

CSJ # 0921-02-170 & 0921-02-307
District # 21 – Pharr
Code Chart 64 # 50109
Project: Mile 2 West from Mile 12 N
to US 83
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §
COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For A
METROPOLITAN MOBILITY PROJECT
WITH STATE AND LOCAL FUNDS
(OFF- SYSTEM)**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the County of Hidalgo acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 113250, authorizing the State to undertake and complete a highway improvement generally described as the reconstruction of Mile 2 West Road called the "Project"; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated March 7, 2013, which is attached to and made a part of this agreement as Attachment "A" for the improvement covered by this agreement. A map showing the Project location appears in Attachment "B," which is attached to and made a part of this agreement.

WHEREAS, the State and the Local Government executed a contract on August 15, 2006, to effectuate their agreement for the reconstruction of Mile 2 West from Mile 12 N. Road to US 83; and,

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WHEREAS, it has become necessary to terminate that contract and replace it with this Advance Funding Agreement CSJ: 0921-02-170 project limits on Mile 2 West from Mile 12 N. Road to US 83.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

- A. The AFA CSJ 0921-02-170, executed on August 15, 2006 is terminated effective when signed by the last party whose signing makes this Agreement fully executed.
- B. This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Scope of Work

Preliminary Engineering, ROW acquisition and construction for Mile 2 West Road from Mile 12 N. Road to US 83 as shown on Attachment "B".

3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in the Project Budget – Attachment "C", which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Governments, or other parties is shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- B. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in

its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- C.** This Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D.** The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E.** The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this agreement or approved otherwise in an amendment to this agreement.
- F.** Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- G.** In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- H.** Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
- I.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- J.** The State will not pay interest on any funds provided by the Local Government.
- K.** If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.
- L.** If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the incremental payment schedule.

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- M. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- N. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- O. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

4. Termination of this Agreement

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

7. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
- B. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- C. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- D. The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
- E. Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

11. Construction Responsibilities

- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. The State will use its approved contract letting and award procedures to let and award the construction contract.
- C. Prior to their execution, the Local Government will be given the opportunity to review contract change orders that will result in an increase in cost to the Local Government.
- D. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- E. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

12. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

13. Right of Way and Real Property

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

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- B. If the Local Government is the owner of any part of the Project site under this agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

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- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of The State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by The State prior to its execution. A copy of the executed agreement shall be provided to The State.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
County Judge	Director of Contract Services Office
County of Hidalgo	Texas Department of Transportation
PO Box 1356	125 E. 11 th Street
Edinburg, Texas 78740	Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records

The parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all

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the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance

The Local Government shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

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25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

26. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A.** No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C.** The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

27. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State

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right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

28. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR website whose address is: <https://www.bpn.gov/ccr/default.aspx>;
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.
- C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

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30. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Ramon Garcia
Signature

Ramon Garcia
Typed or Printed Name

County Judge
Title

3/5/13
Date

APPROVED BY
COMMISSIONERS' COURT
ON: 3/5/13

THE STATE OF TEXAS

[Signature]
Kenneth Stewart

Deputy Director of Contract Services
Texas Department of Transportation

03/25/13
Date

March 5, 2013

16. **Planning Department - Raul Sesin:**

- A. 1. Preliminary Approval
a. Lantana Ranch Phase 2 Subdivision – Pct. 3 (Hector Cortez)

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

2. Final Approval with Financial Guarantee
a. Los Feliz Phase I Subdivision – Pct. 4 (Oscar Garza, Jr.)

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.
Vote: 4 - 0 - Unanimously

- B. 1. Reimbursement of a Cash Deposit
a. Cardinal Lake Subdivision – Pct. 4 (Franz Schamberger)

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

17. **Precinct #1 - Comm. Cuellar:**

- A. Pct.1 Mile 2 West:
Discussion, consideration, and approval of an Advance Funding Agreement (A.F.A.) between County of Hidalgo and Texas Department of Transportation for highway improvements to Mile 2 West CSJ# 0921-02-170 (from Mile 12 North Rd to US 83) with authority for County Judge to sign the required documents.

On motion by COMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

18. **Precinct #4 - Comm. J. Palacios:**

- A. Approval of Interlocal Cooperation Agreement between the County of Hidalgo and the Edinburg CISD (acquire tract of land for park purposes)

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

- B. Approval of Multiple Use Agreement by the State of Texas by and between the Texas Department of Transportation and Hidalgo County, Texas (for US 281 & SH 186 Linn-San Manuel Beautification Project)

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

19. **Budget & Management - Sergio Cruz:**

- A. Approval of 2012 unappropriation of funds for the following grants:

DATE	Fund	Amount
March 15, 2013	Stop Truncancy Grant - Fund 1285	\$1,024.71

A true copy I certify

ARTURO GUAJARDO, JR.

County Clerk, Hidalgo County, Texas

By _____ Deputy

March 5, 2013

There being no further business to come before said Court, the meetings of the Commissioners' Court and the Drainage District #1 Board are now hereby adjourned.

Dated this the 5th day of March, 2013

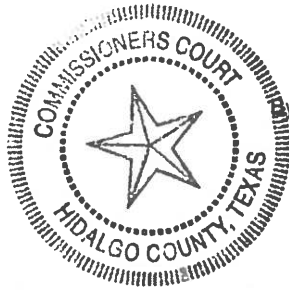
ARTURO GUAJARDO, JR., County Clerk
Hidalgo County, Texas

By: Priscilla Torres
Priscilla Torres, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on March 5, 2013.

Signed this 7th day of March, 2013

ATTEST:
ARTURO GUAJARDO, JR.
County Clerk and Ex-Officio Clerk
Of the Commissioners' Court of
Hidalgo County



Priscilla Torres
(Seal) Priscilla Torres, Deputy

DATE March 15, 2013

A true copy I certify

ARTURO GUAJARDO, JR.

County Clerk, Hidalgo County, Texas

By Priscilla Torres Deputy

CSJ # 0921-02-170 & 0921-02-307
District # 21 – Pharr
Code Chart 64 # 50109
Project: Mile 2 West from Mile 12 N to
US 83
Federal Highway Administration
CFDA # 20 205
Not Research and Development

**ATTACHMENT A
RESOLUTION OR ORDINANCE**

CSJ # 0921-02-170 & 0921-02-307
 District # 21 – Pharr
 Code Chart 64 # 50109
 Project: Mile 2 West from Mile 12 N to
 US 83
 Federal Highway Administration
 CFDA # 20.205
 Not Research and Development

ATTACHMENT C PROJECT BUDGET

This project has received a total of \$7,630,730 in SAFETEA-LU (Category 10) and Category 7, Metropolitan Mobility and Rehabilitation (7MM) funds. The SAFETEA-LU Funds are to be used for Preliminary Engineering, Right of Way and Construction, the federal share is 80% and the local government share is 20%. Category 7 funds are to be used for construction only and considering an 83% Economically Disadvantaged County Program reduction for the project, the federal share is 80%, the state share is 16.6% and the local government share is 3.4%. The Local Government will be responsible for 100% of all preliminary engineering direct state costs, 100% of all Construction contingencies, and 100% of all project costs exceeding the approved funding amount. The following is an estimated breakdown of the project costs and funding participation:

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation			
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	
Preliminary Engineering Cat 10 Earmark (by LG)	\$ 469,901	80%	\$ 375,921	0%	0%	\$ 0	0%	20%	\$ 93,980	
Right of Way – Off System Cat 10 Earmark (by LG)	\$ 430,000	80%	\$ 344,000	0%	0%	\$ 0	20%	20%	\$ 86,000	
Construction – Cat 7 (by State)	\$ 6,629,255	80%	\$ 5,303,404	0%	16.6%	\$ 1,100,456	20%	3.4%	\$ 225,395	
Construction – Cat 10 Earmark (by State)	\$ 101,574	80%	\$ 81,259	0%	0%	\$ 0	20%	20%	\$ 20,315	
Construction (by LG)	\$ 769,171	0%	\$ 0	0%	0%	\$ 0	100%	100%	\$ 769,171	
Subtotal	\$ 8,399,901		\$ 6,104,584			\$ 1,100,456			\$ 1,194,861	
Direct State Cost for Prelim. Engineering \$49,723	Environm. Direct State Costs (30%)	\$ 14,917	0%	\$ 0	0%	0%	\$ 0	0%	100%	\$ 14,917
	Right of Way Direct State Costs (10%)	\$ 4,972	0%	\$ 0	0%	0%	\$ 0	0%	100%	\$ 4,972
	Engineer. Direct State Costs (50%)	\$ 24,862	0%	\$ 0	0%	0%	\$ 0	0%	100%	\$ 24,862
	Utility Direct State Costs (10%)	\$ 4,972	0%	\$ 0	0%	0%	\$ 0	0%	100%	\$ 4,972
Construction Direct State Costs	\$ 375,000	0%	\$ 0	100%	0%	\$ 375,000	0%	0%	\$ 0	
Construction Contingencies	\$ 487,500	0%	\$ 0	0%	0%	\$ 0	0%	100%	\$ 487,500	
Indirect State Costs (6.2%)	\$ 465,000	0%	\$ 0	100%	0%	\$ 465,000	0%	0%	\$ 0	
Subtotal	\$ 1,377,223		\$ 0			\$ 840,000			\$ 537,223	
TOTAL	\$ 9,777,124		\$ 6,104,584			\$ 1,940,456			\$ 1,732,084	

CSJ # 0921-02-170 & 0921-02-307
District # 21 – Pharr
Code Chart 64 # 50109
Project: Mile 2 West from Mile 12 N to
US 83
Federal Highway Administration
CFDA # 20.205
Not Research and Development

Initial payment by the Local Government to the State:	\$ 49,723
Payment by the Local Government to the State before construction:	\$ 1,502,381
Less payment received from Local Government:	<u>\$ 10,000</u>
Estimated total payment by the Local Government to the State:	\$1,542,104

This is an estimate. The final amount of Local Government participation will be based on actual costs.

PROJECT FUNDING

Contractor: Foremost Paving, Inc.

File: 0921-02-170
County: HIDALGO

Let Date: 04/04/13
Area Office: Pharr

Contract Items:	\$5,474,037.50
E & C:	\$800,304.28
State Force (260):	\$0.00
Contract F/A:	\$160,300.00
Railroad F/A	\$0.00
Totals:	\$6,434,641.78

Cnty No:	Project Number	C S J	Contract Items	E & C	State F/A	Contractor F/A	RR F/A
109	HP 2008 (128)	0921-02-170	\$4,729,717.44	\$691,484.69	\$0.00	\$160,300.00	\$0.00
109	HP 2008 (128)	0921-02-307	\$744,320.06	\$108,819.59	\$0.00	\$0.00	\$0.00
Totals:			\$5,474,037.50	\$800,304.28	\$0.00	\$160,300.00	\$0.00
Total:				\$6,434,641.78			

LIMITS:

Mile 2 W From mile 12 north to 0.44 miles north of US 83
Mile 2 W- From 0.44 mile north of US 83 to US 83

NOTES:

ITEM DESCRIPTION:

CSJ 0921-02-170

1) TXDOT:

\$0.00

2) Contractor:

\$160,300.00

3) Railroad:

\$0.00

GT

\$0.00

\$160,300.00

\$0.00

CONTRACT NO. 04133203
 PROJECT HP 2008 (128)
 CONTROL 0921-02-170
 HIGHWAY CS
 COUNTY HIDALGO
 DISTRICT 21

HP
 2008
 128

PROJECT AGREEMENT ESTIMATE
 TEXAS DEPARTMENT OF TRANSPORTATION

CCSJ: 092102170

CONTRACTOR FOREMOST PAVING, INC.

ADDRESS WESLACO TX

ITEM NO. DESC S.P. CODE NO. ALT DESCRIPTION UNIT ESTIMATED QUANTITY PRICE PER UNIT AMOUNT
 PWP: N EDCP: N TAPERED MATCH: Y PRESERVATION %: 050 MOBILITY %: 050

DISTRICT 21 COUNTY HIDALGO CONTROL 0921-02-170 LENGTH 4.750 HP 2008 (128)

TYPE: RECONSTRUCT & WIDEN TO 2 LN RDWY
 LIMITS FROM: MILE 2 WEST, FROM MILE 12 NORTH
 TO : .44 MI NORTH OF US 83

CONTINGENCY %: 0.05 PCO %: 4.52 INDIRECT %: 5.15 ENGINEERING %: 4.90

ROADWAY URBAN NET LENGTH 4.750 MILES

ITEM NO.	DESC	S.P. CODE	NO. ALT	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT
0100	2002	002		PREPARING ROW	STA	251.200	500.000	\$ 125,600.00
0104	2017			REMOVING CONC (DRIVEWAYS)	SY	151.000	22.000	3,322.00
0110	2001			EXCAVATION (ROADWAY)	CY	33,109.000	6.800	225,141.20
0132	2006	011		EMBANKMENT (FINAL) (DENS CONT) (TY C)	CY	18,077.000	2.300	41,577.10
0160	2005			FURNISHING AND PLACING TOPSOIL	CY	50.000	50.000	2,500.00
0164	2023	006		CELL FBR MLCH SEED (FERM) (RURAL) (CLAY)	SY	114,322.000	.360	41,155.92
0164	2029	006		CELL FBR MLCH SEED (TEMP) (WARM)	SY	57,161.000	.320	18,291.52
0164	2031	006		CELL FBR MLCH SEED (TEMP) (COOL)	SY	57,161.000	.320	18,291.52
0168	2001			VEGETATIVE WATERING	MG	7,226.000	25.000	180,650.00
0204	2003			SPRINKLING (DUST CONTROL)	MG	1,004.800	1.500	1,507.20
0247	2225	041		FL BS (RDWY DEL) (TY E GR 4) (FINAL POS)	CY	25,844.000	21.400	553,061.60
0251	2021			REWORK BS MTL (TY A) (6") (ORD COMP)	SY	55,866.000	.500	27,933.00
0260	2011	003		LIME TRT (EXST MATL) (12")	SY	120,947.000	1.750	211,657.25
0260	2015	003		LIME TRT (NEW BASE) (8")	SY	116,298.000	1.400	162,817.20
0260	2043	003		LIME (HYD, COM OR QK) (SLURRY)	TON	2,669.000	121.000	322,949.00
0310	2001			PRIME COAT (MC-30)	GAL	22,887.000	4.450	101,847.15
0316	2718	016		AGGR (TIER II)	CY	954.000	31.800	30,337.20
0316	2706	016		ASPH (TIER II)	GAL	34,331.000	5.750	197,403.25
0400	2007	007		STRUCT EXCAV (SPECIAL)	CY	200.000	40.000	8,000.00
0402	2001			TRENCH EXCAVATION PROTECTION	LF	1,438.000	1.000	1,438.00
0416	2032	001		DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	96.000	200.000	19,200.00
0432	2001			RIPRAP (CONC) (4 IN)	CY	291.000	330.000	96,030.00
0432	2039			RIPRAP (MOW STRIP) (4 IN)	CY	66.200	260.000	17,212.00
0462	2003	015		CONC BOX CULV (4 FT X 2 FT)	LF	61.000	160.000	9,760.00

ITEM NO.	DESC CODE	S.P. NO.	ALT	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT
0462	2015	015		CONC BOX CULV (7 FT X 4 FT)	LF	128.000	295.000	37,760.00
0462	2017	015		CONC BOX CULV (7 FT X 6 FT)	LF	108.000	350.000	37,800.00
0464	2003	006		RC PIPE (CL I I I) (18 IN)	LF	1,190.000	25.000	29,750.00
0464	2005	006		RC PIPE (CL I I I) (24 IN)	LF	3,223.000	28.000	90,244.00
0464	2007	006		RC PIPE (CL I I I) (30 IN)	LF	1,004.000	60.000	60,240.00
0464	2009	006		RC PIPE (CL I I I) (36 IN)	LF	216.000	70.000	15,120.00
0464	2093	006		RC PIPE (CL I I I) (42 IN) (SPL)	LF	216.000	90.000	19,440.00
0464	2094	006		RC PIPE (CL I I I) (48 IN) (SPL)	LF	176.000	100.000	17,600.00
0465	2003	001		INLET (COMPL) (TY H)	EA	8.000	3,500.000	28,000.00
0465	2005	001		MANH (COMPL) (TY M)	EA	1.000	2,500.000	2,500.00
0466	2070			HEADWALL (CH-FW-0) (DIA= 42 IN)	EA	2.000	6,000.000	12,000.00
0467	2225			SET (TY II) (30 IN) (RCP) (4:1) (C)	EA	4.000	1,200.000	4,800.00
0467	2286			SET (TY II) (18 IN) (RCP) (6:1) (P)	EA	83.000	825.000	68,475.00
0467	2288			SET (TY II) (24 IN) (RCP) (6:1) (P)	EA	173.000	900.000	155,700.00
0467	2290			SET (TY II) (30 IN) (RCP) (6:1) (P)	EA	49.000	1,800.000	88,200.00
0467	2292			SET (TY II) (36 IN) (RCP) (6:1) (P)	EA	2.000	4,000.000	8,000.00
0467	2413			SET (TY I) (S=4FT) (HW=2FT) (6:1) (C)	EA	2.000	4,400.000	8,800.00
0496	2004			REMOV STR (SET)	EA	16.000	100.000	1,600.00
0496	2005			REMOV STR (WINGWALL)	EA	1.000	400.000	400.00
0496	2007			REMOV STR (PIPE)	EA	4,757.000	10.000	47,570.00
0496	2016			REMOV STR (PIPE)	EA	2.000	2,100.000	4,200.00
0500	2001	011		MOBILIZATION	LS	0.500	365,000.000	182,500.00
0502	2001	033		BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	24.000	3,000.000	72,000.00
0530	2010	006		DRIVEWAYS (CONC)	SY	5,466.000	50.000	273,300.00
0530	2011	006		DRIVEWAYS (ACP)	SY	3,016.000	21.000	63,336.00
0530	2005	006		INTERSECTIONS (ACP)	SY	1.315.000	31.600	41,574.00
0540	2001	031		MTL W-BEAM GD FEN (TIM POST)	LF	50.000	17.250	862.50
0540	2005	031		MTL W-BEAM GD FEN (TIM POST) RADIUS RAIL	LF	8.000	1,930.000	15,440.00
0544	2001	001		GUARDRAIL END TREATMENT (INSTALL)	EA	57.000	125.000	7,125.00
0560	2021	001		MAILBOX INSTALL-S (TWG-POST) TY 2 FND-TB	EA	9.000	165.000	1,485.00
0560	2022	001		MAILBOX INSTALL-D (TWG-POST) TY 2 FND-TB	EA	3.000	290.000	870.00
0560	2023	001		MAILBOX INSTALL-M (TWG-POST) TY 2 FND-TB	EA	32.000	8.000	256.00
0618	2024			CONDY (PVC) (SCHD 40) (4")	LF	30.000	2.000	60.00
0620	2009	001		ELEC CONDR (NO. 6) BARE	LF	60.000	2.000	120.00
0620	2010	001		ELEC CONDR (NO. 6) INSULATED	LF	950.000	1.400	1,330.00
0621	2004			TRAY CABLE (4 CONDR) (12 AWG)	LF	790.000	2.100	1,659.00
0625	2004	001		ZINC-COAT STL WIRE STRAND (3/8 IN)	LF	5.000	815.000	4,075.00
0628	2145	003		ELC SRV TY T 120/240 000 (NS)GS(L)TS (O)	EA	91.500	17.000	1,555.50
0636	2001	014		ALUMINUM SIGNS (TY A)	SF	37.000	390.000	14,430.00
0644	2001			IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	10.000	490.000	4,900.00
0644	2004			IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	2.000	415.000	830.00
0644	2056			RELOCATE SM RD SN SUP & AM TY 10BWG	EA	33.000	50.000	1,650.00
0644	2060			REMOVE SM RD SN SUP & AM	EA	13.000	24.000	312.00
0658	2241	006		INSTL DEL ASSM (D-SW)SZ 1 (FLX)GF2 (BI)	EA	40.000	41.500	1,660.00
0658	2314	006		INSTL OM ASSM (OM-2X) (WC) GND	EA	49,465.000	8.800	435,288.00
0666	2012	008		REFL PAV MKR TY I (W) 4" (SLD) (100MIL)	LF	266.000	3.800	1,010.80
0666	2048	008		REFL PAV MKR TY I (W) 24" (SLD) (100MIL)	LF	4,900.000	.360	1,764.00
0666	2105	008		REFL PAV MKR TY I (Y) 4" (BRK) (100MIL)	LF	12,173.000	3.260	39,684.78
0666	2111	008		REFL PAV MKR TY I (Y) 4" (SLD) (100MIL)	LF	400.000	3.200	1,280.00
0672	2015	034		REFL PAV MKR TY II-A-A	EA	5.000	900.000	4,500.00
0680	2001			INSTALL HWY TRF SIG (FLASH BEACON)	EA			

ITEM NO.	DESC NO.	S.P. NO.	ALT	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT
0682	2025	003		VEH SIG SEC (12 IN) LED (YEL)	EA	16.000	\$ 155.000	\$ 2,480.00
0682	2027	003		VEH SIG SEC (12 IN) LED (RED)	EA	24.000	\$ 155.000	\$ 3,720.00
0684	2010			TRF SIG CBL (TY A) (12 AWG) (5 CONDR)	LF	422.000	\$ 1.800	\$ 759.60
0686	2006			INS TRF SIG PL AM(S) STR (TY B) LUM	EA	8.000	\$ 3,650.000	\$ 29,200.00
1122	2002	001		ROCK FILTER DAMS (INSTALL) (TY 2)	LF	140.000	\$ 45.000	\$ 6,300.00
1122	2009	001		ROCK FILTER DAMS (REMOVE)	LF	140.000	\$ 20.000	\$ 2,800.00
1122	2017	001		CONSTRUCTION EXITS (INSTALL) (TY 2)	SY	1,560.000	\$ 30.000	\$ 46,800.00
1122	2019	001		CONSTRUCTION EXITS (REMOVE)	SY	1,560.000	\$ 15.000	\$ 23,400.00
1122	2037	001		TEMPORARY SEDIMENT CONTROL FENCE INSTALL LF	LF	4,365.000	\$ 2.250	\$ 9,821.25
1122	2048	001		BIODRD EROSN CONT LOGS (12" DIA)INSTALL LF	LF	3,895.000	\$ 7.000	\$ 27,265.00
1122	2056	001		BIODEGRADBLE EROSION CONTROL LOGS REMOVE LF	LF	3,895.000	\$.500	\$ 1,947.50
1122	2057	001		TEMPORARY SEDIMENT CONTROL FENCE REMOVE LF	LF	4,365.000	\$.750	\$ 3,273.75
3268	2039			D-GR HMA TY-D SAC-B PG64-22	TON	9,546.000	\$ 80.000	\$ 763,680.00
4035	2005			RC LOW HEAD PRSSR PIPE (CL III) (24")	LF	55.000	\$ 80.000	\$ 4,400.00
4035	2006			RC LOW HEAD PRSSR PIPE (CL III) (30IN)	LF	98.000	\$ 100.000	\$ 9,800.00
4061	2004			IRRIGATION VALVE (12")	EA	5.000	\$ 1,200.000	\$ 6,000.00
4061	2008			IRRIGATION WELL (24")	EA	2.000	\$ 3,000.000	\$ 6,000.00
4061	2010			IRRIGATION WELL (36")	EA	1.000	\$ 3,400.000	\$ 3,400.00
4061	2014			WELL GATE (24")	EA	2.000	\$ 2,000.000	\$ 4,000.00
4269	2002			PRESS IRRIG PVC PIPE (15 IN)	LF	480.000	\$ 30.000	\$ 14,400.00
4269	2003			PRESS IRRIG PVC PIPE (24 IN)	LF	200.000	\$ 70.000	\$ 14,000.00
6007	2001			REMOVING TRAFFIC SIGNALS	EA	2.000	\$ 1,150.000	\$ 2,300.00

SUBTOTAL \$ 4,729,717.44
 CONTINGENCIES 2,364.86
 PCO 213,783.23
 INDIRECT 243,580.45
 ENGINEERING 231,756.15

691,484.69

TOTAL ROADWAY URBAN \$ 5,421,202.13

18 CONTRACTOR FORCE ACCOUNT WORK (PART)

ITEM NO.	DESC NO.	S.P. NO.	ALT	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT
				EROSION CONTROL MAINTENANCE	LS	1.000	\$ 500.00	\$ 500.00
				SAFETY CONTINGENCY	LS	1.000	\$ 159,800.00	\$ 159,800.00
				TOTAL			\$ 160,300.00	\$ 160,300.00

CONTRACTOR FOREMOST PAVING, INC. ADDRESS WESLACO TX

ITEM NO.	DESC NO.	S.P. NO.	ALT	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT
				TAPERED MATCH: Y				
				PRESERVATION %: 000				
				MOBILITY %: 100				

DISTRICT 21 COUNTY HIDALGO CONTROL 0921-02-307 LENGTH .440 HP 2008 (128)

TYPE: RECONSTRUCT & WIDEN TO 2 LN RDWY
 LIMITS FROM: ON MILE 2 NORTH, .44 MI N OF US 83
 TO : US 83

CONTINGENCY %: 0.05 PCO %: 4.52 INDIRECT %: 5.15 ENGINEERING %: 4.90

ITEM NO.	DESC CODE	S. P. NO.	ALT	DESCRIPTION	NET LENGTH	.440 MILES	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT
0100	2002	002		PREPARING ROW			STA	19.900	\$ 500.000	\$ 9,950.00
0104	2017			REMOVING CONC (DRIVEWAYS)			SY	398.000	22.000	8,756.00
0104	2022			REMOVING CONC (CURB AND GUTTER)			LF	170.000	9.150	1,555.50
0110	2001			EXCAVATION (ROADWAY)			CY	2,051.000	6.800	13,946.80
0132	2006	011		EXCAVATION (FINAL) (DENS CONT) (TY C)			CY	275.000	2.300	632.50
0160	2005			EMBANKMENT (ROADWAY)			CY	50.000	50.000	2,500.00
0164	2023	006		FURNISHING AND PLACING TOPSOIL			CY	11,203.000	.360	4,033.08
0164	2029	006		CELL FBR MLCH SEED (PERM) (RURAL) (CLAY)			SY	11,203.000	.320	3,584.96
0164	2031	006		CELL FBR MLCH SEED (TEMP) (WARM)			SY	11,203.000	.320	3,584.96
0168	2001			CELL FBR MLCH SEED (TEMP) (COOL)			SY	708.000	25.000	17,700.00
0204	2003			VEGETATIVE WATERING			MG	160.000	1.500	240.00
0247	2225	041		SPRINKLING (DUST CONTROL)			MG	2,196.000	21.400	46,394.40
0251	2021			FL BS (RDWY DEL) (TY E GR 4) (FINAL POS)			CY	5,004.000	.500	2,502.00
0251	2205			REWORK BS MTL (TY A) (6") (ORD COMP)			SY	2,762.000	2.750	7,595.50
0260	2011	003		REWORK BS MTL (TY A) (9.5") (OC)			SY	10,248.000	1.750	17,934.00
0260	2017	003		LIME TRT (EXST MATL) (12")			SY	9,879.000	1.400	13,830.60
0260	2043	003		LIME TRT (MIX EXST MATL & NEW BASE) (8")			TON	227.000	121.000	27,467.00
0310	2001			LIME (HYD, COM OR QK) (SLURRY)			GAL	1,945.000	4.450	8,655.25
0316	2718	016		PRIME COAT (MC-30)			CY	82.000	31.800	2,607.60
0316	2706	016		AGGR (TIER II)			GAL	2,920.000	5.750	16,790.00
0354	2051			ASPH (TIER II)			SY	406.000	17.500	7,000.00
0400	2009	007		PLANE ASPH CONC PAV (0" TO 1 1/2")			SY	17.000	70.000	1,190.00
0416	2032	001		CUT & RESTORING PAV (CONC)			LF	24.000	200.000	4,800.00
0464	2003	006		DRILL SHAFT (TRF SIG POLE) (36 IN)			LF	1,048.000	25.000	26,200.00
0464	2005	006		RC PIPE (CL III) (18 IN)			LF	365.000	28.000	10,220.00
0465	2001	001		RC PIPE (CL III) (24 IN)			LF	4.000	3,500.000	14,000.00
0465	2005	001		INLET (COMPL) (TY C)			EA	3.000	2,500.000	7,500.00
0467	2286	001		MANH (COMPL) (TY M)			EA	17.000	825.000	14,025.00
0500	2001	011		SET (TY II) (18 IN) (RCP) (6:1) (P)			EA	0.500	365,000.000	182,500.00
0502	2001	033		MOBILIZATION			LS	5.000	3,000.000	15,000.00
0508	2002			BARRICADES, SIGNS AND TRAFFIC HANDLING			MO	5.000	24.000	65,288.00
0529	2012			CONSTRUCTING DETOURS			SY	2,762.000	24.000	65,288.00
0512	2008	002		CONC CURB & GUTTER (TY A) (BARRIER)			LF	40.000	60.000	2,400.00
0512	2009	002		PORT CTB (FUR & INST) (LOW PROF) (TY 1)			LF	1,840.000	6.050	11,132.00
0512	2044	002		PORT CTB (FUR & INST) (LOW PROF) (TY 2)			LF	200.000	9.650	1,930.00
0512	2045	002		PORT CTB (REMOVE) (LOW PROF) (TY 1)			LF	1,840.000	5.450	10,028.00
0530	2010	006		PORT CTB (REMOVE) (LOW PROF) (TY 2)			LF	200.000	9.000	1,800.00
0530	2011	006		DRIVEWAYS (CONC)			SY	253.000	50.000	12,650.00
0530	2011	006		DRIVEWAYS (ACP)			SY	753.000	21.000	15,813.00
0618	2012	001		MAILBOX INSTALL-S (TWC-POST) TY 2 FND-TB			EA	2.000	125.000	250.00
0618	2018	001		CONDIT (PVC) (SCHD 40) (1")			LF	10.000	5.000	50.00
0618	2018	001		CONDIT (PVC) (SCHD 40) (2")			LF	155.000	4.000	620.00
0618	2024	001		CONDIT (PVC) (SCHD 40) (4")			LF	8.000	8.000	64.00
0620	2009	001		ELEC CONDR (NO. 6) BARE			LF	6.000	2.000	12.00
0620	2010	001		ELEC CONDR (NO. 6) INSULATED			LF	12.000	2.000	24.00
0621	2004	001		TRAY CABLE (4 CONDR) (12 AWG)			LF	182.000	1.400	254.80
0624	2008	014		GROUND BOX TY A (122311) W/APRON			EA	2.000	550.000	1,100.00
0625	2004	001		ZINC-COAT STL WIRE STRAND (3/8 IN)			LF	140.000	2.100	294.00

Handwritten: \$ 108,819.52

ITEM NO.	DESC CODE	S.P. NO.	ALT	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT
0628	2145	003		ELC SRV TY T 120/240 000 (NS)GS(L)TS(O)	EA	1.000	\$ 815.000	\$ 815.00
0644	2001			IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	12.000	390.000	4,680.00
0644	2004			IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	1.000	490.000	490.00
0644	2060			REMOVE SM RD SN SUP & AM	EA	13.000	50.000	650.00
0662	2004			WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	LF	8,772.000	.320	2,807.04
0662	2032			WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)	LF	9,028.000	3.20	2,888.96
0662	2065			WK ZN PAV MRK NON-REMOV (W) 4" (DOT)	LF	94.000	10.800	1,015.20
0662	2067			WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	LF	48.000	3.200	153.60
0662	2039			WK ZN PAV MRK REMOV (W) 4" (SLD)	LF	667.000	1.200	800.40
0662	2106			WK ZN PAV MRK REMOV (Y) 4" (SLD)	LF	970.000	1.200	1,164.00
0662	2113			WK ZN PAV MRK REMOV (Y) 24" (SLD)	LF	40.000	10.800	432.00
0662	2115			WK ZN PAV MRK SHT TERM (TAB) TY W	EA	110.000	1.000	110.00
0662	2060	008		WK ZN PAV MRK SHT TERM (TAB) TY Y-2	EA	1,430.000	1.000	1,430.00
0662	2012	008		RFL PAV MRK TY I (W)BIKE RR XING(100MIL)	EA	50.000	80.000	4,000.00
0662	2033	008		REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	3,914.000	.320	1,252.48
0662	2036	008		REFL PAV MRK TY I (W) 8" (LNDP)(100MIL)	LF	15.000	4.090	61.35
0662	2042	008		REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	1,277.000	2.400	3,064.80
0662	2048	008		REFL PAV MRK TY I (W) 12" (SLD)(100MIL)	LF	166.000	4.800	796.80
0662	2105	008		REFL PAV MRK TY I (W) 24" (SLD)(100MIL)	LF	145.000	8.800	1,276.00
0662	2054	008		REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	460.000	380	174.80
0662	2096	008		REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	6.000	120.000	720.00
0662	2111	008		REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	6.000	140.000	840.00
0672	2012	034		REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	493.000	.360	177.48
0672	2015	034		REFL PAV MRKR TY I-C	EA	66.000	3.900	258.80
0680	2001			REFL PAV MRKR TY II-A-A	EA	29.000	3.200	92.80
0682	2025	003		INSTALL HWY TRF SIG (FLASH BEACON)	EA	1.000	900.000	900.00
0682	2027	003		VEH SIG S/C (12 IN) LED (YEL)	EA	4.000	155.000	620.00
0684	2010			VEH SIG SEC (12 IN) LED (RED)	EA	4.000	155.000	620.00
0684	2080			TRF SIG CBL (TY A) (12 AWG) (5 CONDR)	LF	80.000	1.800	144.00
0686	2006			TRF SIG CBL (TY C) (14 AWG) (2 CONDR)	LF	573.000	1.200	687.60
0688	2002			INS TRF SIG PL AM(S) STR (TY B) LUM	EA	2.000	3,650.000	7,300.00
1122	2002	001		VEH LP DETECT (SAWCUT)	LF	170.000	5.000	1,020.00
1122	2009	001		ROCK FILTER DAMS (INSTALL) (TY 2)	LF	20.000	45.000	900.00
1122	2017	001		ROCK FILTER DAMS (REMOVE)	LF	20.000	20.000	400.00
1122	2019	001		CONSTRUCTION EXITS (INSTALL) (TY 2)	SY	312.000	30.000	9,360.00
1122	2047	001		CONSTRUCTION EXITS (REMOVE)	SY	312.000	15.000	4,680.00
1122	2056	001		BIODGRD EROSN CONT LOGS (8" DIA) INSTALL	LF	680.000	6.000	4,080.00
3268	2039			BIODEGRADABLE EROSION CONTROL LOGS REMOVE	LF	680.000	.500	340.00
				D-GR HMA TY-D SAC-B PG64-22	TON	814.000	80.000	65,120.00
SUBTOTAL \$								744,320.06
CONTINGENCIES								372.16
PCO								33,643.27
INDIRECT								38,332.48
ENGINEERING								36,471.68
TOTAL ROADWAY URBAN								\$ 853,139.65

SUMMARY: CONTROL 0921-02-170 PROJECT HP 2008(128)
 ROADWAY URBAN \$ 5,421,202.13
 CONTRACTOR FORCE ACCOUNT WORK (PART) \$ 160,300.00

LENGTH
4.750

CONTR BID ITEMS \$ 4,729,717.44
 TOTAL CONTROL \$ 5,581,502.13

4.750

FUNDING TOTALS

APPN APPL CODE PCT	TOTAL PROJ COST	FED PCT	FED FUNDS	STA PCT	STATE FUNDS	LOC PCT	LOCAL FUNDS	PARTICIPATION TYPE CODE MULT
1110 100.0 \$	0.00	0.0	0.00	0.0	0.00	100.0	0.00	C 50109

FUNDING "FIXED" TOTALS

APPN APPL CODE PCT	TOTAL PROJ COST	FED PCT	FED FUNDS	STA PCT	STATE FUNDS	LOC PCT	LOCAL FUNDS	PARTICIPATION TYPE CODE MULT
L930 0.0 \$	101,574.00	80.0	81,259.20	0.0	0.00	20.0	20,314.80	C 50109
L230 0.0 \$	5,581,502.13	80.0	4,465,201.70	0.0	0.00	20.0	1,116,300.42	C 50109

CONTROL 0921-02-307 PROJECT HP 2008 (128)

ROADWAY URBAN

\$ 853,139.65

.440

CONTR BID ITEMS \$ 744,320.06
 TOTAL CONTROL \$ 853,139.65

.440

FUNDING TOTALS

APPN APPL CODE PCT	TOTAL PROJ COST	FED PCT	FED FUNDS	STA PCT	STATE FUNDS	LOC PCT	LOCAL FUNDS	PARTICIPATION TYPE CODE MULT
L230 100.0 \$	853,139.65	80.0	682,511.72	0.0	0.00	20.0	170,627.93	C 50109

5.190

TOTAL PROJECT \$ 6,434,641.78
 TOTAL BID ITEMS \$ 5,474,037.50

CONTRACT SUMMARY

	ESTIMATED COST	LENGTH
0921-02-170 HP 2008 (128)		
ROADWAY URBAN	\$ 5,421,202.13	4.750
CONTRACTOR FORCE ACCOUNT WORK (PART)	\$ -60,300.00	
TOTAL 0921-02-170	\$ 5,581,502.13	4.750
0921-02-307 HP 2008 (128)		
ROADWAY URBAN	\$ 853,139.65	.440
TOTAL 0921-02-307	\$ 853,139.65	.440
TOTAL BID ITEMS	\$ 5,474,037.50	
TOTAL CONTINGENCIES COST	\$ 2,737.02	
TOTAL PCO COST	\$ 247,426.50	
TOTAL INDIRECT COST	\$ 281,912.93	
TOTAL ENGINEERING COST	\$ 268,227.83	
TOTAL MISCELLANEOUS COST	\$ 160,300.00	
TOTAL COST	\$ 6,434,641.78	5.190

TEXAS DEPARTMENT OF TRANSPORTATION

CONTRACT SUMMARY

CONTRACT NUMBER	PROJECT NUMBER	COUNTY	TOTAL BID	TOTAL BID + C&I&E
04133203	HP 2008(128), ETC.	109	\$ 5,474,037.50	\$ 6,274,341.79
TOTALS			\$ 5,474,037.50	\$ 6,274,341.79