

STATE OF TEXAS

COUNTY OF HIDALGO

This Agreement entered into this 17th day of February 2015 by and between Hidalgo County, hereinafter called "OWNER", and IOC Company, LLC (a corporation, partnership, or individual) of Hidalgo County, State of Texas, hereinafter called "CONTRACTOR",

WITNESSETH: That for and in consideration of the payments and agreements, hereinafter mentioned, to be made and performed by OWNER, the CONTRACTOR hereby agrees with OWNER to commence and complete the construction of certain improvements described as follows:

PROJECT: Mile 2 North Roadway Reconstruction Project

PROJECT No. : 2014-153-07-16-YSS

hereinafter called "PROJECT", for the sum of One Million Five Hundred Sixty-nine Thousand Five Hundred Twenty-Three Dollars and Seventy-One Cents (\$1,569,523.71), and all extra work in connection therewith, under the terms as stated in the General Conditions and Supplementary General 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 Supplementary General Conditions, printed or written explanatory matter thereof, the specifications and contract documents as prepared by L&G Consulting Engineers, Inc., 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 **120 working days** after commencement of work. The CONTRACTOR further agrees to pay, as liquidated damages, the sum stipulated in the Specifications for each consecutive working 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.

IF CONFLICTS ARE FOUND BETWEEN THE HIDALGO COUNTY SPECIFICATIONS (AS DEFINED IN THE GENERAL CONDITIONS), IF ANY, AND THE TXDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES 2004, THE TXDOT SPECIFICATIONS WILL TAKE PRECEDENCE.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in four (4) counterparts, each of which shall be deemed and original, in the year and day first above mentioned.

APPROVED BY COMMISSIONER'S COURT ON: **February 17, 2015.**

CONTRACTOR

Print Name & Title

Name of Firm

Address

Fed I.D. # /SS #

Nancy Cuellar
Member

IOG Company L.L.C.

9312 East Curve Rd

Houma, LA 70364

36-4576062

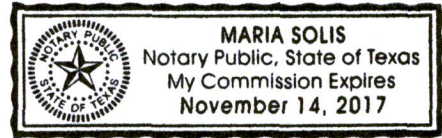


STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 17th day of February 2015, by (Title) Member of and on behalf of (A corporation) FOC Company, LLC.

[Signature]
Notary Public Signature



ATTEST:

COUNTY OF HIDALGO

[Signature]
Arturo Guajardo Jr., County Clerk

[Signature]
Ramon Garcia, County Judge

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: [Signature]
Stephen L. Crain



**AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
February 17, 2015
9:30 A.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. Roll Call

All members of the Court were counted present for the exception of Commissioner Pct. 4, Joseph Palacios.

2. Pledge of Allegiance

Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. Prayer

Jaime Longoria led the Court and Audience in Prayer.

At this time, the Court proceeded to Open Forum.

4. Approval of Consent Agenda

The Court moved to approve the Consent Agenda for the exception of Item 13.I to be pulled for discussion.

The Court proceeded to Items 21.I.1, 7.D, and 7.C.

5. Open Forum

Opal Billman spoke of the improper action by the court regarding her divorce, her private property, and the continuance of false imprisonment.

Fern McClaughtery questioned the funding toward the museum and the insurance company that will be deputized to sell license tags.

Rosie Garcia wanted to express her gratitude to Commissioner Cantu for the cleanup recently held in the Colonia Lopezville. She is also expressed her appreciation for the lighting, garbage pick-up, and for the attention her area.

D. Pct. 3

- 1. **AI -48369** Acceptance and approval of the final construction contract documents for the project: Hidalgo County Pct. #3-Mile 2 North Roadway Reconstruction (CC award-AI# 46415 of 09-23-14) to IOC Company , LLC in the total amount of \$1,569,523.71 (Contract No. C-14-153-02-17) with authority to execute contract.

Mrs. Salazar stated that the documents and bonds were not attached to the agenda because they were dated incorrectly; therefore, they were sent back for correction. She recommended approval subject to receipt of the corrected documents.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval subject to receipt of corrected documents.

Vote: 4 - 0 - Unanimously

E. Pct. 4

- 1. **AI -48413** Requesting approval to process the following invoices as claims with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by the County Auditor.

Vendor	Invoice No.	Amount
Arguindegui Oil Co.	B36825R-DM	\$5,437.16
Arguindegui Oil Co.	B37219R-DM	\$110.72

Mrs. Salazar informed the Court that the items purchased were not under the contract, but were ordered under existing purchase orders. The supplies were received and used; therefore, payment is owed. Mr. Eufrazio commented that he will not be able to pay the claims because he is prohibited to pay items that are not procured in accordance with the guidelines. After a brief discussion, he stated that he may only be able to pay a portion.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

F. Budget & Management



**SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR**

MILE 2 NORTH ROADWAY RECONSTRUCTION PROJECT

FROM LA HOMA RD. TO MOOREFIELD ROAD

BID NO. 2014-153

CSJ 0921-02-323

MAY 2014

PREPARED FOR:

Hidalgo County Precinct No. 3

L&G CONSULTING ENGINEERS, INC.

TBPE REG # F-4105



The seal appearing on this
document was authorized by
ARMANDO J. SANDOVAL, P.E.

MAY 5, 2014

Advertisement for BidsA1

Responsive & Nonresponsive Proposal Checklist..... B1

Receipt of Addenda..... C1

Proposal to Hidalgo County..... D1

Bid Bond..... E1

Bidder's Bond/Check Return F1

Total Bid Amount..... G1

Bid Proposal Sheets..... H1

Child Support Business Ownership Form..... I1

Disclosure of Lobbying Activities J1

Certifications by Proposal Signature K1

Interest in Other Bid Proposals for this Work

Non-Collusion

Child Support

Contractor's Assurance

DBE Requirements

Notice to Contractors..... L1

Eligibility of Bidders

Buy America

Equipment Rental Rates

Time Extensions

Liquidated Damage Rate

Termination of Contract

Safety & Trench Protection

Differing Site Conditions..... M1

Convict Labor and Convict Produced Materials N1

Change Orders..... O1

Hidalgo County Forms

Construction Contract..... P1

Performance Bond..... P3

Payment Bond..... P5

Certificate of Owner's Attorney P7

Sales Tax Statement P8

Bidder Application..... P9

Form W-9..... P10

Engineer's Seal Q1
General Notes R1
Specification List S1
Special Provisions T1
Form FHWA-1273 U1
Wage Rate Determinations V1
Special Specifications W1
STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT X1
SUPPLEMENTAL GENERAL CONDITIONS Y1

Hidalgo County would like to invite you to submit a bid on the following:

BID No.: 2014-153-07-16-YSS	Project Name: Mile 2 North Roadway Reconstruction Project
Project scope consists of reconstructing an existing roadway facility to a 54' f-f curb and gutter section with storm drain pipes, signing, delineation, flashing beacons, and pavement markings from La Homa Rd. to Moorefield Rd..	

Interested contractors may obtain bid packets at Project Engineer's office: **L&G Engineering, Mr. Damien Tijerina, P.E. 900 S. Stewart Rd. Suite 5, Mission, Texas (956) 585-1909** for the amount of \$100.00 (**non-refundable**). Proposals will be posted on Hidalgo County's website at: www.co.hidalgo.tx.us.

A **Non-Mandatory Pre-Bid Conference** will be held on **Monday, July 7, 2014 at 3:00 p.m.** at **Hidalgo County Purchasing Department Conference Room located at 2802 S. Business Hwy 281, Edinburg, Texas.**

Sealed bids shall be properly identified as follows: **Bidders' name and address** on the upper left hand corner and "**Bid No. 2014-153-07-16-YSS Mile 2 North Roadway Reconstruction Project**" on the lower left hand corner of sealed envelope/and or packet. Overnight mail shall also be properly labeled on the outside of the 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, Edinburg, TX (Southeast of Canton Rd & Business Hwy 281)

Sealed bids will be accepted until **3:00p.m. on Wednesday, July 16, 2014**. They will be opened and read aloud at 4:01p.m. in the **Hidalgo County Purchasing Department Conference Room located in the Hidalgo County New Administration Building at 2802 S. Business Hwy 281, Edinburg, Texas**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Eligibility of Bidders: Any Contractor intending to bid on this project to be awarded by Hidalgo County must be prequalified by Texas Department of Transportation (TxDOT). If Contractor is not prequalified, the Contractor must submit a satisfactory Confidential Questionnaire Form and an audited financial statement, or a Bidder's Questionnaire Form to the TxDOT Construction Division at least ten (10) days prior to the date that bids are to be opened. Obtain prequalification forms from the TxDOT Construction Division.

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.

Davis-Bacon Prevailing Wage Rates

Bidders must adhere to Texas State Prevailing Wage Requirements for Hidalgo County and Davis-Bacon Federal Wage Rates, including Certified Payroll. Be advised applicable wage rates may change. 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.

Disadvantaged Business Enterprise Policy

This project is financed in part by Federal funds. A 6% DBE goal has been established for this project in accordance with 49 CFR Part 26. Notice of Requirement for Affirmative Action to Ensure Equal Opportunity (Executive Order 11246, as amended).

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 Project Engineer. Please follow with a call to confirm receipt of RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be submitted by **Tuesday, July 8, 2014**. Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the 3rd day of JUNE, 2014.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

The bidder must complete the following proposal items to be considered **RESPONSIVE**:

- The Bidder must be pre-qualified by TxDOT per the TxDOT 2004 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges; Item 2 Instructions to Bidders; Section 2.2 Eligibility of Bidders. Obtain prequalification forms from the Texas Department of Transportation Construction Division.
- Page C1 - The "Addendum Acknowledgement" must be check marked in the appropriate box(es). The Bidder may contact L&G Consulting Engineers, Inc. at ASandoval@LGEEngineers.com to verify the number of Addendums that have been issued for this project.
- Page D1 - The "Proposal to Hidalgo County" must be signed.
- Page E1 - The "Bid Bond" must be completed and signed, provided the bidder does not submit a proposal guaranty in the form of a Cashier's Check, Teller's Check, or Bank Money Order. A "Bid Bond" must be issued per the instructions provided and submitted as a part of the Proposal. The "Proposal Guaranty" or Bid Bond must be payable to Hidalgo County.
- Page F1 - Complete the "Bidder's Bond/Check Return".
- Page G1 - Complete the "Total Bid Amount" form.
- Pages H1 thru H8 - Complete the "Bid Proposal Sheets" with Unit Prices and Extensions for every item. Sign the Bid.
- Page I1 - Complete the Child Support Business Ownership Form and Sign.
- Page J1 - Complete the "Disclosure of Lobbying Activities" if applicable. If not applicable to the Bidder, then indicate "NOTHING TO REPORT" on the first page of the form.
- Page K1 - Check the appropriate response, yes or no, under "Certification of Interest".
- Enclose the complete proposal form with the Guarantee Check or Bid Bond in a plain sealed envelope marked to indicate the contents and submit to the County Official **prior to 3:00 P.M. on July 16, 2014** as follows.

Bidder's Name
Bidder's Address

Martha L. Salazar, CPPB, Hidalgo County Purchasing Department
Hidalgo County New Administration Building
2812 S. Business Hwy 281
Edinburg, TX 78539

Bid No. 2014-153
Mile 2 North Roadway Reconstruction Project

The Bid Opening will be at **3:01 P.M. on July 16, 2014** in Hidalgo County Purchasing Department Conference Room located in the Hidalgo County New Administration Building at 2802 S. Business Hwy 281, Edinburg, Texas

A proposal that has one or more of the deficiencies listed in Article 2.7 is **NONRESPONSIVE** and will not be considered.

ADDENDUM ACKNOWLEDGEMENT

FAILURE TO ACKNOWLEDGE RECEIPT OF AN ADDENDUM WILL RESULT IN THE BID NOT BEING READ.

Each Bidder is required to acknowledge receipt of an addendum issued for a specific project. This page is provided for the purpose of acknowledging addendum(s). Any addenda issued amending his proposal and/or plans that have been acknowledged by the bidder, become part of this proposal.

The bidder by affixing their signature to this signature page of this proposal is acknowledging that they have taken the addendum (s) into consideration when preparing their bid and that the information contained in the addendum will be included in the contract, if awarded by the City Council or other designees.

Receipt is hereby acknowledged of the following Addenda to the Contract Documents.

Addendum No. 1

Addendum No. 2

Addendum No. 3

Addendum No. 4

PROPOSAL TO HIDALGO COUNTY

Mile 2 North Roadway Reconstruction Project

Bid No. 2014-153-07-16-YSS

The quantities in the proposal are approximate. The quantities of work and materials may be increased or decreased as considered necessary to complete the work as planned and contemplated.

This project is to be completed in 120 Working Days and will be accepted when fully completed and finished to the satisfaction of the Engineer or designee.

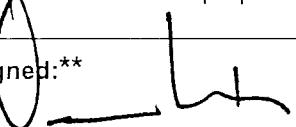
Provide a proposal guaranty in the form of a Cashier's Check, Teller's Check (including an Official Check) or Bank Money Order on a State or National Bank or Savings and Loan Association, or State or Federally chartered Credit union made payable to Hidalgo County in the amount of 5% of the Bidder's Total Bid.

A bid bond may be used as the required proposal guaranty. The bond form included in this bid proposal book may be detached from the proposal for completion. The proposal book may not be disassembled to remove the bond form. The bond must be in accordance with Item 2 of the specifications.

By signing this proposal the bidder certifies:

1. the only persons or parties interested in this proposal are those named and the bidder has not directly or indirectly participated in collusion, entered into an agreement or otherwise taken any action in restraint of free competitive bidding in connection with the above captioned project.
2. in the event of the award of a contract, the organization represented will secure payment and performance bonds for the full amount of the contract.
3. the signatory represents and warrants that they are an authorized signatory for the organization for which the bid is submitted and that they have full and signatory authority to submit this bid on behalf of their firm.
4. that the certifications and representations contained in the proposal are true and accurate and the bidder intends the proposal to be taken as a genuine government record.
5. that the bid prices contained in the proposed have been carefully checked and are submitted as correct and final.
6. See Section "CERTIFICATIONS BY PROPOSAL SIGNATURE" for additional certifications made by signing this proposal.

Signed:**

(1)  (2) _____ (3) _____

Print Name: **Oscar Cuellar, P.E.
Managing Member**
(1) _____ (2) _____ (3) _____

Title: **Oscar Cuellar, P.E.
Managing Member**
(1) _____ (2) _____ (3) _____

Company: **IOC Company, L.L.C.**
(1) _____ (2) _____ (3) _____

Signatures shall comply with Item 2 of the specifications.

**Note: Complete (1) for single venture, through (2) for joint venture and through (3) for triple venture.

When the working days field contains an asterisk () refer to the Special Provisions and General Notes.

The bidder proposes and agrees to perform all work of whatever nature required, in strict accordance with the drawings and specifications, for the following sum of prices, to which:

It is understood that the work proposed to be done will be accepted when fully completed in accordance with the Contract Drawings.

It is understood that Hidalgo County reserves the right to reject any and all bids and to waive any minor informality received in the bids.

In the event of the award of a Contract to the Company named above, the Company will furnish a Performance Bond and a Payment Bond for the full amount of the Contract and a Certificate of Insurance, secure proper compliance with the terms and provisions of the Contract, to insure and guarantee the work until final completion and acceptance to guarantee payment of all lawful claim for labor performed and materials furnished in the fulfillment of the Contract, and to guarantee the Bidder is covered by insurance as required by the Contract Documents.

KNOWN ALL MEN BY THESE PRESENTS,

IOC Company, L.L.C.

that we, the undersigned, (Contractor Name)

as Principal, and (Surety Name) Darwin National Assurance Co.

as Surety, are hereby held and firmly bound unto HIDALGO COUNTY as Owner in the penal sum of (5% of the Contractor's total bid) \$ 80,000

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns,.

Signed, this 16th day of July 20 14

The condition of the above obligation is such that whereas the Principal has submitted to Hidalgo County a certain Bid, attached hereto and hereby made a part hereof to enter a contract in writing, for the Mile 2 North Roadway Reconstruction Project.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

By: [Signature] IOC Company, L.L.C. **Oscar Cuellar, P.E. Managing Member**

 _____ (Contractor/Principal Name) **Oscar Cuellar, P.E. Managing Member**

(Signature and Title of Authorized Signatory for Contractor/Principal)

* By: SEE ATTACHED BID BOND

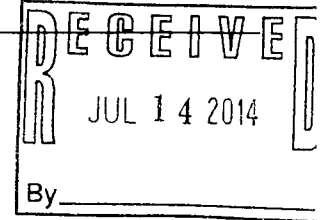
 _____ (Surety Name)
SEE ATTACHED BID BOND

(Signature of Attorney-in-Fact)

*Attach Power of attorney (Surety) for Attorney-in-Fact

Impressed
Surety Seal
Only

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE IOC Company, LLC

9312 E. Curve Street Edinburg TX 78542

as Principal, hereinafter called the Principal, and Darwin National Assurance Company

1690 New Britain Avenue, Suite 101 Farmington CT 06032

a corporation duly organized under the laws of the State of DE

as Surety, hereinafter called the Surety, are held and firmly bound unto Hidalgo County Precinct No.3

2802 S. Business Hwy 281 Edinburg TX 78539

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of the Greatest Amount Bid


Dollars (\$ 5% G.A.B.),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

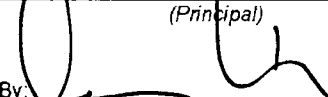
WHEREAS, the Principal has submitted a bid for Roadway Reconstruction Project

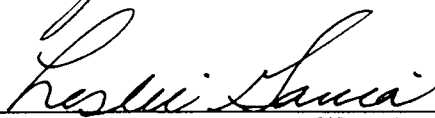
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16th day of July, 2014

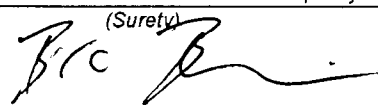

(Witness)

IOC Company, LLC
(Principal)

By: 
(Seal)
Oscar Cuellar, P.E.
Managing Member
(Title)


Leslie Garcia
(Witness)

Darwin National Assurance Company

(Surety) (Seal)
By: 
Attorney-in-Fact Brock Baldwin
(Title)

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance:

**P.O. Box 149104
Austin, Texas 78714-9104
Fax No. (512) 475-1771**

PREMIUM or CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document.

Notice of Applicability of Chapter 2253 of the Texas Government Code

These bonds are furnished in an attempt to comply with Chapter 2253 of the Texas Government Code. These bonds shall be construed to comply with such Chapter regarding the rights created, limitations on those rights, and remedies provided. Any provision in the bonds to which this Rider is attached that expands or restricts a right or liability under such Chapter shall be disregarded, and such Chapter shall apply to these bonds.



DARWIN NATIONAL ASSURANCE COMPANY

30 S. 17th St., Suite 810, Philadelphia, PA 19103

POWER OF ATTORNEY

Issue Date: June 17, 2014

No. 185

Single Transaction Limit: \$ 10,000,000

KNOW ALL MEN BY THESE PRESENTS:

Darwin National Assurance Company, a Delaware corporation (the "Company") does hereby appoint

NAME(s):	<u>Brock Baldwin</u>	<u>Brady K. Cox</u>
	<u>Darrell Blaine Allen</u>	<u>William D. Baldwin</u>

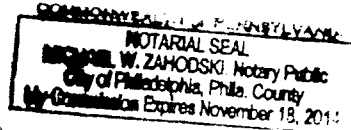
FIRM: Baldwin-Cox Agency

OFFICE LOCATION: 5930 Preston View Boulevard, #200, Dallas, TX 75240

It's true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby. This Power of Attorney shall remain in full force and effect for one year from the issued date above-referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF, DARWIN NATIONAL ASSURANCE COMPANY has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 17th day of June, 2014



State of Pennsylvania)
County of Philadelphia) ss.

Name: Robert E. Staples
Title: Senior Vice President

On this 17th day of June, 2014, before me came the above-named officer of DARWIN NATIONAL ASSURANCE COMPANY, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

Notary: Michael W. Zahodski
My Commission Expires: 11-18-2014

CERTIFICATE

Excerpt of Resolution adopted by the Board of Directors of the DARWIN NATIONAL ASSURANCE COMPANY, on December, 2012:

"RESOLVED, that the President, or any Vice President be and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business.

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof.

"RESOLVED, that the facsimile or mechanically reproduced signature of the Secretary of the Company, whether made heretofore or hereafter, wherever appearing, upon a copy of any Power of Attorney of the Company, with signatures affixed as next above noted, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, TIMOTHY J. CURRY, Secretary of the DARWIN NATIONAL ASSURANCE COMPANY do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this 16th day of July, 2014

Secretary

IMPORTANT

The space provided for the return address must be completed to facilitate the return of your bidder's check. Care must be taken to provide a legible, accurate, and complete return address, including zip code. A copy of this sheet should be used for each different return address.

NOTE

Successful bidders will receive their guaranty checks with the executed contract.

RETURN BIDDERS CHECK TO (PLEASE PRINT) (Complete this section for submission with the Proposal):

IOC Company, L.L.C.
9312 East Curve Rd
Edinburg, TX 78540

Project No.: Bid No. 2014-153-07-16-YSS
 Project Name: Mile 2 North Roadway Reconstruction Project

(Complete this section, below, when the Bid Bond/Check is returned to the Bidder)

**IMPORTANT
PLEASE RETURN THIS SHEET IN ITS ENTIRETY**

Please acknowledge receipt of this check(s) at your earliest convenience by signing below in longhand, in ink, and returning this acknowledgement in the enclosed self addressed envelope.

Check Received By: _____ Date: _____

Title: _____

For (Contractor's Name): _____

Project No.: Bid No. 2014-153-07-16-YSS
 Project Name: Mile 2 North Roadway Reconstruction Project

TOTAL BID AMOUNT

In the space provided below, please enter your total bid amount for this project. Only this figure will be read publicly at the public bid opening.

It is understood and agreed by the bidder in signing this proposal that the total bid amount entered below is not binding on either the bidder or Hidalgo County.

The contract will be awarded by competitive bidding and on the basis of unit pricing.

It is further agreed that **the official total bid amount for this proposal will be determined by multiplying the unit bid prices WRITTEN IN WORDS for each pay item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.**

Unit prices must be submitted in accordance with Item 2 of the Standard Specifications or Special Provision to Item 2 FOR EACH ITEM LISTED in this proposal and with the following: For each item listed in the Bid Proposal Sheets, write in a unit bid price in words and in figures in the spaces provided. Also, write in the extended amount (Item Cost) in figures for each item listed in the Bid Proposal Sheets by multiplying the unit bid price by its respective estimated quantity.

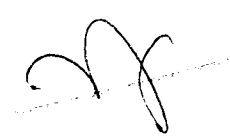
\$ 1,569,523.⁷¹

Total Bid Amount

OPENED

JUL 16 2014

3:15pm


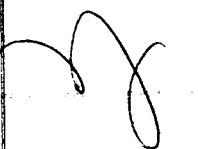


Mile 2 North Roadway Construction Project							
Item	Code	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES	
100	2002	PREPARING ROW <u>ONE THOUSAND</u> DOLLARS and _____ CENTS	STA	32.61	1000	32610	
104	2009	REMOVING CONC (RIPRAP) <u>Thirty Five</u> DOLLARS and _____ CENTS	SY	12.00	35	420	
104	2022	REMOVING CONC (CURB AND GUTTER) <u>Twenty Two</u> DOLLARS and _____ CENTS	LF	126.00	22	2772	
106	2001	OBLITERATING ABANDONED ROAD <u>ONE THOUSAND THREE HUNDRED</u> DOLLARS and _____ CENTS	STA	6.24	1300	8112	
110	2001	EXCAVATION (ROADWAY) <u>Three</u> DOLLARS and <u>Thirty Five</u> CENTS	CY	12,437.00	3.35	41663.95	
132	2006	EMBANKMENT (FINAL)(DENS CONT)(TY C) <u>Three</u> DOLLARS and <u>Seventy Five</u> CENTS	CY	668.00	3.75	2505	
160	2005	FURNISHING AND PLACING TOPSOIL <u>Fifty Five</u> DOLLARS and _____ CENTS	CY	50.00	55	2750	
164	2028	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY) <u>Three Thousand Six Hundred</u> DOLLARS and _____ CENTS	AC	0.77	3600	2772	MAILED JUL 16 2014
164	2030	CELL FBR MLCH SEED(TEMP)(WARM) <u>Three Thousand Six Hundred</u> DOLLARS and _____ CENTS	AC	0.77	3600	2772	2:15pm MAILED
168	2001	VEGETATIVE WATERING <u>Thirteen</u> DOLLARS and _____ CENTS	MG	1,000.00	13	13000	<i>[Signature]</i>
204	2003	SPRINKLING (DUST CONTROL) <u>Twenty Five</u> DOLLARS and _____ CENTS	MG	130.00	25	3250	

Mile 2 North Roadway Construction Project						
Item	Code	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
247	2225	FL BS (RDWY DEL)(TY E GR 4)(FNAL POS) <u>Twenty</u> DOLLARS and _____ CENTS	CY	4,742.35	20 ⁰⁰	94847 ⁰⁰
251	2229	REWORK BS MATL(TY B)(9.5")(DC)(ORG POS) <u>Thirteen</u> DOLLARS and _____ CENTS	CY	827.00	13 ⁰⁰	10751 ⁰⁰
260	2011	LIME TRT (EXST MATL) (12") <u>Two</u> DOLLARS and <u>Five</u> CENTS	SY	21,156.11	2. ⁰⁵	43370. ⁰³
260	2016	LIME (HYD. COM. OR QK(SLURRY)) <u>One Hundred seventy six</u> DOLLARS and <u>sixty</u> CENTS	TON	518.83	176. ⁶⁰	91625. ³²
260	2054	LIME TRT (NEW BASE)(10") <u>Two</u> DOLLARS and _____ CENTS	SY	20,079.83	2 ⁰⁰	40159. ⁶⁶
310	2026	PRIME COAT (EC-30) <u>Four</u> DOLLARS and <u>Ninety Five</u> CENTS	GAL	3,782.64	4. ⁹⁵	18724. ⁰⁷
400	2005	CEM STABIL BKFL <u>Eighty Five</u> DOLLARS and _____ CENTS	CY	138.00	85 ⁰⁰	11730 ⁰⁰
400	2006	CUT & RESTORING PAV <u>Sixty Six</u> DOLLARS and _____ CENTS	SY	54.00	66 ⁰⁰	3564 ⁰⁰
400	2007	STRUCT EXCAV (SPECIAL) <u>Thirty Five</u> DOLLARS and _____ CENTS	CY	305.00	35 ⁰⁰	10675 ⁰⁰
400	2011	SAND BACKFILL <u>Twenty Two</u> DOLLARS and _____ CENTS	CY	1,408.00	22 ⁰⁰	30976 ⁰⁰
402	2001	TRENCH EXCAVATION PROTECTION <u>One</u> DOLLARS and <u>Sixty Five</u> CENTS	LF	2,785.00	1. ⁶⁵	4545. ²⁵

OPENED
JUL 16 2014
3:15pm
M

Mile 2 North Roadway Construction Project						
Item	Code	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
416	2032	DRILL SHAFT (TRF SIG POLE) (36 IN) <u>Two hundred Fifty</u> DOLLARS and _____ CENTS	LF	60.80	250"	15200
432	2001	RIPRAP (CONC)(4 IN) <u>Four Hundred Ten</u> DOLLARS and _____ CENTS	CY	12.00	410"	4920"
464	2089	RC PIPE (CL III)(18 IN)(SPL) <u>Thirty Seven</u> DOLLARS and _____ CENTS	LF	314.00	37"	11618"
464	2090	RC PIPE (CL III)(24 IN)(SPL) <u>Forty one</u> DOLLARS and <u>Fifty</u> CENTS	LF	714.00	41. ⁵⁰	29631"
464	2091	RC PIPE (CL III)(30 IN)(SPL) <u>Sixty</u> DOLLARS and _____ CENTS	LF	142.00	60"	8520"
464	2092	RC PIPE (CL III)(36 IN)(SPL) <u>Seventy five</u> DOLLARS and _____ CENTS	LF	1,320.00	75"	99000"
464	2093	RC PIPE (CL III)(42 IN)(SPL) <u>Ninety Seven</u> DOLLARS and <u>Fifty</u> CENTS	LF	396.00	97. ⁵⁰	38610"
465	4008	INLET (COMPL)(PCU)(3FTX5FT) <u>Three Thousand</u> DOLLARS and _____ CENTS	EA	2.00	3000"	6000"
465	4036	INLET (COMPL)(PSL)(RC)(4FTX4FT) <u>Three Thousand Six Hundred</u> DOLLARS and _____ CENTS	EA	1.00	3600"	3600"
465	4037	INLET (COMPL)(PSL)(RC)(4FTX5FT) <u>Four Thousand One Hundred</u> DOLLARS and _____ CENTS	EA	2.00	4100"	8200"
465	4090	INLET (COMPL)(PSL)(FG)(3FTX3FT-3FTX3FT) <u>Three Thousand Two Hundred</u> DOLLARS and _____ CENTS	EA	2.00	3200"	6400"


 JUL 16 2014
 3:15pm


Mile 2 North Roadway Construction Project						
Item	Code	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
465	4201	PCU (3FTX5FT) W/ 2 EXT. <u>Four Thousand Five</u> DOLLARS and _____ CENTS	EA	6.00	4050	24300
465	4202	PCU (4FTX5FT) W/ 1 EXT. <u>Four Thousand Eight Hundred</u> DOLLARS and _____ CENTS	EA	1.00	4800	4800
465	4203	PCU (4FTX5FT) W/ 2 EXT. <u>Five Thousand Four Hundred</u> DOLLARS and _____ CENTS	EA	4.00	5400	21600
465	4205	PCU (5FTX5FT) W/ 2 EXT <u>Five Thousand Eight Hundred</u> DOLLARS and _____ CENTS	EA	2.00	5800	11600
496	2004	REMOV STR (SET) <u>One Thousand One Hundred</u> DOLLARS and _____ CENTS	EA	2.00	1100	2200
496	2007	REMOV STR (PIPE) <u>TEN</u> DOLLARS and _____ CENTS	LF	174.00	10	1740
496	2042	REMOV STR (SMALL) <u>One thousand Two Hundred</u> DOLLARS and _____ CENTS	EA	1.00	1200	1200
500	2001	MOBILIZATION <u>One Hundred Thousand</u> DOLLARS and _____ CENTS	LS	1.00	100,000	100,000
502	2001	BARRICADES, SIGNS AND TRAFFIC HANDLING <u>Two Thousand Six Hundred</u> DOLLARS and _____ CENTS	MO	12.00	2600	31200
508	2002	CONSTRUCTING DETOURS <u>Sixteen</u> DOLLARS and <u>TEN</u> CENTS	SY	2,868.00	16 ¹⁰	46174. ⁸⁰
529	2012	CONC CURB & GUTTER (TY A)(BARRIER) <u>Eleven</u> DOLLARS and <u>Thirty</u> CENTS	LF	5,766.00	11. ³⁰	65155. ⁸⁰

JUL 16 2014
3:15pm
[Signature]

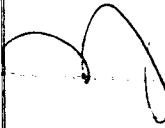
Mile 2 North Roadway Construction Project							
Item	Code	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES	
530	2010	DRIVEWAYS (CONC) Forty five _____ DOLLARS and _____ CENTS	SY	142.00	45 ⁰⁰	6390 ⁰⁰	
530	2011	DRIVEWAYS (ACP) Twenty four _____ DOLLARS and twenty five _____ CENTS	SY	429.00	24.25	10403.25	
531	2005	CURB RAMPS (TY 1) One thousand fifty _____ DOLLARS and _____ CENTS	EA	14.00	1050 ⁰⁰	14700 ⁰⁰	
531	2006	CURB RAMPS (TY 2) One thousand Two Hundred _____ DOLLARS and _____ CENTS	EA	4.00	1200 ⁰⁰	4800 ⁰⁰	
531	2015	CONC SIDEWALKS (4') Thirty four _____ DOLLARS and one _____ CENTS	SY	1,270.00	34.01	43192.70	
613	2024	CONDT (PVC) (SCHD 40) (4') Seventeen _____ DOLLARS and eighty six _____ CENTS	LF	16.00	17.86	285.76	
620	2009	ELEC CONDR (NO 6) BARE Three _____ DOLLARS and ten _____ CENTS	LF	140.00	3.10	434 ⁰⁰	
620	2010	ELEC CONDR (NO 6) INSULATED Three _____ DOLLARS and thirty three _____ CENTS	LF	70.00	3.33	233.10	
621	2004	TRAY CABLE (4 CONDR) (12 AWG) Two _____ DOLLARS and fifty _____ CENTS	LF	390.00	2.50	975 ⁰⁰	
625	2004	ZINC-COAT STL WIRE STRAND (3/8 IN) Two _____ DOLLARS and ninety eight _____ CENTS	LF	255.00	2.90	759.90	
628	2145	ELC SRV TY T 120/240 000 (NS)GS(L)TS(O) One thousand Eight hundred Forty five _____ DOLLARS and twenty three _____ CENTS	EA	2.00	1845.23	3690.46	

JUL 16 2014
3:15 PM
[Signature]

Mile 2 North Roadway Construction Project							
Item	Code	UNIT BID PRICE ONLY, WRITTEN IN WORDS		Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
644	2022	IN SM RD SN SUP&AM TYS80(1)SA(P) <u>Four hundred twenty five</u> DOLLARS and _____ CENTS		EA	18.00	425	7650
644	2077	REMOVE SM RD SN SUP & AM (SIGN ONLY) <u>Seventy five</u> DOLLARS and _____ CENTS		EA	22.00	75	1650
662	2004	WK ZN PAV MRK NON-REMOV (W) 4" (SLD) _____ DOLLARS and <u>Fifty</u> CENTS		LF	8,348.00	.50	4174
662	2016	WK ZN PAV MRK NON-REMOV (W) 24" (SLD) <u>Six</u> DOLLARS and <u>Ninety</u> CENTS		LF	361.00	6. ⁹⁰	2490. ⁹⁰
662	2032	WK ZN PAV MRK NON-REMOV (Y) 4" (SLD) _____ DOLLARS and <u>Fifty</u> CENTS		LF	13,534.00	.50	6767
666	2003	REFL PAV MRK TY I (W) 4" (BRK)(100MIL) _____ DOLLARS and <u>Fifty five</u> CENTS		LF	1,270.00	.55	698. ⁵⁰
666	2036	REFL PAV MRK TY I (W) 8" (SLD)(100MIL) <u>Two</u> DOLLARS and <u>Eighty six</u> CENTS		LF	625.00	2.86	1787. ⁵⁰
666	2042	REFL PAV MRK TY I (W) 12"(SLD)(100MIL) <u>Four</u> DOLLARS and <u>Sixty four</u> CENTS		LF	926.00	4.64	4296. ⁶⁴
666	2048	REFL PAV MRK TY I (W) 24"(SLD)(100MIL) <u>Ten</u> DOLLARS and <u>Forty eight</u> CENTS		LF	251.00	10. ⁴⁰	2735. ²⁰
666	2111	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL) _____ DOLLARS and <u>Fifty four</u> CENTS		LF	6,720.00	.54	3620. ⁸⁰
668	2064	PREFAB PAV MRK TY B (W) (ARROW) <u>Three hundred eighty</u> DOLLARS and <u>Ninety five</u> CENTS		EA	8.00	380. ⁹⁵	3047. ⁶⁰

JUL 16 2011
3:15 PM
[Signature]

Mile 2 North Roadway Construction Project						
Item	Code	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
668	2074	PREFAB PAV MRK TY B (W) (WORD) <u>Four Hundred Sixty Four</u> DOLLARS and <u>twenty Eight</u> CENTS	EA	4.00	464. ²⁸	1857. ¹²
672	2012	REFL PAV MRKR TY I-C <u>Four</u> DOLLARS and <u>Fifty Two</u> CENTS	EA	105.00	4. ⁵²	474. ⁶⁰
672	2015	REFL PAV MRKR TY II-A-A <u>Three</u> DOLLARS and <u>Eighty one</u> CENTS	EA	342.00	3. ⁸¹	1303. ⁰²
680	2001	INSTALL HWY TRF SIG (FLASH BEACON) <u>One thousand Seven Hundred Eighty Five</u> DOLLARS and <u>seventy</u> CENTS	EA	2.00	1785. ⁷⁰	3571. ⁴⁰
682	2027	VEH SIG SEC (12 IN) LED (RED) <u>Two Hundred Twenty</u> DOLLARS and <u>Twenty Four</u> CENTS	EA	16.00	220. ²⁴	3523. ⁸⁴
684	2010	TRF SIG CBL (TY A) (12 AWG) (5 CONDR) <u>Two</u> DOLLARS and <u>Sixty Eight</u> CENTS	LF	250.00	2. ⁶⁸	670 ^{..}
686	2018	INS TRF SIG PL AM(S) STR (TY D) LUM <u>Six thousand Four Hundred Eighty Eight</u> DOLLARS and <u>Five</u> CENTS	EA	4.00	6488. ⁰⁵	25952. ²⁰
1122	2017	CONSTRUCTION EXITS (INSTALL) (TY 2) <u>Fifty Five</u> DOLLARS and _____ CENTS	SY	78.00	55 ^{..}	4290 ^{..}
1122	2019	CONSTRUCTION EXITS (REMOVE) <u>Fifteen</u> DOLLARS and _____ CENTS	SY	78.00	15 ^{..}	1170 ^{..}
1122	2037	TEMPORARY SEDIMENT CONTROL FENCE INSTLL <u>Four</u> DOLLARS and _____ CENTS	LF	180.00	4 ^{..}	720 ^{..}
1122	2048	BIOGRD EROSN CONT LOGS (12" DIA)INSTALL <u>Seven</u> DOLLARS and <u>Fifty</u> CENTS	LF	520.00	7. ⁵⁰	3900 ^{..}

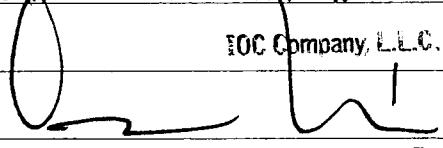
JUL 16 20
B. L. Sp...


Mile 2 North Roadway Construction Project							
Item	Code	UNIT BID PRICE ONLY, WRITTEN IN WORDS		Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
3268	2039	D-GR HMA TY-D SAC-B PG64-22 <u>Eighty</u> DOLLARS and _____ CENTS		TON	3,228.49	80 ⁰⁰	258279. ²⁰
4035	2005	RC LOW HEAD PRSSR PIPE (CL III)(24") <u>Sixty</u> DOLLARS and _____ CENTS		LF	228.00	60 ⁰⁰	13680 ⁰⁰
4035	2006	RC LOW HEAD PRSSR PIPE (CL III)(30IN) <u>Ninety</u> DOLLARS and _____ CENTS		LF	161.00	90 ⁰⁰	14490 ⁰⁰
4035	2009	RC LOW HEAD PRSSR PIPE (CL III)(36") <u>Two Hundred Fifty</u> DOLLARS and _____ CENTS		LF	39.00	250 ⁰⁰	9750 ⁰⁰
4035	2012	RC LOW HEAD PRSSR PIPE (CL III)(42") <u>Two Hundred Sixty</u> DOLLARS and _____ CENTS		LF	48.00	260 ⁰⁰	12480 ⁰⁰
4061	2014	WELL GATE (24") <u>Nine Thousand Nine Hundred</u> DOLLARS and _____ CENTS		EA	4.00	9900 ⁰⁰	39600 ⁰⁰
4269	2003	PRESS IRRIG PVC PIPE (24 IN) <u>One Hundred Six</u> DOLLARS and _____ CENTS		LF	318.00	106 ⁰⁰	33708 ⁰⁰
TOTAL BID						\$	1,569,523.71

One Million Five Hundred Sixty Nine Thousand Five Hundred Twenty Three and Seventy one cent
TOTAL BID IN WORDS

IOC Company, L.L.C.

BIDDER/COMPANY NAME



AUTHORIZED SIGNATURE

Oscar Cueilar, PE.
Managing Member

PRINTED NAME

Oscar Cueilar, PE.
Managing Member

TITLE

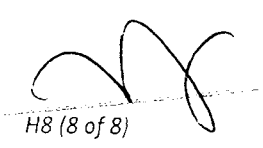
RECEIVED
JUL 16 2014
3:15 PM

(Amounts are to be shown in both words and figures.)

The above unit prices 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 to waive any minor informalities in the bidding.



State of Texas Child Support Business Ownership Form

County: HIDALGO

Project Name: Mile 2 North Rd.

TxDOT CSJ: 0921-02-323

LG Project Number: 2014-153-07-16-YSS

Business Entity Submitting Bid: IOC Company, L.L.C.

Section 231.006, Family Code, requires a bid for a contract paid from state funds to include the names and social security number of individuals owning 25% or more of the business entity submitting the bid.

- 1. In the spaces below please provide the names and social security number of individuals owning 25% or more of the business.

Name	Social Security Number
<u>Oscar Cuellar, P.E. Managing Member</u>	<u>459-75-9579</u>
<u>Nancy Cuellar Member</u>	<u>460-75-2100</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

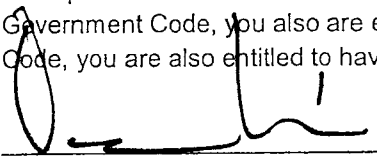
- 2. Please check the box below if no individual owns 25% or more of the business.

() No individual own 25% or more of the business.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Part A and D to Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-699).

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The information collected on this form will be maintained by Hidalgo County With few exceptions, you are entitled on request to be informed about the information collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have information about you corrected that you believe is incorrect.



07-16-2014

Signature Oscar Cuellar, P.E.
Managing Member

Date

Printed Name

IF THIS PROJECT IS A JOINT VENTURE,

ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.

CONTRACTOR’S ASSURANCE (Subcontracts-Federal Aid Projects)

By signing this proposal, the contractor is giving assurances that all subcontract agreements will incorporate the Standard Specification and Special Provisions to Section 9.6.B. “Payment Provisions for Subcontractors”, all subcontract agreements exceeding \$2,000 will incorporate the applicable “Wage Determination Decision”, and, all subcontract agreements of \$10,000 or more will incorporate the following:

Special Provision	“Certification of Nondiscrimination in Employment”
Special Provision	“Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity” (Executive Order 11246)
Special Provision	“Standard Federal Equal Employment Opportunity Construction Contract Specifications” (Executive Order 11246)
Form FHWA 1273	“Required Contract Provisions Federal-aid Construction Contracts” (Form FHWA 1273 must also be physically attached to subcontracts and purchase orders of \$10,000 or more)

DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS

The following goal for disadvantaged business enterprises is established:

DBE – 6.0%

Certification of DBE Goal Attainment

By signing the proposal, the Bidder certifies that the above DBE goal will be met by obtaining commitments equal to or exceeding the DBE percentage or that the Bidder will provide a good faith effort to substantiate the attempt to meet the goal.

Failure to comply commitments to meet the stated goal or provide a satisfactory good faith effort will be considered a breach of the requirements of the proposal. As a result, the Bid Guaranty or Bid Bond of the bidder will become property of the County and the bidder will be excluded for rebidding on the project when it is re-advertised

See Special Provision 000-1966, “Disadvantaged Business Enterprise in Federal Aid Contracts”.

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

See Special Provision 000---009, “Certification of Nondiscrimination in Employment”.



Disadvantaged Business Enterprise Program


This certifies that the following listed firm is certified as a DBE in accordance with Federal Regulations 49 CFR, Part 26

IOC COMPANY, L.L.C. (VN 18831)

This Certificate is subject to suspension or revocation, and DBE information verification annually, upon the anniversary month.

Current certification information will be listed in the TUCP Directory. The TUCP Directory website is www.txdot.gov

June 16, 2014
Date issued



Ron Wilson, Director
Office of Civil Rights

**TEXAS DEPARTMENT OF TRANSPORTATION
REQUEST FOR APPROVAL OF SUBCONTRACTOR**

COUNTY: HIDALGO CONTROL (CSJ) NO.: 0921-02-323

PROJECT NO.: _____ FEDERAL SECONDARY STATE

CONTRACTOR'S NAME: IOC COMPANY, LLC

ADDRESS: 9312 E. CURVE ROAD, EDINBURG, TEXAS 78542

CONTRACT AMOUNT: \$1,569,523.71 LETTING DATE: 07-16-2014

SUBCONTRACTOR INFORMATION:

NAME: Austin Traffic Signal Construction Company, INC

ADDRESS: P.O.Box 130, Round Rock, Texas 78680

TELEPHONE NO.: 956-239-1615 I.D. NO.: _____

DBE HUB SMALL BUSINESS LARGE BUSINESS

ITEMS OF WORK:

Bid Item	Description	Qty	Unit	Bid Unit Price	Bid Amount
	DRILL SHAFT (TRF SIG POLE)(36 IN)	60.800	LF	\$210.00	\$12,768.00
	CONDT (PVC)(SCHD 40)(4")	16.000	LF	\$15.00	\$240.00
	ELEC CONDR (NO. 6) BARE	140.000	LF	\$2.60	\$364.00
	ELEC CONDR (NO. 6) INSULATED	70.000	LF	\$2.80	\$196.00
	TRAY CABLE (4 CONDR)(12 AWG)	390.000	LF	\$2.10	\$819.00
	ZINC-COAT STL WIRE STRAND (3/8 IN)	255.000	LF	\$2.50	\$637.50
	ELC SRV TY T 120/240 000 (NS)GS(L)TS(O)	2.000	EA	\$1,550.00	\$3,100.00
	INSTALL HWY TRF SIG (FLASH BEACON)	2.000	EA	\$1,500.00	\$3,000.00
	VEH SIG SEC (12 IN) LED (RED)	16.000	EA	\$185.00	\$2,960.00
	TRF SIG CBL (TY A) (12 AWG) (5 CONDR)	250.000	LF	\$2.25	\$562.50
	INS TRF SIG PL AM(S) STR (TY D) LUM	4.000	EA	\$5,450.00	\$21,800.00
	MOBILIZATION	1.000	LS	\$3,500.00	\$3,500.00
				TOTAL	\$49,947.00

REMARKS: _____

AMOUNT SUBCONTRACTED: \$49,947.00

ESTIMATED BEGINNING DATE: _____ ESTIMATED COMPLETION DATE: _____

PERCENT OF CONTRACT: 3.18% TOTAL PERCENT SUBCONTRACTED TO DATE: 3.18%

This subcontract approval is made in accordance with terms of the contract and on the Contractor's Assurance, which is a matter of record, that all pertinent provisions of the prime contract and all labor standard provisions pertaining to the contract are physically incorporated into the subcontract agreement.

Submitted by: _____

09/23/2014

Contractor Signature, Title

Date

Oscar Cuellar

Print Name

Approved By: _____

Area Engineer Signature

Date

**TEXAS DEPARTMENT OF TRANSPORTATION
REQUEST FOR APPROVAL OF SUBCONTRACTOR**

COUNTY: HIDALGO CONTROL (CSJ) NO.: 0921-02-323

PROJECT NO.: _____ FEDERAL SECONDARY STATE

CONTRACTOR'S NAME: IOC COMPANY, LLC

ADDRESS: 9312 E. CURVE ROAD, EDINBURG, TEXAS 78542

CONTRACT AMOUNT: \$1,569,523.71 LETTING DATE: 07-16-2014

SUBCONTRACTOR INFORMATION:

NAME: Soil Tech Inc.

ADDRESS: 709 West Expressway 83 Pharr, Texas 78577

TELEPHONE NO.: 956-787-2533 I.D. NO.: _____

DBE HUB SMALL BUSINESS LARGE BUSINESS

ITEMS OF WORK:

Bid Item	Description	Qty	Unit	Bid Unit Price	Bid Amount
164	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)	0.77	AC	\$3,000.000	\$2,310.00
164	CELL FBR MLCH SEED(TEMP)(WARM)	0.77	AC	\$3,000.000	\$2,310.00
TOTAL					\$4,620.00

REMARKS: _____

AMOUNT SUBCONTRACTED: \$4,620.00

ESTIMATED BEGINNING DATE: _____ ESTIMATED COMPLETION DATE: _____

PERCENT OF CONTRACT: .29% TOTAL PERCENT SUBCONTRACTED TO DATE: .29%

This subcontract approval is made in accordance with terms of the contract and on the Contractor's Assurance, which is a matter of record, that all pertinent provisions of the prime contract and all labor standard provisions pertaining to the contract are physically incorporated into the subcontract agreement.

Submitted by: 

Contractor Signature, Title
Oscar Cuellar
Print Name

09/23/2014
Date

Approved By: _____

Area Engineer Signature

_____ Date

**TEXAS DEPARTMENT OF TRANSPORTATION
REQUEST FOR APPROVAL OF SUBCONTRACTOR**

COUNTY: HIDALGO CONTROL (CSJ) NO.: 0921-02-323

PROJECT NO.: _____ FEDERAL SECONDARY STATE

CONTRACTOR'S NAME: IOC COMPANY, LLC

ADDRESS: 9312 E. CURVE ROAD, EDINBURG, TEXAS 78542

CONTRACT AMOUNT: \$1,569,523.71 LETTING DATE: 07-16-2014

SUBCONTRACTOR INFORMATION:

NAME: Valley Striping Corp

ADDRESS: 1616 E Griffin Parkway #143 Mission, Texas 78572

TELEPHONE NO.: 956-432-2444 I.D. NO.: _____

DBE HUB SMALL BUSINESS LARGE BUSINESS

ITEMS OF WORK:

Bid Item	Description	Qty	Unit	Bid Unit Price	Bid Amount
	WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	8,348.000	LF	\$0.65	\$5,426.20
	WK ZN PAV MRK NON-REMOV (W) 24" (SLD)	361.000	LF	\$6.00	\$2,166.00
	WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)	13,534.000	LF	\$0.65	\$8,797.10
	REFL PAV MRK TY I (W) 4" (BRK)(100MIL)	1,270.000	LF	\$0.75	\$952.50
	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	625.000	LF	\$1.50	\$937.50
	REFL PAV MRK TY I (W) 12" (SLD)(100MIL)	926.000	LF	\$3.50	\$3,241.00
	REFL PAV MRK TY I (W) 24" (SLD)(100MIL)	261.000	LF	\$5.75	\$1,500.75
	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	6,720.000	LF	\$0.65	\$4,368.00
	PREFAB PAV MRK TY B (W) (ARROW)	8.000	EA	\$350.00	\$2,800.00
	PREFAB PAV MRK TY B (W) (WORD)	4.000	EA	\$400.00	\$1,600.00
	REFL PAV MRKR TY 1-C	105.000	EA	\$4.50	\$472.50
	REFL PAV MRKR TY II-A-A	342.000	EA	\$4.50	\$1,539.00
	MOBILIZATION	1.000	LS	\$0.00	\$0.00
				TOTAL	\$33,800.55

REMARKS: _____

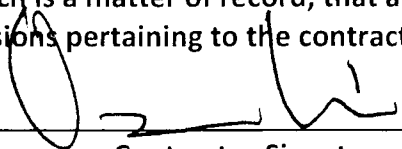
AMOUNT SUBCONTRACTED: \$33,800.55

ESTIMATED BEGINNING DATE: _____ ESTIMATED COMPLETION DATE: _____

PERCENT OF CONTRACT: 2.15% TOTAL PERCENT SUBCONTRACTED TO DATE: 2.15%

This subcontract approval is made in accordance with terms of the contract and on the Contractor's Assurance, which is a matter of record, that all pertinent provisions of the prime contract and all labor standard provisions pertaining to the contract are physically incorporated into the subcontract agreement.

Submitted by: _____



Contractor Signature, Title

Oscar Cuellar

Print Name

09/23/2014

Date

Approved By: _____

Area Engineer Signature

Date

NOTICE TO CONTRACTORS

Hidalgo County (County) has entered into an agreement with the State of Texas (TxDOT), to construct Mile 2 North Road from La Homa Road to Moorefield Rd. (CSJ 0921-02-323). The County is responsible for implementation of the project including the planning, design, construction and administration in accordance with TxDOT standards and is subject to the State's oversight. TxDOT has also entered into an agreement with the City of Mission for the construction of Mile 2 North Road from Moorefield Rd. to SH107 (CSJ 0921-02-284). It is anticipated that bids will be opened for both projects within weeks of each other and that both projects will be under construction simultaneously.

The County has adopted the Texas Department of Transportation (TxDOT) 2004 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, including Items 1 – 9 General Requirements and Covenants, (Standard Specs) as the governing specifications for this project (See Section "Governing Specifications").

The County has also adopted TxDOT's Quality Assurance Program for Construction.

Unless otherwise specified, the County will assume the responsibilities of TxDOT where "TxDOT" or "Department" is referred to in the Standard Specs as stipulated in Special Provision 001-007 (See Section "Governing Specifications").

Eligibility of Bidders: Refer to the Standard Spec Item 2, "Instructions to Bidders", Section 2.2, "Eligibility of Bidders". Any Contractor intending to bid on this project to be awarded by Hidalgo County must be prequalified by TxDOT. If Contractor is not prequalified, the Contractor must submit a satisfactory Confidential Questionnaire Form and an audited financial statement, or a Bidder's Questionnaire Form to the TxDOT Construction Division at least ten (10) days prior to the date that bids are to be opened. Obtain prequalification forms from the Texas Department of Transportation Construction Division.

Buy America: Refer to Standard Spec Item 6, "Control of Materials", Section 6.1.A, "Buy America". The Contractor will comply with the latest provisions of Buy America as listed at 23 CFR 635.410. Use steel or iron materials manufactured in the United States except when:

- the cost of materials, including delivery, does not exceed 0.1% of the total Contract cost or \$2,500, whichever is greater;
- the materials are temporarily installed.

The Contractor will be required to provide a notarized original of the FORM D-9-USA-1 with the proper attachment for verification of compliance.

Equipment Rental Rates: The equipment rental rates method of payment, per Standard Spec Article 9.5.D is incorporated into the Contract by reference.

Time Extensions: Time charges for this project are based on a Five-Day Workweek as defined in Standard Spec Article 8.3.A.1. Time extensions will be considered for reasons outside of the contractor's control which may include inclement weather, unusual market conditions, or other conditions preventing work to progress as described in the referenced section.

Liquidated Damage Rate: Liquidated damages will be assessed in accordance with Standard Spec Section 8.5. The Liquidated Damage Rate for this contract is stipulated in Special Provision 000-2332 (See Section "Governing Specifications").

Termination of Contract: The terms under which the County may terminate the Contract in whole or in part are as indicated in Standard Spec Section 8.7.

Safety & Trench Protection: The contractor shall be responsible to implement a project safety program compliant with OSHA standards and in accordance with FHWA-1273 Section VII (Safety: Accident Prevention) and Health and Safety Code 756.022 and 756.023. Trench Protection, as defined by the Health and Safety Code 756.022, may be required if the following conditions occur due to the Contractor's methods:

- Trenches 5 feet deep or more require a trench protection system.
- Trenches 20 feet deep or more require that the trench protection system be designed by a registered Professional Engineer.
- OSHA standards require daily inspections of trenches and as conditions change by a competent person prior to worker entry to ensure elimination of excavation hazards.

Federal Highway Administration, DOT**§ 635.109****§ 635.106 Use of publicly owned equipment.**

(a) Publicly owned equipment should not normally compete with privately owned equipment on a project to be let to contract. There may be exceptional cases, however, in which the use of equipment of the State or local public agency for highway construction purposes may be warranted or justified. A proposal by any STD for the use of publicly owned equipment on such a project must be supported by a showing that it would clearly be cost effective to do so under the conditions peculiar to the individual project or locality.

(b) Where publicly owned equipment is to be made available in connection with construction work to be let to contract, Federal funds may participate in the cost of such work provided the following conditions are met:

(1) The proposed use of such equipment is clearly set forth in the Plans, Specifications and Estimate (PS&E) submitted to the Division Administrator for approval.

(2) The advertised specifications specify the items of publicly owned equipment available for use by the successful bidder, the rates to be charged, and the points of availability or delivery of the equipment; and

(3) The advertised specifications include a notification that the successful bidder has the option either of renting part or all of such equipment from the State or local public agency or otherwise providing the equipment necessary for the performance of the contract work.

(c) In the rental of publicly owned equipment to contractors, the State or local public agency shall not profit at the expense of Federal funds.

(d) Unforeseeable conditions may make it necessary to provide publicly owned equipment to the contractor at rental rates agreed to between the contractor and the State or local public agency after the work has started. Any such arrangement shall not form the basis for any increase in the cost of the project on which Federal funds are to participate.

(e) When publicly owned equipment is used on projects constructed on a force account basis, costs may be determined by agreed unit prices or on an

actual cost basis. When agreed unit prices are applied the equipment need not be itemized nor rental rates shown in the estimate. However, if such work is to be performed on an actual cost basis, the STD shall submit to the Division Administrator for approval the schedule of rates proposed to be charged, exclusive of profit, for the publicly owned equipment made available for use.

§ 635.107 Participation by disadvantaged business enterprises.

(a) The STD shall schedule contract lettings in a balanced program providing contracts of such size and character as to assure an opportunity for all sizes of contracting organizations to compete. In accordance with Title VI of the Civil Rights Act of 1964, subsequent Federal-aid Highway Acts, and 49 CFR part 26, the STD shall ensure equal opportunity for disadvantaged business enterprises (DBEs) participating in the Federal-aid highway program.

(b) In the case of a design-build project funded with title 23 funds, the requirements of 49 CFR part 26 and the State's approved DBE plan apply. If DBE goals are set, DBE commitments above the goal must not be used as a proposal evaluation factor in determining the successful offeror.

[67 FR 75925, Dec. 10, 2002]

§ 635.108 Health and safety.

Contracts for projects shall include provisions designed:

(a) To insure full compliance with all applicable Federal, State, and local laws governing safety, health and sanitation; and

(b) To require that the contractor shall provide all safeguards, safety devices, and protective equipment and shall take any other actions reasonably necessary to protect the life and health of persons working at the site of the project and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

§ 635.109 Standardized changed condition clauses.

(a) Except as provided in paragraph (b) of this section, the following

§ 635.109

23 CFR Ch. I (4-1-11 Edition)

changed conditions contract clauses shall be made part of, and incorporated in, each highway construction project approved under 23 U.S.C. 106:

(1) *Differing site conditions.* (i) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

(ii) Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

(iv) No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the STD's at their option.)

(2) *Suspensions of work ordered by the engineer.* (i) If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the

reasons and support for such adjustment.

(ii) Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

(iv) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(3) *Significant changes in the character of work.* (i) The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

(ii) If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

Federal Highway Administration, DOT

§ 635.110

(iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

(iv) The term "significant change" shall be construed to apply only to the following circumstances:

(A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

(B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

(b) The provisions of this section shall be governed by the following:

(1) Where State statute does not permit one or more of the contract clauses included in paragraph (a) of this section, the State statute shall prevail and such clause or clauses need not be made applicable to Federal-aid highway contracts.

(2) Where the State transportation department has developed and implemented one or more of the contract clauses included in paragraph (a) of this section, such clause or clauses, as developed by the State transportation department may be included in Federal-aid highway contracts in lieu of the corresponding clause or clauses in paragraph (a) of this section. The State's action must be pursuant to a specific State statute requiring differing contract conditions clauses. Such State developed clause or clauses, however, must be in conformance with 23 U.S.C., 23 CFR and other applicable Federal statutes and regulations as appropriate and shall be subject to the Division Administrator's approval as part of the PS&E.

(c) In the case of a design-build project, STDs are strongly encouraged to use "suspensions of work ordered by the engineer" clauses, and may consider "differing site condition" clauses

and "significant changes in the character of work" clauses which are appropriate for the risk and responsibilities that are shared with the design-builder.

[56 FR 37004, Aug. 2, 1991; 57 FR 10062, Mar. 23, 1992, as amended at 67 FR 75925, Dec. 10, 2002]

§ 635.110 Licensing and qualification of contractors.

(a) The procedures and requirements a STD proposes to use for qualifying and licensing contractors, who may bid for, be awarded, or perform Federal-aid highway contracts, shall be submitted to the Division Administrator for advance approval. Only those procedures and requirements so approved shall be effective with respect to Federal-aid highway projects. Any changes in approved procedures and requirements shall likewise be subject to approval by the Division Administrator.

(b) No procedure or requirement for bonding, insurance, prequalification, qualification, or licensing of contractors shall be approved which, in the judgment of the Division Administrator, may operate to restrict competition, to prevent submission of a bid by, or to prohibit the consideration of a bid submitted by, any responsible contractor, whether resident or non-resident of the State wherein the work is to be performed.

(c) No contractor shall be required by law, regulation, or practice to obtain a license before submission of a bid or before the bid may be considered for award of a contract. This, however, is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding. Prequalification of contractors may be required as a condition for submission of a bid or award of contract only if the period between the date of issuing a call for bids and the date of opening of bids affords sufficient time to enable a bidder to obtain the required prequalification rating.

(d) Requirements for the prequalification, qualification or licensing of contractors, that operate to govern the amount of work that may be bid upon by, or may be awarded to, a contractor, shall be approved only if

Convict Produced Material: FHWA Federal-aid projects are subject to 23 CFR 635.417, Convict produced materials. Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal aid highway construction project if such materials have been: (i) produced by convicts who are on parole, supervised release, or probation from a prison, or (ii) produced in a prison project in which convicts, during the 12 month period ending July 1, 1987, produced materials for use in Federal aid highway construction projects, and the cumulative annual production amount of such materials produced in such project for use in Federal aid highway construction during the 12 month period ending July 1, 1987.

Convict Labor: No construction work shall be performed by convict labor at the site or within the limits of any Federal-aid highway construction project from the time of the award of the contract or the start of work on force account until final acceptance of the work by the TxDOT unless it is labor performed by convicts who are on parole, supervised release, or probation.

CHANGE ORDERS

The Engineer reserves the right to make changes in the work including addition, reduction, or elimination of quantities and alterations needed to complete the Contract. Perform the work as altered. These changes will not invalidate the Contract nor release the Surety

If the changes in quantities or the alterations do not significantly change the character of the work under the Contract, the altered work will be paid for at the Contract unit price. If the changes in quantities or the alterations significantly change the character of the work, the Contract will be amended by a change order. If no unit prices exist, this will be considered extra work and the Contract will be amended by a change order. Provide cost justification as requested, in an acceptable format. Payment will not be made for anticipated profits on work that is eliminated.

Agree upon the scope of work and the basis of payment for the change order before beginning the work. If there is no agreement, the Engineer may order the work to proceed under the 2004 TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (TXDOT Specification) Article 9.5, "Force Account," or by making an interim adjustment to the Contract. In the case of an adjustment, the Engineer will consider modifying the compensation after the work is performed.

A significant change in the character of the work occurs when:

- the character of the work for any Item as altered differs materially in kind or nature from that in the Contract or
- a major item of work varies by more than 25% from the original Contract quantity. (The 25% variance is not applicable to non-site-specific Contracts.)

When the quantity of work to be done under any major item of the Contract is more than 125% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price on the portion of the work that is above 125%.

When the quantity of work to be done under any major item of the Contract is less than 75% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price.

If the changes require additional working days to complete the Contract, Contract working days will be adjusted in accordance with TxDOT Specification Item 8, "Prosecution and Progress."

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: IOC COMPANY, LLC

Address: 9312 E. CURVE ROAD
EDINBURG TX 78542

Date Organized: 6/21/2005 Date Incorporated: 6/21/2005

Office Number: (956) 380 2897 Fax Number: (956) 380-4085

Number of years in business under present name: 9 YEARS

Type of work performed by your company: HEAVY CIVIL CONTRACTOR

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: SEE ATTACHED

Address:

Ph/Fx Number: Email:

Scope of Work Description:

Date Completed: Total Cost:

2. Owner:

Address:

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

3. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

4. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

5. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

SEE ATTACHED

4. SUBCONTRACTORS: List any subcontractors you propose to use on the Hidalgo County's project that will comprise at least 20% of the total project cost. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

Failure to submit the information as required may result in a disqualification of your bid.

Austin Traffic Signal

Soil Tech

Valley Striping

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.

IOC COMPANY, LLC Schedule of Work In Progress August 2014

Project #	Owner	Project	Location Of Project	Description of Work	Contract Price	Percent Complete	Engineer	Amount Complete	Amount Remaining
09-1001	CG Construction	Clearview Parking lot	Weslaco, Texas	Paving	\$27,105.90	100%	N/A	\$27,106	\$0.00
09-1002	City of Donna	Donna- Rio Bravo International Bridge RipRap	Donna, Texas	RipRap	\$91,363.80	100%	N/A	\$91,364	\$0.00
09-1003	City of Edinburg	Sugar Rd	Edinburg, Texas	Utilities & Paving	\$2,239,798.98	100%	City of Edinburg	\$2,239,789	\$0.00
09-1004	TXDOT Summit Contracting	STP 2006(315) Cameron County CR	Harlingen, Texas	Utilities & Paving	\$155,060.75	100%		\$155,061	\$0.00
09-1005	City of Edinburg	Street Asphalt Recycling	Edinburg, Texas	Paving	\$72,000.00	100%	City of Edinburg	\$72,000	\$0.00
09-1006	Sam R. Sparks LP	Progreso Int'l Bridge Operational Improvements	Progreso, Texas	Paving	\$138,940.51	100%	N/A	\$138,941	\$0.00
09-1007	TXDOT	CAM CO 732 FM	Cameron County	Utilities & Paving	\$2,021,583.50	100%	TXDOT	\$2,021,584	\$0.00
09-1008	TXDOT	STARR CO Athens Rd	Starr County	Utilities & Paving	\$1,250,439.90	100%	TXDOT	\$1,250,440	\$0.00
09-1009	Hidalgo County	Los Castillos Estates Subdivision	Progreso, Texas	Utilities & Paving	\$45,671.49	100%	Izaguirre Engineering	\$45,671	\$0.00
09-1010	City of McAllen	Bicentennial Blvd	McAllen, Texas	Utilities & Paving	\$5,279,084.54	100%	City of McAllen	\$5,279,085	\$0.00
09-1011	City of San Juan	Carroll St	San Juan, Texas	Paving	\$820,486.29	100%	Cruz-Hogan Consultants Inc.	\$820,486	\$0.00
10-1001	La Joya ISD / McAllen Construction	La Joya ISD #25 WWTP	La Joya, Texas	Paving	\$10,392.80	100%	La Joya ISD	\$10,393	\$0.00
10-1002	Skanska	SPI Seal Coat	South Padre Island, Texas	Paving	\$13,686.70	100%	Skanska	\$13,687	\$0.00
10-1003	City of McAllen	Dove Street	McAllen, Texas	Utilities & Paving	\$1,049,140.38	100%	City of McAllen	\$1,049,140	\$0.00
10-1004	City of Hidalgo	Streets Overlay Project	Hidalgo, Texas	Paving	\$3,696,184.62	100%	Melden & Hunt	\$3,696,185	\$0.00
10-1005	City of Pharr	West Hall Acres	Pharr, Texas	Utilities & Paving	\$0.00	0%	J.E. Saenz & Assoc	\$0	\$0.00
10-1006	TXDOT Anderson Colombia	FM 3169	Zapata County	Paving	\$97,221.77	100%	TxDOT	\$97,222	\$0.00
10-1007	SJ Louis City of San Juan	Wastewater Treatment Plant	San Juan, Texas	Utilities	\$10,126.40	100%	City of San Juan	\$10,126	\$0.00
10-1008	TXDOT	Falcon Park 0921-28-007	Zapata, Texas	Utilities & Paving	\$231,804.01	100%	TxDOT	\$231,804	\$0.00
10-1009	Diocese of Brownsville	OLS- Aux. Parking Lot #1	McAllen, Texas	Utilities & Paving	\$31,737.85	100%	Perez Consulting Group	\$31,738	\$0.00
10-1010	TXDOT	REIM Const Mile Line 2	McAllen, Texas	Paving		100%	TxDOT	\$0	\$0.00
10-1011	TXDOT	WT- Olimio Switchyard 0921-06-230	Brownsville, TX	Utilities	\$103,172.50	100%	TXDOT	\$103,173	\$0.00
10-1012	TXDOT	TXDOT Sidewalks 0921-02-196	Hidalgo County	Misc Concrete	\$250,708.52	100%	TXDOT	\$250,709	\$0.00
10-1013	TXDOT	TXDOT SET's 0086-06-029	Jim Hogg County	Utilities	\$891,206.96	100%	TXDOT	\$891,207	\$0.00
10-1014	City of McAllen	Fire Station	McAllen, Texas	Concrete Paving & Utilities	\$402,653.80	100%	City of McAllen	\$402,654	\$0.00
10-1015	City of Pharr	Pharr Chip Seal	Pharr, Texas	Paving	\$14,334.00	100%	City of Pharr	\$14,334	\$0.00
10-1016	City of Pharr	Pharr Prime Shoot	Pharr, Texas	Paving	\$14,334.05	100%	City of Pharr	\$14,334	\$0.00
10-1017	SJ Louis City of Pharr	Waste Water Collection System & Lift Station imp Phase 1 E	Pharr, Texas	Paving	\$440,158.35	100%	J.E. Saenz & Assoc	\$440,158	\$0.00
10-1018	Bailenger Construction TXDOT	STP 2009 /785) ES	Mission, Texas	material	\$380,275.50	100%	TXDOT	\$380,276	\$0.00
10-1019	Various	2010 Sales Dirt						\$0	
11-1001	SJ Louis City of Pharr	Waste Water Collection System & Lift Station imp Phase 1 C	Pharr, Texas	Paving	\$199,328.25	100%	J.E. Saenz & Assoc	\$199,328	\$0.00
11-1002	REIM City of McAllen	Blueline Drainage Improvements	McAllen, Texas	Grading	\$493,858.50	100%	City of McAllen	\$493,859	\$0.00
11-1003	HIP City of McAllen	McAllen Repaving 2010-2011	McAllen, Texas	Paving	\$422,738.40	100%	City of McAllen	\$422,738	\$0.00
11-1004	McAllen Construction City of Harlingen	N. Dixeland Rd Extension	Harlingen, Texas	Paving	\$846,583.90	100%	Brown, Leal & Associates	\$846,884	\$0.00

IOC COMPANY, LLC Schedule of Work In Progress August 2014

Project #	Owner	Project	Location Of Project	Description of Work	Contract Price	Percent Complete	Engineer	Amount Complete	Amount Remaining
11-1005	McAllen Construction Agua Specialty Utility District	Agua Srv West Wastewater Collection System	La Joya, Texas	Utilities	\$385,000.00	100%	S & B Infrastructure	\$385,000	\$0.00
11-1006	TXDOT	SH 39 Kerr Co. 0193-01-036	Kerr Co	Utilities & Paving	\$526,892.00	17%	TXDOT	\$96,937	\$439,954.82
11-1007	Casa Messina	Cassa Messina Backflow replacement	Eddoouch, Texas	Utilities	\$9,312.00	100%	N/A	\$9,312	\$0.00
11-1008	McAllen Constuction Mcaillen Foreign Trade Zone No 12	Regional Multimodal Center Access Rd	McAllen, Texas	paving	\$39,802.30	100%	City of McAllen	\$39,802	\$0.00
11-1009	Hidalgo County Urban County Pct #2	TDR# Pct #2 Street/Drainage imp For Cesar Chavez, Eldora	Hidalgo County	Paving	\$1,122,022.00	100%	R.Gutierrez Engineering	\$1,122,022	\$0.00
11-1010	Balenger Construction TXDOT	Morrison Rd	Brownsville, TX	Paving	\$61,932.00	100%	TxDOT	\$61,932	\$0.00
11-1011	City of Pharr	W Sioux Rd Ty A Inlets	Pharr, Texas	Utilities	\$6,836.75	100%	N/A	\$6,837	\$0.00
11-1012	Anadarko	La Cochira Rd	Cotulla, Texas	Base Work	\$340,000.00	100%	Dannacuum	\$340,000	\$0.00
11-1013	G & M Real Estate Co Jim Moffitt	Jim Moffitt	Hidalgo, Texas	Paving Labor Only	\$7,264.00	100%	Melden & Hunt	\$7,264	\$0.00
11-1014	TXDOT	FM 1426 STP 2011 (976) 02-631 1426	Hidalgo County	paving	\$1,269,333.33	100%	TXDOT	\$1,269,333	\$0.00
11-1015	IM Investments	Ignacio Mx Warehouse	Mission, TX	Site work, Utility	\$95,000.00	0%		\$0	\$95,000.00
11-1016	City of McAllen Don Kelly Construction	DM Gate Structure #1	McAllen, Texas	Utility	\$40,000.00	100%	Melden & Hunt	\$40,000	\$0.00
11-1017	Rhodes Enterprise	International Plaza West	Donna, Texas	Site work, Utility	\$336,160.00	100%	Melden & Hunt	\$336,160	\$0.00
11-1018	N.M. Edificios, LLC	NM Buiding Site Work	McAllen, Texas	Site Work	\$60,905.00	100%	Isael Posadas	\$60,905	\$0.00
11-1019	TXDOT	Primera Rd. 2005 (292) STP	Harlingen, Texas	paving & utility	\$5,448,486.00	100%	TXDOT	\$5,448,486	\$0.00
11-1020	TXDOT	HP 1102 (263)	Starr County	paving & utility	\$1,329,141.00	100%	TXDOT	\$1,329,141	\$0.00
11-1021	Skanska	Donna High School	Donna, Texas	Site work, Utility	\$6,070,377.00	100%		\$6,070,377	\$0.00
11-1022	City of McAllen Don Kelly Construction	DM 29th St Paving	McAllen, Texas	Paving	\$304,473.50	100%	City of McAllen	\$304,474	\$0.00
12-1001	William Moschel	Shell South Jackson	Pharr, Texas	Site work, Paving	\$67,366.50	100%		\$67,367	\$0.00
12-1002	Donna ISD	Paragon Sports Donna ISD Drainage	Donna, Texas	Utility	\$83,642.00	100%		\$83,642	\$0.00
12-1003	TXDOT	Cameron Storm Sewer Conn	Cameron County	Utility	\$293,646.00	100%	TXDOT	\$293,646	\$0.00
12-1004	City of McAllen	Bensten Rd	McAllen, Texas	Utilities & Paving	\$5,193,407.00	100%	City of McAllen	\$5,193,407	\$0.00
12-1005	Greg LaMantia	Hubbs Driveway	McAllen, Texas	Paving	\$6,220.45	100%	N A	\$6,220.45	\$0.00
12-1006	William Moschel	S McCall Rd Utility Casing	McAllen, Texas	Utilities	\$19,934.40	100%		\$19,934.40	\$0.00
12-1007	TXDOT	Kieberg Co STP 1102 (253) SB Etc	Kieberg Co	Utilities & Paving	\$1,412,638.00	100%	TXDOT	\$1,412,638.00	\$0.00
12-1008	TXDOT	Sam Houston STP 2012 (540)MM Etc	Pharr, Texas	Utilities & Paving	\$2,406,388.00	100%	TXDOT	\$2,406,388.00	\$0.00
12-1009	City of McAllen	Dove Bridge	McAllen, Texas	Bridge	\$256,712.50	100%	City of McAllen	\$256,712.50	\$0.00
12-1010	TXDOT	Stewart Rd. 2008 (552) STP	Harlingen, Texas	Utilities & Paving	\$1,578,175.00	100%	TXDOT	\$1,578,175.00	\$0.00
12-1011	City of Pharr	Pharr Intl Bridge Fast Lane	Pharr, Texas	Concrete Paving	\$80,543.80	100%	SAMES	\$80,543.80	\$0.00
12-1012	ACRS							\$0.00	\$0.00
12-1013	Central State Resources, LLC	CSR Bicentennial RR Xing	McAllen, Texas	Site work	\$28,502.67	100%		\$28,502.67	\$0.00
12-1014	TXDOT	FM 1427	Penitas, Texas	Repaving	\$3,777,777.77	100%		\$3,777,777.77	\$0.00
12-1015	City of Primera	City of Primera Primera Rd Manicle Adj	Primera, Texas	Utilities	\$59,200.00	100%		\$59,200.00	\$0.00
12-1016	RHTJ Properties, Ltd	Huisache Acres #9	Alamo, Texas	Utilities & Paving	\$401,729.55	100%		\$401,729.55	\$0.00
12-1017	Skanska	Rio Grande City School High	Rio Grande City, Texas	Paving, Concrete	\$3,125,207.00	100%		\$3,125,207.00	\$0.00
12-1018	Pharr International Bridge	X RAY Improvements	Pharr, Texas	Concrete	\$15,330.00	100%		\$15,330.00	\$0.00
12-1019	TXDOT	US 83 3039-17-163	Hidalgo County	Paving	\$1,766,031.05	100%		\$1,766,031.05	\$0.00

IOC COMPANY, LLC Schedule of Work In Progress August 2014

Project #	Owner	Project	Location Of Project	Description of Work	Contract Price	Percent Complete	Engineer	Amount Complete	Amount Remaining
13-1001	TXDOT	FM 88 STP 2012 (699) MM ETC	Elsa, TX	Overlay Paving	\$3,148,990.49	1%		\$31,489.99	\$3,117,500.59
13-1002	RHTJ Properties, Ltd	Genzo Corp. Packing Shed	Donna, Texas	Concrete	\$32,100.00	100%		\$32,100.00	\$0.00
13-1003	EMU	Cinemark	Pharr, Texas	Utilities	\$1,578,000.00	100%		\$1,578,000.00	\$0.00
13-1004	RHTJ Properties, Ltd	Nolana Commercial Plaza	San Juan, Texas	Utilities	\$65,435.50	100%		\$65,435.50	\$0.00
13-1005	TXDOT Roth Construction	RC - TXDOT Area Eng & Maint Facility	Roma, TX	Paving	\$20,750.00	100%		\$20,750.00	\$0.00
13-1006	City of Pharr	Chip Seal Moore Park	Pharr, Texas	Paving	\$9,102.00	100%		\$9,102.00	\$0.00
13-1007	Big Sky Resources	La Gloria Landfill	La Gloria, TX	Paving	\$40,595.39	100%		\$40,595.39	\$0.00
13-1008	Baker Hughes- Gourley Contracting	Baker Hughes Caliche Pad	Edinburg, Texas	Caliche	\$11,800.00	100%		\$11,800.00	\$0.00
13-1009	Texas Gas Service	Texas Gas Patach Asphalt (495 Blvd)	McAllen, Texas	Paving	\$6,500.00	100%		\$6,500.00	\$0.00
13-1010	HOLT CAT	SpawGlass Cat Store Hot	Edinburg, Texas	Site Work	\$1,467,037.00	100%		\$1,467,037.00	\$0.00
13-1011	City of Pharr	Pharr MC30	Pharr, Texas	Paving	\$29,558.40	100%		\$29,558.40	\$0.00
13-1012	TXDOT	FM 3461 (Nolana) CSJ 1802-02-009 STP 2013 (857) MM	Pharr, Texas	Paving & Utilities	\$3,077,777.77	100%		\$3,077,777.77	\$0.00
13-1013	Chuck Burns	Chip Seal Raymondville	Raymondville, TX	Paving	\$150,801.60	100%		\$150,801.60	\$0.00
13-1014	TXDOT JD Abrams	JD-US 83 Inspiration	Mission, TX	Paving & Utilities	\$13,543,802.20	0%		\$0.00	\$13,543,802.20
13-1015	Brownsville PUB JM Construction	JM FM 511-802 Waste water Improvements	Brownsville, TX	Paving	\$650,000.00	0%		\$0.00	\$650,000.00
14-1001	TXDOT	FM 494 CSJ 0864-01-065 STP 2013 (897) MM	Mission, TX	Paving	\$797,777.77	0%		\$0.00	\$797,777.77
14-1002	JM Construction	JM Cameron Co Rd	Cameron Co.	Paving	\$27,500.00	100%		\$27,500.00	\$0.00
14-1003	City of Pharr	East Anaya	Pharr, TX	Chip Seal	\$15,361.11	100%		\$15,361.11	\$0.00
14-1004	Park.Vay Construction	PW-Garden Ridge	Pharr, TX	Site Work	\$1,013,225.50	100%		\$1,013,225.50	\$0.00
14-1005	TXDOT	FM 2480 CSJ 2366-01-009 STP 2012 (644)	Cameron County Bayview	Paving & Utilities	\$2,868,112.74	0%		\$0.00	\$2,868,112.74
14-1006	Juan Rene Gonzalez	Lime Sale		Lime Sale				\$0.00	\$0.00
14-1007	Kiewit Infrastructure Group	Kiewit US-67	Alpine Brewster County	Chip Seal	\$25,800.00	100%		\$25,800.00	\$0.00
14-1008	Our Lady of Sorrows Church	OLS Ivy Parking Lot	McAllen, Texas	Paving	\$80,560.00	100%		\$80,560.00	\$0.00
14-1009	UTPA	UTPA West Parking Lot	Edinburg, Texas	Paving	\$1,175,332.40	0%		\$0.00	\$1,175,332.40
14-1010	Valley International Airport Board	VIA- Taxway H Pavement Rehab	Harkogen, Texas	Paving	\$393,830.83	0%		\$0.00	\$393,830.83
14-1011	UTPA	CESS Storage Building	Edinburg, Texas	Demo	\$12,500.00	100%		\$12,500.00	\$0.00
14-1012	Cardinal Lots LTD	Cardinal Island Grove Clearing		Clearing	\$32,700.00			\$0.00	\$32,700.00
14-1013	TXDOT	IH69E	Cameron Co	Bridge widening & Exit ramps	\$4,333,333.33			\$0.00	\$4,333,333.33
14-1014	Hidalgo Co	JM Alton Paving Only Labor	Alton, Texas	Paving	\$13,154.10	100%		\$13,154.10	\$0.00
14-1015	UTPA	Bigg Pad Soccer Track & Field Complex	Edinburg, Texas	site work	\$14,000.00	100%		\$14,000.00	\$0.00
14-1016	City of Mission	Mission Mile 2	Mission, Texas	Paving & Utilities	\$5,714,003.59			\$0.00	\$5,714,003.59
14-1017	TXDOT	Emergency Business 83 & Ware Repair	McAllen, Texas	Repair					
14-1018	Hidalgo County	Hidalgo Co Mile 2	Mission, Texas	Paving & Utilities	\$1,569,523.71	0%			
14-1019	City of McAllen	Airport Runway 13-31 Safety Area Improvements	McAllen, Texas		\$3,668,107.40				
14-1020	Laguna Madre	Laguna Madre Waterline adjustments	Laguna Madre	Utilities	\$24,800.00				
14-1021	TXDOT	Pavement repairs District wide	All Counties	paving	\$3,801,155.02				

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 hereby 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.

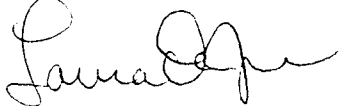
Executed this 5th day of NOVEMBER, 2014

By OSCAR CUELLAR

Title MANAGING MEMBER

Subscribed and sworn to me this 5th day of NOVEMBER, 2014.

By: OSCAR CUELLAR, MANAGING MEMBER OF IOCCOMPANY, LLC

Notary Public in and for HIDALGO County, Texas 

My commission expires MARCH 29 2016



IMPORTANT NOTICE

TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance:

**P.O. Box 149104
Austin, Texas 78714-9104
Fax No. (512) 475-1771**

PREMIUM or CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document.

Notice of Applicability of Chapter 2253 of the Texas Government Code

These bonds are furnished in an attempt to comply with Chapter 2253 of the Texas Government Code. These bonds shall be construed to comply with such Chapter regarding the rights created, limitations on those rights, and remedies provided. Any provision in the bonds to which this Rider is attached that expands or restricts a right or liability under such Chapter shall be disregarded, and such Chapter shall apply to these bonds.

Hidalgo County

* PERFORMANCE BOND *

CSJ: 0921-02-323

THE STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

That we (Name of Contractor) IOC Company, LLC hereinafter called **Principal** and (Name of Surety) Darwin National Assurance Company, hereinafter called **Surety**, are held and firmly bound unto Hidalgo County, hereinafter called **Owner**, in the penal sum of The Million Five Hundred Fifty Nine Thousand Five Hundred Twenty Three and 71/100 (\$1,569,523.71)

Dollars in lawful money of the United States to be paid in Hidalgo County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION

is such that Whereas, the Principal entered into a certain contract with Owner, dated the 17th day of February, 2015, a copy of which is hereto attached and made a part hereof for the Mile 2 North Roadway Reconstruction Project, hereinafter called the "Work".

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the plans, specifications and contract documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this 17th day of February, 2015.

ATTEST:

[Signature]

(Principal) Secretary
[Signature]

Witness as to Principal
9312 East Curve Rd Edinburg, TX 78542

Address

IOC Company, LLC

PRINCIPAL
[Signature]

Signature
Nancy Cuellar
Member

(Print/Type Name)
9312 East Curve Road, Edinburg, TX 78540

Address

ATTEST:

[Signature]

(Surety) Secretary Candice Allen
[Signature]

Witness as to Surety Leslie Garcia
3231 Preston View Blvd, Suite 100, Dallas, TX 75241

Address

Darwin National Assurance Company

SURETY (SEAL)
[Signature]

Attorney-in-Fact (Signature)
Brock Baldwin, Attorney-in-Fact

(Print/Type Name)
1690 New Britain Ave, Suite 101, Farmington, CT 06032

Address

NOTE: If Contractor is partnership, all partners should execute bond.

Hidalgo County

* PAYMENT BOND *

CSJ: 0921-02-323

THE STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

That we (Name of Contractor) IOC Company, LLC, hereinafter called **Principal** and (Name of Surety) Darwin National Assurance Company, hereinafter called **Surety**, are held and firmly bound unto Hidalgo County, hereinafter called **Owner**, and unto all person, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of For Millions Five Hundred Sixty Nine Thousand Five Hundred Twenty Three and 71/100 (\$ 1,569,523.71) Dollars in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION

is such that Whereas, the Principal entered into a certain contract with Owner, dated the 17th day of February, 20¹⁵, a copy of which is hereto attached and made a part hereof for the Mile 2 North Roadway Reconstruction Project.

NOW, THEREFORE, the condition of this obligation is such, that if the Principal shall promptly make payment to all claimants as defined in *Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Acts 56th legislature, Regular Session, 1959, effective April 27, 1959*, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This bond is made and entered into solely for the protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provided in *Article 5160, Revised Civil Statutes 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959*.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this 17th day of February, 2015.

ATTEST:

[Signature]

(Principal) Secretary
[Signature]

Witness as to Principal
9312 East Curve Rd Edinburg, TX 78542

Address

IOC Company, LLC
PRINCIPAL
[Signature]

Signature
Nancy Cuejar
Member

(Print/Type Name)
9312 East Curve Road, Edinburg, TX 78540

Address

ATTEST:

[Signature]

(Surety) Secretary Candice Allen
[Signature]

Witness as to Surety Leslie Garcia
1690 New Britain Ave, Suite 101, Farmington, CT 06032

Address

Darwin National Assurance Company
SURETY [Signature] **(SEAL)**

Attorney-in-Fact (Signature)
Brock Baldwin, Attorney-in-Fact

(Print/Type Name)
1690 New Britain Ave, Suite 101, Farmington, CT 06032

Address

NOTE: If Contractor is partnership, all partners should execute bond.

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance:

**P.O. Box 149104
Austin, Texas 78714-9104
Fax No. (512) 475-1771**

PREMIUM or CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document.

Notice of Applicability of Chapter 2253 of the Texas Government Code

These bonds are furnished in an attempt to comply with Chapter 2253 of the Texas Government Code. These bonds shall be construed to comply with such Chapter regarding the rights created, limitations on those rights, and remedies provided. Any provision in the bonds to which this Rider is attached that expands or restricts a right or liability under such Chapter shall be disregarded, and such Chapter shall apply to these bonds.



DARWIN NATIONAL ASSURANCE COMPANY

30 S. 17th St., Suite 810, Philadelphia, PA 19103

POWER OF ATTORNEY

Issue Date: February 3, 2015

No: 27949-D1255

Single Transaction Limit: \$10,000,000

KNOW ALL MEN BY THESE PRESENTS:

Darwin National Assurance Company, a Delaware corporation (the "Company") does hereby appoint

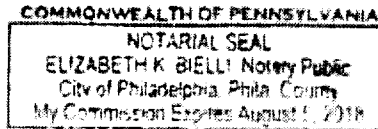
NAME(s):	<u>Brady K. Cox</u>	<u>Darrell Blaine Allen</u>
	<u>Brock Baldwin</u>	<u>Brent Baldwin</u>

FIRM: Baldwin-Cox Agency 5930 Preston View Boulevard #200 Dallas, TX 75240

Its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby. This Power of Attorney shall remain in full force and effect for one year from the issued date above-referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF, DARWIN NATIONAL ASSURANCE COMPANY has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 3rd day of February, 2015



Title: Senior Vice President - Surety

State of Pennsylvania)
County of Philadelphia)ss.

On this 3rd day of February, 2015, before me came the above-named officer of DARWIN NATIONAL ASSURANCE COMPANY, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

Notary
My Commission Expires: 08/05/2018

CERTIFICATE

Excerpt of Resolution adopted by the Board of Directors of the DARWIN NATIONAL ASSURANCE COMPANY (the "Corporation"), on December 31, 2012:

RESOLVED, that the proper officers of the Corporation, the head of the surety business line for the Corporation and their appointed designees (each an "Authorized Officer" and collectively, the "Authorized Officers") be, and each hereby is, authorized to appoint one or more Attorneys-in-Fact to represent and act for and on behalf of the Corporation in the transaction of the Company's surety business to execute (under the common seal of the Corporation, if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the signatures and attestations of the Authorized Officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognition or other contract of indemnity or writing obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile or mechanically reproduced signature of any Authorized Officer, whether made heretofore or hereafter, wherever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

RESOLVED, that in connection with the Corporation's transaction of surety business, any such Attorney-in-Fact delivering a secretarial or other certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact.

RESOLVED, that the Authorized Officers be, and each hereby is, authorized to execute (under the common seal of the Corporation, if appropriate), make, file and deliver in the name and on behalf of the Corporation any and all consents, certificates, agreements, amendments, supplements, instruments and other documents whatsoever, and do any and all other things whatsoever in connection with the Corporation's transaction of surety business, as such Authorized Officer shall in his or her absolute discretion deem or determine appropriate and any of the foregoing resolutions, the transactions contemplated thereby and any ancillary matters thereto and/or to carry out the purposes and intent thereof, such deeming or determination to be conclusively evidenced by any such execution or the taking of any such action by such Authorized Officer.

I, **Timothy J. Curry**, Secretary of the DARWIN NATIONAL ASSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this 17th day of February, 2015.

Timothy J. Curry, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. 818 Town & Country Blvd, Suite 500 Houston, TX 77024-4549	CONTACT NAME: PHONE (A/C, No, Ext): 713-877-8975 FAX (A/C, No): 713-877-8974 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED IOC Company, LLC; IOC Trucking, LLC; Terra Firma Materials, LLC P.O. Box 4737 Edinburg, TX 78540	INSURER A : Charter Oak Fire Insurance Company	
	INSURER B : Phoenix Insurance Company	
	INSURER C : Merchants National Insurance Company 12775	
	INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:**9CRR9RXH **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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			CO9E560292	09/07/2014	09/07/2015	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			BA9E055668	09/07/2014	09/07/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EXL0000240	03/01/2014	03/01/2015	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
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			UB4A00742	09/07/2014	09/07/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
								\$
								\$
								\$
								\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Hidalgo County Mile 2 North; Roadway Reconstruction Project
The Certificate Holder is included as additional insured as respects to General Liability and Auto Liability as required by written contract subject to policy terms, conditions and exclusions. In the event of cancellation by the insurance companies the policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the certificate holder shown below.

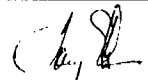
CERTIFICATE HOLDER Hidalgo County Purchasing Department 2812 S. Business Highway 281 New Administration Building Edinburg, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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.

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. 1461, 30th 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 Filed: _____

1. Name of person who has a business relationship with local governmental entity.

N/A

2. Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income other than investment income from 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.

N/A

Date: 3/30/11

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, TX 78540



Instrument Number: 2011-2204948

Recorded On: May 10, 2011

As
Recording

Parties:
To

Billable Pages: 1
Number of Pages: 2

Comment: CONFLICT OF INTEREST

** Examined and Charged as Follows: **

Recording	16.00
Total Recording:	16.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2011-2204948
Receipt Number: 1195861
Recorded Date/Time: May 10, 2011 09:00A

Record and Return To:

IOC COMPANY LLC
P. O. BOX 4737
EDINBURG TX 78540

User / Station: M Cartu - Cash Station 03



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed herein, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

I, the undersigned, _____, the duly authorized and acting legal representative of _____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signature: _____

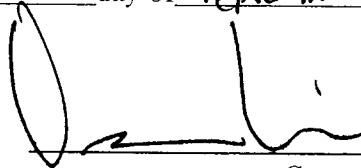
Date: _____

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 statutes of Texas, and Article 1066 ©,entitle Local Sales and Use Tax, revised civil statutes 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 23 day of September, 2014



Contractor

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:	IOC Company, L.L.C.	Telephone No. (956-380-2897 Office
dba Name:	IOC Company, L.L.C.	
Legal Name:	IOC Company, L.L.C.	
Mailing Address :	9212 East Curve Rd	Fax No. (956-380-4085 Fax
Physical Address:		
City, State, Zip	Edinburg, TX 78540	Tax I.D. No.
Remit to Address :	City, State, Zip	
E-Mail Address:		
Representative(s) Name(s) & Title(s)		
Type of Organization (check one):	<input checked="" type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify	
State Identification No.	36-4576062 (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):	<input type="checkbox"/> Manufacturer <input checked="" type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input type="checkbox"/> Service Organization <input checked="" type="checkbox"/> Other, Specify CONTRACTOR HEAVY CIVIL	
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)		
<input type="checkbox"/> Less than 125,000 annual gross receipt	<input type="checkbox"/> Black American	<input type="checkbox"/> Native American
<input type="checkbox"/> Less than 250,000 annual gross receipt	<input checked="" type="checkbox"/> Hispanic American	<input type="checkbox"/> Women
<input type="checkbox"/> Less than 499,000 annual gross receipt	<input type="checkbox"/> Asian Pacific American	<input type="checkbox"/> Other
<input checked="" type="checkbox"/> More than 500,000 annual gross receipt		
Have you been certified as a HUB or an MBE/WBE source?:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Indicate Certification No.(s): _____ or are Certificate(s) attached?:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
What type of product(s) is/are solicited by your company?:	Aggregates, Hotmix	
Would you like to be provided with specifications for procurements of such products?:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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.: _____		

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 IOC Company.LLC	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P <input type="checkbox"/> 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.) 9312 E Curve Rd	Requester's name and address (optional)
City, state, and ZIP code Edinburg Texas 78542		
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										
3	6		-	4	5	7	6	0	6	2

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below), and
- 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 www.irs.gov/w9 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

- 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

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.

Texas Department of Transportation**SiteManager Contract Materials Sourcing Letter**

Monday, January 28, 2013

Version: ibstpd-1.5-2012 11 13 39 AM

CONTRACTOR:

IOC COMPANY LLC
P.O. BOX 4737
EDINBURG, TX 785404737

CONTRACT ID**PROJECT:**

HIGHWAY: MILE 2 RD
COUNTY: HIDALGO

Name/Address:

COUNTY OF HIDALGO

Fax Nbr:**Email:**

02470E0400 :: FLEX BASE TY E GR 4	TerraFirma Materials
0251REWORK :: REWORK BASE MATL	IOC Company LLC
0260000000 :: LIME (HYDRATED LIME) DRY/SLURRY	Lhoist
0260CMLMSL :: COMMERCIAL LIME SLURRY	Lhoist
0260LMTRT0 :: LIME TREATMENT (ROAD MIX) SUBGRADE/BASE	IOC Company LLC
0260QKLM00 :: QUICKLIME DRY/SLURRY	Lhoist
0300CBM003 :: MC-30	Valero
0300PG6422 :: PG 64-22	Valero
0302SFTRAG :: SURF TRT AGGR	Star Aggregate/Fordyce
0302STALRA :: SURF TRT AGGR - LMST ROCK ASPH	Star Aggregate/Fordyce
03030L0400 :: LWT SURF TREATMENT AGGR GR 4	Star Aggregate/Fordyce
0330LRAP20 :: LIMST ROCK ASPH PAVEMENT TYPE 2	Star Aggregate/Fordyce
0340CA0000 :: AGGR COARSE HMA CP	Star Aggregate/Fordyce
0340CMC000 :: COMPLETE MIX HMA CP TY C	TerraFirma Materials
0340FA0000 :: AGGR FINE HMA CP	Star Aggregate/Fordyce
0340MF0000 :: MINERAL FILLER HMA CP	Star Aggregate/Fordyce
0340RAPAG0 :: AGGR HMA CP RAP	Star Aggregate/Fordyce
0341CM0000 :: ITEM 341 COMPLETE MIX QCQA ALL MIX TYPES	TerraFirma Materials
0400CMTBKL :: CEMENT TREATED BACKFILL	TXI
0421CA0000 :: AGGR COARSE PC CONC	JIII Concrete Ready Mix
0421CM0000 :: COMPLETE MIX PCC	JIII Concrete Ready Mix
0421FA0000 :: AGGR FINE PC CONC	JIII Concrete Ready Mix
0421FASFS0 :: SILICA FUME	JIII Concrete Ready Mix
0421FLASC0 :: FLY ASH CLASS C	JIII Concrete Ready Mix
0421FLASF0 :: FLY ASH CLASS F	JIII Concrete Ready Mix
0421FLASU0 :: FLY ASH ULTRA FINE	JIII Concrete Ready Mix
0421META00 :: METAKAOLIN	JIII Concrete Ready Mix
0440REBAR0 :: REINFORCING STEEL BARS	GC Steel & Accessories
0440WWF000 :: REINF STL WIRE FABRIC	GC Steel & Accessories
0464RCP000 :: RC PIPE	Rio Valley Pipe
0467PIPRUN :: PIPE RUNNERS (SET)	L&R Precast
052400/II :: PORTLAND CEMENT TY I/II	JIII Concrete Ready Mix
0524GGBF10 :: GROUND GRANULATED BF SLAG GR 100	JIII Concrete Ready Mix
0524GGBF12 :: GROUND GRANULATED BF SLAG GR 120	JIII Concrete Ready Mix
05261D0000 :: MEMBRANE CURING COMPOUND TY 1-D	GC Steel & Accessories
0526200000 :: MEMBRANE CURING COMPOUND TY 2	GC Steel & Accessories
0575TMUNSP :: TRAFFIC MARKER EPOXY-UNSPECIFIED	Centerline Supply
0658DEL000 :: DELINEATOR UNITS	Centerline Supply
0658FLDLPT :: FLEXIBLE DELINEATOR POSTS	Centerline Supply
0662MRKTAB :: TEMPORARY PVMT MARKINGS (TABS)	C&S Safety
0662TMPMRK :: TEMPORARY PVMT MARKINGS	C&S Safety

0666BEADS0 :: GLASS BEADS - TYPE II	Swarco Reflex
0666BEADS1 :: GLASS BEADS - TYPE III	Swarco Reflex
0666PTTX00 :: TRAFFIC PAINT	Ennis Paint
0666THMOW0 :: THERM PVT MARKING (WHITE)	Ennis paint Inc
0666THMOY0 :: THERM PVT MARKING (YELLOW)	Ennis paint Inc
0668PMS939 :: PREFAB PVMT MARKING MATERIALS-WORDS/SYM	3-M Co Flint Trading Swarco
0672BITPMA :: BITUMINOUS PAVEMENT MARKER ADHESIVE	Pavement Markings
0672RSPV00 :: RAISED PAVEMENT MARKER	Stimsonite/Ennis Paint



Vendors

Vendor	Vendor Name	Min. Code	%
5 ✓ AUSTIN	AUSTIN TRAFFIC SIGNALS		
	Address: 2431 N FM 493 DONNA, TX 78537-6520 USA		
	Contact: STEVE RUTLEDGE SALES		
	Phone: (956) 461-2452		
	Fax: (956) 461-2056		
	Mobile: (956) 239-1615		
	Email: SRUTLEDGE@ATSCC.COM		
CHEMLIME	CHEMICAL LIME COMPANY		
	Address: 350 APG LANE NEW BRAUNFELS, TX 78132 USA		
	Contact: JIM SCHOLL SALES		
	Phone: (956) 514-9001		
	Fax: (956) 514-9034		
	Mobile: (713) 397-7798		
	Email:		
CMC STEEL	CMC VALLEY STEEL		
	Address: 615 W. EXPRESSWAY 83 PHARR, TX 78577 USA		
	Contact: EDDIE GARZA SALES		
	Phone: (956) 412-6700		
	Fax: (956) 781-0016		
	Mobile: (956) 535-1619		
	Email:		
HD WATERWORK	HD WATER WORKS & SUPPLY CO.		
	Address: 100 N 1ST STREET MCALLEN, TX 78502		
	Contact: FELIPE GARCIA SALES		
	Phone: (956) 631-3341		
	Fax: (956) 687-5918		
	Mobile: (956) 227-0486		
	Email: FELIPE.GARCIA@HDSUPPLY.COM		

Vendors

Vendor	Vendor Name	Min. Code	%
5 IOC TRUCKING	IOC TRUCKING L.L.C.		
	Address: 2516 FATIMA AVENUE SUITE NO 4 EDINBURG, TX 78540 USA		
	Contact: OSCAR CUELLAR MANAGING MEMBER		
	Phone: (956) 380-2897		
	Fax: (956) 380-4085		
	Mobile: (956) 227-9327		
	Email: OCUELLAR@IOCCOMPANY.COM		
JIII	JIII CONCRETE, INC.		
	Address: 1700 E. 28TH STREET WESLACO, TX 78596 USA		
	Contact: ERASMO CUELLAR SALES		
	Phone: (956) 969-1578		
	Fax: (956) 968-1841		
	Mobile: (956) 227-1041		
	Email:		
L&R PRECAST	L&R PRECAST CONCRETE		
	Address: 3807 N. BENTSEN PALM DR. MISSION, TX 78572 USA		
	Contact: STEVE GARZA SALES		
	Phone: (956) 583-6293		
	Fax: (956) 424-1099		
	Mobile: (956) 789-7784		
	Email:		
MAGIC	MAGIC VALLEY CONCRETE, LLC		
	Address: 7301 W EXPRESSWAY 83 MISSION, TX 78572 USA		
	Contact: ROGER GONZALEZ SALES		
	Phone: (956) 584-5770		
	Fax: (956) 583-2086		
	Mobile: (956) 534-6542		
	Email:		

Vendors

Vendor	Vendor Name	Min. Code	%
PAVEMENT	PAVEMENT MARKINGS, INC.		
	Address: 7010 N. FM493 DONNA, TX 78537 USA		
	Contact: FRANK VILLESAS OWNER		
	Phone: (956) 464-0009		
	Fax: (956) 464-5677		
	Mobile: (956) 373-0545		
	Email:		
RIO VALLEY	RIO VALLEY PIPE		
	Address: 7301 W. EXPRESSWAY 83 MISSION, TX 78572 USA		
	Contact: ROGER GONZALEZ SALES		
	Phone: (956) 584-5770		
	Fax: (956) 583-2086		
	Mobile:		
	Email:		
SOILTECH	SOIL TECH, INC		
	Address: 709 W EXPRESSWAY 83 PHARR, TX 78577 USA		
	Contact: ROBERT GARZA SALES		
	Phone: (956) 787-2533		
	Fax: (956) 787-8295		
	Mobile: (956) 239-2415		
	Email:		
TERRAFIRMA	TERRA FIRMA MATERIALS		
	Address: 43530 W EXPRESSWAY 83 HAVANA, TX 78560 USA		
	Contact: MANUEL VERASTEGUI SALES		
	Phone: (956) 265-0160		
	Fax: (956) 380-4985		
	Mobile: (956) 265-0160		
	Email:		

Vendors

Vendor	Vendor Name	Min. Code	%
VALERO	VALERO MARKETING SUPPLY		

Address:
Contact:
Phone:
Fax:
Mobile:
Email:

5 VALLEYSTRIIP	VALLEY STRIPING CORP	DBE	100
----------------	----------------------	-----	-----

Address: 1616 E GRIFFIN PARKWAY #143
MISSION, TX 78572
USA
Contact: GUADALUPE SALINAS
SALES
Phone: (956) 432-2444
Fax: (956) 584-9509
Mobile: (956) 432-2444
Email: VALLEYSTRIIPING@YAHOO.COM

Control : 0921-02-323

Project :

Highway : CS (Mile 2 North Rd.)

County : Hidalgo

The enclosed Texas Department of Transportation Specifications, Special Specifications, Special Provisions, General Notes and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.



The seal appearing on this document was authorized by
ARMANDO J. SANDOVAL, P.E.
MAY 5, 2014

GENERAL NOTES:

2004 SPECS
GENERAL NOTES MASTER

GENERAL REQUIREMENTS AND COVENANTS - ITEM 1 THRU 9

For all pits or quarries, comply with the "Texas Aggregate Quarry and Pit Safety Act."

Provide on a weekly basis a list of equipment, including idle equipment, utilized on the project that week.

The 1-800 call services for utility locations do not include TxDOT facilities. Contact the Pharr District Signal Section (956-702-6225) for coordination regarding TxDOT underground lines.

ITEM 5: Control of the Work

Prior to contract letting, bidders may obtain a free computer diskette or a computerized transfer of files (from the Engineer's office) that contains the earthwork information. If copies of the actual cross-sections in addition to, or instead of, the diskette are requested, they will be available at the Engineers office for borrowing by copying companies for the purpose of making copies for the bidder at the bidders expense.

ITEM 8: Prosecution and Progress

Where road closures or detours around structures are necessary to accomplish proposed work, the removal of existing structures and/or cutting of existing pavement will not be permitted until all pre-cast members for the proposed structure have been cast, tested and approved for use.

Working days will be computed and charged in accordance with Article 8.3.A.4.

Upon issuance of written authorization to begin work, all of Item 100, "Preparing Right of Way" will commence. Item 100 work shall be completed before work begins on other items, unless otherwise authorized by the project engineer. Item 100 will be charged in accordance with Article 8.3.A.4.

Work and time charges will continue until completion of Item 100. Upon completion of Item 100, work and time charges will stop for a maximum period of 120-Working days for utility work to be completed. Time charges in accordance with Article 8.3.A.4 will resume at the end of the 120 working days work period. The Engineer and the Contractor may mutually agree, in writing, to increase or decrease this maximum number of days. The Contractor will not be entitled to additional compensation for these delays.

ITEM 100: Preparing Right of Way

Preparation of ROW will be done in accordance with the construction phasing shown on the Traffic Control Plans. Performance of this item will not be allowed outside of the project's current construction phase without prior approval by the Engineer.

ITEM 132: Embankment

Embankment (DENS CONT) shall be Type C with a max. PI of 40. Material used as embankment material in the top two feet below the bottom of Flexible Base shall meet the following requirements based on preliminary tests and such other tests found necessary by the Engineer.

1. The material shall be such as to produce a well-bonded embankment and shall have a minimum PI of 8 and a maximum PI of 30.

It is the Contractor's responsibility to advise the Engineer of the location of the source sufficiently in advance to avoid delay.

ITEM 160: Topsoil

Use topsoil as needed and directed by the project engineer for select problem areas. Unless otherwise approved by the project engineer, use topsoil from approved sources outside the right of way as per standard specifications. Existing topsoil is to be salvaged and retained for re-use on the project as topsoil.

ITEM 164: Seeding for Erosion Control

During drill seeding operations, application methods shall be in accordance with the method shown in the Standard Specification Book.

SS-1 Tacking Agent shall be a ratio of 2:1, two (Emulsion) to one (water) and applied at a rate of 0.05 gallons per square yard. The SS-1 Tacking Agent required for Drill Seed operations, will not be paid for directly, but will be subsidiary to Item 164 "Drill Seeding". Watering shall not be used with the Drill Seed Method.

Cool Season or Warm Season Grasses shall be included as part of Item 164 (See Table 3 and/or Table 4 in the Standard Specification Manual for dates and seed type).

Seed mixture shall be as specified under Item 164.

ITEM 166: Fertilizer

Fertilizer rate is based on a rate of 100 Lbs. of Nitrogen per acre. The Nitrogen-Phosphorous-Potassium (NPK) ratio shall include a minimum of 5 percent phosphorous and 5 percent Potassium. Fertilizer shall be homogenized.

ITEM 247: Flexible Base

Flexible Base Type E will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or granular materials when these materials are in situ with the caliche.

Flexible Base (TY E GR 4) or (TY D GR 4) crushed concrete shall conform to the following requirements:

Retained on Sq. Sieve	Percent Retained
2"	0
1/2"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max Amount:	50
Min. Comp. Strength PSI:	150 at 15 PSI lateral pressure
Triaxial Test	Tex-117-E

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

Two (2) percent lime (by weight) will be incorporated into the Flexible Base in the field at the State's expense in accordance with the provisions of Items 260.

The percent of density as determined by Compaction Ratio (Tex-113-E) for the new Flexible Base shall be a minimum of 98%.

The Contractor's attention is called to the fact that certain existing and/or proposed structures may be within the limits of the Flexible Base. It shall be the Contractor's responsibility to perform construction operations without damage to these structures.

For water added under Item 247, the sulfate content will not exceed 3000-ppm and the chloride content will not exceed 3000-ppm.

ITEM 251: Reworking Base Material

Quantities of Flexible Base to be salvaged, shown on the typical sections, are for estimating purposes only. All acceptable base material encountered in existing base is to be salvaged as directed by the Engineer regardless of the quantities involved.

Salvaged base shall be used in the bottom course on any of the proposed roadway and/or turnout sections.

Salvaged base may be used on any of the proposed driveway sections.

ITEM 260: Lime Treatment (Road Mixed)

The Contractor's attention is called to the fact that certain existing and/or proposed structures are within the limits of the lime-treated Subgrade. Unless otherwise directed by the Engineer, these structures shall be installed before the final rolling of this Subgrade. It shall be the Contractor's responsibility to perform the proper lime treating operation without damage to these structures.

The slurry method of applying lime will be required, except when the lime is to be added to naturally wet materials as directed by the Engineer.

For this project, the Engineer will direct a random number of lime trucks to be check weighed.

The percent of density as determined by Tex-121-E for the new and salvage Flexible Base shall be a minimum of 98% for all courses.

ITEM 300: Asphalts, Oils and Emulsions

Temporary ramps/detours and driveways may use performance grade binder 64-22.

ITEM 301: Asphalt Antistripping Agents

Hydrated Lime shall be added as an Antistripping additive between the rates of 1 % minimum 2.0% maximum by weight for item 3268. If the Hamburg wheel test cannot be met within these limits, Liquid Antistripping agents as approved by the Engineer may be used in conjunction with lime for item 3268.

ITEM 310: Prime Coat (Cutback Asphaltic Material)

The Contractor shall exercise diligence in the application of asphalt by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

All existing Flexible Base, which may become exposed by the milling operation, shall be primed at the rate of 0.2 Gal/SY.

Do not apply subsequent courses over the initial prime coat any earlier than the day after the prime coat was applied, unless otherwise authorized or directed by the Engineer.

ITEM 3268: Dense-Graded Hot-Mix Asphalt (QC/QA)

The contractor shall exercise diligence in the application of "Tack Coat" by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

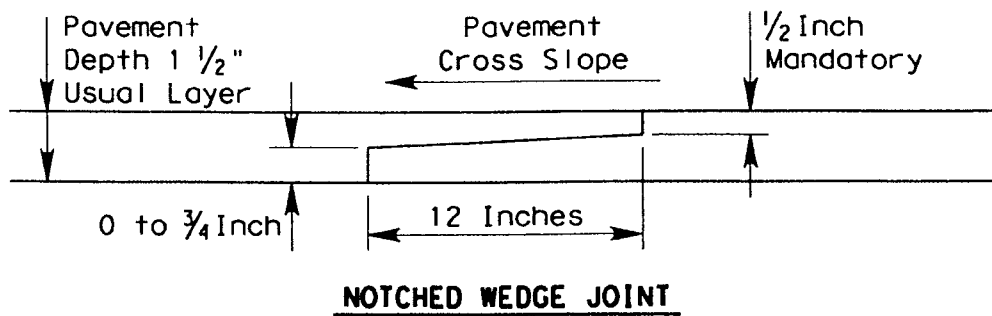
Blading (not to exceed more than 3-ft from the pavement edge) may also be necessary to clean dirt and grass from pavement edges and turnout areas as work under this bid Item. The cost of this blading will not be paid for directly, but shall be considered subsidiary to this bid Item.

This project will require the following minimum surface aggregate Classifications:

County	CSJ	Highway	Classification
Hidalgo	0921-02-323	Mile 2 Rd.	B

Level-up will be placed before the surface course. An asphaltic concrete spreading and finishing machine and/or motor graders; when approved by the Engineer may be used to place the ACP level-up.

All unconfined longitudinal joints shall be constructed with a joint maker providing a maximum 1/2-inch vertical edge and a minimum 6:1 edge taper or as approved by the Engineer.



The engineer may allow for variances to the dimensions shown.

The Hamburg wheel Test requirement for PG 64 binder will be 5,000 passes @ 0.5 inch rut depth.

Target Lab Molded Density for this project shall be 97%.

Public and private driveways need to have a smooth vertical transition between the edge of pavement and the existing driveways. The contractor is to add a vertical taper if needed which will be subsidiary to Item 3268.

ITEM 400: Excavation and Backfill for Structures

If the Contractor elects to cut pavement (existing/detour) for structural work beyond that required by the construction phasing shown in the plans and approved by the Engineer, it shall be restored at his expense and backfilled to its original condition or better in accordance with Item 400.

Unless shown otherwise in the plans, use a 1-ft depth for Item 400 Structural Excavation (Special) for gravel bedding needed below drainage structures with unstable material.

ITEM 416: Drilled Shaft Foundations

Payment for furnishing and installing anchor bolts mounted in drill shafts will be included in the unit price bid for the various diameter drill shafts.

The Contractor shall coordinate with the utility companies to verify utility locations before drilling foundations.

The Contractor shall form, or provide a smooth finish, the portions of drilled shaft that project above the ground line. Place a 3/4 inch chamfer on the top edge of each pole foundation. This work will not be paid for directly, but will be considered subsidiary to this bid item.

All drilled shaft foundations will be based on the lengths shown on the plans or those established in writing. Adequate calculations for measurements of foundations have been made in accordance with Article 9.1 of the Standard Specifications. Increases or decreases in the quantities required by change in design will be measured as specified and the revised quantities will be the basis for payment.

In the presence of excess ground water and/or unstable conditions in sub-grade soils prevents excavation to the line and depths indicated on the plans for "Drilled Shaft Foundation", other proposed methods of foundation installation such as casing, etc. shall be submitted for review and approved by the Engineer.

ITEM 420: Concrete Structures

Use membrane curing, Type 2, for concrete curb, gutter and combined curb and gutter, concrete medians, directional islands and sidewalks.

ITEM 421: Portland Cement Concrete

Provide equipment at the batch plant for determining the free moisture and/or absorption of aggregates in accordance with applicable TXDOT Test.

Provide the following items for concrete batch inspection in accordance with specifications outlined in DMS-10101, "Computer Equipment":

- (1) One Desktop Microcomputer or One Laptop Microcomputer
- (2) One Integrated Printer/Scanner/Copier/Fax Unit
- (3) Contractor-Furnished Software
- (4) Hardware

Air entrain all concrete used in Drilled Shafts.

Submit to the Engineer for approval the project locations for all Portland Cement concrete washout areas prior to starting any concrete work.

ITEM 432: Riprap

Provide Class "A" concrete minimum for riprap aprons placed around all box culvert and pipe safety end treatments. Provide ¼-inch thick dummy joints at least every 15-ft for riprap aprons placed around box and pipe culverts.

ITEM 464: Reinforced Concrete Pipe

Use tongue and groove pipe where the RCP extends into the lime treated subgrade. The 4-foot depth restriction for heavy equipment passage over pipe structures is voided. The Contractor will be responsible for any construction damage to these facilities.

Do not use mortar joints.

All reinforced concrete pipe shall include rubber gaskets unless shown otherwise on the plans or directed by the engineer.

ITEM 465: Manholes & Inlets

For TY C, CC, and TY C(SPL-1&2) inlets, provide Class B concrete riprap with (6"x6" W3xW3 (no. 6 gauge) welded wire fabric) for any side that is touching the natural ground. The riprap will be 4-in thick and 3-ft wide with an 8-in deep by 6-in wide toe unless otherwise shown in the plans. The cost will be subsidiary to Item 465 unless otherwise shown in the plans.

ITEM 467: Safety End Treatment

All Type II SET's shall have riprap, Class "A" minimum, aprons as shown on the plans. The contractor may submit an alternate precast SET design for approval by the Engineer.

ITEM 471: Frames, Grates, Rings and Covers

All grates will be tack welded to the frames in a manner satisfactory to the Engineer.

ITEM 502: Barricades, Signs and Traffic Handling

Shadow vehicles equipped with Truck-Mounted Attenuators are required.

A pilot car and radio equipped flaggers shall be required for all undivided roadway locations as directed by the Engineer. The pilot car with necessary flaggers and/or radio equipped flaggers and all signs, equipment, labor and incidentals required for this method of traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

Replace/relocate all regulatory signs removed due to construction operations with the same sign on fixed support(s) immediately upon its removal. First obtain project Engineer approval before removing any regulatory roadway sign. Required flaggers are to be available to direct traffic during sign intermediate down time.

Relocate any Directional Sign Assemblies removed during construction operations immediately upon their removal.

These signs shall be relocated to a location in accordance with the Latest Version of the "Texas Manual on Uniform Traffic Control Devices". In no case will a sign be removed without a replacement sign and support(s) being readily available and a location established. Removal and relocation of these signs required for traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

From the beginning to the end of the project, all traffic control devices need to be in acceptable condition as per the Texas Quality Guidelines for Work Zone Traffic Control Devices.

The Contractor Force Account "Safety Contingency" that has been established for this project is intended to be utilized for work zone enhancements, to improve the effectiveness of the Traffic Control Plan, that could not be foreseen in the project planning and design stage. These enhancements will be mutually agreed upon by the Engineer and the Contractor's Responsible Person based on weekly or more frequent traffic management reviews on the project. The "Safety Contingency" is not intended to be used in lieu of bid items established by the contract.

ITEM 504: Field Office and Laboratory

For this project a field office will not be required at the project site.

The Contractor will furnish a Type D Structure (Asphalt Mix Laboratory) modified by the following.

Laboratory room:

The other room of this building will be used as a laboratory and will include access to a bathroom facility from the interior. The laboratory and bathroom facility will have the walls, ceiling and floor insulated such that the air temperature can be maintained at 76 degrees Fahrenheit at all times.

Furnish for the Department's use in the asphalt laboratory one (1) desktop computer.

ITEM 508: Constructing Detours

Flexible Base, prime coat, and Asphaltic Concrete Pavement used for detours shall meet the requirements of Items 247, 310 and 3268 respectively, except for measurement and payment.

ITEM 529: Concrete Curb, Gutter and Combined Curb and Gutter

Before final acceptance of the project, remove discoloration caused by tire marks, mud, asphalt, paint or other similar material by any method satisfactory to the Engineer to achieve a uniform color and texture of the finished surface exposed to view.

ITEM 530: Intersections, Driveways, and Turnouts

Prime coat shall meet the requirements of Item 310.

Daily testing requirements for Hot Mix Asphaltic Concrete Pavements for drives, commercial entrances and/or turnouts may be waived by the Engineer.

Public and private driveways need to have a smooth vertical transition tie-in between the proposed driveway and the existing driveway. The contractor is to add a vertical taper if needed which will be subsidiary to Item 530.

ITEM 531: Sidewalks

Construct ¼-inch thick score joints at a maximum 6-foot spacing and expansion joints at a maximum 30-foot spacing. Construct a joint in the center of the sidewalk if it is over 15-feet wide. For steel reinforcement, use 6x6-inch spacing with #3 bars or 6x6 – D6 welded wire fabric.

ITEM 585: Ride Quality for Pavement Surfaces

Use Surface Test Type "B" for service roads and ramps.

Quality control results shall be submitted to TxDOT the next working day after each day's paving.

Pavement areas with public turnout intersections that carry major traffic volumes will not be subjected to inertial profiler testing. These areas shall be evaluated using the 10-ft. Straightedge.

Diamond grinding shall be used to remove localized roughness.

ITEM 610: Roadway Illumination Assemblies

Luminaires shown on the proposed Traffic Signal installation layout sheets may be shown at an angle for clarity. All luminaires shown shall be installed perpendicular to the main roadway under construction.

In addition to ED (2)-03, each cable for luminaires shall be identified in each ground box, pole base, or other accessible location with yellow electrical tape wrapped around the cable. The tape marking shall be at least 2 inches.

All luminaires on traffic signal poles shall be rated for 240 vac.

Luminaires installed on traffic signal poles will not be paid for directly, but shall be considered subsidiary to the various bid items of the project.

ITEM 618: Conduit

All conduit ends in pole bases, controllers and ground boxes shall be plugged with 4 to 6 inches of polyurethane sealant or its equivalent after cables are in place.

Conduit shall be placed in a straight line not to exceed 2.0 feet in any direction. The depth of the conduit shall be 1.5 feet except when crossing a roadway where the depth shall not be more than 3.0 feet nor less than 1.0 foot below the bottom of the base material in the roadway when placed by the jacking or boring method. Any evidence of damage to the roadway during the jacking or boring operation shall be sufficient grounds to stop the method being used.

Conduit runs under paved roadways or driveways shall be jacked or bored and then pushed across. At these locations, galvanized rigid metal may be used. All other runs shall be made by trenching. Existing pavement which will be removed, reconstructed or overlaid with new pavement may be trenched across.

Trenches for conduit runs shall be a minimum 2 feet deep and 4 inches wide. The conduit shall be placed on a 2-inch sand cushion and then backfilled with a minimum of 6 inches sand fill. The remainder of the trench shall be backfilled with flexible base, soil or two-sack concrete as required by location of conduit on the project or as directed. The top 3 inches shall match the existing surface material.

All conduit elbows and rigid extensions required to be installed on PVC conduit systems will not be paid for separately, but will be considered subsidiary to the various bid items.

Use materials from prequalified material producers list as shown on the Texas Department of Transportation (TxDOT) - Construction Division's (CST) materials producers list. Category is "Roadway Illumination and Electrical Supplies."

ITEM 621: Tray Cable

Connect luminaires on traffic signal poles using a 4 conductor tray cable with conductor colors of red, black and green #12 AWG (XHHW). The white (neutral) conductor will not be needed and will be capped.

ITEM 628: Electrical Service

Arrange for and cooperate with the utility company to provide electrical power for the service(s) shown and as required by the plans. A meter will be required on all electrical services.

ITEMS 636: Aluminum Signs

Complete sign blanks and panels shall be handled and stored at the job site in such a manner that corners, edges and faces are not damaged. Finished sign blanks shall be stored in either a weather-proof warehouse or outside and off the ground in a vertical position. All paper, cardboard and chemically treated separators and packaging shall be removed prior to outside storage.

ITEM 644: Small Roadside Sign Supports and Assemblies

All signs shall be installed as shown in the plans and in accordance with the current edition of the "Texas Manual on Uniform Traffic Control Devices" and the "Sign Crew Field Book" (SCFB).

All signs shall be erected according to the locations shown on the signing layout sheets except that a sign may be shifted in order to secure a more desirable location. All sign locations will be staked as shown in the plans and as approved. It is the intent of the plans to erect all roadside traffic signs with the sign edge a minimum of 6 feet from the edge of the shoulder, or if none, 12 feet from the edge of the travel lane. In curb and gutter sections the sign edge shall be a minimum of 2 feet from the face of the curb.

For this project, aluminum type sign blanks as provided for under Item 636 will be required for all proposed signing installed under Item 644. Aluminum sign blanks less than 7.5 square feet shall be 0.08 inch thick, sign blanks 7.5 to 15 square feet shall be 0.100 inch thick and sign blanks greater than 15 square feet shall be 0.125 inch thick.

All excess excavation shall be spread uniformly inside the right of way as directed and shall be included in the price of these Items.

Sign types which design details are not shown on the plans shall conform with the latest edition of the Department's "Standard Highway Sign Design for Texas" Manual.

Signs shown to be removed shall include the complete sign installation and separate the sign post at the concrete foundation. The concrete foundation shall be disposed in accordance with this Bid Item. Except for concrete foundations, all removed sign panels, sign posts, and hardware shall remain then property of the Department. All removed sign installations shall be completely disassembled. All salvageable sections of sign panels shall be recycled by TxDOT. The removed sign material will be required to be hauled to the maintenance yard closest to the project. No signs shall be removed without prior approval.

ITEM 656: Foundations for Traffic Control Devices

The dimensions shown on the plans for location of signal pole foundations, conduit and other items may be varied to meet existing conditions as approved.

The work area shall be cleaned up and all loose material resulting from the contract operations shall be removed from the work area each day before work is suspended.

No traffic signal pole shall be placed on the foundations prior to seven (7) days following placement of concrete.

ITEMS 662 and 666: Work Zone Pavement Markings and Reflectorized Pavement Markings

All permanent pavement markings and work zone pavement markings for this project under these Items shall be 0.100 inches (100 mil) thick thermoplastic.

Any permanent pavement markings or non-removal work zone pavement markings lacking reflectivity in accordance with test method Tex 828-B, will not be paid for, as per district policy. The roadway will be re-stripped at no additional compensation.

Pavement surface preparation for markings and markers will not be paid for directly, but shall be considered subsidiary to Item 666.

Prior to any striping operations, an on-site coordination meeting between all the parties involved will be required to review striping details and requirements to ensure quality work.

The beads used on this project shall meet the requirements of Departmental Materials Specification DMS-8290, Glass Traffic Beads Texas Type II & III. Use a 50% Type II/ 50% Type III mix utilizing a double drop system with Type III beads dropped first.

For expressway projects, provide channelizing devices at the ramp connections when temporary pavement marking tabs are placed. These channelizing devices will be subsidiary to item 502.

ITEM 677: Eliminating Existing Pavement Markings and Markers

Asphalt and aggregate types and grades shall be as approved in writing when a surface treatment is used to eliminate existing pavement markings.

ITEM 680: Installation of Highway Traffic Signals

Sequence of work

1. The existing flashing beacon installation(s) shall remain in operation at all times during construction of the proposed flashing beacon installation(s) or modification(s).
2. The complete removal of the specified existing flashing beacon installation or specified Items will be required when the proposed flashing beacon installation(s) are in place and operational.

3. All labor, tools, and materials used to remove the specified existing flashing beacon material shall not be paid for directly, but be considered subsidiary to the various items of work.
4. Final inspection shall be performed in conjunction with the district signal shop.

ITEM 682: Vehicle and Pedestrian Signal Heads

All flashing beacon heads shall be covered with burlap from the time of installation until they are placed in operation. All flashing beacon heads shall be of polycarbonate material and yellow in color. Flashing beacon heads shall have standard detachable visors. LED's shall be furnished for all traffic signal heads.

Flashing beacon heads shall be positioned carefully to provide the best view of head indications to motorists. All beacon heads shall be installed to a neat overall appearance.

Nominal height for flashing beacon heads above pavement surface shall be 18 feet 6 inches, plus/minus 3 inches.

ITEM 684: Traffic Signal Cables

All signal cable shall be #12 AWG;2/c loop.

ITEM 686: Traffic Signal Pole Assemblies (Steel)

The locations for the proposed traffic signal poles are approximate. The exact locations will be determined in the field in coordination with the District Signal Shop.

Erection and/or removal of poles and luminaries located near any overhead electrical power lines shall be accomplished using established industry and utility safety practices. The appropriate utility company shall be consulted with prior to beginning such work.

ITEM 1122: Temporary Erosion, Sedimentation, and Environmental Controls

Due to the nature of this project, it is unlikely a significant amount of soil will be disturbed. However, if erosion control logs are needed; it shall be placed as directed by the Engineer.

ITEM 4061: Irrigation Wells, Gates and Valves

If the Contractor elects, a larger size Item may be furnished and installed at no extra cost to the State.

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF
----- TRANSPORTATION JUNE 1, 2004.
STANDARD SPECIFICATIONS ARE INCORPORATED
INTO THE CONTRACT BY REFERENCE.

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE
IDENTIFIED BELOW:

STANDARD SPECIFICATIONS:

- ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS
- ITEM 100 PREPARING RIGHT OF WAY (103)
- ITEM 104 REMOVING CONCRETE
- ITEM 106 OBLITERATING ABANDONED ROAD
- ITEM 110 EXCAVATION (132)
- ITEM 132 EMBANKMENT (100) (204) (210) (216) (400)
- ITEM 160 TOPSOIL
- ITEM 164 SEEDING FOR EROSION CONTROL (162) (166) (168)
- ITEM 168 VEGETATIVE WATERING
- ITEM 204 SPRINKLING
- ITEM 247 FLEXIBLE BASE (105) (204) (210) (216) (520)
- ITEM 251 REWORKING BASE COURSES (210) (216) (247) (520)
- ITEM 260 LIME TREATMENT (ROAD-MIXED)
(105) (132) (204) (210) (216) (247) (300) (310) (520)
- ITEM 310 PRIME COAT (300) (316)
- ITEM 400 EXCAVATION AND BACKFILL FOR STRUCTURES (132) (401) (420) (421)
- ITEM 402 TRENCH EXCAVATION PROTECTION
- ITEM 416 DRILLED SHAFT FOUNDATIONS (420) (421) (440) (448)
- ITEM 432 RIPRAP <247><420><421><427><440><431>
- ITEM 464 REINFORCED CONCRETE PIPE (400) <476>
- ITEM 465 MANHOLES AND INLETS (400) (420) (421) <440><471>
- ITEM 496 REMOVING STRUCTURES <430>
- ITEM 500 MOBILIZATION
- ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING
- ITEM 508 CONSTRUCTING DETOURS
- ITEM 529 CONCRETE CURB, GUTTER, AND COMBINED CURB AND GUTTER
(360) (420) (421) (440)
- ITEM 530 INTERSECTIONS, DRIVEWAYS AND TURNOUTS
(247) (260) (263) (275) (276) (292) (316) (330) (334) (340) (360) (421) (440)
- ITEM 531 SIDEWALKS (104) (360) (420) (421) (440) (530)
- ITEM 618 CONDUIT (400) (445) (476) (622)
- ITEM 620 ELECTRICAL CONDUCTORS
- ITEM 621 TRAY CABLE
- ITEM 625 ZINC-COATED STEEL WIRE STRAND
- ITEM 628 ELECTRICAL SERVICES (441) (445) (449) (618) (620) (627) (656)
- ITEM 636 ALUMINUM SIGNS (643)
- ITEM 644 SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES
(421) (440) (441) (442) (445) (634) (636) (643) (656)
- ITEM 662 WORK ZONE PAVEMENT MARKINGS (666) (668) (672) (677)
- ITEM 666 REFLECTORIZED PAVEMENT MARKINGS (316) (318) (662) (677) (678)
- ITEM 668 PREFABRICATED PAVEMENT MARKINGS

ITEM 672 RAISED PAVEMENT MARKERS (677) (678)
 ITEM 680 INSTALLATION OF HIGHWAY TRAFFIC SIGNALS
 (610) (625) (627) (634) (636) (656)
 ITEM 682 VEHICLE AND PEDESTRIAN SIGNAL HEADS
 ITEM 684 TRAFFIC SIGNAL CABLES
 ITEM 686 TRAFFIC SIGNAL POLE ASSEMBLIES (STEEL)
 (416) (421) (441) (442) (445) (449)

SPECIAL PROVISIONS (SEE SECTION T):

SPECIAL PROVISIONS WILL GOVERN AND TAKE PRECEDENCE OVER THE SPECIFICATIONS
 ENUMERATED HEREON WHEREVER IN CONFLICT THEREWITH.

Required Contract Provisions, Federal-Aid Construction Contracts
 (Form FHWA 1273, May, 2012) (**SEE SECTION U**)

Wage Rates (**SEE SECTION V**)

Special Provision (000--003) "Notice to All Bidders"
 Special Provision (000--004) "Notice of Requirement for Affirmative Action
 to Ensure Equal Employment Opportunity Special Provision (Executive
 Order 11246)"
 Special Provision (000--006) "Standard Federal Equal Employment Opportunity
 Construction Contract Specifications (Executive Order 11246)"
 Special Provision (000--009) "Certification of Nondiscrimination in
 Employment"
 Special Provision (000--011) "Department Division Mailing and Physical
 Address"
 Special Provision (000--1483) "Notice of Changes to U.S. Department of Labor
 Required Payroll Information"
 Special Provision (000--1966) "Disadvantaged Business Enterprise in Federal
 Aid Contracts"
 Special Provision (000--2329) "Partnering"
 Special Provision (000--2332) "Schedule of Liquidated Damages"
 Special Provision (000--2607) "Nondiscrimination"
 Special Provision (000--2638) "On the Job Training Program"
 Special Provision (000--2839) "IMPORTANT NOTICE TO CONTRACTORS"
 Special Provision (000--2859) "IMPORTANT NOTICE TO CONTRACTORS"
 Special Provision to Item 1 (001--007)
 Special Provision to Item 1 (001--015)
 Special Provision to Item 2 (002--017)
 Special Provision to Item 3 (003--033)
 Special Provision to Item 4 (004--017)
 Special Provision to Item 5 (005--004)
 Special Provisions to Item 6 (006--030) (006--047)
 Special Provision to Item 7 (007--918)
 Special Provision to Item 8 (008--119)
 Special Provisions to Item 9 (009--009) (009--015)
 Special Provision to Item 100 (100--002)
 Special Provision to Item 164 (164--002)
 Special Provision to Item 247 (247--033)
 Special Provision to Item 260 (260--003)
 Special Provision to Item 316 (316--016)

Special Provision to Item 400 (400--007)
Special Provision to Item 462 (462--015)
Special Provision to Item 464 (464--006)
Special Provision to Item 465 (465--002)
Special Provision to Item 500 (500--011)
Special Provision to Item 502 (502--033)
Special Provision to Item 530 (530--006)
Special Provision to Item 560 (560--001)
Special Provision to Item 620 (620--001)
Special Provision to Item 628 (628--003)
Special Provision to Item 672 (672--034)
Special Provision to Item 682 (682--003)
Special Provision to Item 1122 (1122--001)
Special Provision to Item 6266 (6266--017)

SPECIAL SPECIFICATIONS (SEE SECTION W):

ITEM 1122 Temporary Erosion, Sedimentation, and Environmental Controls
ITEM 3268 Dense-Graded Hot-Mix Asphalt (3214)
ITEM 4035 Reinforced Concrete Low-Head Pressure Pipe
ITEM 4061 Irrigation Wells, Gates and Valves
ITEM 4269 PRESS IRRIG PVC PIPE(24 IN)
ITEM 6266 VIVDS COMMUNICATION CABLE (COAXIAL)

GENERAL:

THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE- LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.