sheriff	Ford	2008	F-150 P/U	1FTRX12W98FB16669	6669	08P-BT7
47716	**280**	Sheriff	Ford	2008	F-150 P/U	1FTRX12W58FB16670	6670	10P-BT7
47718	**280**	Sheriff	Ford	2008	F-150 P/U	1FTRX12W78FB16671	6671	06P-BT7
47719	**280**	Sheriff	Ford	2008	F-150 P/U	1FTRX12WX8FB16678	6678	24P-BT7
47720	**280**	Sheriff	Ford	2008	F-150 P/U	1FTRX12W08FB16673	6673	47S-WF7
47721	**280**	Sheriff	Ford	2008	F-150 P/U	1FTRX12W28DK01525	1525	56Y-TZ7
47722	**280**	Sheriff	Ford	2008	F-150 P/U	1FTRX12W98KD01523	1523	50Y-TZ7
47723	**280**	Sheriff	Ford	2008	F-150 P/U	1FTRX12W68FB16676	6676	23P-BT7
47724	**280**	Sheriff	Ford	2008	F-150 P/U	1FTRX12W08KD01524	1524	57Y-TZ7
47725	**280**	Sheriff	Ford	2008	F-150 P/U	1FTRX12W98FB16672	6672	51Y-TZ7
47726	**280**	Sheriff	Ford	2008	F-150 P/U	1FTRX12W18FB16679	6679	85S-VX7
47727	**280**	Sheriff	Ford	2008	F-150 P/U	1FTRX12W88FB16680	6680	30S-WF9
47728	**280**	Sheriff	Ford	2008	F-150 P/U	1FTRX12WX8FB16681	6681	28S-WF7
47729	**280**	Sheriff	Ford	2008	F-150 P/U	1FTRX12W18FB16682	6682	29S-WF7
47730	**280**	Sheriff	Ford	2008	F-150 P/U	1FTRX12W38FB16683	6683	38S-WF7
47731	**280**	Sheriff	Ford	2008	F-150 P/U	1FTRX12W58FB16684	6684	40S-WF7
47732	**280**	Sheriff	Ford	2008	F-150 P/U	1FTRX12W78FB16685	6685	89S-VX7
47733	**280**	Sheriff	Ford	2008	F-150 P/U	1FTRX12W98FB16686	6686	31S-WF7
47734	**280**	Sheriff	Ford	2008	F-150 P/U	1FTRX12W08FB16687	6687	32S-WF7
47736	**280**	Sheriff	Ford	2008	F-150 P/U	1FTRX12W48FB16689	6689	41S-WF7
47737	**280**	Sheriff	Ford	2008	F-150 P/U	1FTRX12W08FB16690	6690	48S-WF7
47738	**280**	Sheriff	Ford	2008	F-150 P/U	1FTRX12W28FB16691	6691	84S-VX7
47739	**280**	Sheriff	Ford	2008	F-150 P/U	1FTRX12W48FB16692	6692	86S-VX7
47740	**280**	Sheriff	Ford	2008	F-150 P/U	1FTRX12W88FB16694	6694	87S-VX7
47742	**280**	Sheriff	Ford	2008	F-150 P/U	1FTRX12W18FB16696	6696	37S-WF7
47743	**280**	Sheriff	Ford	2008	F-150 P/U	1FTRX12W38FB16697	6697	44S-WF7
47744	**280**	Sheriff	Ford	2008	F-150 P/U	1FTRX12W58FB16698	6698	34S-WF7
47745	**280**	Sheriff	Ford	2008	F-150 P/U	1FTRX12W78FB16699	6699	88S-VX7
47746	**280**	Sheriff	Ford	2008	F-150 P/U	1FTRX12WX8FB16700	6700	45S-WF7
47747	**280**	Sheriff	Ford	2008	F-150 P/U	1FTRX12W18FB16701	6701	46S-WF7
47748	**280**	Sheriff	Ford	2008	F-150 P/U	1FTRX12W38FB16702	6702	43S-WF7
47749	**280**	Sheriff	Ford	2008	F-150 P/U	1FTRX12W58FB16703	6703	58Y-TZ7
47750	**280**	Sheriff	Ford	2008	F-150 P/U	1FTRX12W78FB16704	6704	39S-WF7
47751	**280**	Sheriff	Ford	2008	F-150 P/U	1FTRX12W98FB16705	6705	49S-WF7
47752	**280**	Sheriff	Ford	2008	F-150 P/U	1FTRX12W68FB16693	6693	42S-WF7
47753	**280**	Sheriff	Ford	2008	Expedition	1FMFU16548LA56830	6830	FMY-567
47754	**280**	Sheriff	Ford	2008	Expedition	1FMFU15568LA58841	8841	103-8717
47757	**280**	Sheriff	Ford	2008	Expedition	1FMFU15528LA58836	8836	103-8719
47758	**280**	Sheriff	Ford	2008	Expedition	1FMFU15558LA58832	8832	104-1500
47759	**280**	Sheriff	Ford	2008	Expedition	1FMFU15508LA58818	8818	103-8720
47761	**280**	Sheriff	Ford	2008	Expedition	1FMFU15578LA58833	8833	103-8724
47765	**280**	Sheriff	Ford	2008	Expedition	1FMFU15578LA58864	8864	104-1509
47766	**280**	Sheriff	Ford	2008	Expedition	1FMFU155X8LA58843	8843	104-1508
47768	**280**	Sheriff	Ford	2008	Expedition	1FMFU15598LA58817	8817	104-1507
47770	**280**	Sheriff	Ford	2008	Expedition	1FMFU15518LA58861	8861	104-1520
47771	**280**	Sheriff	Ford	2008	Expedition	1FMFU15538LA58828	8828	104-1521
47772	**280**	Sheriff	Ford	2008	Expedition	1FMFU15518LA58827	8827	104-1518
47773	**280**	Sheriff	Ford	2008	Expedition	1FMFU15598LA58851	8851	104-1519
47774	**280**	Sheriff	Ford	2008	Expedition	1FMFU15588LA58839	8839	104-1517
47775	**280**	Sheriff	Ford	2008	Expedition	1FMFU15558LA58846	8846	104-1527
47777	**280**	Sheriff	Ford	2008	Expedition	1FMFU15528LA58819	8819	104-1532
47778	**280**	Sheriff	Ford	2008	Expedition	1FMFU15558LA58829	8829	104-1533
47779	**280**	Sheriff	Ford	2008	Expedition	1FMFU15548LA58837	8837	104-1531
47780	**280**	Sheriff	Ford	2008	Expedition	1FMRU15548LA58854	8854	104-1530
47781	**280**	Sheriff	Ford	2008	Expedition	1FMFU15538LA58862	8862	104-1529
47784	**280**	Sheriff	Ford	2008	Expedition	1FMFU15568LA58838	8838	104-1536

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47786	**280**	Sheriff	Ford	2008	Expedition	1FMFU15528LA58853	8853	104-1542
47788	**280**	Sheriff	Ford	2008	Expedition	1FMFU15588LA58825	8825	104-1544
47789	**280**	Sheriff	Ford	2008	Expedition	1FMFU155X8LA56834	6834	104-1543
47790	**280**	Sheriff	Ford	2008	Expedition	1FMFU15528LA58867	8867	104-1541
47791	**280**	Sheriff	Ford	2008	Expedition	1FMFU15528LA58822	8822	104-1551
47793	**280**	Sheriff	Ford	2008	Expedition	1FMFU15578LA58847	8847	104-1550
47794	**280**	Sheriff	Ford	2008	Expedition	1FMFU15588LA56833	6833	104-1555
47795	**280**	Sheriff	Ford	2008	Expedition	1FMFU15588LA58842	8842	104-1556
47797	**280**	Sheriff	Ford	2008	Expedition	1FMFU15538LA58859	8859	104-1576
47798	**280**	Sheriff	Ford	2008	Expedition	1FMFU15598LA58865	8865	104-1564
47808	**280**	Sheriff	Ford	2008	Expedition	1FMFU15588LA58856	8856	104-1573
47809	**280**	Sheriff	Ford	2008	Expedition	1FMFU15508LA58866	8866	104-1571
47811	**280**	Sheriff	Ford	2008	Expedition	1FMFU15558LA58815	8815	104-1597
47812	**280**	Sheriff	Ford	2008	Expedition	1FMFU15578LA58816	8816	106-1930
47813	**280**	Sheriff	Ford	2008	Expedition	1FMFU15518LA56835	6835	104-1586
47815	**280**	Sheriff	Ford	2008	Expedition	1FMFU15508LA58821	8821	104-1592
47816	**280**	Sheriff	Ford	2008	Expedition	1FMFU15548LA56831	6831	104-1582
47819	**280**	Sheriff	Ford	2008	Expedition	1FMFU15548LA58823	8823	104-1595
47820	**280**	Sheriff	Ford	2008	Expedition	1FMFU155X8LA58812	8812	104-1585
47821	**280**	Sheriff	Ford	2008	Expedition	1FMFU15518LA58813	8813	104-1584
48023	**280**	Sheriff	Chevrolet	2004	Silverado P/U	1GCEC19V84Z286859	6859	68M-PL5
48029	**280**	Sheriff	Ford	1997	F-150 P/U	1FTDX1864VKA32814	2814	44V-ZB5
48030	**280**	Sheriff	Chevrolet	2003	Silverado Z-71 P/U	1GCEK19T53Z211231	1231	DCV-0306
48034	**280**	Sheriff	Cadillac	2005	Escalade	1GYEC63T15R193231	3231	08P-BB7
48035	**280**	Sheriff	Ford	2008	E-350 Van	1FBSS31L78DB31383	1383	104-1581
48036	**280**	Sheriff	Ford	2008	E-350 Van	1FBSS31L58DB31382	1382	104-1580
48037	**280**	Sheriff	Ford	2008	E-350 Van	1FBSS31L38DB31381	1381	104-1579
48038	**280**	Sheriff	Ford	2008	E-350 Van	1FBSS31L18DB31380	1380	104-1578
48039	**280**	Sheriff	Ford	2008	Expedition	1FMFU15588LA58808	8808	106-1931
48040	**280**	Sheriff	Ford	2008	Expedition	1FMFU15588LA78296	8296	106-1933
48041	**280**	Sheriff	Ford	2008	Expedition	1FMFU1568LA78295	8295	106-1932
48041	**280**	Sheriff	Ford	2008	Expedition	1FMFU15518LA78298	8298	106-1943
48042	**280**	Sheriff	Ford	2008	Expedition	1FMFU155X8LA78297	8297	106-1944
48427	**280**	Sheriff	Ford	2008	Expedition	1FMFU15538LA58814	8814	104-1590
48429	**280**	Sheriff	Ford	2008	Expedition	1FMFU15508LA58804	8804	104-1587
48430	**280**	Sheriff	Ford	2008	Expedition	1FMFU155X8LA58809	8809	104-1589
48431	**280**	Sheriff	Ford	2008	Expedition	1FMFU15548LA58806	8806	104-1588
48432	**280**	Sheriff	Ford	2008	Expedition	1FMFU15568LA58810	8810	104-1591
48884	**280**	Sheriff	Ford	2002	F-350 P/U	1FTWW33F42EC25845	5845	10Y-VS7
48886	**280**	Sheriff	Ford	2001	Excursion	1FMNU40S21EB51957	1957	751-TPL
48930	**280**	Sheriff	Skywatch	2009	Tactical Platform/Sentinel	ICX6809011	9011	902-2702
48931	**280**	Sheriff	Skywatch	2009	Tactical Platform/Sentinel	ICX6809012	9012	903-1705
48946	**280**	Sheriff	Lenco	2009	Bear/Tank	1FVAC3BS18HZ04047	4047	106-2146
49053	**280**	Sheriff	Ford	2009	Expedition	1FMFU16549EB06633	6633	106-2166
49054	**280**	Sheriff	Ford	2009	Expedition	1FMFU16529EB06632	6632	106-2167
49055	**280**	Sheriff	Ford	2009	Expedition	1FMFU16509EB06631	6631	106-2165
49057	**280**	Sheriff	Ford	2009	Expedition	1FMFU16529EB06629	6629	106-2163
49058	**280**	Sheriff	Ford	2009	Expedition	1FMFU16569EB06634	6634	106-2168
49125	**280**	Sheriff	Ford	2009	Expedition	1FMFU15549LA10109	0109	106-2125
49126	**280**	Sheriff	Ford	2009	Expedition	1FMFU15509LA10110	0110	106-2137
49127	**280**	Sheriff	Ford	2009	Expedition	1FMFU15529LA10111	0111	106-2124
49128	**280**	Sheriff	IC Bus	2010	PC 105 Bus	4DRAMSKN4AA226031	6031	106-2217
49129	**280**	Sheriff	IC Bus	2010	PC 105 Bus	4DRAMSKN5AA226734	6734	106-2218
49130	**280**	Sheriff	IC Bus	2010	PC 105 Bus	4DRAMSKN6AA225429	5429	106-2219
49715	**280**	Sheriff	Ford	2010	F-150 P/U	1FTFW1EV5AKA24514	4514	106-2196
49716	**280**	Sheriff	Ford	2010	F-150 P/U	1FTFW1EV7AKA24515	4515	106-2189

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49826	**280**	Sheriff	Ford	2010	Expedition	1FMJU1F53AEA63627	3627	106-2201
50229	**280**	Sheriff	Ford	2010	F-150 P/U	1FTEW1C85AKA27129	7129	AB3-2486
50318	**280**	Sheriff	Ford	2009	F-350 P/U	1FDAF5HY3AEA95681	5681	106-2314
51026	**280**	Sheriff	Ford	2010	Expedition	1FMJU1F5XAEB60405	0405	109-7158
51027	**280**	Sheriff	Ford	2010	Expedition	1FMJU1F51AEB60406	0406	109-7151
51028	**280**	Sheriff	Ford	2010	Expedition	1FMJU1F53AEB60407	0407	109-7154
51029	**280**	Sheriff	Ford	2010	Expedition	1FMJU1F55AEB60408	0408	109-7153
51030	**280**	Sheriff	Ford	2010	Expedition	1FMJU1F53AEB60410	0410	109-7152
51031	**280**	Sheriff	Ford	2010	Expedition	1FMJU1F56AEB60403	0403	109-7160
51032	**280**	Sheriff	Ford	2010	Expedition	1FMJU1G58AEB60404	0404	109-7159
51033	**280**	Sheriff	Ford	2010	Expedition	1FMJU1F57AEB60409	0409	109-7150
51652	**280**	Sheriff	Ford	2010	Expedition	1FMJU1F55AEB72767	2767	109-7256
51653	**280**	Sheriff	Ford	2010	Expedition	1FMJU1F53AEB72766	2766	109-7255
51654	**280**	Sheriff	Ford	2010	Expedition	1FMJU1F57AEB72768	2768	109-7257
51655	**280**	Sheriff	Ford	2010	F-150 P/U	1FTFW1EV0AKE77701	7701	109-7306
51656	**280**	Sheriff	Ford	2010	F-150 P/U	1FTFW1EV9AKE77700	7700	109-7302
51657	**280**	Sheriff	Ford	2010	F-150 P/U	1FTFW1EV6AKE77699	7699	109-7308
51658	**280**	Sheriff	Ford	2011	F-150 P/U	1FTFW1EV2AFD89953	9953	109-7307
51773	**280**	Sheriff	Ford	2010	Expedition	1FMJU1F58BEF13760	3760	109-7303
51774	**280**	Sheriff	Ford	2010	Expedition	1FMJU1F5XBEF13761	3761	109-7305
51775	**280**	Sheriff	Ford	2011	Expedition	1FMJU1F51BEF13762	3762	109-7309
51776	**280**	Sheriff	Ford	2010	Expedition	1FMJU1F53BEF13763	3763	109-7307
52530	**280**	Sheriff	Ford	2011	Expedition	1FMJU1F59BEF21673	1673	CH8-M398
52576	**280**	Sheriff	Ford	2011	Expedition	1FMJU1G51BEF31242	1242	109-7364
52577	**280**	Sheriff	Ford	2011	Expedition	1FMJU1G5XBEF31241	1241	109-7363
52883	**280**	Sheriff	Cadillac	2003	CTS	1G6DM57N730164874	4874	CG4-B542
52915	**280**	Sheriff	Ford	2011	Expedition	1FMJU1F50BEF31332	1332	
52916	**280**	Sheriff	Ford	2011	Expedition	1FMJU1F54BEF46786	6786	111-8634
59285	**280**	Sheriff	Wabash	1999	Refrigerated Trailer	1JJV482W3XL539352	9352	TON-LY11
53406	**280**	Sheriff	Top Hat	1998	Farm/Horse Trailer	11WES1425WW242338	2338	976-20G
53408	**280**	Sheriff	Ford	1997	F-150 P/U	1FTDF08W0VKA46805	6805	AU4-4121
53410	**280**	Sheriff	Chevrolet	2007	Tahoe	1GNFK13067J114358	4358	CB6-J160
53413	**280**	Sheriff	Ford	2004	F-150 P/U	1FTRF12W44NB49307	9307	13J-RC9
53414	**280**	Sheriff	Nissan	2001	X-Terra	5N1ED28T91C505079	5079	PXF-270
53415	**280**	Sheriff	Ford	2005	Focus	1FAFP34N85W221188	1188	BT7-Z606
53417	**280**	Sheriff	Nissan	2004	Sentra	3N1CB51D24L871970	1970	GMC-759
53418	**280**	Sheriff	Ford	2007	F-150 P/U	1FTRW12W97KA72634	2634	45J-RD9
53419	**280**	Sheriff	Chevrolet	2004	Colorado	1GCCS196148122037	2037	AU4-2826
53420	**280**	Sheriff	Wabash	1999	Refrigerated Trailer	1JJV532WXXL531460	1460	
53421	**280**	Sheriff	Dodge	2006	Charger	2B3LA43G36H450743	0743	BW9-G124
53423	**280**	Sheriff	Hummer	2003	H2	5GRGN23U93H132446	2446	CN6-N727
53773	**280**	Sheriff	Skywatch	2011	Tactical Platform/Frontier	S0211008	1008	900-6516
53774	**280**	Sheriff	Skywatch	2011	Tactical Platform/Frontier	ICX6811032	1032	900-6515
54298	**280**	Sheriff	Ford	2012	Expedition	1FMJU1G53CEF13861	3861	113-2167
54299	**280**	Sheriff	Ford	2012	Expedition	1FMJU1G55CEF13862	3862	113-2168
54471	**280**	Sheriff	Ford	2012	Expedition	1FMJU1G50CEF15812	5812	DF7-N652
54686	**280**	Sheriff	Ford	2000	F-350 P/U	1FTWW33FXYEB22812	2812	BJ8-3672
54689	**280**	Sheriff	Ford	2012	Expedition	1FMJU1F51CEF21183	1183	113-2061
55269	**280**	Sheriff	Ford	2012	Expedition	1FMJU1F59CEF39804	9804	113-2171
55270	**280**	Sheriff	Ford	2012	Expedition	1FMJU1F50CEF39805	9805	113-2172
55457	**280**	Sheriff	Cadillac	2004	Escalade	1GYEC63N54R218487	8487	DJ2-V552
55458	**280**	Sheriff	Chevrolet	2008	Cheyenne P/U	1GCEK19J88Z210502	0502	BD0-2200
55459	**280**	Sheriff	Wabash	1998	Trailer	1JJV532U0WL420574	0574	
55726	**280**	Sheriff	Ford	2002	F-350 P/U	1FDWF36F22EC27746	7746	BU2-1067
55759	**280**	Sheriff	Ford	2012	Expedition	1FMJU1G56CEF59927	9927	DW5-D905
55760	**280**	Sheriff	Ford	2012	F-150 P/U	1FTFW1EF2CKD45244	5244	BV3-2528

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56073	**280**	Sheriff	Arista	2008	Holiday Rambler Motor Home	1F6MF53Y770A00203	0203	113-2196
56074	**280**	Sheriff	Georgetown	2011	Motor Home	1F66FSDY3BOA06502	6502	113-2197
56107	**280**	Sheriff	Skywatch	2012	Tactical Platform	S0212023	2023	900-6541
56108	**280**	Sheriff	Skywatch	2009	Tactical Platform/Sentinel	ICX6809021	9021	900-6532
56924	**280**	Sheriff	Ford	2007	Expedition	1FMFK17567LA09091	9091	BGD-9874
56633	**280**	Sheriff	Ford	2006	Expedition	1FMFU19596LA83191	3191	BBW-3977
56746	**280**	Sheriff	Chevrolet	2013	Tahoe	1GNSK2E0XDR213408	3408	BHC-4259
57123	**280**	Sheriff	Ford	2013	Expedition	1FMJU1F57DEF17852	7852	BHC-4876
58659	**280**	Sheriff	Chevrolet	2007	Silverado P/U	1GCEC14037Z559982	9982	BHC-4599
58700	**280**	Sheriff	Forest River	2010	Sport Cargo Trailer	5NHUTS627SW040374	0374	
58724	**280**	Sheriff	Dodge	2008	Caravan	1D8HN54P28B114883	4883	DW6-T902
58725	**280**	Sheriff	Ford	2008	F-250 P/U	1FTNF205X8EB78458	8458	BV3-3159
58726	**280**	Sheriff	Wylie		Water Wagon (Trailer)	5N042891	2891	
58729	**280**	Sheriff	Ford	2005	E-450 Van	1FDXE45SX5HA36266	6266	BMW-5240
58783	**280**	Sheriff	Ford	2009	Crown Victoria	2FAHP71V29X141139	1139	115-9683
58784	**280**	Sheriff	Ford	2009	Crown Victoria	2FAHP71V39X148262	8262	115-6819
58786	**280**	Sheriff	Ford	2010	Crown Victoria	2FABP7BVXAX105952	5952	115-9680
58973	**280**	Sheriff	Ford	2013	Expedition	1FMJU1F57DEF53637	3637	115-9797
59034	**280**	Sheriff	Ford	2013	Expedition	1FMJU1G56DEF58889	8889	115-9825
59033	**280**	Sheriff	Ford	2013	Expedition	1FMJU1G54DEF58891	8891	115-9819
59035	**280**	Sheriff	Ford	2013	Expedition	1FMJU1G52DEF58890	8890	115-9831
59107	**280**	Sheriff	Skywatch	2013	Tactical Platform	S0213003	3003	900-6684
59108	**280**	Sheriff	Skywatch	2013	Tactical Platform	S0213002	3002	900-6685
59308	**280**	Sheriff	Ford	2010	Crown Victoria	2FABP7BV0AX133291	3291	115-9709
59309	**280**	Sheriff	Ford	2009	Crown Victoria	2FAHP71V39X148178	8178	115-9711
59310	**280**	Sheriff	Ford	2010	Crown Victoria	2FABP7BV5AX135246	5246	115-9707
59311	**280**	Sheriff	Ford	2009	Crown Victoria	2FAHP71V89X141193	1193	115-9712
59312	**280**	Sheriff	Ford	2010	Crown Victoria	2FABP7BVXAX105949	5949	115-9710
59313	**280**	Sheriff	Ford	2009	Crown Victoria	2FAHP71V59X137246	7246	115-9713
59314	**280**	Sheriff	Ford	2010	Crown Victoria	2FABP7BV5AX142116	2116	115-9706
59315	**280**	Sheriff	Ford	2010	Crown Victoria	2FABP7BV6AX133313	3313	115-9708
59316	**280**	Sheriff	Ford	2009	Crown Victoria	2FAHP71V89X141176	1176	115-9723
59635	**280**	Sheriff	Chevrolet	2009	Colorado Z71 P/U	1GCDT13E898104028	4028	CDG-2093
59638	**280**	Sheriff	Ford	2014	Expedition	1FMJUIF57EEF07596	7596	DBW-7556
59639	**280**	Sheriff	Ford	2014	Expedition	1FMJUIF52EEF07599	7599	DBW-7555
59640	**280**	Sheriff	Ford	2014	Expedition	1FMJUIF57EEF07601	7601	DBW-7558
59641	**280**	Sheriff	Ford	2014	Expedition	1FMJU1F59EEF07597	7597	DBW-7557
59642	**280**	Sheriff	Ford	2014	Expedition	1FMJU1F53EEF07594	7594	CYR-3010
59643	**280**	Sheriff	Ford	2014	Expedition	1FMJU1F55EEF07600	7600	CYR-3016
59644	**280**	Sheriff	Ford	2014	Expedition	1FMJU1F5XEEF07592	7592	CYR-3057
59645	**280**	Sheriff	Ford	2014	Expedition	1FMJU1F55EEF07595	7595	CYR-3014
59646	**280**	Sheriff	Ford	2014	Expedition	1FMJU1F50EEF07598	7598	CYR-3015
59647	**280**	Sheriff	Ford	2014	Expedition	1FMJU1F51EEF07593	7593	CYR-3056
60064	**280**	Sheriff	GMC	2004	Savana Van	1GTFG15T441121421	1421	CSB-6728
60168	**280**	Sheriff	Ford	2014	Expedition	1FMJU1F57EEF15035	5035	CWB-0654
60855	**280**	Sheriff	Dodge	2003	Ram 2500 P/U	3D7KU28643G728881	8881	07K-GW6
60856	**280**	Sheriff	Dodge	2007	Ram 1500 P/U	1D7HA18217J581756	1756	AN0-0146
60858	**280**	Sheriff	Honda	2008	Accord	IHGCP2637AI46229	6229	CYR-3013
60860	**280**	Sheriff	Ford	2001	F-250 P/U	1FTNW20F31EC06390	6390	222-561
60861	**280**	Sheriff	Ford	2006	F-150 P/U	1FTRW12W36FA77321	7321	AND-4389
60862	**280**	Sheriff	Ford	2002	Explorer	1FMZU73E02UA85134	5134	FMZ-133
60863	**280**	Sheriff	Chevrolet	2003	2500 Silverado P/U	1GCHC29UX3E162298	2298	65R-LL6
60865	**280**	Sheriff	International	1997	4900 4x2 (Commercial Truck)	1HTSDAAL5VH493262	3262	102-5232
60867	**280**	Sheriff	Ford	2000	Excursion	1FMNU40L7YEE15905	5905	48P-BF7
61023	**280**	Sheriff	Pontiac	2008	G8	6G2EC57Y48L134842	4842	DCV-1910
61024	**280**	Sheriff	Coachmen	2001	Catalina Trailer	1TC3B369111301150	1150	BOI-6349

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61045	**280**	Sheriff	Chevrolet	2006	Silverado P/U	3GCEC14466G206906	6906	DFN-8116
61260	**280**	Sheriff	Ford	2009	Crown Victoria	2FAHP71V39X148181	8181	118-2716
61261	**280**	Sheriff	Ford	2009	Crown Victoria	2FAHP71V29X141142	1142	118-2717
61262	**280**	Sheriff	Ford	2009	Crown Victoria	2FAHP71V99X141154	1154	118-2718
61263	**280**	Sheriff	Ford	2009	Crown Victoria	2FAHP71V99X148248	8248	118-2119
61264	**280**	Sheriff	Ford	2010	Crown Victoria	2FABP7BV1AX137950	7950	118-2720
61265	**280**	Sheriff	Ford	2010	Crown Victoria	2FABP7BV8AX133295	3295	118-2721
61266	**280**	Sheriff	Ford	2010	Crown Victoria	2FABP7BV4AX133259	3259	118-2722
61267	**280**	Sheriff	Ford	2010	Crown Victoria	2FABP7BV7AX103754	3754	118-2723
61268	**280**	Sheriff	Ford	2010	Crown Victoria	2FABP7BV6AX136597	6597	118-2724
61269	**280**	Sheriff	Ford	2010	Crown Victoria	2FABP7BV3AX142180	2180	118-2713
61270	**280**	Sheriff	Ford	2010	Crown Victoria	2FABP7BVXAX133329	3329	118-2714
61526	**280**	Sheriff	Chrysler	2009	300	2C3KA53V09H632147	2147	DKF-2739
48428	**280**	Sheriff	Ford	2008	Expedition	1FMFU15528LA58805	8805	104-1596
62327	**280**	Sheriff	Chevrolet	2015	Express 3500 Van	1GCZGTCG5F1132204	2204	
62700	**280**	Sheriff	Chevrolet	2010	Silverado P/U	1GCPCPEXXAZ260441	0441	
62701	**280**	Sheriff	Chevrolet	2008	Suburban	3GNFC16088G171494	1494	
62235	**280**	Sheriff	Chevrolet	2014	Silverado P/U	3GCUKREC0EG244625	4625	
61304	**280**	Sheriff	Chevrolet	2015	Tahoe	1GNSKBKC6FR213231	3231	
62122	**280**	Sheriff	Chevrolet	2014	Silverado P/U	3GCUKREC1EG213190	3190	
62875	**280**	Sheriff	Chevrolet	2009	Tahoe	1GNEC03099R271700	1700	
62876	**280**	Sheriff	Chevrolet	2009	Tahoe	1GNEC03019R249254	9254	
62877	**280**	Sheriff	Chevrolet	2009	Tahoe	1GNEC03049R249992	9992	
62878	**280**	Sheriff	Chevrolet	2009	Tahoe	1GNEC03029R275586	5586	
62879	**280**	Sheriff	Chevrolet	2009	Tahoe	1GNEC03009R254638	4638	
62880	**280**	Sheriff	Chevrolet	2009	Tahoe	1GNEC03059R248558	8558	
62881	**280**	Sheriff	Chevrolet	2009	Tahoe	1GNEC03089R275561	5561	
62882	**280**	Sheriff	Chevrolet	2008	Tahoe	1GNEC03088R224804	4804	
63487	**280**	Sheriff	Cadillac	2010	Escalade	1GYUKKEF9AR191154	1154	CV8-P187
	280	Sheriff	Chevrolet	1997	Silverado Blazer	TEX 112809	2809	3LC-R79
	280	Sheriff	Mitsubishi	2001	Montero	JA4LS31R31P035236	5236	6OL-JW2
60882	**280**	Sheriff	Ford	2014	Expedition	1FMJU1F52EEF63297	3297	
60883	**280**	Sheriff	Ford	2014	Expedition	1FMJU1F50EEF63296	3296	
63203	**280**	Sheriff	Ford	2003	F-150 P/U	1FTRX18L13KA47005	7005	FFV-8953
63287	**280**	Sheriff	Chevrolet	2011	Suburban	1GNSCKE0RBR382950	2950	
62390	**280**	Sheriff	Chevrolet	2015	Tahoe	1GNSK2EC6FR527912	7912	
62391	**280**	Sheriff	Chevrolet	2015	Tahoe	1GNSK2EC7FR526073	6073	
62392	**280**	Sheriff	Ford	2014	F-150 P/U	1FTFW1EFXEKG08292	8292	
62393	**280**	Sheriff	Ford	2014	F-150 P/U	1FTFW1EF8EKG08291	8291	
62394	**280**	Sheriff	Ford	2015	F-250 P/U	1FT7W2B66FEB89288	9288	
63289	**280**	Sheriff	Utility	1998	Refrigerated Trailer	1UYVS2536WU707220	7220	
63288	**280**	Sheriff	International	2000	Navistar Eagle Tractor Truck	2HSCNAMR8YC079801	9801	
63478	**280**	Sheriff	Chevrolet	2002	Tahoe	1GNEC13Z52J332730	2730	
58728	**280**	Sheriff	Dayton	1999	Walther truck trailer	1PT01ACH4X9001968	1968	
63482	**280**	Sheriff	Homemade		16x8 Utility Trailer (black)			729-92M
59648	**280**	Sheriff	Ford	2013	F-150 P/U	1FTFX1CF1DKF67470	7470	CVL-0914
59649	**280**	Sheriff	Ford	2013	F-150 P/U	1FTFX1CF5DKF67469	7469	CVL-0916
59650	**280**	Sheriff	Ford	2013	F-150 P/U	1FTFX1CF3DKF67468	7468	CVL-0915
64981	**280**	Sheriff	Ford	2002	F-250 P/U	1FTNW21S82EC90896	0896	
68032	**280**	Sheriff	Hummer	1989	H1 - military hummer	62537	2537	
68033	**280**	Sheriff	Hummer	1991	H1 - military hummer	113432	3432	
68034	**280**	Sheriff	Hummer	1992	H1 - military hummer	127249	7249	
63422	**280**	Sheriff	Chevrolet	2015	Silverado P/U	3GCPCPEC5FG432220	2220	
63423	**280**	Sheriff	Chevrolet	2015	Silverado P/U	3GCPCPECXFG432228	2228	
63424	**280**	Sheriff	Chevrolet	2015	Silverado P/U	3GCPCPEC1FG432229	2229	
63425	**280**	Sheriff	Chevrolet	2015	Silverado P/U	3GCPCPEC1FG432232	2232	

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63426	**280**	Sheriff	Chevrolet	2015	Silverado P/U	3GCPCPEC0FG432237	2237	
63428	**280**	Sheriff	Chevrolet	2015	Silverado P/U	3GCPCPEC0FG432223	2223	
63427	**280**	Sheriff	Chevrolet	2015	Silverado P/U	3GCPCPEC3FG431986	1986	
63429	**280**	Sheriff	Chevrolet	2015	Silverado P/U	3GCPCPEC5FG432007	2007	
63430	**280**	Sheriff	Chevrolet	2015	Silverado P/U	3GCPCPEC8FG431997	1997	
63431	**280**	Sheriff	Chevrolet	2015	Silverado P/U	3GCPCPEC3FG432233	2233	
63440	**280**	Sheriff	Chevrolet	2015	Silverado P/U	3GCUKPEC1FG432219	2219	
63441	**280**	Sheriff	Chevrolet	2015	Silverado P/U	3GCUKPEC7FG432225	2225	
63261	**280**	Sheriff	Chevrolet	2015	Express Van	1GAZGZFG3F1274980	4980	
63433	**280**	Sheriff	Chevrolet	2015	Silverado P/U	3GCPCPEC2FG431977	1977	
63432	**280**	Sheriff	Chevrolet	2015	Silverado P/U	3GCPCPEC7FG431974	1974	
63355	**280**	Sheriff	Chevrolet	2015	Tahoe	1GNLC2EC8FR706213	6213	
63349	**280**	Sheriff	Chevrolet	2015	Tahoe	1GNLC2EC0FR706822	6822	GGD-3162
63350	**280**	Sheriff	Chevrolet	2015	Tahoe	1GNLC2EC6FR705562	5562	
63351	**280**	Sheriff	Chevrolet	2015	Tahoe	1GNLC2EC2FR705557	5557	
63356	**280**	Sheriff	Chevrolet	2015	Tahoe	1GNLC2EC5FR712017	2017	
63357	**280**	Sheriff	Chevrolet	2015	Tahoe	1GNLC2EC5FR709019	9019	
63358	**280**	Sheriff	Chevrolet	2015	Tahoe	1GNLC2ECXFR709761	9761	
63359	**280**	Sheriff	Chevrolet	2015	Tahoe	1GNLC2EC0FR710451	0451	
63360	**280**	Sheriff	Chevrolet	2015	Tahoe	1GNLC2ECXFR710554	0554	
63442	**280**	Sheriff	Chevrolet	2015	Silverado P/U	3GCUKPEC6FG434256	4256	GGD-1183
63363	**280**	Sheriff	Chevrolet	2015	Tahoe	1GNLC2ECXFR711266	1266	127-4659
63362	**280**	Sheriff	Chevrolet	2015	Tahoe	1GNLC2EC0FR710417	0417	127-4658
63361	**280**	Sheriff	Chevrolet	2015	Tahoe	1GNLC2EC0FR708327	8327	127-4656
63364	**280**	Sheriff	Chevrolet	2015	Tahoe	1GNLC2EC7FR712441	2441	127-4660
63434	**280**	Sheriff	Chevrolet	2015	Silverado P/U	3GCPCPEC7FG432235	2235	GGD-1184
63418	**280**	Sheriff	Chevrolet	2015	Silverado 4WD P/U	3GCUKPEC3FG440290	0290	127-4661
63419	**280**	Sheriff	Chevrolet	2015	Silverado 4WD P/U	3GCUKPEC3FG444873	4873	127-4662
63420	**280**	Sheriff	Chevrolet	2015	Silverado 4WD P/U	3GCUKPEC9FG445932	5932	127-4663
63421	**280**	Sheriff	Chevrolet	2015	Silverado 4WD P/U	3GCUKPECXFG444935	4935	127-4664
63435	**280**	Sheriff	Chevrolet	2015	Silverado P/U	3GCPCPEC7FG434261	4261	GGD-1185
63436	**280**	Sheriff	Chevrolet	2015	Silverado P/U	3GCPCPEC6FG434252	4252	GGD-1186
63443	**280**	Sheriff	Chevrolet	2015	Silverado P/U	3GCPCREC1FG432226	2226	GGD-1187
63417	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNSKBKC8GR106649	6649	GGD-1182
63438	**280**	Sheriff	Ford	2016	Explorer	1FM5K7B83GGA57981	7981	GGD-1188
63439	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNSCAKC6GR107810	7810	GGD-1189
63437	**280**	Sheriff	Chevrolet	2015	Silverado P/U	3GCPCPEC3FG433155	3155	GGD-1190
63365	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC5GR143120	3120	127-4665
63366	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC5GR143151	3151	127-4666
63367	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC8GR141572	1572	
63368	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDECXGR143128	3128	127-4668
63369	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC9GR141628	1628	127-4669
63352	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC9GR142133	2133	GGD-1191
63353	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC5GR141965	1965	GGD-1192
63354	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC3GR141981	1981	GGD-1193
63370	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC3GR141687	1687	127-4674
63371	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC9GR144335	4335	
65830	**280**	Sheriff	Nissan	2012	Juke	JN8AF5MR6CT115413	5413	GGD-1195
63379	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC0GR146779	6779	
63372	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC0GR147785	7785	
63374	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC0GR148984	8984	
63375	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC2GR146489	6489	
63373	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC9GR151253	1253	
63377	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC7GR141613	1613	
63378	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC7GR150652	0652	
63379	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC8GR146786	6786	

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63380	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDECXGR147891	7891	
63381	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC6GR151260	1260	
63382	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDECXGR150306	0306	
63383	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC6GR150285	0285	
63384	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC9GR147770	7770	
63385	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDECXGR147762	7762	
63386	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC5GR144123	4123	
63387	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC5GR146440	6440	
63388	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC4GR146476	6476	
63389	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC3GR146453	6453	
63390	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC9GR146859	6859	
63391	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC3GR145268	5268	
63392	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC3GR145481	5481	
63393	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC3GR146808	6808	
63398	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC3GR145254	5254	
63397	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC0GR146815	6815	
63396	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC0GR145535	5535	
63395	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC7GR152417	2417	
63394	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC0GR144059	4059	
63399	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC0GR150279	0279	
63400	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC7GR146522	6522	
63401	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC6GR146222	6222	
63402	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC1GR144409	4409	
63403	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC4GR146512	6512	
63404	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC6GR150271	0271	
63405	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDECXGR148992	8992	
	280	Sheriff	Homemade	2011	16x8 Utility Trailer (red)			897-53J
	280	Sheriff	Homemade	2011	10' Enclosed Utility Trailer (red)			897-52J
	280	Sheriff	Homemade	2008	Trailer			
	280	Sheriff	Utility	2001	Refrigerated Trailer	1UYVS25301M305220	5220	
67507	**280**	Sheriff	Volkswagon	2014	Jetta 2.0 GLI	3VW4R6AJ7EM285296	5296	
66377	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC1GR257647	7647	
63378	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC0GR256425	6425	
63379	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC8GR256320	6320	
66262	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNSKEKC7GR241994	1994	
63409	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC7GR264764	4764	
66382	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC2GR261027	1027	
66380	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC0GR259826	9826	
66381	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC2GR257754	7754	
63407	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC3GR265989	5989	
63408	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC0GR265920	5920	
66384	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC7GR258303	8303	
66383	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC7GR259774	9774	
63406	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC0GR147849	7849	
63410	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC3GR268522	8522	
63411	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC7GR270015	0015	
63412	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC5GR266450	6450	
65073	**280**	Sheriff	Ford	2016	F-550 P/U	1FD0X5HT4GEB42898	2898	
63413	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDECXGR271384	1384	
63415	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC0GR270776	0776	
63414	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC3GR271355	1355	
66508	**280**	Sheriff	Ford	2016	Explorer	1FM5K7B83GGC14957	4957	
63416	**280**	Sheriff	Chevrolet	2016	Tahoe	1GNLCDEC8GR270752	0752	
	280	Sheriff	Chevrolet	2008	Tahoe	1GNEC03028R271049	1049	
	280	Sheriff	Ford	2011	Crown Victoria	2FABP7BV2BX116378	6378	
	280	Sheriff	Ford	2008	F-150 P/U	1FTPW14V68KB55287	5287	

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	280	Sheriff	Ford	2002	E-350 Ambulance	1FDSE35F52HA50398	0398	
31321	**280**	Sheriff - Jail	Army	1977	Truck 2.5 T	M54M1249	1249	739-471
31322	**280**	Sheriff - Jail	Army	1977	Truck 2.5 T	1252860	2860	739-470
67799	**280**	Sheriff - Jail	Chevrolet	2016	Express Van	1GAZGNFGXG1300503	0503	
33900	**291**	Const P1	Chevrolet	1998	Lumina	2G1WL52M6W9199299	9299	770-040
39220	**291**	Const P1	Ford	2003	Crown Victoria	2FAFP71W43X158435	8435	843-027
42990	**291**	Const P1	Ford	2005	F-150 P/U	1FTPW14575KC32194	2194	885-480
43897	**291**	Const P1	Chevrolet	2002	Trailblazer	1GNDS13S722378717	8717	7TB-C11
45624	**291**	Const P1	Ford	2006	Expedition	1FMPU15526LA67361	7361	226-793
45625	**291**	Const P1	Ford	2006	Crown Victoria	2FAFP71W06X145055	5055	226-794
48258	**291**	Const P1	Ford	2009	F-150 P/U	1FTRW12W09KA27780	7780	106-1970
48764	**291**	Const P1	Ford	2009	F-150 P/U	1FTRW14879FA35530	5530	115-3522
48766	**291**	Const P1	Ford	2009	F-150 P/U	1FTRW14829FA35533	5533	103-4129
48769	**291**	Const P1	Ford	2009	F-150 P/U	1FTRW14899FA35531	5531	103-4127
52382	**291**	Const P1	Chevrolet	2011	Silverado P/U	3GCPKPEA0BG223625	3625	109-1481
52383	**291**	Const P1	Chevrolet	2011	Silverado P/U	3GCPKPEA4BG224695	4695	109-1479
52384	**291**	Const P1	Chevrolet	2011	Silverado P/U	3GCPKPEA6BG224651	4651	109-1478
55595	**291**	Const P1	Hummer	2004	M998 - military hummer	114423NG3VHW	3VHW	109-1632
55596	**291**	Const P1	Hummer	2007	M998 - military hummer	029212NZHP8	ZHP8	109-1626
55597	**291**	Const P1	Hummer	2007	M998 - military hummer	054583NZ1HNZ	1HNZ	109-1633
55737	**291**	Const P1	Chevrolet	2012	Tahoe	1GNLC2E01CR313980	3980	114-6678
55738	**291**	Const P1	Chevrolet	2012	Tahoe	1GNLC2E04CR314492	4492	114-6679
56201	**291**	Const P1	Blue Bird	1997	Bus	1BAAGC5A6VF071371	1371	109-1669
56202	**291**	Const P1	GMC	1993	S-10 P/U	1GCC514Z5P0173304	3304	109-1668
60550	**291**	Const P1	Jeep	2008	Patriot	1J8FT28W68D669652	9652	CPL-7896
60609	**291**	Const P1	Land Mark	1996	M35 Truck	2301694	1694	115-9798
62173	**291**	Const P1	Ford	2015	Explorer	1FM5K8AR3FGA70468	0468	
63481	**291**	Const P1	Ford	2015	Explorer	1FM5K8AR5FGB62147	2147	123-3768
63479	**291**	Const P1	Ford	2015	Explorer	1FM5K8AR7FGB62148	2148	
63480	**291**	Const P1	Ford	2015	Explorer	1FM5K8AR9FGB62149	2149	
63570	**291**	Const P1	Chevrolet	2015	Silverado 1500 Crew Cab 4x4 P/U	3GCUKPEC5FG439593	9593	125-5927
63571	**291**	Const P1	Chevrolet	2015	Silverado 1500 Crew Cab 4x4 P/U	3GCUKPECXFG445826	5826	
63572	**291**	Const P1	Chevrolet	2015	Silverado 1500 Crew Cab 4x4 P/U	3GCUKPECXFG443395	3395	125-5948
	291	Const P1	Trailer	1968	Military Surplus trailer	135	135	
65171	**291**	Const P1	Chevrolet	2016	Silverado 1500 Crew Cab 4x4 P/U	3GCUKNEC5GG164068	4068	
64653	**291**	Const P1	Chevrolet	2016	Silverado 1500 Crew Cab 4x4 P/U	3GCUKNEC3GG224302	4302	
	291	Const P1	Chrysler	2006	300	2C3KA43R36H226002	6002	
43885	**292**	Const P2	Ford	2005	F-150 P/U	1FTPW12505KC32198	2198	BHS-9205
49075	**292**	Const P2	Ford	2009	F-150 Crew Cab P/U	1FTRW12W29FB13293	3293	106-2136
49076	**292**	Const P2	Ford	2009	F-150 Crew Cab P/U	1FTRW12W99FB13291	3291	106-2141
52566	**292**	Const P2	Chevrolet	2010	Tahoe	1GNMCAE05AR231696	1696	109-7246
52567	**292**	Const P2	Chevrolet	2010	Tahoe	1GNMCAE02AR239352	9352	
61259	**292**	Const P2	Chevrolet	2008	Tahoe	1GNEC03088R227265	7265	118-2715
61270	**292**	Const P2	Ford	2010	Crown Victoria	2FABP7BVXAX133329	3329	118-2714
61591	**292**	Const P2	Chevrolet	2009	Tahoe	1GNEC03009R249911	9911	
61592	**292**	Const P2	Chevrolet	2009	Tahoe	1GNEC03089R254905	4905	
64997	**292**	Const P2	Chevrolet	2009	Tahoe	1GNEC03019R248864	8864	
63640	**292**	Const P2	Chevrolet	2016	Tahoe	1GNLCDEC8GR141846	1846	GFX-6368
63641	**292**	Const P2	Chevrolet	2016	Tahoe	1GNLCDEC1GR141915	1915	
63642	**292**	Const P2	Chevrolet	2016	Tahoe	1GNLCDEC9GR141712	1712	119-0298
63643	**292**	Const P2	Chevrolet	2016	Tahoe	1GNLCDEC7GR142292	2292	
63644	**292**	Const P2	Chevrolet	2016	Tahoe	1GNLCDEC6GR141991	1991	
65983	**292**	Const P2	Chevrolet	2016	Tahoe	1GNLCDEC3GR148266	8266	
69528	**292**	Const P2	Ford	2017	Explorer	1FM5K8AR3HGA37070	7070	
69529	**292**	Const P2	Ford	2017	Explorer	1FM5K8AR9HGA37073	7073	
69530	**292**	Const P2	Ford	2017	Explorer	1FM5K8AR0HGA37074	7074	

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69531	**292**	Const P2	GMC	2017	Explorer	1FM5K8AR0HGA37076	7076	
43094	**293**	Const P3	Ford	2005	Crown Victoria	2FAFP71WX5X123515	3515	890-259
43095	**293**	Const P3	Ford	2005	Crown Victoria	2FAFP71W15X123516	3516	886-672
45790	**293**	Const P3	Ford	2006	F-150 Super Cab P/U	1FTPX12V16KD82030	2030	230-188
45791	**293**	Const P3	Ford	2006	F-150 Super Cab P/U	1FTPX12V56KD82029	2029	230-190
45792	**293**	Const P3	Ford	2006	F-150 Super Cab P/U	1FTPX12V36KD82031	2031	230-192
47708	**293**	Const P3	Ford	2008	F-150 P/U	1FTPX14V28FB16668	6668	103-8708
47709	**293**	Const P3	Ford	2008	F-150 P/U	1FTPX14V08FB16667	6667	103-8707
47710	**293**	Const P3	Ford	2008	Crown Victoria	2FAFP71V08X138987	8987	102-4170
47872	**293**	Const P3	Ford	2003	Crown Victoria	2FAFP71W53X115044	5044	R43-WJP
49070	**293**	Const P3	Chevrolet	2009	Tahoe	1GNEC03049R243335	3335	109-2183
49071	**293**	Const P3	Chevrolet	2009	Tahoe	1GNEC03059R244607	4607	106-2184
49072	**293**	Const P3	Chevrolet	2009	Tahoe	1GNEC03099R244612	4612	95P-4575
51221	**293**	Const P3	Dempster	2010	Alley Cat Trailer	1D9RP1813AB388009	8009	900-3601
51222	**293**	Const P3	Dempster	2010	Alley Cat Trailer	1D9RP181XAB388007	8007	900-3600
51223	**293**	Const P3	Dempster	2010	Alley Cat Trailer	1D9RP1811AB388008	8008	900-3602
52755	**293**	Const P3	Chevrolet	2011	Tahoe	1GNLC2E04BR116851	6851	109-7250
52756	**293**	Const P3	Chevrolet	2011	Tahoe	1GNLC2E06BR118438	8438	109-7249
53960	**293**	Const P3	Ford	2011	F-150 Crew Cab P/U	1FTFW1CFXBKE10617	0617	112-5360
53961	**293**	Const P3	Ford	2011	F-150 Crew Cab P/U	1FTFW1CF1BKE10618	0618	112-5359
56522	**293**	Const P3	Chevrolet	2007	Trailblazer	1GNDS13S372228613	8613	BGO-3178
56523	**293**	Const P3	Ford	2004	F-150 P/U	1FTPW12544KA99105	9105	
56524	**293**	Const P3	Hummer	2007	H3 Hummer	5GTDN13E778234043	4043	8W3-1288
60320	**293**	Const P3	Chevrolet	2014	Tahoe	1GNLC2E09ER192960	2960	48J-4821
62395	**293**	Const P3	Chevrolet	2015	Tahoe	1GNLC2EC0FR253964	3964	
63737	**293**	Const P3	Ford	2016	Explorer	1FM5K8AR2GGA19092	9092	38K-7760
63738	**293**	Const P3	Ford	2016	Explorer	1FM5K8AR0GGA19091	9091	66C-2334
64652	**293**	Const P3	Chevrolet	2015	Tahoe	1GNL2C2C9FR526013	6013	
64828	**293**	Const P3	Chevrolet	2015	Tahoe	1GNLC2EC2FR531456	1456	
64829	**293**	Const P3	Chevrolet	2015	Tahoe	1GNL2C2C5FR626212	6212	
65314	**293**	Const P3	Chevrolet	2015	Tahoe	1GNL2CEC1FR537166	7166	
65410	**293**	Const P3	Chevrolet	2015	Tahoe	IGNSCAKC7FR712028	2028	06C-4419
69363	**293**	Const P3	Chevrolet	2016	Tahoe	1GNLCDEC2GR112925	2925	
49074	**294**	Const P4	Chevrolet	2009	Tahoe	1GNEC03049R245229	5229	106-2193
49078	**294**	Const P4	Ford	2009	F-150 P/U	1FTRW14869FB13294	3294	106-2144
56870	**294**	Const P4	Chevrolet	2013	Tahoe	1GNLC2E09DR232744	2744	BMW-3829
56871	**294**	Const P4	Chevrolet	2013	Tahoe	1GNLC2E08DR229088	9088	114-3156
56872	**294**	Const P4	Chevrolet	2013	Tahoe	1GNLC2E00DR230168	0168	114-3157
56873	**294**	Const P4	Chevrolet	2013	Tahoe	1GNLC2E0XDR230274	0274	114-3153
58963	**294**	Const P4	Dodge	2013	P/U	1C6RR7KTXDS663963	3963	CNL-3026
61922	**294**	Const P4	Ford	2011	Crown Victoria	2FABP7BV4BX117600	7600	118-2729
61923	**294**	Const P4	Ford	2011	Crown Victoria	2FABP7BV7BX116358	6358	118-2728
62381	**294**	Const P4	Dodge	2014	Ram 1500 SSV Crew Cab 4x4 P/U	1C6RR7XT1ES408144	8144	
62581	**294**	Const P4	Ford	2008	F-150 Super Cab P/U	1FTPX14V38FB53907	3907	118-2792
63739	**294**	Const P4	Lark United	2015	Trailer Enclosed	571BEO817FM011202	1202	
63500	**294**	Const P4	Ford	2015	Explorer	1FM5K8AR2GGA19044	9044	
63501	**294**	Const P4	Ford	2015	Explorer	1FM5K8AR6GGA19046	9046	
63502	**294**	Const P4	Ford	2015	Explorer	1FM5K8AR4GGA19045	9045	
63503	**294**	Const P4	Ford	2015	Explorer	1FM5K8AR8GGA19047	9047	
63504	**294**	Const P4	Ford	2015	Taurus	1FAHP2MK3FG175581	5581	
65982	**294**	Const P4	Chevrolet	2016	Tahoe	1GNLCDEC9GR118351	8351	127-4829
63505	**294**	Const P4	Ford	2015	Taurus	1FAHP2MK7FG173025	3025	132-0234
	294	Const P4	Mercedes Benz	2016	X5 SUV	WDDSJ5CB1GN226907	6907	
63506	**294**	Const P4	Dodge	2015	Ram 1500 P/U	1C6RR7XTXGS137202	7202	132-0233
42354	**300**	Fire Marshal	Wells Cargo	2004	RF61225P Trailer	1W4200E2942051261	1261	907-102
43132	**300**	Fire Marshal	Ford	2005	F-150 P/U	1FTPW14505KC32196	2196	39T-LC1

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44296	**300**	Fire Marshal	Fr Cargomat	2005	Trailer	5PKUCM2216W052206	2206	914-345
45536	**300**	Fire Marshal	Ford	2006	Crew Cab 4X4 P/U	1FTRW14W16FB17957	7957	BJ8-3281
56768	**300**	Fire Marshal	Chevrolet	2013	Tahoe	1GNSK2E08DR226545	6545	BKZ-4016
56769	**300**	Fire Marshal	Chevrolet	2013	Tahoe	1GNSK2E01DR226533	6533	114-3145
56770	**300**	Fire Marshal	Chevrolet	2013	Tahoe	1GNSK2E08DR227856	7856	114-3155
60272	**300**	Fire Marshal	Chevrolet	2014	Tahoe	1GNLC2E02ER198552	8552	CXH-8281
60273	**300**	Fire Marshal	Chevrolet	2014	Tahoe	1GNLC2E05ER198626	8626	CXH-8280
63508	**300**	Fire Marshal	Chevrolet	2016	Tahoe	1GNSCAKC6GR106902	6902	GCJ-7153
33446	**320**	Adult Probation	Top Hat		Trailer FB	4R7F51625WT018491	8491	968-848
55147	**320**	Adult Probation	Ford	2012	Escape	1FMCU0DGXCKC47846	7846	113-2155
60692	**320**	Adult Probation	Ford	2013	Escape	1FMCU0F7XDUB32392	2392	115-9686
AA001020	**320**	Adult Probation	Trailer	1994	Trailer Utility	TR178421	8421	972-949
AA001240	**320**	Adult Probation	Ford	1999	E-350 Econoline (Van 15 Pass)	1FBSS31L9XHB35796	5796	761-532
AA001299	**320**	Adult Probation	Ford	2000	E-350 Econoline (Van 15 Pass)	1FBSS31L1YHA14729	4729	772-423
AA001344	**320**	Adult Probation - Restitutio	Big Tex	2001	Trailer	4K8AX121611A73622	3622	994-679
AA001385	**320**	Adult Probation	Ford	2003	E-350 Van	1FBSS31L43HA69846	9846	866-571
AA001555	**320**	Adult Probation - Restitutio	Ford	2006	Wagon E-350	1FBSS31L46HA80365	0365	205-218
AA001861	**320**	Adult Probation	Ford	2008	Expedition	1FMFU15568LA86753	6753	106-1941
AA002029	**320**	Adult Probation	Ford	2004	Van	1FBSS31S54HA12435	2435	109-7312
AA002037	**320**	Adult Probation - Restitutio	Ford	2012	E-350 Econoline Van	1FBSS3BLXCDA12637	2637	111-8691
AA002134	**320**	Adult Probation	Ford	2011	E-350 Econoline (Van 15 Pass)	1FBSS3BL2BDB08809	8809	111-8632
AA002135	**320**	Adult Probation	Ford	2012	Escape	1FMCU0DG6CKC47844	7844	113-2157
AA002136	**320**	Adult Probation	Ford	2012	Escape	1FMCU0DG8CKC47845	7845	113-2156
AA002141	**320**	Adult Probation	Ford	2012	Escape	1FMCU0C78CKC29217	9217	113-2190
AA002205	**320**	Adult Probation	Ford	2014	Escape	1FMCU0F78EUA86188	6188	115-9738
AA002206	**320**	Adult Probation	Ford	2014	Escape	1FMCU0F7XEUA86189	6189	115-9737
AA002234	**320**	Adult Probation	Ford	2015	Escape SE	1FMCU0GX3FUA11687	1687	118-2779
AA002378	**320**	Adult Probation	Ford	2016	Escape SE	1FMCU0GX5GUA55322	5322	125-4693
AA002394	**320**	Adult Probation	Ford	2016	Escape SE	1FMCU0GX1GUA20793	0793	125-4694
	320	Adult Probation	Ford	217	Escape SE	1FMCU0GDXHUA68896	8896	
31172	**330**	Juvenile Justice Center	Ford	1997	Van Econoline	1FBHE31L8VHC01270	1270	727-268
36847	**330**	Juvenile Justice Center	Ford	2001	Van E-350	1FBS31L11HB58688	8688	814-292
41256	**330**	Juvenile Justice Center	Ford	2003	F-150 P/U	2FTRF17293CB15888	5888	859-415
44748	**330**	Juvenile Justice Center	Ford	2006	Passenger Van	1FBSS31L96HA92303	2303	208-886
46889	**330**	Juvenile Justice Center	Ford	2007	E-350 Van	1FBSS31677DA04888	4888	101-9793
49595	**330**	Juvenile Justice Center	Ford	2009	Passenger Van	1FBSS31L79DA49638	9638	106-2173
55363	**330**	Juvenile Justice Center	Ford	2012	Passenger Van	1FBSS3BL8CDA81603	1603	113-2162
59970	**330**	Juvenile Justice Center	Ford	2013	Van E-350	1FBSS38L6DDA77602	7602	115-9725
37485	**340**	Health	Toyota	2002	Tacoma P/U	5TENL42N82Z005849	5849	123-2658
37486	**340**	Health	Toyota	2002	Tacoma P/U	5TENL42N72Z005809	5809	125-4677
37487	**340**	Health	Toyota	2001	Tacoma P/U	5TENL42N82Z005737	5737	132-0226
37764	**340**	Health	Ford	2002	Van E-150	1FBSS31LX2HA44481	4481	119-0350
38580	**340**	Health	Ford	2003	F-150 P/U	1FTRF17263NA13622	3622	127-4796
39221	**340**	Health	Ford	2001	Taurus	1FAFP53UX1G131856	1856	125-6024
39222	**340**	Health	Ford	2001	Taurus	1FAFP53U91Z123945	3945	236-220
41168	**340**	Health	Ford	2005	F-150 P/U	1FTRF12265NB00852	0852	123-2657
41303	**340**	Health	Toyota	2004	Corolla	1NXBR32E44Z213116	3116	125-4682
41304	**340**	Health	Toyota	2004	Corolla	1NXBR32E44Z211706	1706	125-4681
42116	**340**	Health	Ford	2004	F-150 P/U	2FTRF17204CA35932	5932	865-506
42594	**340**	Health	Ford	2005	F-150 P/U	1FTRX12W45FA33565	3565	123-2656
43116	**340**	Health	Ford	2005	F-150 P/U	1FTRF12295NA47614	7614	132-0227
43267	**340**	Health	Ford	2005	E-150 Van	1FMRE11W95HA70005	0005	132-0228
43501	**340**	Health	Ford	2005	F-150 P/U	1FTRF12215NB44403	4403	125-4676
43502	**340**	Health	Ford	2005	F-150 P/U	1FTRF12215NB44404	4404	119-0351
43583	**340**	Health	Ford	2005	F-150 P/U	1FTRF122X5NB86389	6389	898-979
44354	**340**	Health	Ford	2006	Freestar Wagon	2FMZA51656BA20087	0087	132-0229

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45660	**340**	Health	Ford	2006	F-150 Ext. Cab P/U	1FTRF12266NB57974	7974	124-2113
45679	**340**	Health	Ford	2006	F-150 P/U	1FTR12W26NB57960	7960	125-4679
46214	**340**	Health	Ford	2007	Freestar Wagon	2FMZA51667BA15045	5045	132-0231
46215	**340**	Health	Ford	2006	Econoline Van	1FBSS31L76DB12829	2829	132-0230
46776	**340**	Health	Ford	2008	F-350 P/U	1FTWW33RX8EC06784	6784	119-8182
47351	**340**	Health	Holt Cat	2007	XQ30 trailer mounted Generator	16MPF08167D048625	8625	900-6689
47445	**340**	Health	Pace Ameri	2008	Trailer	47ZFB12178X055374	5374	900-3539
47703	**340**	Health	Ford	2008	F-150 P/U	1FTRF12W58KC73738	3738	119-8181
47704	**340**	Health	Toyota	2008	Sienna Mini Van	5TDZK23C58S135647	5647	132-0291
47705	**340**	Health	Toyota	2008	Sienna Mini Van	5TDZK23CX8S145798	5798	124-2148
48204	**340**	Health	Ford	2009	Escape	1FMCU03G79KA17952	7952	125-4680
48205	**340**	Health	Ford	2009	Escape	1FMCU03G99KA17953	7953	125-4678
48206	**340**	Health	Ford	2009	Escape	1FMCU03G09KA17954	7954	132-0339
48207	**340**	Health	Ford	2008	F-150 P/U	1FTRF12248KE41334	1334	124-2149
49969	**340**	Health	Tri Van	2009	Communication Mobile Unit	IT9DA182295957010	7010	903-1706
49970	**340**	Health	Comfort HM	2009	6x8x14 station combo	4C9TN14229MO81081	1081	903-1712
50299	**340**	Health	Ford	2010	F-250 P/U	1FTSW2B59AEA15869	5869	106-2199
51903	**340**	Health	Tri Van	2011	Communication Mobile Unit	IT9BA1825B5957032	7032	900-6504
53605	**340**	Health	Ford	2011	F-150 P/U	1FTMF1CM8BKD38578	8578	111-8636
53606	**340**	Health	Ford	2011	F-150 P/U	1FTMF1CM6BKD38580	8580	111-8635
53607	**340**	Health	Ford	2011	F-150 P/U	1FTMF1CMXBKD38579	8579	111-8637
54004	**340**	Health	Farber	2012	40MH7400 Mobile Clinic	1HTWCAAR2CJ050940	0940	113-2177
56867	**340**	Health	LDV Inc	2007	Decontaminator	4FGA624287C098871	8871	900-1399
59342	**340**	Health	Turtle Top	2013	Morgue Trailer #2	1Z91E1624DN427027	7027	900-6696
59944	**340**	Health	Ford	2014	Van E-150	1FTNE1EW1EDA03824	3824	115-9796
60116	**340**	Health	Ford	2014	Escape	1FMCU0F77EUB73368	3368	115-9823
60117	**340**	Health	Ford	2014	Escape	1FMCU0F75EUB73367	3367	115-9824
59041	**340**	Health	Bend	2011	Morgue Trailer #1 (LRGVDC)	5UZBE1825BD017528	7528	900-6812
64392	**340**	Health	Ford	2016	Escape 4WD	1FMCU0F71GUA55321	5321	127-4784
64388	**340**	Health	Ford	2015	F-150 P/U	1FTMF1C87FKE52760	2760	127-4831
64389	**340**	Health	Ford	2015	F-150 P/U	1FTMF1C89FKE52761	2761	127-4832
64390	**340**	Health	Ford	2015	F-150 P/U	1FTMF1C80FKE52759	2759	127-4834
64391	**340**	Health	Ford	2015	F-150 P/U	1FTMF1C80FKE52762	2762	127-4833
67883	**340**	Health	Ford	2017	Escape	1FMCU0F75HUA95757	5757	133-7650
67884	**340**	Health	Ford	2017	Escape	1FMCU0F73HUA95756	5756	133-7699
32694	**340**	Health - Sanitation	Ford	1998	F-150 P/U	1FTZF1726WNC25666	5666	749-323
36540	**340**	Health - Sanitation	Toyota	2001	Tacoma P/U	5TENM92N112829751	9751	127-4797
48372	**350**	WIC	Ford	2009	Expedition	1FMFK15569LA00378	0378	106-1959
48374	**350**	WIC	Ford	2009	Van E-350	1FTSE34P09DA15090	5090	106-1948
49507	**350**	WIC	Winnebago	2010	WFJ38S (38' RV)	4UZACLDU7ACAS3283	3283	109-7163
51550	**350**	WIC	Ford	2010	Transit Connect XLT Wagon	NMOKS9BN4AT027442	7442	109-7167
62333	**350**	WIC	Chevrolet	2015	Express Van	1GCZGTCL4F1134717	4717	
1740	**380**	Extension Service		1955	Trailer (2 wheel)			XF3-270
11792	**380**	Extension Service	Beafmaster		Chute/Port	XL2VG	L2VG	
31222	**380**	Extension Service	B&B	1997	Trailer 5x8 Util	1BAB5XBGC56026	6026	987-825
37765	**380**	Extension Service	Ford	2001	F-150 Super Cab P/U	1FTRX17W22NA62928	2928	824-673
42595	**380**	Extension Service	Ford	2005	F-350 Crew Cab P/U	1FTWW30525EB48635	8635	884-793
62771	**380**	Extension Service	Dodge	2015	Grand Caravan SE	2C4RDGBG7FR660324	0324	119-1739
1006	**HS**	Head Start	Chevrolet	2012	Express Van	1GCWGGCA0C1149364	9364	
1007	**HS**	Head Start	Chevrolet	2012	Express Van	1GCWGGCA9C1149427	9427	
1008	**HS**	Head Start	Chevrolet	2012	Express Van	1GCWGGCA8C1148690	8690	
1024	**HS**	Head Start	Chevrolet	2010	Van	1GCZGFBG1A1177765	7765	
1025	**HS**	Head Start	Chevrolet	2010	Van	1GCZGFBG5A1177705	7705	
1026	**HS**	Head Start	Chevrolet	2010	Van	1GCZGGBA1A1148414	8414	109-7146
1027	**HS**	Head Start	Ford	2003	Van	1FTRE14W13HA64311	4311	
1029	**HS**	Head Start	GMC	1997	Cargo Truck	1GDJG31R4V1045146	5146	724-344

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1033	**HS**	Head Start	Chevrolet	2002	Suburban	3GNEC16Z42G285669	5669	830-767
1034	**HS**	Head Start	Ford	1996	Van Cargo	1FTFE24H1THB49563	9563	714-128
1038	**HS**	Head Start	Chevrolet	2008	Van	1GCGG29C081187961	7961	
1039	**HS**	Head Start	Ford	2004	Econoline Van	1FTNS24W74HB38099	8099	880-226
1040	**HS**	Head Start	Chevrolet	2008	VAN	1GCGG29C781187651	7651	
1042	**HS**	Head Start	Chevrolet	2010	Van	1GCZGGBA3A1147717	7717	109-7146
1043	**HS**	Head Start	International	2010	Bus P-16	1GB9G5AG9A1167372	7372	10H-2753
1044	**HS**	Head Start	Chevrolet	2008	Silverado P/U	1GCEC19018E182604	2604	
1045	**HS**	Head Start	Ford	2005	F-150 P/U	1FTRF12W05NB86386	6386	201-293
1046	**HS**	Head Start	Chevrolet	2011	Silverado P/U	1GCOKVCGXBF125992	5992	
1047	**HS**	Head Start	Thomas	2011	Minotour Bus	1GB3G3BG9B1144894	4894	06K-7296
1048	**HS**	Head Start	GMC	2003	Cargo Van	1GTFG15T631196992	6992	873-942
1049	**HS**	Head Start	Chevrolet	2002	Suburban	3GNEC16Z72G286136	6136	830-766
1051	**HS**	Head Start	Chevrolet	2008	Silverado P/U	1GCEC19008E180567	0567	
1052	**HS**	Head Start	GMC	2005	Bus-Thomas	1GDJG31F321221153	1153	876-693
1053	**HS**	Head Start	Chevrolet	2010	Silverado P/U	1GCPCPE03AZ217899	7899	109-7148
1054	**HS**	Head Start	GMC	2005	Bus-Thomas	1GDJG31F021223491	3491	876-692
1055	**HS**	Head Start	International	2010	Bus P-16	1GB9G5AG9A1165265	5265	03C-4879
1492	**HS**	Head Start	International	2002	Bus P-45	1HVBRABM22A945768	5768	833-560
1520	**HS**	Head Start	International	2002	Bluebird Bus P-25	4DRBBABM03B579102	9102	
1603	**HS**	Head Start	International	1995	Bus Carp P-35	1HVBBABM1SH699646	9646	869-822
1725	**HS**	Head Start	International	1995	Bus Carp P-24	1HVBBABM9SH699653	9653	696-818
1775	**HS**	Head Start	International	1995	Carpenter Bus	1HVBBABM3SH699650	9650	696-823
1855	**HS**	Head Start	Thomas	2011	Minotour Bus	1GB3G3BG7B1144957	4957	65K-8213
2025	**HS**	Head Start	International	2002	Bus P-32	1HVBRABM02A945767	5767	
2058	**HS**	Head Start	International	2003	Bluebird Bus P-24	4DRBBABM93B579101	9101	
2063	**HS**	Head Start	International	2000	Bluebird Bus P-45	1HVBBABM21H396728	6728	
2064	**HS**	Head Start	International	2001	Bluebird Bus P-44	1HVBBABM41H396729	6729	
2096	**HS**	Head Start	Ford	2002	Van Cargo	1FTNE24L22HA59627	9627	
2129	**HS**	Head Start	Chevrolet	2000	Van Cargo	1GCFG15M9Y1135734	5734	784-846
2133	**HS**	Head Start	GMC	2006	Van Cargo	1GTGG29V261207643	7643	
2152	**HS**	Head Start	GMC	2002	Bus-Thomas	1GDJG31FX21224681	4681	876-694
2178	**HS**	Head Start	International	1997	Bus-Thomas	1HVBDABK2VH488100	8100	727-663
2195	**HS**	Head Start	International	2000	Bluebird Bus P-45	1HVBBABM01H396727	6727	
2196	**HS**	Head Start	Chevrolet	2002	Bus Mid P-13	1GBHG31F2Y1125496	5496	784-845
2197	**HS**	Head Start	International	1997	Bus-Thomas	1HVBBAAN2VH470665	0665	727-659
2217	**HS**	Head Start	Ford	2002	Van	1FTRE14W32HB73822	3822	
2257	**HS**	Head Start	International	1995	Bus Carp P-24	1HVBBABM7SH699652	9652	696-826
2272	**HS**	Head Start	International	2012	Bus P-47	4DRBUSKN1CB605280	5280	
2273	**HS**	Head Start	Blue Bird	2005	Bus	1BAKDCKH75F222017	2017	CV6-0005
2274	**HS**	Head Start	International	2007	Bus-Thomas	4UZAAWDD27CW74690	4690	
2411	**HS**	Head Start	International	1999	Bus P-45	1HVBBABM5XH209846	9846	770-411
2416	**HS**	Head Start	International	1999	Bus P-45	1HVBBABM7XH209847	9847	770-412
2468	**HS**	Head Start	International	1995	Bus Carp P-33	1HVBBABM5SH699648	9648	696-820
2718	**HS**	Head Start	Chevrolet	2013	Van	1GCWGGCA3D1143348	3348	
2814	**HS**	Head Start	International	2001	Bluebird Bus P-45	1HVBBABM91H396726	6726	
2815	**HS**	Head Start	International	2002	Bus P-45	1HVBRABM92A945766	5766	
2816	**HS**	Head Start	International	1999	Bluebird Bus P-66	1HVBBABP0XH209845	9845	
2817	**HS**	Head Start	International	2003	Bluebird Bus P-45	4DRBBABM23B579103	9103	851-234
2818	**HS**	Head Start	International	2012	Bus P-24	4DRBUSKMOCB385850	5850	
2819	**HS**	Head Start	Thomas	2011	Minotour Bus	1GB3G3BG2B1144994	4994	03F-1501
2820	**HS**	Head Start	International	2012	Bus P-47	4DRBUSKN3CB605281	5281	
2821	**HS**	Head Start	International	1995	Bus Carp P-33	1HVBBABM3SH699647	9647	696-821
2824	**HS**	Head Start	International	1995	Bus Carp P-34	1HVBBABM7SH699649	9649	696-819
2825	**HS**	Head Start	Mid	1997	Bus	1HVBDABKXVH488099	8099	727-662
2826	**HS**	Head Start	International	1995	Bus Carp	1HVBBABMOSH699654	9654	696-825

Hidalgo County Vehicle Insurance Listing

ASSET #	DEPT	DEPARTMENT NAME	MAKE	Year	MODEL	VIN #	Last 4#	LICENSE
2832	**HS**	Head Start	Chevrolet	2013	Van	1GCWGGCA0D1143906	3906	
2833	**HS**	Head Start	Chevrolet	2013	Van	1GCWGGCA5D1143805	3805	
3142	**HS**	Head Start	Chevrolet	2015	Express 2500 Van	1GCWGFCF5F1162119	2119	
3161	**HS**	Head Start	Chevrolet	2015	Express 2500 Van	1GCWGFCF7F1162039	2039	
3168	**HS**	Head Start	International	2013	Bus P-32	4DRBUC8N8GB008792	8792	
3188	**HS**	Head Start	Chevrolet	2015	Express 2500 Van	1GCWGFCF8F1244880	4880	
3199	**HS**	Head Start	Chevrolet	2015	Express 2500 Van	1GCWGFCF8F1278317	8317	
3251	**HS**	Head Start	Chevrolet	2016	Silverado 1500 P/U	1GCNCNEC7GZ374205	4205	
	HS	Head Start	Chevrolet	2017	Express 2500 Van	1GCWGAFFXH1112172	2172	

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$ 27,000.00

VALUE
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VALUE	
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$	89,789.00
$	21,483.00
$	21,478.00
$	22,660.00
$	25,390.00

AI-57370 **Closed Session** **20. C.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Frontier Southwest Incorporated

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/14/2016 03:59 PM
Final Approval	Monica Badillo	11/18/2016 05:28 PM
Form Started By: Aida Alvarez		Started On: 11/14/2016 03:43 PM
Final Approval Date: 11/18/2016		

AI-57377 **Closed Session** **20. D.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Norma Alcocer

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/15/2016 10:03 AM
Final Approval	Monica Badillo	11/18/2016 05:28 PM
Form Started By: Aida Alvarez		Started On: 11/15/2016 09:32 AM
Final Approval Date: 11/18/2016		

AI-57371 **Open Session** **22. C.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Frontier Southwest Incorporated

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/14/2016 03:59 PM
Final Approval	Monica Badillo	11/18/2016 05:28 PM
Form Started By: Aida Alvarez		Started On: 11/14/2016 03:48 PM
Final Approval Date: 11/18/2016		

AI-57378 **Open Session** **22. D.**

CC - REGULAR

Meeting Date: 11/22/2016

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Norma Alcocer

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/15/2016 10:03 AM
Final Approval	Monica Badillo	11/18/2016 05:28 PM
Form Started By: Aida Alvarez		Started On: 11/15/2016 09:34 AM
Final Approval Date: 11/18/2016		