**AI-28114** **6. B.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

Recognition of Mrs. Yvonne Ramón, Elections Administrator as a Certified Elections/Registration Administrator (CERA)

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/17/2011 01:55 PM |
| Erika Zamora | Erika Zamora | 08/17/2011 04:04 PM |
| Auditor's Office | Arcilia Duran | 08/17/2011 05:07 PM |
| Purchasing Department | Marty Salazar | 08/18/2011 10:07 AM |

Form Started By: Monica Badillo Started On: 08/17/2011 01:36 PM

Final Approval Date: 08/18/2011

**AI-28163** **6. C.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

**CAPTION**

Discussion on TXDOT County Assistance Program Allocation for 2012 and approve the division of salvaged material per precinct

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

Donated materials will be received from TXDOT

## Attachments

letter

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/18/2011 01:02 PM |
| Dale Kennan | Dale Kennan | 08/18/2011 02:28 PM |
| Purchasing Department | Angela Garcia | 08/19/2011 08:35 AM |

Form Started By: Monica Badillo Started On: 08/18/2011 12:11 PM

Final Approval Date: 08/19/2011

Texas Department of Transportation

P.O. BOX 1717 • PHARR, TEXAS 78577-1717 • (956) 702-6100

August 15, 2011

CMRRR # 7005-3110-0000-1218-6083

Honorable Judge Ramon Garcia
Hidalgo County Judge
P. O. Box 1356
Edinburg TX 78540

Re: County Assistance Program Allocation for Fiscal Year 2012

Dear Honorable Judge Garcia:

In compliance with the implementation of the County Assistance Program as defined under the rules of TAC Title 43, Part 1, Chapter 29, Subchapter A, Rule § 29.3 (43TAC § 29.3), the Local Assistance Program Section 201.706, Transportation Code, and Rider 27, HB 1, revised and passed during the last Legislative Session.

The Texas Department of Transportation (TxDOT) is required to assist counties with materials to repair and maintain county roads. The amount appropriated to each county is primarily based on the county's percentage of statewide 2060 weight tolerance permits, county road mileage, statewide lane miles of county roads, among other criteria.

For Fiscal Year 2012, Hidalgo County is eligible to receive salvaged material valued up to $63,728.00. Please submit a written request to collect your annual allotment of salvaged materials. Material request need to specify the material type, quantity and roadway to be used. All requests from Hidalgo County must be approved and signed by you.

Should you have any questions about this program or need additional information, please do not hesitate to contact me at (956) 702-6125.

Sincerely,

Pedro R. Alvarez, P.E.
Director of Maintenance

cc: Mario R. Jorge, P.E.
Valente Olivarez, P.E.
Ramiro Flores
David Garcia
Robert De La Fuente

**AI-28106** **6. D.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

**CAPTION**

HIDTA - Task Force:
Approval of Amended Release and Settlement Agreement with Keith Weaver dba Ivan's Automotive, regarding monthly payment plan of $500.00 per month to satisfy theft claim of a HIDTA motor vehicle with authority for Executive Officer to sign appropriate documents.

**BACKGROUND**

DA has reviewed/prepared all documents related to this matter-MB

(vehicle was recovered; county to keep vehicle and $ 500.00 payment already received.)

Agreement approved by court on 6/28/11.

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-360-00-000-000-0-00(

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

**BUDGETARY IMPACT:**

Promisory note is for $6,000.00 executed on June 22, 2011.

Revenue Acct. #1-1251-360-00-270-000-0-000

## Attachments

signed
Receipt No.'s

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/17/2011 11:48 AM |
| Sylvia Solis | Sylvia Solis | 08/18/2011 09:12 AM |
| Auditor's Office | Arcilia Duran | 08/18/2011 11:26 AM |
| Dina Trevino | Merlen P. Munoz | 08/18/2011 11:31 AM |
| Sylvia Solis | Sylvia Solis | 08/18/2011 01:16 PM |

Purchasing Department Marty Salazar 08/18/2011 03:06 PM

Form Started By: Monica Badillo Started On: 08/17/2011 11:36 AM

Final Approval Date: 08/18/2011

# AMENDED RELEASE AND SETTLEMENT AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

WHEREAS, the Hidalgo County H.I.D.T.A. Task Force ("Releasor") and Keith Weaver III d/b/a Ivan's Automotive, ("Releasee") are currently involved in a dispute involving the theft of a HIDTA motor vehicle (2005 Blue Chrysler 300; Vin#2C3AA53G95H574210) on April 17, 2011, from Releasee's place of business (2245 S. Closner Blvd., Edinburg, Texas). As the parties did not wish to litigate these matters in a court of law, both entered into a Release and Settlement Agreement and Releasee executed a promissory note dated June 22, 2011. Releasee has delivered two payments of $500.00 each to Releasor pursuant to the terms of said Release and Settlement Agreement. Subsequently, the subject stolen vehicle was recovered on August 05, 2011 by Pharr Police Department.

WHEREAS, Releasor would like to retain ownership of the subject recovered vehicle and enter into this Amended Release and Settlement with Releasor.

NOW THEREFORE, in consideration for payment of FIVE HUNDRED DOLLARS ($500.00), previously delivered to and received by RELEASOR, RELEASOR hereby agrees to acquit and forever discharge RELEASEE and his representatives, successors, insurers and assigns, and all other persons, firms or corporations who might be liable from any and all loss of use, claims, demands, charges, costs of court including but not limited to attorney fees, and causes of action of whatsoever nature, whether civil or criminal, or any other legal theory arising out of the theft of the above-referenced vehicle, from any and all liability damages of any kind known or unknown, whether in contract or in tort, property damages and any other damages which have accrued or may ever accrue to RELEASOR and his successors or assigns, for or on account of the facts and subject matter referred to herein, specifically the above-referenced vehicle. Further, RELEASEE agrees to release RELEASOR from any and all rights, title, interests and claims RELEASEE may have in the vehicle upon return of FIVE HUNDRED DOLLARS ($500.00) to RELASEE by RELEASOR.

The aforementioned consideration is accepted by the RELEASOR in full satisfaction of all damages or claims owed to RELEASOR by RELEASEE. It is further understood that this is a compromise and settlement of all matters contained in the aforementioned paragraph and a mutual release of any and all claims related to the above referenced occurrence between RELEASOR and RELEASEE.

It is understood that this AMENDED RELEASE AND SETTLEMENT AGREEMENT is an amendment to the original Release and Settlement Agreement previously executed on June 28, 2011.

If is further understood and agreed that there are no promises of any additional payments or of any further benefits to be received by the RELEASOR from RELEASEE, his agents, successors, assigns and/or affiliates other than the consideration recited in this release.

Upon execution of this AMENDED RELEASE AND SETTLEMENT AGREEMENT, RELEASEE is hereby forever released and discharged from the Promissory Note made payable to the County of Hidalgo in the principal amount of $6,000.00 executed on June 22, 2011.

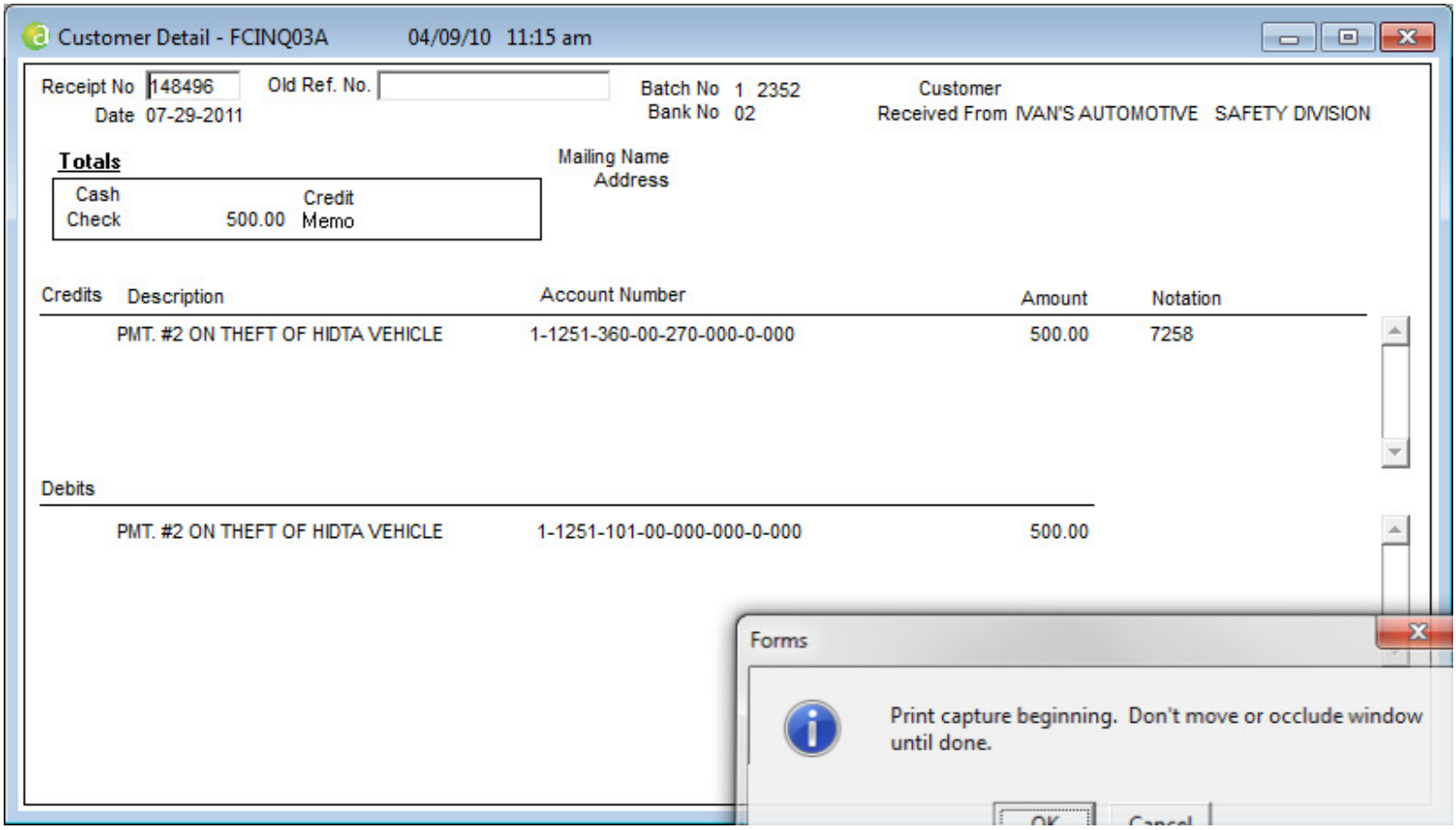
RELEASOR and RELEASEE are legally competent to execute this release and settlement agreement and are all above the age of eighteen (18) years, that no promise or agreement which is not expressed has been made to either party in executing this release, and that neither party is relying upon any statement or representation of any agent of the parties being released. The parties are relying on their own judgment and have the authority to do so. Both parties have read and understand the entire contents of this release, as well as the legal consequences of this release, and both parties understand that this release shall operate as a full and complete and final release and settlement of any and all claims referred to above with respect to the theft of the subject vehicle currently owned by RELEASOR.

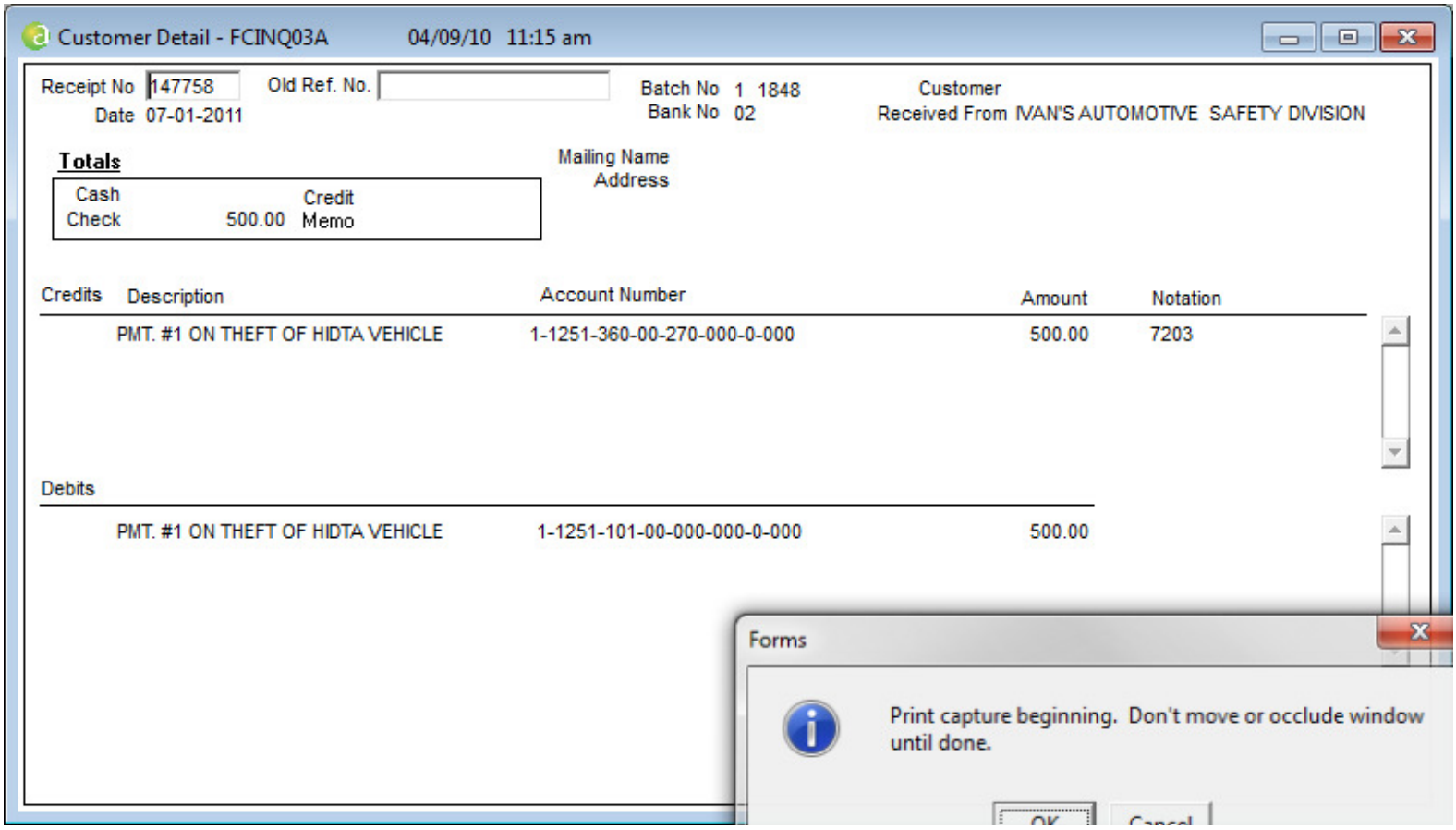
WHEREAS, it is acknowledged, agreed and understood that I have read this full release and that it is a complete, written statement of the terms and conditions of the release.

Signed this the _____ day of _____, 2011.

By: _____
Valde Guerra
Hidalgo County Commissioners' Court
Executive Officer
RELEASOR

By: _____
Keith Weaver III, Individually and as
Authorized Representative of
Ivan's Automotive
RELEASEE


Customer Detail - FCINQ03A 04/09/10 11:15 am
Receipt No 148496
Old Ref. No.
Batch No 1 2352
Bank No 02
Customer
Received From IVAN'S AUTOMOTIVE SAFETY DIVISION
Date 07-29-2011
Totals
Cash
Check 500.00
Credit
Memo
Mailing Name
Address
Credits Description Account Number Amount Notation
PMT. #2 ON THEFT OF HIDTA VEHICLE 1-1251-360-00-270-000-0-000 500.00 7258
Debits
PMT. #2 ON THEFT OF HIDTA VEHICLE 1-1251-101-00-000-000-0-000 500.00
Forms
Print capture beginning. Don't move or occlude window until done.
OK
Cancel


Customer Detail - FCINQ03A 04/09/10 11:15 am
Receipt No 147758
Old Ref. No.
Batch No 1 1848
Bank No 02
Customer
Received From IVAN'S AUTOMOTIVE SAFETY DIVISION
Date 07-01-2011
Totals
Cash
Check 500.00
Credit
Memo
Mailing Name
Address
Credits Description Account Number Amount Notation
PMT. #1 ON THEFT OF HIDTA VEHICLE 1-1251-360-00-270-000-0-000 500.00 7203
Debits
PMT. #1 ON THEFT OF HIDTA VEHICLE 1-1251-101-00-000-000-0-000 500.00
Forms
Print capture beginning. Don't move or occlude window until done.
OK
Cancel

**AI-28121** **6. E.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

## Information

### CAPTION

Safety Division:
Approval to authorize Guadalupe Trevino, Hidalgo County Sheriff, to sign documents, including vehicle title in order to settle claim with Travelers Insurance Company

### BACKGROUND

DOL: 06/22/11
Truck Caught on Fire

Acc #: 1-1100-360-00-000-005-0-000

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/17/2011 02:00 PM |
| Erika Zamora | Monica Badillo | 08/17/2011 03:44 PM |
| Auditor's Office | Arcilia Duran | 08/18/2011 11:13 AM |
| Purchasing Department | Marty Salazar | 08/18/2011 03:05 PM |

Form Started By: Aida Alvarez Started On: 08/17/2011 01:47 PM

Final Approval Date: 08/18/2011

**AI-28108** **6. F.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

**CAPTION**

Workers' Comp.:
Approval of Application of Official County Travel on Sept. 12 - 14, 2011 for the 21st Texas Workers' Comp. Educational Conference in Austin, TX for Workers' Comp. Staff.

**BACKGROUND**

## Attachments

application

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/17/2011 01:04 PM |
| Olga Garza | Olga Garza | 08/17/2011 03:42 PM |
| Auditor's Office | Arcilia Duran | 08/18/2011 11:16 AM |
| Dina Trevino | Merlen P. Munoz | 08/18/2011 11:30 AM |
| Purchasing Department | Angela Garcia | 08/19/2011 08:35 AM |

Form Started By: Angela Garcia Started On: 08/17/2011 11:46 AM

Final Approval Date: 08/19/2011

# HIDALGO COUNTY, TEXAS
## APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 08/17/11
TOTAL NUMBER OF EMPLOYEES TRAVELING: 4

DEPARTMENT NAME: BUDGET & MGMT.
NAME & TITLE OF EMPLOYEE(S) TRAVELING: FLORA VAZQUEZ, ADOLFO TREVINO, JOE JACKSON, RICK OLIVAREZ

### EVENT INFORMATION

TITLE OF EVENT: 21ST TX WORKERS COMP. EDUCATIONAL CONF.

EVENT DATE(S) FROM: 09/13/11 TO: 09/14/11

DEPARTURE DATE: 09/12/11 RETURN DATE: 09/14/11

LOCATION OF EVENT: CITY: AUSTIN STATE: TX

### PURPOSE OF TRAVEL

**Place an "X" by the applicable purpose of the trip.**

_____ To obtain statutorily required continuing professional education.
__X__ To obtain continuing education related to an employee's work or maintenance of a license or certification.
_____ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.
_____ To participate in professional organizations related to the employee or official's job assignment.
__X__ To conduct essential research & information-gathering for improvement of County operations or compliance with law.
_____ To monitor the development of state or federal legislation or implementation of legislation that might affect the County
_____ To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County
_____ To pursue the County's interests in litigation or criminal justice.
_____ To promote the economic development interests of the County.
_____ To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

### JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

| SUMMARY OF ESTIMATED TRAVEL EXPENSES | ESTIMATED EXPENSES | (DBM USE ONLY) FUNDS AVAILABLE BALANCE |
|---|---|---|
| 1. REGISTRATION FEE(S) | $ 1,180.00 | |
| Subtotal for Object Code 584 | $ 1,180.00 | $ |
| 2. AIRFARE- ROUNDTRIP COACH FARE ONLY | | |
| 3. TAXI FARE | | |
| 4. BUS FARE | | |
| 5. RENTAL CAR | $ 125.24 | |
| 6. GASOLINE/DIESEL/FUEL | $ 100.00 | |
| 7. MILEAGE REIMBURSEMENT | | |
| 8. TELEPHONE CALLS | | |
| 9. PARKING | | |
| 10. LODGING | $ 1,370.80 | |
| 11. MEALS | $ 432.00 | |
| 12. OTHER EXPENSES | $ - | |
| Subtotal for Object Code 583 | $ 2,028.04 | |
| 13. TOTAL ESTIMATED TRAVEL EXPENSES | $ 3,208.04 | $ |

**MODE OF TRAVEL** (Place an "X" by applicable mode of travel)

AIRFARE* _____
BUS** _____
Rental Car** X
County Vehicle** _____
Private Vehicle** _____
OTHER** (Specify) _____

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

### ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

**I certify that:**

__X__ Trip expenses are necessary and will be incurred for official county business.
__X__ Reasonable efforts to minimize the use of county funds have been explored.
__X__ Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.
_____ If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

| APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD: | DATE: | DEPARTMENT CONTACT PERSON: | PHONE NO.: |
|---|---|---|---|
| | 08/17/2011 | Sergio Cruz | 292-7025 |

### FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:

__X__ TRAVEL IS **APPROVED** for the individuals listed below: .
Flora Vazquez, Adolfo Trevino, Joe Jackson, Rick Olivarez
_____ TRAVEL IS **NOT APPROVED** for the individuals listed below:

| REVIEWED BY (PRINT NAME): | DATE: | REVIEWER'S SIGNATURE: | PHONE NO.: |
|---|---|---|---|
| Angela Garcia | 8/17/11 | Angela Garcia | 292-7025 |
| **DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):** | **DATE:** | **SIGNATURE OF DBM DEPARTMENT HEAD:** | |
| Sergio Cruz | 8/17/11 | | |

COUNTY AUDITOR'S FORM T.1.1 (01/10)

**AI-28128** **6. G.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

**CAPTION**

Fire Marshal:
Approval of FINAL standardized agreement form between Hidalgo County and various cities (as needed) for Rural Emergency Services for the year 2012-2013

**BACKGROUND**

Interlocals w/each city will be brought back to court individually. No increase in rates; some categories are being decreased.
Agreement previously approved on 8/2/11.

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** -1100-422-20-300-0XX-0-841

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

**BUDGETARY IMPACT:**

Please see the attached 2011 Expense Report for Fire Marshal's Office Fire Calls (dated as of 8-18-11). Assume similar funding in 2012.

## Attachments

final

2011 Exp Rpt for Fire Marshal Fire Calls as of 8-18-11

email

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/17/2011 03:50 PM |
| Dale Kennan | Dale Kennan | 08/18/2011 10:04 AM |
| Auditor's Office | Arcilia Duran | 08/18/2011 11:36 AM |
| Dina Trevino | Merlen P. Munoz | 08/18/2011 11:52 AM |
| Dale Kennan | Dale Kennan | 08/18/2011 12:09 PM |
| Purchasing Department | Angela Garcia | 08/19/2011 08:35 AM |

Form Started By: Monica Badillo Started On: 08/17/2011 02:30 PM

Final Approval Date: 08/19/2011

**Interlocal Cooperation Agreement between and Hidalgo County, Texas**.

**STATE OF TEXAS**

**COUNTY OF HIDALGO**

THIS Interlocal Cooperation Agreement is made on the ___ day of _____, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of _____, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the _____ day of _____, 201___.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

**1.0 TERMS**

1.1 This contract shall be for a period commencing on _____, and shall terminate on December 31, 2013.

1.2 After December 31, 2013, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) days notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within ten (10) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (thirty) days upon receipt of invoice by County.

## 2.0 DEFINITIONS

**BEE ATTACK** – Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s) **excluded** are situations of bee removal of hazards where no attack is in progress, or sustained at the time of response.

**CATEGORY –** All responses shall be categorized in a category that will be enumerated as I, II, III, IV, V, and VI. Categories are designed to simplify reporting, queries and reimbursement requests.

**COUNTY FIRE MARSHAL –** the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a Sworn position.

**ENTITY -** Parent organization for Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

**COUNTY FIRE INVESTIGATORS** – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

**CHIEF DEPUTY / DEPUTY FIRE MARSHAL –** Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

**FALSE ALARM CALL -** Any emergency response to a mischievous or malicious call, or false call; or fire alarm system malfunctions that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same

location for the same reason, and from the same source, the responding Entity must notify the Fire Marshal by the next working date.

**FIREFIGHTING** – Any working Structural or Commercial Vehicle fire upon arrival, a petroleum based fire **excluding** rubbish fire(s) (trash fire), or Authorized, Unauthorized Uncontrolled/ controlled land clearing fire(s).

**GOOD INTENT CALLS –** Any emergency call response where fire personnel were summoned, but were not required dealing with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

**HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT –** any response to any incident at the first responder (awareness, and operations) level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification, low level containment / Mitigation, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

**HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT–** any response to any incident at the Technician level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills from and structure, vehicle, and or storage type facility..

**INCORPORATED AREA -** any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

**LAW ENFORCEMENT ASSISTANCE –** any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd

control, and "standing-by" for any situation in pursuance of a law enforcement, and or Investigative mission **excluding** MVA duties (traffic Control, washdowns, patient packaging)

**MASS CASUALTY INCIDENT** – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

**MEDICAL CALL** – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider (Greater than 20 Minutes) and the situation dictates immediate medical attention due to the delay by the EMS provider **excluding** immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

**MUTUAL AID** – A Primary Entity response to an emergency event where the situation is of such magnitude, either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response., this includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a "special Situation".

**NATURAL VEGETATION** – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

**OPERATIONAL PERIOD –** 12 hour standard as recognized by the National Incident Management system.

**PETROLEUM BASED INCIDENT** – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium **excluding** propane tanks used for residential or commercial service (100lbs or under).

**PRIMARY ENTITY –** the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

**PUBLIC WORKS RESPONSE** – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal.

**RECOVERY CALL – Body -** Any recovery of a deceased victim.

**REIMBURSEMENT PLAN –** method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

**REGIONAL MEDICAL RESPONSE TEAM** – response to any special situation to provide medical assistance and support for any first responder regardless of discipline. Any response for mass casualty incident to assist with medical triage or treatments of victims.

**RESPONSE AREA –** the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity would be responsible for primary response to an emergency call for service.

**RUBBISH** – trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not.

**RURAL AREA –** any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide it's own emergency services or response.

**RURAL RESPONSE DISTRICT –** The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section III, Subsection B.

**SEARCH and RESCUE CALLS** – all rescues of person(s) living , from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse **excluding** Recovery, and or Vehicle Extrication.

**SECONDARY CITY –** the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability **excluding** all aid to other Jurisdictions in their city limits.

**SERVICE CALLS –** any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

**SPECIAL SITUATIONS** – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees.

**STRUCTURE** – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

**TRAFFIC CONTROL** – Any incident response where the nature of the call is strictly for traffic control assistance.

**VEHICLE / COMMERCIAL VEHICLE** – has the same meaning found in the Texas Transportation Code.

**MOTOR VEHICULAR ACCIDENT (MVA)** – any motor vehicle or automobile collision regardless of amount of or type vehicles involved, where services other than "VEHICULAR EXTRICATION" is performed.

**VEHICULAR EXTRICATION** – any emergency extrication of person(s) with the use of specialized hydraulic, and or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

**COMMERCIAL VEHICLE FIRE** – A working fire – upon arrival that involves any commercial vehicle. (i.e. Semi Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus) **excluding** passenger vehicles privately owned for personal use (Duallys, 1 tons, Ect.)

**VEHICLE FIRE (NON-COMMERCIAL)** A working fire – upon arrival that involves any Passenger Type vehicle. (i.e. Personal Vehicle, car, truck, van).

**WASH DOWN** – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

**WILDLAND FIRE -** Any fire occurring in vegetative areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brushland, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires an emergency response of an entity **excluding** Controlled type and or (prescribed) type Brush land clearing operation or rubbish fire(s).

**WIRELINE INCIDENTS (ELECTRICAL) –** where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding Entity must standby and await the arrival of a utility company. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection.

**WIRELINE INCIDENTS (NON-ELECTRICAL)-** where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding Entity must remove, and or mitigate the non-emergency. Any situation where there is no immediate danger to the public from an electrical wire, and the situation does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

## 3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "B". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity agrees to provide the County Fire Marshal, upon request, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted.

3.4 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.5 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.6 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.7 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.8 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for it's firefighters/emergency response personnel.

3.9 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e . Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

## 4.0 COUNTY RESPONSIBILITIES

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 **ADMINISTRATION**

a. Administration of Fire Marshal's Office

b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.

c. Commercial Building Inspections

d. Fire Safety Inspections

e. Adult and Child Day Care Facility Inspections

f. Health Care Facility Inspections

g. Existing and New Construction Inspections

h. Implementation and Enforcement of the most current version of the International Fire Code.

i. Issuance and Regulation of Burn Permits in Rural County areas

j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.

k. Plat/Plan Reviews and approvals

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations

b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.

c. Provide Information and Reports

d. Provide assistance to municipal departments with Fire Investigations, upon request.

e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.

b. Conduct and participate in training with all Fire Departments.

c. Acquire and maintain equipment.

d. Conduct public education.

e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.

b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

4.2.5 **RESPONSE**

**a.** When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.

**b.** Will respond to any major incidents.

**c.** Will integrate into the NIMS/ICS structure as appropriate

**d.** Will assist the Incident Commander with any duties as assigned.

**e.** Will provide Law Enforcement assistance/coordination as needed

## 5.0 LIABILITY

5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section III, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.

5.2 The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of the Entity performing such services under this Agreement. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the Entity must provide

documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

## 6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a prerequisite to receiving payments from the County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section V. (c).

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within ten (10) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within it's emergency response district, Entity shall receive a monthly lump-sum payment for all services, corresponding to that year, in accordance with the following payment schedule and categories;

| | | | |
|---|---|---|---|
| **(6.1.4.I.)** | **CATEGORY I** | **(CI)** | **Flat rate of $1000.00 per incident.** |
| **(6.1.4.II.)** | **CATEGORY II** | **(CII)** | **Flat Rate of $ 600.00 per incident** |
| **(6.1.4.III.)** | **CATEGORY III** | **(CIII)** | **Flat Rate of $ 425.00 per incident.** |
| **(6.1.4.IV.)** | **CATEGORY IV** | **(CIV)** | **Flat Rate of $ 275.00 per incident.** |
| **(6.1.4.V.)** | **CATEGORY V** | **(CV)** | **Flat Rate of $ 125.00 per incident.** |

**6.1.4.I. CATEGORY I. A rate of 1000.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

**.1 FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE** (as primary department)

**.2 HAZARDOUS MATERIALS (TECHNICIAN LEVEL)**

**.3 MASS CASUALTY**

**.4 RESCUE CALLS**

**.5 VEHICULAR EXTRICATION**

**.6 PUBLIC WORKS RESPONSE**

**.7 REGIONAL MEDICAL RESPONSE TEAM**

**.8 SECONDARY CITY/ENTITY** (in place of primary department.)

**.9 SPECIAL SITUATIONS**

**.10 GRASS / BRUSH WILDLAND FIRE**

**6.1.4.II. CATEGORY II. A rate of 600.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

**.1 MEDICAL CALL**

**.2 MUTUAL AID**

**.3 PASSENGER VEHICLE FIRE (NON-COMMERCIAL)**

**.4 LAW ENFORCEMENT ASSISTANCE**

**.5 RECOVERY CALL – BODY**

**6.1.4.III CATEGORY III. A Rate of $ 425.00 per incident,** as set forth, shall apply, during the terms of this Contract for:

**.1 WASH DOWN**

**.2 BEE ATTACK**

**.3 PETROLEUM BASED INCIDENT STANDBY**

**.4 WIRELINE INCIDENTS (ELECTRICAL)**

**6.1.4.IV. CATEGORY IV.** At a rate of $ **275.00** per incident, as so stated, shall apply, during the term of this contract.

**.1 TRAFFIC CONTROL**

**.2 LANDING ZONE**

**.3 HAZARDOUS MATERIALS (AWARENESS / OPERATIONS LEVEL)**

**6.1.4.V. CATEGORY V.** At a rate of $**125.00** per incident, as so stated, shall apply, during the term of this contract.

**.1 FALSE ALARM CALL**

**.2 GOOD INTENT CALLS**

**.3 SERVICE CALLS**

**.4 RUBBISH FIRE(S) (AUTHORIZED / UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)**

**.5 WIRELINE INCIDENTS (NON-ELECTRICAL)**

**.6 PALM TREE FIRE (NON-MOVING VEGITATION)**

**.7 MOTOR VEHICLE ACCIDENTS (PATIENT PACKAGING, SMR, SECURE VEHICLE)**

## 7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

## 8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within 10 working days, following the date of receipt of Entity of County Auditors written determination of same.

## 9.0. MISCELLANEOUS

**9.1 CONFLICT WITH APPLICABLE LAW.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between the provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

**9.2 NO WAIVER.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**9.3 ENTIRE AGREEMENT –** This agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or indirectly or through any agent or representative), any representations or agreements in connection with this agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

**9.4 TEXAS LAW TO APPLY.** This agreement shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

**9.5 NOTICE.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity _____

_____

_____, Texas _____

If to County: County of Hidalgo
Ramon Garcia, County Judge
1615 S. Closner, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes of such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States Mail.

**9.6 ADDITIONAL DOCUMENTS**. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

**9.7 SUCCESSORS.** This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

**9.8 HEADINGS**. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

**9.9 GENDER and NUMBER**. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

**9.10 AUTHORITY TO EXECUTE**. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

**9.11 PERFORMANCE of GOVERNMENT FUNCTIONS**. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

This page left blank – will be the designated signature sheet

**WITNESS THE HANDS OF THE PARTIES**

**(In duplicate originals effective on the day both parties' signatures are executed.**

**CITY OF**

**_____** **_____**

**By:** **Date**

**ATTEST:**

**_____**

**City Secretary**

**COUNTY OF HIDALGO**

**_____** **_____**

**Ramon Garcia, County Judge** **Date**

**ATTEST:**

**_____**

**Arturo Guajardo, Jr., County Clerk**

**Approved as to Form:**

**Atlas & Hall, LLP**

**By: _____**

**Stephen L. Crain**

## Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____
DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITIUATION FOUND:_____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____
_____ NON-APPLICABLE DEPARTMENT: _____
CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____ METHOD OF ALARM: _____ 911 _____
CALLER ADDRESS: _____ OTHER: _____ PHONE: _____
CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION:
_____
OCCUPANT NAME: _____ OWNER NAME: _____
OWNER ADDRESS:
_____
OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE:
_____
TYPE OF ACTION TAKEN:
_____

UNITS RESPONDING: _____ UNITS COMMITTED: _____
# OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS:

_____

_____

_____

_____

Incident Commander: _____ Report Prepared by: _____
ESTIMATED $ LOSS: _____ ATTEST: _____
Fire Chief

| | | | | | |
|---|---|---|---|---|---|
| REIMBURSEMENT REQUESTED: | ____$125.00 | ____$275.00 | ____$425.00 | ____$600.00 | ____$1000.00 |
| HCFMO Approval Amount : | ____$125.00 | ____$275.00 | ____$425.00 | ____$600.00 | ____$1000.00 |

# Hidalgo County

## Expenditure Summary Report

Standard Report Format



| Account No/Description | | Adjusted Budget | Y-T-D Encumb | Period Expended | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1100 GENERAL FUND** | | | | | | | |
| 1-1100-422-20-300-002-0-841 | ALAMO FD-AID TO GOVT AGENCY | 96,000.00 | .00 | 41,050.00 | 41,050.00 | 54,950.00 | 42.76 |
| 1-1100-422-20-300-003-0-841 | ALTON FD-AID TO GOVT AGENCY | 180,000.00 | .00 | 176,375.00 | 176,375.00 | 3,625.00 | 97.99 |
| 1-1100-422-20-300-004-0-841 | DONNA FD-AID TO GOVT AGENCY | 78,000.00 | .00 | 74,925.00 | 74,925.00 | 3,075.00 | 96.06 |
| 1-1100-422-20-300-005-0-841 | EDCOUCH FD-AID TO GOVT AGENCY | 26,880.00 | .00 | 16,050.00 | 16,050.00 | 10,830.00 | 59.71 |
| 1-1100-422-20-300-006-0-841 | EDINBURG FD-AID TO GOVT AGENCY | 180,000.00 | .00 | 169,500.00 | 169,500.00 | 10,500.00 | 94.17 |
| 1-1100-422-20-300-007-0-841 | ELSA FD-AID TO GOVT AGENCY | 88,000.00 | .00 | 45,575.00 | 45,575.00 | 42,425.00 | 51.79 |
| 1-1100-422-20-300-008-0-841 | HIDALGO FD-AID TO GOVT AGENCY | 9,320.00 | .00 | 4,850.00 | 4,850.00 | 4,470.00 | 52.04 |
| 1-1100-422-20-300-009-0-841 | LA JOYA FD-AID TO GOVT AGENCY | 100,000.00 | .00 | 80,000.00 | 80,000.00 | 20,000.00 | 80.00 |
| 1-1100-422-20-300-010-0-841 | LA VILLA FD-AID TO GOVT AGENCY | 30,000.00 | .00 | 23,375.00 | 23,375.00 | 6,625.00 | 77.92 |
| 1-1100-422-20-300-011-0-841 | LINN-SAN MANUEL FD-AID TO GOVT AGENCY | 71,500.00 | .00 | 40,475.00 | 40,475.00 | 31,025.00 | 56.61 |
| 1-1100-422-20-300-012-0-841 | MCALLEN FD-AID TO GOVT AGENCY | 26,000.00 | .00 | 17,025.00 | 17,025.00 | 8,975.00 | 65.48 |
| 1-1100-422-20-300-013-0-841 | MERCEDES FD-AID TO GOVT AGENCY | 110,000.00 | .00 | 91,600.00 | 91,600.00 | 18,400.00 | 83.27 |
| 1-1100-422-20-300-014-0-841 | MISSION FD-AID TO GOVT AGENCY | 77,000.00 | .00 | 26,350.00 | 26,350.00 | 50,650.00 | 34.22 |
| 1-1100-422-20-300-015-0-841 | MONTE ALTO FD-AID TO GOVT AGENCY | 66,000.00 | .00 | 45,400.00 | 45,400.00 | 20,600.00 | 68.79 |
| 1-1100-422-20-300-016-0-841 | PALMVIEW FD-AID TO GOVT AGNCY | 126,500.00 | .00 | 109,725.00 | 109,725.00 | 16,775.00 | 86.74 |
| 1-1100-422-20-300-017-0-841 | PHARR FD-AID TO GOVT AGENCY | 26,000.00 | .00 | 19,000.00 | 19,000.00 | 7,000.00 | 73.08 |
| 1-1100-422-20-300-018-0-841 | SAN JUAN FD-AID TO GOVT AGNCY | 22,000.00 | .00 | 17,500.00 | 17,500.00 | 4,500.00 | 79.55 |
| 1-1100-422-20-300-019-0-841 | WESLACO FD-AID TO GOVT AGENCY | 114,500.00 | .00 | 91,925.00 | 91,925.00 | 22,575.00 | 80.28 |
| 1-1100-422-20-300-026-0-841 | SULLIVAN FD-AID TO GOVT AGENCY | 36,000.00 | .00 | 35,125.00 | 35,125.00 | 875.00 | 97.57 |
| **1100 GENERAL FUND** | | **1,463,700.00** | **.00** | **1,125,825.00** | **1,125,825.00** | **337,875.00** | **76.92** |
| **1 YEAR 1** | | **1,463,700.00** | **.00** | **1,125,825.00** | **1,125,825.00** | **337,875.00** | **76.92** |

**AI-28075** **6. H.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Letty Gonzalez **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

**CAPTION**

Request from Edinburg Chamber of Commerce for permission to utilize the county square every second Saturday of the month beginning Saturday, January 14, 2012 through Saturday, December 18, 2012 from 8:00 a.m. to 2:00 p.m. for Market Days Events

**BACKGROUND**

## Attachments

letter

ins

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/16/2011 08:07 AM |
| Erika Zamora | Erika Zamora | 08/17/2011 09:35 AM |
| Auditor's Office | Arcilia Duran | 08/17/2011 11:49 AM |
| Purchasing Department | Marty Salazar | 08/17/2011 03:12 PM |

Form Started By: Monica Badillo Started On: 08/15/2011 04:51 PM

Final Approval Date: 08/17/2011

P.O. Box 85 / 602 W. University
Edinburg, TX 78540
(956) 383-4974

August 1, 2011

Hidalgo County Judge Ramon Garcia
Hidalgo County Commissioners
Hidalgo County Courthouse
100 E. Cano
Edinburg, TX 78539

Dear Honorable Judge Garcia & County Commissioners:

The Edinburg Chamber of Commerce has produced many successful events throughout the years. Last year, in September, we began utilizing the county square the second Saturday of the month for our "Edinburg Market Days". We began with only 30 vendors and by the second month we had doubled the participation and our attendance was overwhelming. The community responded positive and asked why it took us so long to produce this event. The downtown area is a great place to provide our community and surrounding cities an area where they can be assured that activities will be held for the entire family.

You have currently granted us permission to utilize the county square until December 2011. With your approval, we would like to utilize the county square every second Saturday of the month beginning Saturday, January 14, 2012 through Saturday, December 18, 2012 from 8:00 a.m. to 2:00 p.m. Many citizens in the Community will look forward to this monthly event

We thank you for all the cooperation and assistance with our past events and look forward to working with you on what we are calling "Edinburg Market Days".

Please feel free to call me if you should have any questions.

Sincerely,

Letty Gonzalez, President
Edinburg Chamber of Commerce
602 W. University
P.O. Box 85
Edinburg, TX 78540
(956) 383-4974
(956) 383-6942 FAX

# Certificate of Insurance

This certifies that

- ☐ **State Farm Fire and Casualty Company,** Bloomington, Illinois
- ☐ **State Farm General Insurance Company,** Bloomington, Illinois
- ☐ **State Farm Fire and Casualty Company,** Aurora, Ontario
- ☐ **State Farm Florida Insurance Company,** Winter Haven, Florida
- ☒ **State Farm Lloyds,** Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder **Edinburg Chamber of Commerce**

Address of policyholder **P.O. Box 85, Edinburg TX**

Location of operations **602 W University, Edinburg TX 78539**

Description of operations

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

| Policy Number | Type of Insurance | Policy Period Effective Date | Policy Period Expiration Date | Limits of Liability (at beginning of policy period) |
|---|---|---|---|---|
| **90-KK-5536-8** | Comprehensive Business Liability | **11/17/2010** | **11/17/2011** | BODILY INJURY AND PROPERTY DAMAGE |
| This insurance includes: | ☒ Products - Completed Operations<br>☒ Contractual Liability<br>☒ Personal Injury<br>☒ Advertising Injury<br>☒ **Medical** | | | Each Occurrence $ **1,000,000.00**<br>General Aggregate $ **2,000,000.00**<br>Product - Completed Operations Aggregate $ **2,000,000.00** |
| **Policy Number** | EXCESS LIABILITY | **Policy Period Effective Date** | **Policy Period Expiration Date** | BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit) |
| | ☐ Umbrella<br>☐ Other | | | Each Occurrence $<br>Aggregate $ |
| | | **Policy Period Effective Date** | **Policy Period Expiration Date** | Part I - Workers Compensation - Statutory |
| | Workers' Compensation and Employers Liability | | | Part II - Employers Liability<br>Each Accident $<br>Disease - Each Employee $<br>Disease - Policy Limit $ |
| **Policy Number** | **Type of Insurance** | **Policy Period Effective Date** | **Policy Period Expiration Date** | **Limits of Liability (at beginning of policy period)** |
| | | | | |
| | | | | |
| | | | | |

**THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.**

Name and Address of Certification Holder

**Hidalgo County**
**100 N Closner**
**Edinburg TX 78539**

If any of the described policies are canceled before their expiration date, State Farm® will try to mail a written notice to the certificate holder **30** days before cancellation. If we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Sam Saldivar by Veronica Ortiz
Signature of Authorized Representative

**Agent/LSA-5** **08/01/11**
Title Date

**Sam Saldivar**
Agent Name

Telephone Number **(956) 383-4312**

| Agent's Code Stamp | | |
|---|---|---|
| Agent Code | **S. Saldivar** | **53-8259** |
| AFO Code | **RGV** | **F116** |

106399.10 08-25-2009

**AI-28073** **7. A.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted By:** Rachel Cavazos,
CONSTABLE PCT. #3

**Department:** CONSTABLE PCT. #3

## Information

**CAPTION**

1. Approval of certification of revenues, as certified by the County Auditor.

2. Approval of appropriation of funds (School Districts and local match).

3. Approval of salary schedule.

**BACKGROUND**

Please cross reference agenda item 26802 from May 31, 2011. No action was taken on the items to be presented on this Commissioners' Court.

Agreements to be effective 09/01/11 - 08/31/12

50% Funding by District
La Joya - $24,945.00
Mission - $27,230.00
Sharyland - $26,749.00

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1285-421-00-293-005-2-XX

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

**BUDGETARY IMPACT:**

See attached appropriation.

## Attachments

LJISD
MCISD
SISD
Appropriation
salary schedule
Cert. of Revenues Letters

## Form Review

X

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/15/2011 04:38 PM |
| Sylvia Solis | Sylvia Solis | 08/18/2011 10:08 AM |
| Auditor's Office | Arcilia Duran | 08/18/2011 11:46 AM |
| Dina Trevino | Merlen P. Munoz | 08/18/2011 11:53 AM |
| Sylvia Solis | Sylvia Solis | 08/18/2011 04:48 PM |
| Purchasing Department | Angela Garcia | 08/19/2011 08:35 AM |

Form Started By: Rachel Cavazos Started On: 08/15/2011 04:00 PM

Final Approval Date: 08/19/2011

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN LA JOYA INDEPENDENT SCHOOL DISTRICT AND THE COUNTY OF HIDALGO**

THIS Agreement is made on this the 31st day of May, 2011, by and between **LA JOYA INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS,** Hidalgo County previously received the Project S.T.O.P. (Stop Truancy On Patrol) (the "Project") Grant from the Office of the Governor Criminal Justice Division (the "Grant") in September 2002 for a period of four (4) years;

**WHEREAS**, the Grant was administered through the Office of Constable Precinct 3 since its inception;

**WHEREAS**, the parties desire to continue the Project although no grant funds are available;

**WHEREAS**, the parties desire to continue the Project by each party hereto contributing one-half of the cost of the Project;

**WHEREAS**, the purpose of the Project is to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention for prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students;

**WHEREAS**, the parties hereto are each responsible for one match payment of Twenty Four Thousand Nine Hundred and Forty Five and 00/100 Dollars ($24,945.00).

**NOW, THEREFORE**, County and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County will, pursuant to its applicable personnel policies, rules and procedures, hire commissioned peace officers and the necessary support staff to continue the Project at the District. During the term of this Agreement, such peace officers at all times shall remain and be treated as employees of the County and shall be subject to all applicable personnel policies, rules and procedures of the County.

2. Within fifteen (15) days of receiving an invoice from the County, the District agrees to pay to the County the one match payment in the amount of Twenty Four Thousand Nine Hundred and Forty Five and 00/100 Dollars ($24,945.00) as consideration to the County for the continued implementation of the Project at the District.

3. Upon the County's receipt of payment from the District, the County shall fund the amount of Twenty Four Thousand Nine Hundred and Forty Five and 00/100 Dollars ($24,945.00) for its one-half share of the Project.

4. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the services under this Agreement performed by each party.

5. The County may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring, and retention of County personnel shall remain the sole prerogative of the County.

6. **Term.** The term of this Agreement shall commence immediately upon execution of this Agreement and shall continue through the end of the District's 2012 spring semester.

7. **Termination.** Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.

8. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding

breach of the same or any other provision hereof.

10. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and District, and not otherwise.

11. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

| | |
|---|---|
| If to District: | La Joya Independent School District<br>Attention: Dr. Aida T. Benavides, Superintendent<br>201 E. Expressway 83<br>La Joya, Texas 78560 |
| If to County: | Hidalgo County, Texas<br>Attention: Ramon Garcia, County Judge<br>P.O. Box 1356<br>Edinburg, Texas 78540-1356 |
| with copy to : | Hidalgo County Constable Precinct No. 3<br>Attention: Constable Lazaro Gallardo, Jr.<br>730 N. Breyfogle, Suite B<br>Mission, Texas 78572 |

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

13. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

14. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

15. **Assignment.** This Agreement shall not be assignable.

16. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

17. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

18. **Authority to Execute.** The execution and performance of this Agreement by District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.

19. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

20. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

**WITNESS THE HANDS OF THE PARTIES** and effective as of the day and year first written above.

**LA JOYA INDEPENDENT SCHOOL DISTRICT**

Irene M. Garcia, President, Board of Trustees

ATTEST:

Juan "J.J." Pena, Secretary, Board of Trustees

**HIDALGO COUNTY**

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo. Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 5/31/11

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY:
Stephen L. Crain

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND THE COUNTY OF HIDALGO**

THIS Agreement is made on this the 10th day of August, 2011, by and between **MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS**, Hidalgo County previously received the Project S.T.O.P. (Stop Truancy On Patrol) (the "Project") Grant from the Office of the Governor Criminal Justice Division (the "Grant") in September 2002 for a period of four (4) years;

**WHEREAS**, the Grant was administered through the Office of Constable Precinct 3 since its inception;

**WHEREAS**, the parties desire to continue the Project although no grant funds are available;

**WHEREAS**, the parties desire to continue the Project by each party hereto contributing one-half of the cost of the Project;

**WHEREAS**, the purpose of the Project is to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention for prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students;

**WHEREAS**, the parties hereto are each responsible for one match payment of Twenty Seven Thousand Two Hundred and Thirty and 00/100 Dollars ($27,230.00).

**NOW, THEREFORE**, County and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

**STATE OF TEXAS §**
**§**
**COUNTY OF HIDALGO §**

**INTERLOCAL COOPERATION AGREEMENT BETWEEN MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND THE COUNTY OF HIDALGO**

THIS Agreement is made on this the ____ day of _____, 2011, by and between **MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS,** Hidalgo County previously received the Project S.T.O.P. (Stop Truancy On Patrol) (the "Project") Grant from the Office of the Governor Criminal Justice Division (the "Grant") in September 2002 for a period of four (4) years;

**WHEREAS**, the Grant was administered through the Office of Constable Precinct 3 since its inception;

**WHEREAS**, the parties desire to continue the Project although no grant funds are available;

**WHEREAS**, the parties desire to continue the Project by each party hereto contributing one-half of the cost of the Project;

**WHEREAS**, the purpose of the Project is to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention for prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students;

**WHEREAS**, the parties hereto are each responsible for one match payment of Twenty Seven Thousand Two Hundred and Thirty and 00/100 Dollars ($27,230.00).

**NOW, THEREFORE**, County and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County will, pursuant to its applicable personnel policies, rules and procedures, hire a commissioned peace officer and the necessary support staff to continue the Project at the District. The County peace officer shall us his best efforts to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention and prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students.

2. During the term this Agreement, such peace officer at all times, shall remain and be treated as an employee of the County and shall be subject to all applicable personnel policies, rules and procedures of the County.

3. In addition to the duties identified in paragraph 1 herein, the County agrees that such peace officer assigned to the District shall use his best efforts to respond to emergencies or other exigent circumstances which may exist at District campuses and facilities during regular school hours in which the response of a peace officer would be appropriate. However, the peace officer shall use his sole judgment and/or discretion to determine whether the situation merits an emergency or exigent circumstance requiring response by such officer. The District agrees that the County shall not be liable for failure to respond to any incident at a District campus or facility.

4. The parties agree that the peace officer will not be required to perform any school administrative duties other than those identified herein, nor will the peace officer be required to perform the duties of a District security guard.

5. The parties agree that the peace officer shall perform the functions of an attendance officer in accordance with the Texas Education Code Section 25.091, in which the peace officer shall be authorized to: (1) investigate each case of a violation of compulsory school attendance requirements referred to the peace officer; (2) enforce compulsory school attendance requirement; (3) to serve court-ordered legal process; (4) to review school attendance records for compliance by each student investigated by the officer; (5) to maintain an investigative record on each compulsory school attendance requirement violation and related court action, and at the request of a court, the board of trustees of a school district, or the commissioner, to provide a record to the individual or entity requesting the record; (6) to make a home visit or otherwise contact the parent of a student who is in violation of compensatory attendance requirements; and (7) to take a student into custody with the permission of the student's parent or in obedience to a court-ordered legal process.

6. **Term.** The period of performance of this Agreement shall commence on September 1, 2011 and terminate on August 31, 2012. Either party shall have to right to terminate this Agreement with or without cause upon sixty (60) days written notice.

7. **Work Hours.** The peace officer shall be assigned to District business from 8:00 a.m. to 5 p.m., Monday through Friday and any other times required to fulfill the goals and objectives of the Program (i.e., Saturday juvenile education and training sessions) (collectively, "Normal Work Hours"), and at times other than Normal Work Hours upon mutual written agreement between the District and County.

8. **Time Off.** Any vacation, overtime or compensatory time earned by the peace officer shall be used or paid prior to the expiration of this Agreement. The County agrees to notify the District's Humor Resource's Department when the peace officer takes sick leave or has scheduled vacation, overtime or compensatory time off in accordance with County notice provisions.

9. The County, through the Constable's Office, may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring and retention of County personnel shall remain the sole prerogative of the Constable's Office. However, should the District believe that the peace officer is not fulfilling his/her job duties or meeting the District's expected performance standards under this Agreement, the District shall notify the Constable with specific information regarding such nonperformance. The county shall, within fifteen (15) days, correct the unsatisfactory performance. Should the County fail to correct or address the District's nonperformance concerns, the District shall have the prerogative to terminate this Agreement upon an additional fifteen (15) days written notice to the County.

10. Upon the County's receipt of payment from the District, the County shall fund the amount of Twenty Seven Thousand Two Hundred and Thirty 00/100 Dollars ($27,230.00) for its one-half share of the Project.

11. Within fifteen (15) days of receiving an invoice from the County, the District agrees to pay to the County the one match payment in the amount of Twenty Seven Thousand Two Hundred and Thirty 00/100 Dollars ($27,230.00) as consideration to the County for the continued implementation of the Project at the District.

12. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the services under this Agreement performed by each party.

13. The County may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring, and retention of County personnel shall remain the sole prerogative of the County.

14. **Termination.** Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.

15. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance, or administrative, executive, or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contact, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

16. **No waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and District, and not otherwise.

18. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICITION IN HIDALGO, TEXAS.

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

If to District: Mission Consolidated Independent School District
Attention: Dr. Cornelio Gonzalez, Superintendent
1201 Bryce Drive
Mission, Texas 78572

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
PO Box 1356
Edinburg, Texas 78540-1356

With Copy to: Hidalgo County Constable Precinct No. 3
Attention: Constable Lazaro Gallardo, Jr.
730 N. Breyfogle, Suite B
Mission, Texas 78574

20. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

21. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreements

22. **Assignment.** This Agreement shall not be assignable.

23. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

24. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

25. **Authority to Execute.** The execution and performance of this agreement by District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.

26. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

27. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Lox. Govt. Code Ann. 271.903.

**WITNESS THE HANDS OF THE PARTIES** and effective as of the day and year first written above.

**MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

James Olivarez, President, Board of Trustees

**ATTEST:**

Patty Bazaldua, Secretary, Board of Trustees

**HIDALGO COUNTY**

Ramon Garcia, County Judge

**ATTEST:**

Arturo Guajardo, Jr., County Clerk

**APPROVED BY COMMISSIONERS' COURT**
**ON:** 5/31/11

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY:
Stephen L. Crain

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN SHARYLAND INDEPENDENT SCHOOL DISTRICT AND THE COUNTY OF HIDALGO**

THIS Agreement is made on this the 31st day of May, 2011, by and between **SHARYLAND INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS,** in September 2002, the County was the recipient of Project S.T.O.P. (Stop Truancy on Patrol), a grant from the Office of the Governor's Criminal Justice Division (the "Project") for a period of four (4) years;

**WHEREAS**, the purpose of the Project is to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention for prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students;

**WHEREAS**, the Project, which has been administered through Hidalgo County Precinct No. 3 Constable's Office since its inception, is now expiring and the County and District desire to continue the Project during the 2011-2012 school year using their own funds;

**WHEREAS**, each party desires to contribute one-half of the costs associated with administering the Project at the District;

**WHEREAS**, in addition to the Project's goals and objectives, the District has requested that a County peace officer be available to assist the District by responding to emergencies or other exigent circumstances at a District campus or facility in which the response of a peace officer would be appropriate;

**NOW, THEREFORE**, County and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County will, pursuant to its applicable personnel policies, rules and procedures, hire a commissioned peace officer and the necessary support staff to continue the Project at the District. The County peace officer shall use his best efforts to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention for prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students.

2. During the term of this Agreement, such peace officer at all times, shall remain and be treated as an employee of the County and shall be subject to all applicable personnel policies, rules and procedures of the County.

3. In addition to the duties identified in paragraph 1 herein, the County agrees that such peace officer assigned to the District shall use his best efforts to respond to emergencies or other exigent circumstances which may exist at District campuses and facilities during regular school hours in which the response of a peace officer would be appropriate. However, the peace officer shall use his sole judgment and/or discretion to determine whether the situation merits an emergency or exigent circumstance requiring response by such officer. The District agrees that the County shall not be liable for failure to respond to any incident at a District campus or facility.

4. The parties agree that the peace officer will not be required to perform any school administrative duties other than those identified herein, nor will the peace officer be required to perform the duties of a District security guard.

5. The parties agree that the peace officer shall perform the functions of an attendance officer in accordance with Texas Education Code Section 25.091, in which the peace officer shall be authorized to: (1) investigate each case of a violation of compulsory school attendance requirements referred to the peace officer; (2) enforce compulsory school attendance requirements; (3) to serve court-ordered legal process; (4) to review school attendance records for compliance by each student investigated by the officer; (5) to maintain an investigative record on each compulsory school attendance requirement violation and related court action, and at the request of a court, the board of trustees of a school district, or the commissioner, to provide a record to the individual or entity requesting the record; (6) to make a home visit or otherwise contact the parent of a student who is in violation of compensatory attendance requirements; and (7) to take a student into custody with the permission of the student's parent or in obedience to a court-ordered legal process.

6. **Term**. The period of performance of this Agreement shall commence on September 1, 2011 and terminate on August 31, 2012. Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.

7. **Work Hours.** The peace officer shall be assigned to District business from 8 a.m. to 5 p.m., Monday through Friday and any other times required to fulfill the goals and objectives of the Program (i.e., Saturday juvenile education and training sessions) (collectively, "Normal Work Hours"), and at times other than Normal Work Hours upon mutual written agreement between the District and County.

8. **Time Off**. Any vacation, overtime or compensatory time earned by the peace officer shall be used or paid prior to the expiration of this Agreement. The County agrees to notify the District's Human Resource's Department when the peace officer takes sick leave or has scheduled vacation, overtime or compensatory time off in accordance with County notice provisions.

9. The County, through the Constable's Office, may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring and retention of County personnel shall remain the sole prerogative of the Constable's Office. However, should the District believe that the peace officer is not fulfilling his/her job duties or meeting the District's expected performance standards under this Agreement, the District shall notify the Constable with specific information regarding such nonperformance. The County shall, within fifteen (15) days, correct the unsatisfactory performance. Should the County fail to correct or address the District's nonperformance concerns, the District shall have the prerogative to terminate this Agreement upon an additional fifteen (15) days written notice to the County.

10. Upon the County's receipt of the payment from the District, the County shall fund the amount of Twenty Six Thousand Seven Hundred and Forty Nine 00/100 Dollars ($26,749.00) for its one-half share of the Project.

11. Within fifteen (15) days of receiving an invoice from the County, the District agrees to pay to the County the one match payment in the amount of Twenty Six Thousand Seven Hundred and Forty Nine 00/100 Dollars ($26,749.00) as consideration to the County for the continued implementation of the Project at the District.

12. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the services under this Agreement performed by each party.

13. The County may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring, and retention of County personnel shall remain the sole prerogative of the County.

14. **Termination.** Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.

15. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of

this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

16. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and District, and not otherwise.

18. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

| | |
|---|---|
| If to District: | Sharyland Independent School District<br>Attention: Dr. Scott B. Owings, Superintendent<br>1106 N. Shary Road<br>Mission, Texas 78572 |
| If to County: | Hidalgo County, Texas<br>Attention: Ramon Garcia, County Judge<br>P.O. Box 1356<br>Edinburg, Texas 78540-1356 |
| with copy to : | Hidalgo County Constable Precinct No. 3<br>Attention: Constable Lazaro Gallardo, Jr.<br>730 N. Breyfogle, Suite B<br>Mission, Texas 78574 |

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

20. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

21. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

22. **Assignment.** This Agreement shall not be assignable.

23. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

24. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

25. **Authority to Execute.** The execution and performance of this Agreement by District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.

26. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

27. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

**WITNESS THE HANDS OF THE PARTIES** and effective as of the day and year first written above.

**SHARYLAND INDEPENDENT SCHOOL DISTRICT**

Ricky Longoria, President, Board of Trustees

ATTEST:

Suzanne Pena, Secretary, Board of Trustees

**HIDALGO COUNTY**

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 5/31/11

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

**DATE:** August 18, 2011

**2011**
**Appropriation**

**DEPARTMENT HEAD:** Sergio Cruz, Budget Officer

**DEPARTMENT NAME:** Department of Budget & Management for Constable Pct. 3 STOP Truancy

**ACCOUNT NUMBER:** 1-1285-421-00-293-005-2-XXX

**Contact Person:** Sylvia Solis Ph#: (956) 292-7025 ext. 5408

**SUBJECT:** **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| INCREASE ACCOUNT NUMBER(S) | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|
| 1-1285-421-00-293-005-2- 113 | STOP Truancy- | Reg F/T Employees | 117,800.00 |
| 1-1285-421-00-293-005-2- 117 | STOP Truancy- | Supplemental Pay | 3,000.00 |
| 1-1285-421-00-293-005-2- 211 | STOP Truancy- | Health Insurance | 12,492.00 |
| 1-1285-421-00-293-005-2- 212 | STOP Truancy- | Life Insurance | 81.00 |
| 1-1285-421-00-293-005-2- 220 | STOP Truancy- | FICA | 9,241.20 |
| 1-1285-421-00-293-005-2- 230 | STOP Truancy- | Retirement | 11,596.80 |
| 1-1285-421-00-293-005-2- 250 | STOP Truancy- | Unemployment Comp | 604.00 |
| 1-1285-421-00-293-005-2- 260 | STOP Truancy- | Workers Comp | 3,033.00 |
| | **Total Appropriations** | | **157,848.00** |
| | | | |
| | | | |
| 1-1285-337-00-293-001-2- 000 | STOP- | Mission ISD | 27,230.00 |
| 1-1285-337-00-293-002-2- 000 | STOP- | La Joya ISD | 24,945.00 |
| 1-1285-337-00-293-003-2- 000 | STOP- | Sharyland ISD | 26,749.00 |
| 1-1285-391-01-000-100-2- 000 | Transfers In- | General Fund | 78,924.00 |
| | **Total Revenue** | | **157,848.00** |
| | | | |
| | | | |
| | | | |
| | | **TOTAL BUDGET INCREASE (DECREASE)** | **157,848.00** |

**REASON:** Appropriation of funds for the Constable Pct. 3 STOP Truancy Program for FY 2012. Grant period is from 9-1-11 to 8-31-12. **Total county cash match is $78,924.00**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

**HIDALGO COUNTY**
*COMMISSIONER COURT*
**2011 SALARY SCHEDULE**

**1- 1285-421-00-293-005-~~1~~ 2**

**AI - 28073**

**STOP TRUANCY**

| Slot # | Obj Code | POSITION TITLE | GRADE | STEP | 2011 GRADE & STEP SALARY | 2011 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances | | | | | 2011 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0001 | 113 | DEPUTY CONSTABLE STEP I | | | | $38,000.00 | $38,000.00 | $0.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $40,300.00 |
| 0002 | 113 | DEPUTY CONSTABLE STEP I | | | | $38,000.00 | $38,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $38,500.00 |
| 0003 | 113 | SR. DEPUTY CONSTABLE STEP I | | | | $41,800.00 | $41,800.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $42,300.00 |
| | | | | | TOTAL | $117,800.00 | $117,800.00 | $0.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $121,100.00 |

**Renewal of Interlocal Agreements to be effective from 09/01/2011 - 08/31/2012.**

# COUNTY of HIDALGO




EDINBURG, TEXAS 78539

*HIDALGO COUNTY AUDITOR'S OFFICE*
*Hidalgo County Administration Building*
*2808 South Business Highway 281*
*Edinburg, Texas 78539-6243*
*PHONE: (956) 318-2511*
*FAX: (956) 318-2577*
*WEBSITE: www.co.hidalgo.tx.us/auditor*

August 11, 2011

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

**RE: Certification of Revenue**

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

> The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for the fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the revenue for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the following amount as match from the La Joya Independent School District for the Project S.T.O.P. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

| AMOUNT | PURPOSE |
|---|---|
| $24,945.00 | Project S.T.O.P. (Stop Truancy on Patrol) |

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/18/11
Date

HIDALGO COUNTY DISTRICT JUDGES

ARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

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I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the following amount as match from the Sharyland Independent School District for the Project S.T.O.P. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

| AMOUNT | PURPOSE |
|---|---|
| $26,749.00 | Project S.T.O.P. (Stop Truancy on Patrol) |

CERTIFIED BY:

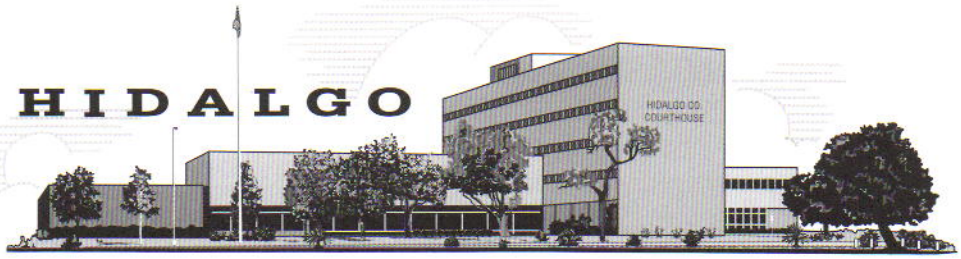
Raymundo Eufracio, CPA
Hidalgo County Auditor

8/18/11
Date

HIDALGO COUNTY DISTRICT JUDGES

ARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

# COUNTY of HIDALGO




EDINBURG, TEXAS 78539

*HIDALGO COUNTY AUDITOR'S OFFICE*
*Hidalgo County Administration Building*
*2108 South Business Highway 281*
*Edinburg, Texas 78539-6243*
*PHONE: (956) 318-2511*
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August 11, 2011

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
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> The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for the fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the revenue for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the following amount as match from the Mission Consolidated Independent School District for the Project S.T.O.P. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

| AMOUNT | PURPOSE |
|---|---|
| $27,230.00 | Project S.T.O.P. (Stop Truancy on Patrol) |

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/18/11
Date

HIDALGO COUNTY DISTRICT JUDGES

ARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

**AI-28101** **8. A.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted By:** Neida Chavana, TAX OFFICE

**Department:** TAX OFFICE

## Information

### CAPTION

Requesting Approval of Inter-Local Cooperation Agreement for Tax Assessment and Collection of Taxes between CITY OF EDINBURG and COUNTY of HIDALGO, effective October 1, 2011.

### BACKGROUND

Two (2) Tax Clerk/Cashier positions will be created with funding from this Interlocal next week.
City to pay $ 70,000. to county; balance after creating positions will be for office supplies.

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

### BUDGETARY IMPACT:

No fiscal Impact.
City of Edinburg will pay Hidalgo County a total of $70,000.00.

## Attachments

Back-Up
Email - Approval by Legal
AGREEMENT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/17/2011 11:23 AM |
| Perla Lopez | Perla Lopez | 08/17/2011 01:41 PM |
| Auditor's Office | Arcilia Duran | 08/17/2011 02:00 PM |
| Dina Trevino | Merlen P. Munoz | 08/18/2011 10:23 AM |
| Dale Kennan | Dale Kennan | 08/18/2011 10:59 AM |
| Purchasing Department | Angela Garcia | 08/19/2011 08:35 AM |

Form Started By: Neida Chavana Started On: 08/17/2011 10:51 AM

Final Approval Date: 08/19/2011

CLERICAL POSITION :(2 New Positions)

| | | | | | | |
|---|---|---|---|---|---|---|
| Salary: $ 25,000.00 | | $ | 25,000.00 | | | |
| Health $300.00 x 12 | | $ | 3,600.00 | | | |
| Life Insurance $ 2.25 x 12 | | $ | 27.00 | | | |
| Social Security | 7.65% | $ | 1,912.50 | | | |
| Retirement | 9.60% | $ | 2,400.00 | | | |
| Unemployment | 0.50% | $ | 125.00 | | | |
| Worker's Compensation | 0.77% | $ | 192.50 | | | |
| | | $ | 33,257.00 | x (2) | $ | 66,514.00 |

($70,000.00 New Contract/City of Edinburg)

```
                0.*

          70,000.00+
          66,514.00-
000
           3,486.00*+
```

= difference to be placed in'to our obj # 601

## Perla Lopez

**From:** Neida Chavana [neida.chavana@taxoffice.co.hidalgo.tx.us]
**Sent:** Wednesday, August 17, 2011 11:59 AM
**To:** perla.lopez@co.hidalgo.tx.us
**Subject:** FW: Interlocal Agreement for tax collection-city of edinburg

Just got this! Thanks

Sincerely,

*Neida Chavana*

Neida Chavana, RTC
Hidalgo County Tax Office
2804 S. Bus. 281
P.O. Box 178
Edinburg, TX 78540-0178
(956) 289-7455
Fax (956) 318-2733

---

**From:** Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
**Sent:** Wednesday, August 17, 2011 11:53 AM
**To:** 'Monica Badillo'
**Cc:** 'Neida Chavana'; erika.zamora@co.hidalgo.tx.us
**Subject:** RE: Interlocal Agreement for tax collection-city of edinburg

I have reviewed the attached agreement and approve as to form.

Thanks.

**Josephine Ramirez Solis**
*Assistant Criminal District Attorney*
County Affairs Section
**Office of Criminal District Attorney**
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

**********

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

**********

**From:** Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
**Sent:** Wednesday, August 17, 2011 11:30 AM
**To:** josephine.ramirez@da.co.hidalgo.tx.us
**Cc:** Neida Chavana; erika.zamora@co.hidalgo.tx.us
**Subject:** Interlocal Agreement for tax collection-city of edinburg

Hi Ma'am,
This is for the agenda; can you plz review and approve (this is a standard agreement used for each city/entity)

Thanks,

*Monica Badillo, Court Administrator*
*County of Hidalgo Executive Office*
*2818 S. Bus. Hwy. 281*
*Edinburg, Texas 78539*
*(956) 292-7025 ext. 5404*
*(956) 292-7034 (fax)*

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

# INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION

This Agreement made and entered into this 22nd day of August, 2011, by and between the County of Hidalgo (hereinafter called "COUNTY"), a political subdivision of the State of Texas and the City of Edinburg, Texas, (hereinafter called "CITY") duly organized and existing under the laws of the State of Texas, each acting herein by and through its duly authorized officials.

## WITNESSETH:

**WHEREAS**, the parties to this Agreement wish to consolidate the assessment and collection of property taxes into one person, the Tax Assessor-Collector of Hidalgo County, Texas (hereafter called "TAC") and

**WHEREAS**, the parties enter into this Agreement in order to eliminate the potential duplication of the existing system for the assessment and collection of taxes and to promote governmental efficiency; and

**WHEREAS**, the parties enter into this Agreement pursuant to the authority granted by Sections 6.23 (a) (4), 6.24, 6.29 and 6.30 of the Texas Property Tax Code (hereafter called "Tax Code") and Article 4413 (32c), V.T.C.S., known as the "Inter-local Cooperation Act";

**NOW, THEREFORE**, for purposes stated herein, it is mutually agreed as follows:

## I. TERM:

This Agreement is for the collection of CITY taxes for the 2011 Tax Year effective OCTOBER 1ST, 2011. This Agreement shall be automatically renewed for subsequent tax years on SEPTEMBER 30TH of each calendar year unless either party gives written notice to the other of its intent to terminate this agreement at least thirty (30) days prior to the renewal date.

## II. APPOINTMENT:

The CITY appoints the TAC as the Assessor-Collector of taxes for the CITY for the term of this Agreement. The TAC shall have full authority and responsibility to assess all of the real and personal property subject to taxation located within the boundaries of the

CITY in accord with the laws pertaining thereto. The TAC is authorized and directed to collect all taxes of the CITY, both current and delinquent, including taxes previously assessed by the CITY. The TAC shall remain in the sole employ and control of the COUNTY.

## III. DESCRIPTION OF SERVICES:

1. The COUNTY, through its TAC, hereby agrees to provide the following ad valorem tax related services:

   A. Compute and publish the effective tax rate subject to consideration and approval of the CITY. Expenses for all notices and publications shall be borne by the CITY;

   B. Establish the tax roll based on property values and exemption certified by the Appraisal District and the tax rate, exemptions, and discounts authorized by the CITY;

   C. Prepare and mail tax statements for all of the CITY tax accounts;

   D. Receive payment of taxes on behalf of the City;

   E. Refund overpayment or erroneous payments of taxes as provided by law.

   F. Disburse tax monies received at the COUNTY Tax Office during the term of this contract, on the next business day. All other payments received at the COUNTY 'S Depository Bank ("Bank") will be received in accordance with the terms of the lock box processing agreement between the BANK and the COUNTY.

   G. Prepare and submit reports as required pursuant to Texas Property Tax Code Ann. Sec. 31.10, to the City accounting for all taxes collected. The COUNTY further agrees to prepare and/or provide information and reports for State agencies, auditors and other activities regarding the assessment, collection, and disbursement of ad-valorem taxes. The COUNTY shall also provide current and delinquent tax rolls, quarterly status reports, partial payment contracts and delinquent tax statements upon request.

   H. The TAC will apply equal effort in the assessment and collection of current and delinquent property taxes for the parties of the Agreement. The TAC activity will not show bias toward any taxing unit for which it collects current and delinquent property taxes.

I. The TAC will permit the taxpayer, in the event of payment of less than the consolidated bill is tendered, to apply the payment as the taxpayer desires, in compliance with State Law. In the absence of the expression of any preference as to application of payment, the payment will be applied in compliance with Section 31.07 of the Property Tax Code which states that if a collector accepts a partial payment of a tax bill that includes taxes for more than one taxing unit, the collector shall allocate the partial payment among all the taxing units included on the bill in proportion to the amount of tax included in the bill for each taxing unit.

J. Any waiver of penalty and interest being considered must establish that the delinquency was caused by a direct action or inaction of the TAC or Appraisal as described by the Property Tax Code.

K. The TAC will limit the time frame allowed for installment payment agreement on delinquency property taxes owing to the City to no more than twelve (12) months. Written approval must be obtained for the City Manager or his designee for deviations.

L. The TAC will refrain from seizing and/or selling any property pertaining to the CITY'S Tax Roll having a homestead designation for payment of delinquent taxes without written approval.

M. The TAC will certify to the City an estimate of the collection rate of the current year, the amount of debt taxes, if applicable, and other required information pursuant to Tax Code Sec. 26.04.

N. The CITY and COUNTY agree that interest payments required as a result of untimely processing of refunds are not considered reimbursable expenses.

2. The CITY hereby specifically authorizes and empowers Hidalgo County, Texas, its employees, officials and agents to perform all acts which the COUNTY, its employees, officials, and agents determine necessary proper, and in the best interest of the CITY in order to accomplish the services hereby agreed to be performed by the COUNTY.

3. The following duties and responsibilities of the CITY are specifically excluded from this Agreement:

A. Any obligation of the Hidalgo County Appraisal District;

B. Adoption of a tax rate for the CITY;

C. Obligation of the CITY regarding publication of tax information, meeting notices and elections regarding the establishment of a tax rate; and

D. Any other obligations imposed by law upon the CITY not specifically agreed to be performed herein by the COUNTY.

E. Adopt and enforce reasonable regulations not inconsistent with the Constitution and Laws of this State as may be deemed essential for the proper collection, checking, and accounting of revenues by the COUNTY, including funds held in trust for the CITY.

## IV. DELINQUENT TAXES:

1. Pursuant to Section 6.24 of the Texas Tax Code, the CITY hereby authorizes the COUNTY by and through the TAC to collect delinquent taxes for the CITY as provided herein.

2. Pursuant to Subsection (c.), Section 6.30, Texas Property Tax Code Ann., if the CITY has entered into a contract with a law firm to represent the CITY in the enforcing and collecting of delinquent taxes, the attorney's compensation is set forth in such contract. A copy of the CITY'S Delinquent Tax Collection Agreement must be attached hereto and incorporated herein by reference as Exhibit "A".

3. Pursuant to Section 33.07, Texas Property Tax Code Ann., the COUNTY agrees to produce and deliver to the "CITY'S" delinquent tax attorney a Notice of Delinquency that includes the additional penalty to defray the costs of collection for mailing to the property owner at least thirty (30) and not more than sixty (60) days before July 1.

4. No installment agreement for the payment of CITY'S delinquent taxes, which are in excess of $5,000.00, will be entered into by the TAC without the prior approval of the CITY. No installment agreements on behalf of the CITY will be entered into prior to July 1 for payment of current year delinquent taxes.

## V. CONSIDERATION:

1. The CITY hereby agrees to pay and the COUNTY agrees to accept a fee of $70,000 of all current and delinquent base taxes collected from OCTOBER 1ST, 2011, through SEPTEMBER 30TH, 2012. For subsequent years, after reviewing actual collection costs, the COUNTY will submit to the CITY, prior to May 1, the fee for the following year. The CITY will have until June 1, to accept the recommended fee.

2. The COUNTY will deduct a 1/12th - collection fee from monthly collections and submit monthly collections reports.

3. If for any reason the CITY is unable to provide the COUNTY with necessary tax account information and adopted tax rate prior to the COUNTY'S mailing of its own Tax Bills, the CITY agrees to assume the entire cost for such additional mailing. It is understood however, that the CITY will be charged a prorated amount on an equal basis if another Entity is consolidated on such billing.

4. The CITY is to provide in writing its adopted tax rate to the COUNTY no later than October 1st of each year and the COUNTY is to mail out the consolidated tax statements no later than November 1st of each year. If the CITY fulfills this requirement and the COUNTY, due to a delay in adoption of its tax rate or other entities tax rate determines that it will not be able to mail consolidated tax statements by November 1st, then the COUNTY at its own expense will mail a separate tax statement for the CITY by November 1st.

5. The CITY will require the TAC to give bond conditioned on his faithful performance of duties. The bond shall be payable to, approved by, and paid for by the CITY in an amount to be determined by the CITY.

## VI. MISCELLANEOUS:

1. It is expressly understood and agreed that, in the execution of this Agreement, neither the COUNTY nor CITY waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

2. All notices provided to be given under this Agreement shall be given by regular or certified mail addressed to the proper party, at the following address:

**IF TO COUNTY:**
Hon. Ramon Garcia, County Judge
100 E. Cano, 2nd Floor
P.O. Box 1356
Edinburg, Texas 78540

**WITH COPIES TO:**
Armando Barrera Jr., RTA
Hidalgo County Tax Assr/Coll
P.O. Box 178
Edinburg, Texas 78540-0178

Ray Eufracio, County Auditor
2808 S. Business Hwy 281
Edinburg, Texas 78539

**IF TO THE CITY:**
Hon. Richard Garcia, Mayor
City of Edinburg
415 W. University Dr.
Edinburg, Texas 78541

3. TEXAS LAW TO APPLY: This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

4. LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6. PRIOR AGREEMENT SUPERSEDED: This Agreement constitutes the sole and only Agreement of the parties hereto and supercedes any prior understandings or written or oral agreements between the parties respecting the subject matter.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS THE 22nd DAY OF August 2011.

COUNTY OF HIDALGO:

BY:_____
Ramon Garcia
County Judge
Hidalgo County, Texas

ATTEST:

_____
Arturo Guajardo,
County Clerk
Hidalgo County

CITY OF EDINBURG:

BY:_____
Richard Garcia, Mayor
City of Edinburg

_____
Myra Ayala-Garza, City Secretary
City of Edinburg

**AI-28173** **8. B.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

**CAPTION**

1. Submission of 2011 effective and rollback tax rates.
2. Discussion of 2011 planning calendar
3. Discussion of 2011 tax rates
4. Record vote on proposed 2011 tax rate and schedule two (2) public hearings if proposed tax rate exceeds the lower of the effective or rollback rates.

**BACKGROUND**

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/19/2011 09:12 AM |
| Budget & Management | Merlen P. Munoz | 08/19/2011 09:12 AM |
| Dale Kennan | | |
| Auditor's Office | | |
| Purchasing Department | | |

Form Started By: Angela Garcia Started On: 08/19/2011 08:44 AM

**AI-28159** **10. A.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted By:** Rodolfo Perez, ADULT PROBATION

**Department:** ADULT PROBATION

## Information

**CAPTION**

Requesting approval to apply for grant from the Texas Veterans Commission for Veterans Treatment Court

**BACKGROUND**

Grant from Texas Veterans Commission will assist in providing services
No budgetary impact from County -
Deadline Aug. 26th to apply.

## Attachments

Texas Veterans Commission

Texas Veterans Commission

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/18/2011 10:11 AM |
| Sylvia Solis | Angela Garcia | 08/18/2011 10:29 AM |
| Ivan Cantu | Ivan Cantu | 08/18/2011 01:32 PM |
| Purchasing Department | Angela Garcia | 08/19/2011 08:35 AM |

Form Started By: Rodolfo Perez Started On: 08/18/2011 09:56 AM

Final Approval Date: 08/19/2011

## Texas Veterans Commission


- Skip to Navigation
- Skip to Content


# Over $3 Million in Grants Available from the Texas Veterans Commission

**August 15, 2011**

AUSTIN – The Texas Veterans Commission announces the availability of more than $3 million in grants to be awarded from the Texas Veterans Commission Fund for Veterans' Assistance.

Grant funds will be awarded to qualified charitable organizations, Veterans Service Organizations and local government agencies to address issues affecting Veterans and their families. Services funded to date include transportation to medical facilities, counseling for Post-Traumatic Stress Disorder (PTSD), housing assistance for homeless Veterans,short-term emergency financial needs, Veteran courts, legal assistance and career training.

"These grants play a critical role in meeting the diverse needs of these Veterans and their families," says Thomas Palladino, Executive Director of the Texas Veterans Commission. "I invite all eligible organizations and entities to consider how their specific programs can be leveraged to assist Veterans and encourage them to apply for a grant."

*Veterans Cash* has been the primary source of funds for the Texas Veterans Commission Fund for Veterans' Assistance since its introduction in November 2009. The current game features the iconic image of John Wayne. Individuals can also support Veterans by making an online donation to the Fund for Veterans' Assistance through http://www.tvc.state.tx.usor when registering a vehicle. Donations to the TVC Fund for Veterans' Assistance are tax deductible under the provisions of Section 170(c) of the Internal Revenue Code.

Texas Veterans Commission

The mission of the Texas Veterans Commission's is to advocate for and provide superior service to Veterans and their families in the areas of disability claims assistance, employment services, education benefits and grant funding. Over 200 skilled counselors in 75 cities provide one-on-one guidance to Veterans and their families to ensure they receive all the benefits to which they are entitled.

Information outlining the grant objectives, selection criteria and instructions application can be found at http://www.tvc.state.tx.us/about/fund-for-veterans-assistance. All grant applications must be received by the Texas Veterans Commission no later than 5:00 PM Central Time on**August 26, 2011.**

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**Search Our Site**

## Texas Veterans Commission


- Skip to Navigation
- Skip to Content


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**AI-28122** **11. A.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted By:** Erika Reyna, COUNTY JUDGE

**Department:** COUNTY JUDGE

## Information

### CAPTION

Discussion, consideration, and approval of the following documents as required by the Texas Division of Emergency Management (TDEM).

1. Annex I - Public Information
2. Annex M - Resource Management
3. Annex N - Direction and Control
4. Annex V - Terrorist Incident Response

### BACKGROUND

The Emergency Management Plan and Annexes I (Public Information), M (Resource Management) , N (Direction and Control), and V (Terrorist Incident Response) must be submitted to TDEM prior to August 29, 2011. TDEM requires Emergency Management Plans and Annexes be updated every five years.

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

### BUDGETARY IMPACT:

No fiscal impact.

## Attachments

Annex I

Annex M

Annex N

Annex V

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/17/2011 02:17 PM |
| Dale Kennan | Dale Kennan | 08/18/2011 08:49 AM |
| Auditor's Office | Arcilia Duran | 08/18/2011 04:10 PM |
| Purchasing Department | Angela Garcia | 08/19/2011 08:35 AM |

Form Started By: Erika Reyna Started On: 08/17/2011 02:00 PM

Final Approval Date: 08/19/2011

# ANNEX I

# PUBLIC INFORMATION

Hidalgo County

**Jurisdiction**

# APPROVAL & IMPLEMENTATION

# Annex I

# PUBLIC INFORMATION

| | |
|---|---|
| Signature | Date |
| Signature | Date |

**NOTE:** The signature(s) will be based upon local administrative practices. Typically, the individual having primary responsibility for this emergency function signs the first signature block and the second signature block is used by the Emergency Management Coordinator, Mayor, or County Judge. Alternatively, each department head assigned tasks within the annex may sign the annex.

## RECORD OF CHANGES

## Annex I

## PUBLIC INFORMATION

| Change # | Date of Change | Entered By | Date Entered |
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# ANNEX I
# PUBLIC INFORMATION

## I. AUTHORITY

**A.** See Section I of the Basic Plan for general authorities.

**B.** Texas Local Government Code, Chapter 203 (Management and Preservation of Records).

**C.** Hidalgo County

## II. PURPOSE

The purpose of this annex is to outline the means, organization, and process by which we will provide appropriate information and instructions to the public during emergency situations. This annex also provides for public education to be conducted in advance of emergency situations to reduce the likelihood that citizens will place themselves in hazardous situations that may require an emergency response.

## III. EXPLANATION OF TERMS

### A. Acronyms

| | |
|---|---|
| EAS | Emergency Alert System |
| EMC | Emergency Management Coordinator |
| EOC | Emergency Operations Center |
| IC | Incident Command/Commander |
| ICP | Incident Command Post |
| JFO | Joint Field Office |
| JIC | Joint Information Center |
| JIS | Joint Information System |
| LWP | Local Warning Point |
| PIO | Public Information Officer |
| TV | Television |

### B. Definitions

Public Information: Information provided to citizens before, during, and after emergency situations/incidents specifically including instructions on how to protect personal health, safety, and property or how to obtain assistance.

## IV. SITUATION & ASSUMPTIONS

### A. Situation

1. The County faces a number of hazards which may cause emergency situations; see Section IV of the Basic Plan for a summary of those hazards and their possible impact.

2. During emergencies, the public needs timely, accurate information on the emergency situation and appropriate instructions regarding protective actions that should be taken to minimize injuries, loss of life and damage to property.

3. For some slowly developing emergency situations (such as river flooding or hurricanes), there may be several days for local government and the media to provide detailed information about the hazard and what citizens should do.

4. For other emergency situations, there may be no warning, leaving the public information system unable to react rapidly enough to properly inform the public about the hazard and what to do about it. For this reason, it is important that the public be advised of likely hazards and what protective measures should be taken to lessen the effect of an emergency and/or disaster.

### B. Assumptions

1. An effective program combining both education and emergency information can significantly reduce loss of life and property. However, many people are unconcerned about hazards until they may be affected and will not participate in or retain pre-emergency education; therefore, special emphasis must be placed on the delivery of emergency information during emergencies and disasters.

2. Local media will cooperate in disseminating warning and emergency public information during emergency situations and may participate in pre-disaster awareness programs and other disaster education activities.

3. Some emergency situations may generate substantial media interest and draw both local media and media from outside the local area, overwhelming the available emergency public information staff.

## V. CONCEPT OF OPERATIONS

### A. General

1. Pursuant to the National Incident Management System (NIMS) operating principles and protocols, public information efforts should generally focus on specific event-related information. This information will generally be of an instructional nature focusing on such things as warning, evacuation, and shelter. Appendix 2 describes some basic emergency information needs.

2. A special effort should be made to keep the public informed of the general progress of events. Reporting positive information regarding emergency response will help to

reassure the community that the situation is under control. Rumor control must be a major aspect of the informational program. Public feedback should be used as a measure of the program's effectiveness.

3. Education efforts are to be directed toward increasing public awareness about potential hazards and how people should prepare for them. All information and education efforts will rely heavily on the cooperation of every type of media organization.

## B. Information Dissemination

1. In the initial stages of an emergency situation, the Local Warning Point may have to take action on time-sensitive hazards. Within the limits of the authority delegated to it, the Local Warning Point (LWP), located at the Emergency Operations Center will determine if a warning needs to be issued, formulate a warning if necessary, and disseminate it. Pre-scripted emergency messages have been prepared for likely hazards and are included in Annex A, Warning. A list of these messages is provided in Appendix 5. These pre-scripted messages may be used as written or tailored as needed for specific circumstances.

2. As Emergency Alert System (EAS) messages are limited to two minutes, EAS warning messages may have to be supplemented with Special News Advisories prepared by the PIO staff that contains amplifying emergency information. Special News Advisories are generally disseminated to media outlets by fax.

   a. Broadcasters and cable companies must carry national security warnings and messages initiated by the President; they may broadcast alerts and messages initiated by state and local governments. The Federal Communications Commission encourages licensees to broadcast local warning and instruction messages, but the final decision on broadcasting such messages rests with the broadcasters.

   b. Broadcasters and cable operators will expect EAS to be used for life-threatening emergencies.

3. When the Incident Command System is activated for an emergency situation, the Incident Commander will normally warn the public in and around the incident site. A designated PIO at the Incident Command Post (ICP), assisted by the County PIO staff if necessary, will normally provide information on the emergency situation to the media if the EOC has not been activated. All information relayed to the media by the PIO will be approved by the IC and the County Judge, regardless of the command structure – single or unified.

4. Once the EOC has been activated for an emergency situation, the EOC Supervisor will normally determine the need for additional warning and instructions. The PIO staff will formulate additional warning messages and public instructions, using the sample messages contained in Annex A as a basis, where appropriate. The LWP will normally execute such warnings by activating the warning system, including transmitting EAS messages to broadcasters. The PIO staff will disseminate Special News Advisories and other emergency public information materials to the media directly using its contact list.

5. In the case of large-scale emergencies or disasters where there are substantial external responders from other jurisdictions and/or state or federal agencies and the response and recovery effort may continue for an extended period, a Joint Information Center (JIC) may be established. The JIC, an element of the Joint Information System (JIS) developed to provide information to the public during an emergency, is a working facility where the emergency public efforts of all participating jurisdictions, agencies, volunteer organizations, and other responders can be coordinated to ensure consistency and accuracy. In federally declared incidents, a JIC will typically be set up as part of the Joint Field Office (JFO).

6. The following means will be used to provide emergency information and instructions to the public:

   a. EAS broadcasts by radio, television, and cable companies.
   b. Special news broadcasts by radio, television, and cable companies.
   c. Local newspapers.
   d. Local government cable access channels within Hidalgo County Telephone warning/information system.
   e. Mobile units with public address systems.
   f. The local government Internet site.
   g. Social media feeds (i.e. Facebook, Twitter, Youtube, etc.)

## C. Providing Emergency Information to Special Populations

Special populations will be provided information on emergency situations and appropriate instructions by the following methods:

1. Visually-impaired: EAS messages and news advisories on radio, NOAA Weather Radio, or by door-to-door notification
2. Hearing-impaired: Captioned EAS messages and news advisories on television, print media, video conferencing equipment
3. Non-English Speakers: Spanish language radio, print, TV, or cable language newscasts and reports; Spanish language interpreters; Nonprofit and grassroots organizations (promotoras); door-to-door; other.

## D. Resources

The PIO shall maintain a Media Roster that contains the names, telephone and facsimile numbers, and E-mail addresses of each of the media resources listed below. See Appendix 1 for an example.

1. Broadcast Television

   a. KRGV – Channel 5, 24 hrs.
   b. KGBT – Channel 4, 24 hrs.
   c. Univision – Channel 48, 24 hrs.
   d. KTLM – Telemundo 40, 24 hrs.
   e. FOX – Channel 2, 24 hrs.
   f.. KVEO – Challen 23, 24 hrs.
   f. KMBH – PBS Channel 60, 24 hrs.

2. Cable Television

    a. Time Warner Communications

3. Radio

    a. BMP Radio: XHRR 102.5 FM, KESO 92.7 FM, XHAVO 101.5 FM, KJAV 104.9 FM , KBUC 102.1 FM; KURV710 AM, KSOX 1210 AM, , 24 hrs.
    b. Clear Channel Radio: KHKZ 106.3,KBFM 104.1 FM, K-TEX 100.3, KQXX 105.5 FM, 24 hrs.
    c. Q-94.5 FM, 24 hrs.
    d. KVMV Inspirational, 96.7 FM, 24 hrs.
    e. KGBT-KBT 96.1 FM, 24 hrs.
    f. PBS/NPR – 88.1 FM

4. Newspapers

    a. The Monitor
    b. Progress Times
    c. Town Crier
    d. Delta Chronicle
    e. Edinburg Daily Review
    f. Advance News Journal
    g. Mid Valley Town Crier
    h. El Periodico USA

5. Other

    a. Emergency preparedness information is published annually in the local telephone directory.
    b. An annual emergency preparedness calendar is published and distributed to local residents.
    c. County website and social media sites are updated with timely preparedness and response information before, during and after emergency events.

**E. Phases of Management**

1. Mitigation

    a. Conduct hazard awareness programs.

    b. Develop systems to enhance information dissemination during emergency situations.

2. Preparedness

    a. Develop and distribute educational materials; conduct public education programs.

b. In coordination with the EMC, prepare pre-scripted warning and public instruction messages for known hazards. See Appendix 5 to this annex for a list of those messages included in Annex A, Warning.

c. Brief local media on local warning systems and coordinate procedures for transmitting emergency information to media.

d. Conduct public education on warning systems and the actions that should be taken for various types of warnings.

e. Train public information staff.

f. Brief local officials and emergency responders on working with the media. See Appendix 3.

g. Maintain this annex.

h. Identify suitable facilities for a Joint Information Center.

3. Response

a. Develop, obtain authorization, and release public information on the emergency situation.

b. Conduct media monitoring to determine the need to clarify issues and distribute updated public instructions.

c. Manage rumor control.

d. Conduct news conferences and arrange interviews as needed.

4. Recovery

a. Provide public information relating to recovery process and programs.

b. Compile record of events.

c. Assess effectiveness of public information and education program.

## VI. ORGANIZATION & ASSIGNMENT OF RESPONSIBILITIES

### A. General

1. The overall responsibility for providing emergency information and instructions to the public rests with the County Judge.

2. The County Judge shall provide general guidance for Public Information (PI) programs and appoint a Public Information Officer (PIO).

3. The PIO will manage and coordinate all emergency public information related activities and direct such staff as may be assigned or recruited to assist in those activities.

4. Trained public information specialists will staff PIO positions at the Incident Command Post and in the EOC.

## B. Task Assignments

1. The County Judge will:

   a. Appoint a Public Information Officer (PIO).

   b. Ensure that the jurisdiction has implemented and institutionalized processes and procedures to coordinate and integrate public information functions including the development of a public education program for emergency situations.

   c. Authorize release of all IC approved incident information to the media.

   d. Ensure that a Joint Information Center (JIC) is activated when warranted by the incident.

2. The Public Information Officer (PIO) will:

   a. Represent and advise the IC on all public information matters relating to the management of the incident.

   b. Ensure the IC approves the release of all incident-related information.

   c. Coordinate and integrate public information functions across jurisdictions and functional agencies as required.

   d. Develop accurate and complete information on the incident for both internal and external consumption.

   e. Coordinate the overall emergency public information efforts of local government.

   f. Serve as the official County representative in the JIC.

   g. Conduct public education programs as an ongoing activity.

   h. Develop and disseminate public information materials and maintain a stock of materials for emergency use based on hazards likely to confront the jurisdiction. Such materials should include:

      1) General materials dealing with the nature of hazards and basic protective actions to take in the event of an emergency, including shelter-in-place and evacuation.

      2) Hazard specific instructions on “where to go and what to do” in an emergency.

3) Information on how emergency warnings are disseminated and the meaning of warning signals.

i. In coordination with the Hidalgo County Sheriff and the EMC, develop pre- scripted warning messages for known hazards for use by the local warning point and the EOC.

j. Develop methods (i.e., newspaper supplements, prepared TV/radio scripts for broadcast stations) for distribution of EPI materials to the public, to include materials for non-English speaking groups, if appropriate.

k. In cooperation with the EMC, coordinate with broadcasters (radio and television stations and cable television companies) to develop procedures for local government to disseminate warning messages and emergency information through the broadcast media.

l. Authenticate sources of information, verify for accuracy, and obtain authorization before issuing news releases.

m. Provide authorized news releases to the media while keeping the County Judge informed of message content.

n. Monitor media coverage of emergency operations for accuracy of reports and issue corrections where necessary.

o. Take action to control rumors.

p. Brief potential Incident Commanders, department heads and key staff, and the EOC staff on basic public information needs, working with the media, and media access during emergency operations. See Appendices 2, 3 and 4 for further information on these subjects.

q. Maintain a media briefing area in the vicinity of the EOC.

r. Periodically brief the media on local warning systems and warning procedures.

s. Maintain a Media Contact Roster. See Appendix 1 for a sample.

t. Compile printed and photographic documentation of the emergency/disaster.

u. Develop public information emergency checklists for known hazards. See Appendix 6.

v. Anticipate and be prepared to handle unscheduled inquiries from the media and the public.

w. Train a group of government employees and/or volunteers to staff PIO positions at the Incident Command Post and in the EOC.

3. The EMC will:

a. Advise the County Judge on when to disseminate emergency instructions to the public.

b. Coordinate with the PIO in the development of pre-scripted emergency messages.

c. Work with the PIO in public education activities relating to emergency management.

d. Identify concerns raised by the public, rumors, and other issues involving citizens to the PIO so they may be addressed in public information activities.

4. All local government departments and agencies will:

a. Refer media inquiries during emergency situations to the PIO.

b. Assist the PIO in responding to requests for information from the public or the media.

5. Media companies are expected to:

a. Disseminate warning messages and special news advisories provided by local government to the public as rapidly as possible.

b. Participate in periodic tests of the EAS and other warning systems.

c. Provide coverage of emergency management activities.

d. Work with PIO and EMC on public educational programs relating to emergencies.

e. Check accuracy of information on emergency operations with the PIO or EMC.

## VII. DIRECTION & CONTROL

### A. General

1. The County Judge has overall responsibility for the emergency public information program, shall provide general guidance for emergency-related public education and information activities, shall appoint a PIO, and in conjunction with the IC, approve all information released to the news media.

2. The Public Information Officer shall direct all emergency public information activities, coordinating as necessary with other individuals, departments, and agencies performing other emergency functions.

3. To the extent possible, the PIO shall release, upon approval, all information to the public and the media during emergency operations. During emergency operations, departments and agencies shall refer media inquiries to the PIO.

**B. Line of Succession**. The line of succession for the Public Information Officer is**:**

1. Public Information Officer

2. Public Affairs Specialist.
3. Emergency Management Coordinator
4. County Judge (or representative)

## VIII. READINESS LEVELS

### A. Readiness Level 4 - Normal Conditions

See the mitigation and preparedness activities in Section V.E, Emergency Management Activities by Phase.

### B. Readiness Level 3 - Increased Readiness

1. Monitor the situation.

2. Check and update Media Contact Roster.

3. Alert media of the increased threat so they are aware of the situation and are prepared to disseminate warnings and public instructions if necessary.

### C. Readiness Level 2 - High Readiness

1. Monitor the situation.

2. Review pre-scripted warning messages and public instruction messages; draft updated versions or additional messages tailored for the impending threat.

3. Alert personnel for possible emergency operations; identify personnel for increased staffing during primary vulnerability period.

4. Determine requirements for additional pre-emergency public information and instructions and produce and disseminate those materials.

5. Consider placing public information personnel on shifts to provide for increased situation monitoring and to conduct additional public information planning.

### D. Readiness Level 1 - Maximum Readiness

1. Monitor the situation.

2. Update warning messages as necessary.

3. Update public information materials based on current threat and disseminate.

4. Provide information to the media on local readiness activities.

5. Place selected off-duty personnel on standby to increase staffing if necessary.

6. Staff public information positions in the EOC or at the ICP when activated.

## IX. ADMINISTRATION & SUPPORT

### A. Media Contact Roster

The PIO shall maintain a contact roster for the media organizations that are involved in local emergency management programs. A sample is provided in Appendix 1.

### B. Records

1. The PIO shall maintain a file of all news advisories and press releases issued during emergency operations.

2. The PIO shall also compile and maintain copies of newspaper articles, videotapes of emergency operations and news broadcasts relating to an emergency, and other media materials distributed for use in post-incident analysis and future training activities.

### C. Educational Programs

1. The PIO and the EMC shall conduct disaster educational programs to increase citizen preparedness. Educational programs may include presentations in schools and for community organizations, displays at local public gatherings, community meetings, distribution of educational materials, and other activities. The local media may be willing to assist with such activities and local businesses may be willing to sponsor such events and assist with costs. Educational brochures may also be distributed with regularly scheduled government, utility, or business mailings.

2. The PIO is expected to obtain and maintain materials for disaster-related public education. A wide variety of educational materials dealing with emergency management and disaster preparedness are available. Materials include pamphlets, posters, videotapes, CD-ROMs, and complete training curricula for school children. Many publications are available in ready-to-distribute form or as fact sheets whose content can be incorporated into locally developed materials. Materials available include emergency preparedness information of general interest and specialized preparedness publications for school children, the elderly, and people with various disabilities. Public education materials relating to emergency management are available in a variety of foreign languages.

3. The principal providers of disaster-related educational materials are the Federal Emergency Management Agency (FEMA), the American Red Cross (ARC), and the Governor's Division of Emergency Management (GDEM); many agencies and volunteer organizations also published specialized disaster-related educational materials. FEMA publishes a catalog of their publications and both FEMA and the ARC include educational materials on their web sites; see Section XI, References, for their addresses. The GDEM also distributes hazard-specific awareness materials periodically throughout the year to local EMCs as part of state awareness campaigns.

### D. Training

Members of the public information staff for whom public information is not their primary daily work should attend public information training, preferably training focusing on emergency public information activities. GDEM and FEMA offer Public Information Officer training.

## X. ANNEX DEVELOPMENT & MAINTENANCE

**A. Development.** The Public Information Officer is responsible for developing and maintaining this annex.

**B. Maintenance.** This annex will be reviewed annually and updated in accordance with the schedule outlined in Section X of the Basic Plan.

**C. Operating Procedures.** The Public Information Officer is responsible for developing and maintaining SOPs covering recurring public information tasks.

## XI. REFERENCES


**A.** FEMA, *FEMA Publications Catalog*

**B.** FEMA, *Guide to All-Hazard Emergency Operations Planning* (SLG-101)

**C.** FEMA web site: www.fema.gov

**D.** American Red Cross web site: www.redcross.org

**E.** Department of Homeland Security, *National Incident Management System*


**APPENDICES:**


Appendix 1 ..... Media Contact Roster
Appendix 2..... Public Information Needs
Appendix 3..... Working With the Media
Appendix 4..... Media Access & Identification
Appendix 5..... List of Pre-scripted Emergency Messages
Appendix 6..... Public Information Checklists

Tab A — Public Information Checklist for Flooding
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Tab C — Public Information Checklist for Hurricanes

**MEDIA CONTACT ROSTER**

## 1. Radio

A. Station Name: KURV
   1) Address: 1201 N. Jackson, McAllen, Texas 78501
   2) Frequency & Operating Hours: 710 AM – 24 hrs.
   3) Contact Name: Jim Hearn
   4) Telephone Number/Fax Number: (956) 992-8895, Fax: (956) 383-2570, Cell: (956) 821-6201.
   5) E-mail Address: jhearn@bmpradio.com
   6) Contact Name: Tim Sullivan
   7) Cell: (956) 453-6780
   8) E-Mail Address: tsullivan@bmpradio.com

B. Station Name: KBFM 104.1, K-TEX 100.3
   1) Address: 901 E. Pike, Weslaco, Texas 78596
   2) Frequency & Operating Hours: 104.1 FM, 100.3 FM – 24 hrs.
   3) Contact Name: Billy Santiago
   4) Telephone Number/Fax Number: 866-973-1041/ (956) 973-9355
   5) Contact Name: JoJo Cerda

C. Station Name: Q-94.5
   1) Address: 801 N. Jackson, McAllen, Texas 78501
   2) Frequency & Operating Hours: 94.5 FM – 24 hrs.
   3) Contact Name: Charlie Kennedy
   4). Telephone Number/Fax Number: (956) 661-6000 / (956)661-6082

D. Station Name: KVMV- INSPIRATIONAL 96.7 FM
   1) Address: P.O. Box 3333, McAllen, Texas 78502
   2) Frequency & Operating Hours: 96.7 FM, 24 hrs.
   3) Contact Name: James Gamblin
   4) Telephone Number: (956) 778-9700
   5) Fax Number: (956) 787-9783

E. Station Name: KGBT, KBT 96.1 FM
   1) Address: 200 S. 10th Street, Ste. 600, McAllen, Texas 78501
   2) Frequency & Operating Hours: 96.1 FM - 24 hrs.
   3) Contact Name: Brenda Lee Huerta
   4) Telephone Number/Fax Number: (956) 631-5499 / (956) 631-0090

## 2. Television

Station Name: KRGV-Ch. 5
   1) Address: P.O. Box 5, Weslaco, Texas 78596
   2) Frequency & Operating Hours: Channel 5 - 24 hrs.
   3) Contact Name: Jennie Martinez
   4) Telephone Number/Fax Number: (956) 968-5555 ext 253 / Fax Number: (956) 973-5002

5) Contact Name: Raul Castelan: (956) 631-5555 ext 401 / Fax Number: (956) 631-3394

Station Name: KGBT Ch. 4

1) Address: 9201 W. Expressway 83, Harlingen, Texas 78552
2) Frequency & Operating Hours: Channel 4 – 24 hrs
3) Contact Name: Roxanne Lerma-
4) Telephone Number: (956) 366-4422, (956)421-4444
5) Contact Name: Henry Chu
6) Telephone Number: (956) 783-5428 ext 304 & 253
7) Fax Number: (956) 366-4490

Station Name: Channel 48

1) Address: 801 N. Jackson, McAllen, Texas 78501
2) Frequency & Operating Hours: Channel 48 – 24 hrs.
3) Contact Name: Jose Charles
4) Telephone Number: (956) 661-6116
5) Contact Name: Robert Zuniga
6) Telephone Number: (956) 687-4848
7) Cell phone: (956) 330-9799
8) Fax Number: (956) 687-6582
9) E-Mail Address: feedback@ultravision.com

Station Name: KTLM Telemundo 40

1) Address: 3900 N. 10th Street, McAllen, Texas 78501
2) Telephone Number: (956) 686-0040
3) Fax Number: (956) 686-0770

**3. Cable Television Company**

Name: Time Warner Communications

1) Address: 2921 S. Expressway, Harlingen, Texas 78550
2) Service Area: Roma to South Padre Island, Texas
3) Contact Name: Rolando Vela
4) Telephone Number: (956) 412-5456
5) Fax Number: (956) 425-5756
6) E-mail Address: Rolando.vela@twcable.com

**4. Newspapers**

Name: The Monitor

1) Address: P.O. Box 760, McAllen, Texas 78501
2) Distribution Area: Hidalgo County
3) Contact Name: Ray Stafford
4) Telephone Number: (956) 686-4343
5) Fax Number: (956) 618-0520
6) E-mail Address: systems@themonitor.com

Name: Progress Times
1) Address: 1217 N. Conway, Mission, Texas 78572
2) Distribution Area: West of Mission up to Sullivan City
3) Contact Name: Jim Brunson
4) Telephone Number: (956) 585-4893
5) Fax Number; (956) 585-2304
6) Cell phone: (956) 534-1100
7) E-Mail Address: news@progresstimes.net

Name: Town Crier
1) Address: 1811 N. 23rd McAllen, Texas 78501
2) Distribution Are: Donna, Edinburg, McAllen, Mission, PSJA
3) Contact Name: Brad Nibert
4) Telephone Number: (956) 682-2423
5) Fax Number: (956) 630-6371
6) E-Mail Address: info@rgvbusiness.com

Name: Delta Chronicle
1) Address: P.O. Box 40, Elsa, Texas 78543
2) Distribution Area: Elsa, Edcouch, Monte Alto, La Villa, Mercedes, Edinburg, Raymondville
3) Contact Name: Mary Lou Duque
4) Telephone Number: (956) 262-1540
5) Fax Number: (956) 262-1588

Name: Edinburg Daily Review
1) Address: 215 East University Drive, Edinburgm Texas 78539
2) Distribution Area: Edinburg
3) Contact Name: Beng L. Lim
4) Telephone Number: (956) 383-2705
5) Fax Number: (956) 383-3172
6) E-Mail Address: edinrev@aol.com

Name: Advance News Journal
1) Address: 1101 N. Cage, Pharr, Texas 78577
2) Contact Name: Greg Wendorf
3) Telephone Number: (956) 783-0036
4) Fax Number: (956) 787-8824

Name: Mid Valley Town Crier
1) Address: 401 South Iowa, Weslaco, Texas 78596
2) Contact Name: Robert Gonzalez
3) Telephone Number: (956) 497-3350
4) Fax Number: (956) 968-0855
5) E-Mail Address: mvtc89@aol.com

Name: El Periodico USA
1) Address: 801 E. Fir Avenue, McAllen, Texas 78501
2) Contact Name: Jose Luis Garza
3) Telephone Number: (956) 631-5628
4) Fax Number: (956) 631-0832

# PUBLIC INFORMATION NEEDS

## 1. Background

During emergency situations, it is important to provide the general public with adequate information on the situation as rapidly as possible to alleviate concerns and reduce the likelihood of panic or inappropriate actions. The news media are the primary means of disseminating such information by providing up-to-date information quickly to a wide audience. The information they provide reduces the time and manpower that local government would have to divert from response and recovery tasks to deal with (which could be an overwhelming number of inquiries from the public). Every effort should be made to cooperate with the news media in providing information and in recognition of the rights of the news media to perform their proper function.

## 2. Information Needs

The following types of information shall be provided to the public as soon as possible in as much detail as possible.

A. What Happened

1) Nature of incident or emergency
2) Location
3) Time of occurrence
4) Situation resolved or response on-going
5) Cause (Until an investigation has determined the cause with reasonable certainty, it is not advisable to speculate.)

B. Current Response Actions

What actions have been or are being taken to protect public health and safety and public and private property?

C. Known Damages

1) Homes
2) Businesses
3) Government buildings
4) Infrastructure – roads, bridges, parks, etc.

D. Casualties

1) Number dead and apparent cause
2) Number injured and nature/severity of injuries and where being treated
3) Number missing and circumstances
4) General identification of casualties – age, sex, situation (employee, homeowner, responder, etc.
5) Names of casualties – only released after next of kin have been notified

E. Evacuations

1) Areas and facilities evacuated
2) Approximate number of evacuees

F. Shelter & Mass Care

1) Shelters open – name and location
2) Approximate number of persons being housed in shelters
3) Mass feeding site or other mass care facilities in operation – name, location, and number of persons being served.

G. Status of Utilities

1) Electric service
2) Telephone system
3) Water system
4) Sewer system
5) Natural gas distribution

H. Road and Facility Closures

I. Organizations Responding

1) Local government
2) State agencies
3) Federal agencies
4) Volunteer groups

J. Means of contacting evacuees

K. Areas to which access is restricted and the reason(s) for such restriction

L. For ongoing emergency situations, planned response activities

M. In the recovery phase:

1) Disaster assistance programs available
2) How to apply for disaster assistance

**3. Collection and Dissemination of Information**

Information shall be collected and disseminated as soon as possible by the appropriate personnel. All incident related information must be approved by the IC prior to dissemination.

A. Where an Incident Command Post has been established and a qualified public information staff member is at the scene, that individual may provide information directly to the media if the EOC is not activated. If no qualified public information staff member is present at the scene, the Incident Commander or a member of his staff should pass situation information to the Public Information Officer for release to the media.

B. Where an Incident Command Post has been established and the EOC has been activated, information from the incident scene will normally be passed to the Public Information Officer at the EOC. The Public Information Officer will utilize reports from the scene and other available pertinent information to brief the media and prepare news advisories for release to the media.

C. The Shelter and Mass Care Officer is responsible for collecting information on shelter and mass care activities and providing that information to the PIO.

D. The Energy and Utilities representative in the EOC is responsible for obtaining information on the status of utilities and providing it to the PIO.

E. Law Enforcement and Public Works/Engineering are responsible for obtaining information on road closures and facility closures and providing it to the PIO.

F. The PIO is responsible for collection of information from the Incident Commander, the EOC staff, and other sources and agencies. The PIO staff is responsible for preparation of news releases, for the dissemination of information directly to the news media, and, where appropriate, for making arrangements for announcements directly to the public via radio and/or television hookups.

G. Hospitals are responsible for dissemination of information concerning casualties and deaths. They generally have policies restricting the release of detailed information without permission of patients or their families. This information that they choose to release will normally be disseminated directly to the news media. The PIO should request that the EOC be provided copies of any information released to the media.

## WORKING WITH THE MEDIA

**1. What to do when working with the media:**

A. Identify your spokesperson beforehand.

B. Have a number the media know to call when they need information.

C. Make certain the person answering the phones knows to whom to direct media calls.

D. Get all the information you can from those in charge before you talk with the media.

E. Write out the answers to these questions for **your** use:

1) What happened?
2) When did it happen?
3) Where did it happen?
4) Why did this happen?
5) Who's responsible, involved, injured?
6) How many were hurt or killed? What are their names/ages/addresses?
7) Can I shoot video/take photos? How close can I get?
8) Who can I talk to?
9) What is your agency doing about it?

**2. When you talk with the media:**

A. Tell the truth and if related to the incident, ensure the IC has approved the information.

B. Be courteous and don't play favorites.

C. Avoid "off the record" remarks.

D. Never say anything you would not want to see printed or broadcast.

E. Stay on top of the interview by listening to the reporter's questions.

F. Don't accept the reporter's definitions of what happened.

G. Pause, think; ask for more time if you need it.

H. Respond only to the question you've been asked. Don't speculate.

I. Stick to the core message

## MEDIA ACCESS & IDENTIFICATION

### 1. Media Access

In recognition of the public's right to know as much information as possible about a disaster, local response agencies will cooperate with legitimate news media representatives and provide equal access to information and, within the limits of safety and other response needs, access to incident scene to various news organizations. News media representatives are required to cooperate with response personnel as directed for safety and efficient operation.

A. The Incident Commander or his designated representative will allow media such access to the incident scene as is consistent with safety and does not disrupt critical operations.

B. The EMC, in coordination with the PIO, shall establish rules for media access to the EOC. When the EOC is activated, representatives of news media may be provided access to those areas of the EOC designated by the EMC. As a general rule, press briefings will not be conducted in the EOC because they can disrupt on-going EOC operations; briefings will normally be conducted in the press area of the EOC. Photo shoots and interviews may be conducted in the EOC, but these should be scheduled so as to minimize disruption.

C. Hospitals establish their own rules of access for news media representatives and these may vary for individual circumstances. For emergency situations where there have been substantial casualties, it may be desirable for hospitals to provide a pressroom or other designated area with access to telephones for the use of news media representatives.

D. When incident scenes are on private property, the property owner may establish and enforce policies with regard to access by the media and other persons who are not emergency responders.

### 2. Media Identification

Representatives of news media will be considered to have satisfactory identification if they have:

A. A media company identification card with photo that identifies them as a media representative, unless there is reason to believe that the identification is not genuine.

B. Texas Department of Public Safety Press identification card.

C. A press identification card issued by the County Public Information Office.

## LIST OF PRE-SCRIPTED EMERGENCY MESSAGES

The following pre-scripted emergency messages have been prepared and are included in Annex A, Warning:

1. Warning – General Incident
2. Warning – Road/Facility Closure
3. Warning – Shelter-in-Place
4. Special News Advisory – Pre-Evacuation
5. Warning – Urgent Evacuation
6. Warning – Deliberate Evacuation
7. Special News Advisory – Supplemental Evacuation Information
8. Special News Advisory – Schools & Public Facility Status

# PUBLIC INFORMATION CHECKLISTS

This appendix includes the following Emergency Public Information (PI) Checklists:

Tab A Pubic Information Checklist for Flooding

Tab B Public Information Checklist for Hazmat Incidents

Tab C Public Information Checklist for Hurricanes

## Public Information Checklist for Flooding

| ✓ | **Pre-Emergency Phase** |
|---|---|
| | 1. Conduct public education and distribute preparedness materials highlighting local flood risk areas, precautionary actions, and protective actions. |
| | 2. In coordination with the EMC, maintain a set of pre-scripted warning and public instructions messages ready for use. See Annex A to the Basic Plan. |
| | 3. Coordinate with school authorities/PIOs on policies/procedures for announcing school closures. |
| | 4. Review local Hazard Analysis and Annex E to EM Plan to identify potential flood risk areas and evacuation routes. |
| | 5. Coordinate with Animal Control, Animal Shelter, and other organizations to determine availability of facilities for evacuated pets and large animals. |
| | 6. Coordinate with PIOs from local response agencies and volunteer groups and develop an effective PIO-to-PIO communication system. |
| | |
| | |
| | **Readiness Phase** |
| | 1. Ensure PIO receives current information on flood watches & warnings. |
| | 2. Coordinate with the Shelter and Mass Care Officer to determine likely shelter sites. |
| | 3. Coordinate with Law Enforcement to determine planned/likely evacuation routes. |
| | 4. In coordination with the EMC, update precautionary action and evacuation message(s). See Annex A of EM Plan. |
| | 5. Develop maps of likely evacuation areas and evacuation routes that can be provided to the media. |
| | 6. Disseminate property protection and evacuation preparedness information to public through media. |
| | |
| | |
| | **Emergency Response Phase** |
| | 1. Provide evacuation area and evacuation route maps to media. |
| | 2. Release evacuation recommendation through warning system. |
| | 3. Release information on how transportation will be provided for those who lack it. |
| | 4. Release public instructions on securing property, evacuation routes, and what to take with you. |
| | 5. Release information to media on shelter and mass care facilities available. |
| | 6. Release information to media on where persons needing assistance should call. |
| | 7. Release special instructions for those evacuating pets. |
| | 8. Release information on curfews and travel restrictions in effect within evacuation areas. |
| | 9. Release information on disaster welfare inquiry procedures. |
| | 10. Advise the public not to return to the evacuation area until told to do so. |
| | 11. Inform media of emergency response actions and organizations participating. |
| | |
| | |

| ✓ | **Post-Emergency Phase** |
|---|---|
| | 1. Coordinate with Law Enforcement to obtain information on routes for return of evacuees and areas where reentry is restricted due to damage. |
| | 2. Coordinate with EMC to obtain and release damage assessments to media, updating as additional information becomes available. |
| | 3. Release information to media on return of evacuees and preferred reentry routes, if any. |
| | 4. Release information to media on access controls for damaged areas, if any. |
| | 5. Provide public information on safety precautions for entering damaged buildings and the need to document damage and contact insurance companies. |
| | 6. Release information on disaster relief/recovery programs and facilities. |
| | 7. Release information to media on termination of shelter operations |
| | 8. Release information on debris removal activities. |
| | 9. Release information on volunteer assistance for home cleanup and repair. |
| | |

Note: This public information checklist is designed for slowly developing floods. For a fast-breaking flood situation, it may not be feasible to conduct some of the readiness activities listed.

## Public Information Checklist for Hazmat Incidents

| ✓ | |
|---|---|
| | **Pre-Emergency Phase** |
| | 1. Review local Hazard Analysis and Annex E, to obtain information on potential Hazmat risk areas and evacuation routes. |
| | 2. Conduct public education and distribute preparedness materials highlighting local Hazmat risk areas, precautionary actions, and protective actions. |
| | 3. In coordination with the EMC, maintain a set of pre-scripted warning and public instructions messages ready for use. See Annex A. |
| | 4. Coordinate with school authorities, other PIOs, and local media on policies/procedures for announcing school closures or evacuations. |
| | 5. Coordinate with special facilities or special needs populations and local media on policies/ procedures for announcing closures or evacuations. |
| | 6. Coordinate with PIOs from local response agencies and volunteer groups and develop an effective PIO-to-PIO communication system. |
| | 7. Coordinate with local media to insure thorough understanding of Hazmat response operations and protective actions such as shelter-in-place and evacuation. |
| | 8. Disseminate evacuation preparedness information to the public. |
| | |
| | **Readiness Phase** |
| | 1. Insure PIO receives current information on potential Hazmat incidents. |
| | 2. Coordinate with the Shelter and Mass Care Officer to determine likely shelter sites. |
| | 3. Coordinate with Law Enforcement to determine planned/likely evacuation routes. |
| | 4. In coordination with the EMC, update precautionary action and evacuation message(s). See Annex A to the Basic Plan. |
| | 5. Develop maps of likely evacuation areas and evacuation routes that can be provided to the media. |
| | |
| | **Emergency Response Phase** |
| | 1. Provide information to the media and public about the incident to include information on the nature of the incident, the expected duration of the incident, instructions to the community on evacuation or shelter in place procedures, symptoms of contamination, and potential health-risks. |
| | 2. Disseminate property protection and evacuation preparedness information to public through the media. |
| | *3. Shelter in Place Actions* |
| | a. Release shelter in place recommendation through the media. |
| | b. Provide shelter in place instructions to the media. |
| | c. Provide maps of geographic area that will shelter in place. |

| | |
|---|---|
| | **Emergency Response Phase (Continued)** |
| | 4. *Evacuation Actions* |
| | a. Release evacuation recommendation through media. |
| | b. Provide evacuation area and evacuation route maps to media. |
| | c. Release information on how transportation will be provided for those who lack it. |
| | d. Release public instructions on securing property, property protection, and what to take with you. |
| | e. Release information to media on shelter and mass care facilities available. |
| | f. Release special instructions for those evacuating pets, and insure that you have the information on which shelters will accept pets or available sheltering facilities for animals. |
| | 5. *General Actions* |
| | a. Release information to media on where persons needing assistance should call. |
| | b. Release information on curfews and travel restrictions in effect within evacuation areas. |
| | c. Release information on disaster welfare inquiry procedures |
| | d. Advise the public not to return to the evacuation/shelter in place area until told to do so by the proper authorities. |
| | e. Inform media of emergency response actions and organizations participating. |
| | |
| | **Post-Emergency Phase** |
| | 1. Coordinate with law enforcement to obtain information on routes for return of evacuees and areas where reentry is restricted due to damage. |
| | 2. Coordinate with EMC to obtain and release damage/contamination assessments to media, and update them as additional information becomes available. |
| | 3. Release information to media on return of evacuees and preferred reentry routes, if any |
| | 4. Release information to media on access controls for damaged areas, if any. |
| | 5. Provide public information on safety precautions for entering damaged areas and the need to document damage and contact insurance companies. |
| | 6. Release information on disaster relief/recovery programs and facilities. |
| | 7. Release information on termination of shelter operations. |
| | 8. Release information on decontamination activities. |
| | 9. Release information on volunteer assistance. |
| | 10. Release information on clean-up/decontamination activities, if needed. |
| | 11. Keep public and media informed of long-term clean-up activities, potential long-term health effects, liability information, and future mitigation efforts. |
| | |

Note: As most Hazmat incidents occur without significant warning, it may not be feasible to conduct some of the activities listed in the Readiness Phase.

## Public Information Checklist for Hurricanes

| ✓ | **Pre-Emergency Phase** |
|---|---|
| | 1. Conduct public education and distribute preparedness materials highlighting local hurricane risk areas, precautionary actions, and protective actions. |
| | 2. In coordination with the EMC, maintain a set of pre-scripted warning and public instructions messages ready for use. See Annex A to the Basic Plan. |
| | 3. Coordinate with school authorities/PIOs on policies/procedures for announcing school closures. |
| | 4. Review local Hazard Analysis and Annex E to EM Plan, to identify potential hurricane risk areas and evacuation routes. |
| | 5. Disseminate information on the availability of facilities for evacuated pets and large animals. |
| | 6. Coordinate with PIOs from local response agencies and volunteer groups and develop an effective PIO-to-PIO communication system. |
| | 7. Disseminate information emphasizing the need for ride sharing during an evacuation. |
| | |
| | **Readiness Phase** |
| | 1. Ensure PIO receives current information on hurricane watches & warning. |
| | 2. Coordinate with the Shelter and Mass Care Officer to determine likely shelter sites that could be used during the recovery phase. |
| | 3. Coordinate with Law Enforcement to determine planned/likely evacuation routes. |
| | 4. In coordination with the EMC, update precautionary action and evacuation message(s). See Annex A to the Basic Plan. |
| | 5. Develop maps of likely evacuation areas and evacuation routes that can be provided to the media. |
| | 6. Disseminate property protection and evacuation preparedness information to public through media. |
| | 7. Disseminate information to special need facilities and those in mobile home/trailer parks recommending an early precautionary evacuation. |
| | |
| | **Emergency Response Phase** |
| | 1. Provide evacuation area and evacuation route maps to media. |
| | 2. Release evacuation recommendation through warning system. |
| | 3. Release information on how transportation will be provided for those who lack it. |
| | 4. Release public instructions on securing property, evacuation routes, and what to take with you. |
| | 5. Release information to media on shelter and mass care facilities available. |
| | 6. Release information to media on where persons needing assistance should call. |
| | 7. Release special instructions for those evacuating pets. |
| | 8. Release information on curfews and travel restrictions in effect within evacuation areas. |
| | 9. Release information on disaster welfare inquiry procedures. |
| | 10. Advise the public not to return to the evacuation area until told to do so. |
| | 11. Inform media of emergency response actions and organizations participating. |
| | 12. Release information on the availability of food service, gas stations, and medical facilities. |

| ✓ | **Post-Emergency Phase** |
|---|---|
| | 1. Coordinate with Law Enforcement to obtain information on routes for return of evacuees and areas where reentry is restricted due to damage. |
| | 2. Coordinate with EMC to obtain and release damage assessments to media, updating as additional information becomes available. |
| | 3. Release information to media on return of evacuees and preferred reentry routes, if any. |
| | 4. Release information to media on access controls for damaged areas, if any. |
| | 5. Provide public information on safety precautions for entering damaged buildings and the need to document damage and contact insurance companies. |
| | 6. Release information on disaster relief/recovery programs and facilities. |
| | 7. Release information to media on termination of shelter operations |
| | 8. Release information on debris removal activities. |
| | 9. Release information on where to obtain disaster mental health/crisis counseling services. |
| | 10. Release information on volunteer assistance for home cleanup and repair. |

# ANNEX M

# RESOURCE MANAGEMENT

Hidalgo County

_____

**Jurisdiction**

Ver 2.0
06/05

## APPROVAL & IMPLEMENTATION

# Annex M

# Resource Management

| | |
|---|---|
| Signature | Date |
| Signature | Date |

**NOTE:** The signature(s) will be based upon local administrative practices. Typically, the individual having primary responsibility for this emergency function signs the annex in the first signature block and the second signature block is used by the Emergency Management Coordinator, Mayor, or County Judge. Alternatively, each department head assigned tasks within the annex may sign the annex.

## RECORD OF CHANGES

## Annex M

## Resource Management

| Change # | Date of Change | Entered By | Date Entered |
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# ANNEX M

# RESOURCE MANAGEMENT

## I. AUTHORITY

See Basic Plan, Section I.

Texas Local Government Code Chapter 262.024

## II. PURPOSE

The purpose of this annex is to provide guidance and outline procedures for efficiently obtaining, managing, allocating, and monitoring the use of resources during emergency situations or when such situations appear imminent.

## III. EXPLANATION OF TERMS

### A. Acronyms

| | |
|---|---|
| DDC | Disaster District Committee |
| EMC | Emergency Management Coordinator |
| EOC | Emergency Operations or Operating Center |
| IC | Incident Commander |
| ICP | Incident Command Post |
| ICS | Incident Command System |
| NIMS | National Incident Management System |
| NRP | National Response Plan |
| SOPs | Standard Operating Procedures |

### B. Definitions

Multiagency Coordination Systems. Used in the support of incident management, this system combines facilities, equipment, personnel, procedures, and communications into a common framework. A multiagency coordination system can be used to develop consensus on priorities, resource allocation, and response strategies. Representatives from within the local government as well as external agencies and nongovernmental entities may work together to coordinate a jurisdiction's response.

## IV. SITUATION & ASSUMPTIONS

## A. Situation

1. As noted in the general situation statement in section IV.A of our Basic Plan, Hidalgo County is at risk from a number of hazards that could threaten public health and safety and private and public property and require the commitment of local resources to contain, control, or resolve.

2. Resource management planning during pre-disaster hazard mitigation activities is designed to lessen the effects of known hazards. During pre-disaster preparedness activities it is designed to enhance the local capability to respond to a disaster. Throughout an actual response to a disaster or during the post-disaster recovery process, resource management is essential to ensure smooth operations. Hence, we must have a resource management capability that is based on sound business practices that can function efficiently during emergency situations, and comply with the framework set forth by the National Incident Management System (NIMS) as well as including certain reporting and coordinating requirements contained in the National Response Plan (NRP).

3. Effective resource management is required in all types of emergency situations – from incidents handled by one or two emergency services working under the direction of an IC, to emergencies that require a response by multiple services and external assistance, to catastrophic incidents that require extensive resource assistance from the state and/or federal government for recovery.

4. For some emergency situations, available local emergency resources will be insufficient for the tasks that may have to be performed. Therefore, other local resources may have to be diverted from their day-to-day usage to emergency response. Additionally, we may have to request resources from other jurisdictions or the state and it may be necessary to rent or lease additional equipment and purchase supplies in an expedient manner.

5. In responding to major emergencies and disasters, the County Judge may issue a disaster declaration pursuant to Chapter 418 of the Government Code and the Executive Order of the Governor Relating to Emergency Management and invoke certain emergency powers to protect public health and safety and preserve property.

    a. When a disaster declaration has been issued, the County Judge may use all available local government resources to respond to the disaster and temporarily suspend statutes and rules, including those relating to purchasing and contracting, if compliance would hinder or delay actions necessary to cope with the disaster. See Annex U, Legal, for additional information regarding the emergency powers of government. The county attorney should provide advice regarding the legality of any proposed suspension of statutes or rules. When normal purchasing and contracting rules are suspended, it is incumbent on the County Purchasing Officer to formulate and advise government employees of the rules that are in effect for emergency purchasing and contracting.

    b. When a disaster declaration has been issued, the County Judge may commandeer public or private property, if necessary, to cope with a disaster, subject to compensation. This procedure should be used as a last resort and only after obtaining the advice of the County Attorney.

## B. Assumptions

1. Much of the equipment and many of the supplies required for emergency operations will come from inventories on hand.

2. Additional supplies and equipment required for emergency operations will generally be available from normal sources of supply. However, some of our established vendors may not be able to provide needed materials on an emergency basis or may become victims of the emergency situation. Hence, standby sources should be identified in advance and provisions should be made for arranging alternative sources of supply on an urgent need basis.

3. Some of the equipment and supplies needed during emergency operations are not used on a day-to-day basis or stockpiled locally and may have to be obtained through emergency purchases.

4. Inter-local agreements will be invoked and resources made available when requested.

5. Some businesses and individuals that are not normal suppliers will be willing to rent, lease, or sell needed equipment and supplies during emergency situations.

6. Some businesses may provide equipment, supplies, manpower, or services at no cost during emergency situations. Developing agreements between local government and the businesses in advance can make it easier to obtain such support during emergencies.

7. Some community groups and individuals may provide equipment, supplies, manpower, and services during emergency situations.

8. Volunteer groups active in disaster will provide such emergency services as shelter management and mass feeding when requested to do so by local officials.

9. Donated goods and services can be a valuable source of resources.

# V. CONCEPT OF OPERATIONS

## A. Guidelines

1. Our resource management, in accordance with the NIMS, involves the application of tools, processes, and systems that allow for efficient and suitable resource allocations during an incident. Resources include personnel and facilities as well as equipment and supplies. In order to facilitate resource management, coordination activities will take place in the EOC.

2. When necessary, a Multi-agency Coordination System will be organized. Multi-agency coordination is important for the establishment of priorities, allocating critical resources, developing strategies for response, information sharing, and facilitating communication.

3. As established in the NIMS, resource management is based on four guiding principles:

a. The establishment of a uniform method of identifying, acquiring, allocating, and tracking resources
b. The classification of kinds and types of resources required to support incident management
c. The use of a credentialing system linked to uniform training and certification standards
d. The incorporation of resources from non-traditional sources, such as the private sector and nongovernmental organizations.

4. It is the responsibility of local government to protect the lives and property of its citizens and to relieve suffering and hardship. We will commit our available resources to do so. In the event of resource shortfalls during emergency situations, the senior officials managing emergency operations are responsible for establishing priorities for the use of available resources and identifying the need for additional resources.

5. As a basis for employing our resources to their greatest capacity during emergency situations, we will develop and maintain a current inventory of our dedicated emergency resources and other resources that may be needed during emergency operations. All of our resources listed in the Texas Regional Response Network (TRRN) pursuant to NIMS, are classified by kinds and types. Our complete list of our resources is extensive and updated frequently, making it impractical to include as part of this Annex. A computerized resource database for each jurisdiction is kept at the EMC's Office.

6. In the event that all local resources have been committed and are insufficient, assistance will be sought from surrounding jurisdictions with which inter-local agreements have been established. Effective cross-jurisdictional coordination using processes and systems described in the NIMS is absolutely critical in the establishment of such agreements. Assistance will also be sought from volunteer groups and individuals. Where possible, we will execute agreements in advance with those groups and individuals for use of their resources.

7. Some of the resources needed for emergency operations may be available only from businesses. Hence, we have established emergency purchasing and contracting procedures.

8. Certain emergency supplies and equipment, such as drinking water and portable toilets, may be needed immediately in the aftermath of an emergency. The Resource Manager shall maintain a list of local and nearby suppliers for these essential needs items. See Appendix 1 to this annex.

9. Although many non-emergency resources can be diverted to emergency use, certain personnel, equipment, and supplies may be required to continue essential community support functions, such a medical care and fire protection.

10. It is important to maintain detailed records of resources expended in support of emergency operations:

    a. As a basis for future department/agency program and budget planning.

b. To document costs incurred that may be recoverable from the party responsible for an emergency incident, insurers, or from the state or federal government.

## B. Management Operations

1. The IC is responsible for managing emergency resources at the incident site and shall be assisted by a staff commensurate with the tasks to be performed and resources committed to the operation. The ICS structure includes a Logistics Section, which is responsible for obtaining and maintaining personnel, facilities, equipment, and supplies committed to the emergency operation. The IC will determine the need to establish a Logistics Section. This decision is usually based on the size and anticipated duration of the incident and the complexity of support.

2. If the EOC is activated, the Incident Commander shall continue to manage emergency resources committed at the incident site. The Resource Manager in the EOC shall monitor the state of all resources, manage uncommitted resources, and coordinate with the Incident Commander to determine requirements for additional resources at the incident site. Departments and agencies involved in emergency operations that require additional resources should use the Emergency Resource Request Message form (ICS-213RR) in Appendix 2 to communicate their requirements to the resource management staff.

3. If additional resources are required, the Resource Manager may:

   a. Activate and direct deployment of additional local resources to the incident site.
   b. Request mutual aid assistance.
   c. Purchase, rent, or lease supplies and equipment.
   d. Obtain donated resources from businesses, individuals, or volunteer groups.
   e. Contract for necessary services to support emergency operations.
   f. Commit such resources to the IC to manage.

4. If the resources above are inadequate or inappropriate for the tasks to be performed, the Resource Manager shall make a request for state resource assistance for approval by the County Judge to be forwarded to the DDC.

5. The Resource Manager should be among those initially notified of any large-scale emergency. When warning is available, key suppliers of emergency equipment and supplies should be notified that short notice orders may be forthcoming.

6. The Resource Manager shall consult with the County Attorney to determine potential liabilities before accepting offers of donations of supplies, equipment, or services or committing manpower from individual or volunteer groups to emergency operations.

## C. Activities by Phases of Emergency Management

1. Mitigation

   a. Review the local hazard analysis and, to the extent possible, determine the emergency resources needed to deal with anticipated hazards and identify shortfalls in personnel, equipment, and supplies.

b. Enhance emergency capabilities by acquiring staff, equipment, and supplies to reduce shortfalls and executing inter-local agreements to obtain access to external resources during emergencies.

2. Preparedness

   a. Establish and train an emergency resource management staff. Staff members should be trained to perform resource management in an incident command operation or in the EOC.

   b. Maintain a complete resource inventory list, located and on status boards/the Resource Management computer in the EOC. This resource inventory should include resources not normally used in day-to-day incident response that may be needed during emergencies and disasters.

   c. Establish rules and regulations for obtaining resources during emergencies, including emergency purchasing and contracting procedures.

   d. Maintain the list of local and nearby suppliers of immediate needs resources; see Appendix 1.

   e. Ensure Hidalgo County emergency call-out rosters include the Hidalgo County Resource Manager, who should maintain current telephone numbers and addresses for sources of emergency resources.

   f. Ensure that after-hours contact numbers are obtained for those companies, individuals, and groups who supply equipment and supplies that may be needed during emergency operations and that those suppliers are prepared to respond to on short notice during other than normal business hours.

3. Response

   a. Advise the Hidalgo County Judge and emergency services staff on resource requirements and logistics related to response activities.

   b. Coordinate and use all available resources during an emergency or disaster; request additional resources if local resources are insufficient or inappropriate.

   c. For major emergencies and disaster, identify potential resource staging areas.

   d. Coordinate emergency resource needs with local departments, nearby businesses, industry, volunteer groups, and, where appropriate, with state and federal resource suppliers.

   e. Coordinate resources to support emergency responders and distribute aid to disaster victims.

   f. Maintain records of equipment, supply, and personnel costs incurred during the emergency response.

4. Recovery

   a. In coordination with department/agency heads, determine loss or damage to equipment, supplies consumed, labor utilized, equipment rental or lease costs, and costs of contract services to develop estimates of expenses incurred in response and recovery operations.

   b. In coordination with department/agency heads, determine repairs, extraordinary maintenance, and supply replenishment needed as a result of emergency operations and estimate costs of those efforts.

   c. Maintain records of the personnel, equipment, supply, and contract costs incurred during the recovery effort as a basis for recovering expenses from the responsible party, insurers, or the state or federal government.

## VI. ORGANIZATION & ASSIGNMENT OF RESPONSIBILITIES

### A. General.

1. The function of resource management during emergency situations shall be carried out in the framework of our normal emergency organization described in Section VI.A of the Basic Plan. Preplanning for resource management operations shall be conducted to ensure that staff and procedures needed to manage resources in an emergency situation are in place.

2. The Emergency Management Coordinator shall serve as the Resource Manager and will be responsible for planning, organizing, and carrying out resource management activities during emergencies. The Resource Manager will be assisted by a temporary staff, described below, assembled from those departments and agencies with the required skills and experience.

3. During an emergency or disaster, the Resource Manager will fulfill requests for additional personnel, equipment, and supplies received from emergency response elements, identify resources to satisfy such requirements, coordinate external resource assistance, and serve as the primary point of contact for external resources made available to the Hidalgo County.

### B. Task Assignments

1. The Hidalgo County Judge:

   a. Will administer the rules and regulations regarding resource management during emergency situations established by the local governing body.

b. May provide general guidance on resource management and establish priorities for use of resources during emergency situations.

c. May issue a local disaster declaration, if the situation warrants, and use available public resources to respond to emergency situations. Furthermore, he or she may, under certain circumstances, commandeer private property, subject to compensation requirements, to respond to such situations. Issuance of a local disaster declaration is advisable if an emergency situation has resulted in substantial damage to private or public property and state or federal assistance will be needed to recover from the incident. See Annex J, Recovery, and Annex U, Legal, regarding disaster declarations.

d. May request assistance from the State through the DDC if local resources are insufficient to deal with the emergency situation. Cities must first request assistance from their county before requesting assistance from their DDC.

2. The IC will:

a. Manage resources committed to an incident site.

b. Monitor the status of available resources and request additional resources through the Logistics Section at the ICP.

3. The Emergency Management Coordinator will:

a. Advise elected officials and department heads regarding resource management needs and the priorities for meeting them.

b. Maintain the Hidalgo County resource inventory list.

c. Provide qualified staff at the ICP and the EOC to track the status of resources -- those committed, available, or out-of-service.

d. Maintain a list of suppliers for emergency resource needs (see Appendix 1). Identify sources for additional resources from public and private entities and coordinate the use of such resources.

e. Determine the need for, identify, and operate facilities for resource staging and temporary storage of equipment and supplies, to include donated goods.

f. Monitor potential resource shortages and establish controls on use of critical supplies.

g. Organize and train staff to carry out the Logistics function at the ICP and the Resource Management function at the EOC.

4. The Emergency Management Coordinator or a designated Supply & Distribution Coordinator will:

a. Determine the most appropriate means for satisfying resource requests.

b. Locate needed resources using resource and supplier lists and obtain needed goods and services.

c. Coordinate with the Donations Coordinator regarding the need for donated goods and services (see Annex T, Donations Management).

d. Coordinate resource transportation requirements with the Transportation Officer (See Annex S, Transportation).

e. Direct and supervise the activities of the Supply and Distribution Officers.

5. The Distribution Officer will:

a. Arrange delivery of resources, to include settling terms for transportation, specifying delivery location, and providing point of contact information to shippers.

b. Advise the Supply and Distribution Coordinator when the jurisdiction must provide transportation in order to obtain a needed resource.

c. Oversee physical distribution of resources, to include material handling.

d. Ensure temporary storage facilities or staging areas are arranged and activated as directed.

e. Track the location and status of resources.

6. The Supply Officer will:

a. Identify sources of supply for and obtain needed supplies, equipment, labor, and services.

b. Rent, lease, borrow, or obtain donations of resources not available through normal supply channels.

c. Keep the Distribution & Supply Coordinator informed of action taken on requests for supplies, equipment, or personnel.

d. Request transportation from and keep the Distribution Officer informed of expected movement of resources, along with any priority designation for the resources.

7. The Hidalgo County Financial Officer shall:

a. Oversee the financial aspects of meeting resource requests, including record keeping, budgeting for procurement and transportation, and facilitating cash donations to the jurisdiction (if necessary and as permitted by the laws of the jurisdiction).

b. Advise county officials and department heads on record keeping requirements and other documentation necessary for fiscal accountability.

8. The County Attorney shall:

   a. Advise the resource management staff regarding procurement contracts and questions of administrative law.

   b. Review and advise county officials on possible liabilities arising from resource management operations during emergencies.

   c. Monitor reports of overcharging/price gouging for emergency supplies and equipment and repair materials and refer such reports to the Office of the Attorney General.

9. All departments and agencies will coordinate emergency resource requirements that cannot be satisfied through normal sources of supply with the Resource Management staff.

## VII. DIRECTION & CONTROL

### A. General.

1. The County Judge shall, pursuant to NIMS, provide general guidance on the management of resources during emergencies and shall be responsible for approving any request for state or federal resources.

2. The Resource Manager may provide advice regarding resource management to the County Judge, Commissioner's Court, the IC and other officials during emergencies.

3. The IC will manage personnel, equipment, and supply resources committed to an incident, establishing a Logistics Section if necessary. If the EOC has not been activated, the IC may request additional resources from local departments and agencies and may request those local officials authorized to activate inter-local agreements or emergency response contracts to do so to obtain additional resources.

4. When the EOC is activated, the Resource Manager will manage overall resource management activities from the EOC. The IC shall manage resources committed to the incident site and coordinate through the Resource Manager to obtain additional resources. The Resource Manager shall manage resources not committed to the incident site and coordinate the provision of additional resources from external sources.

5. The Resource Manager will identify public and private sources from which needed resources can be obtained during an emergency situation, and originate emergency procurements or take action to obtain such resources by leasing, renting, borrowing, or other means.

6. The Resource Manager will direct the activities of those individuals assigned resource management duties in the EOC during emergency operations. Normal supervisors will exercise their usual supervisory responsibilities over such personnel.

**B. Line of Succession**. The line of succession for the Resource Manager is:

1. Resource Manager
2. Director of Hidalgo County Risk Management
3. Director of Hidalgo County Health Department

## VIII. READINESS LEVELS

### A. Readiness Level 4 – Normal Conditions

See the mitigation and preparedness activities in paragraphs V.C.1 and V.C.2 above.

### B. Readiness Level 3 - Increased Readiness

1. Review the potential emergency situation, determine resource management staff availability, and review emergency tasks assigned in the emergency management plan and this annex.

2. Designate resource management personnel on call for emergency duty.

3. Update local resource inventory.

### C. Readiness Level 2 – High Readiness

1. The Resource Manager will review resource request procedures and any known resources limitations pertinent to the potential hazard facing the local area with county officials and the EOC staff.

2. The Resource Manager will brief assigned staff on the potential emergency situation and plans to deal with it should it occur and ensure that on-call staff members are available by telephone and ready to report to duty if called.

3. In coordination with the EMC and department heads, determine potential resource needs based on the potential threat.

4. Contact suppliers to advise them of threat and possible needs.

5. Consider relocation or other means of protecting resources at risk.

### D. Readiness Level 1 – Maximum Readiness

1. Designated resource management personnel will proceed to the ICP or to the EOC if requested.

2. Implement protective actions for resources.

## IX. ADMINISTRATION & SUPPORT

**A. Maintenance of Records**. All records generated during an emergency will be collected and maintained in an orderly manner so a record of actions taken is preserved for use in determining response costs, settling claims, and updating emergency plans and procedures.

**B. Preservation of Records**. Vital resource management records should be protected from the effects of disaster to the maximum extent feasible. Should records be damaged during an emergency situation, professional assistance in preserving and restoring those records should be obtained as soon as possible.

**C. Training**. Individuals who will be performing resource management duties in the EOC or at the incident command post shall receive training on their required duties and the operating procedures for those facilities.

**D. Resource Data**

1. The Resource Manager shall keep current the list of available emergency resources in Appendix 3 or the computerized resource database maintained in the EMC's Office.

2. The Resource Manager shall keep current information on the sources of essential disaster supplies in Appendix 1 and the computerized supplier list maintained in the EMC's Office.

**E. Support.** The Resource Manager is responsible for coordinating standby agreements for emergency use of resources with businesses, industry, individuals, and volunteer groups. The County Attorney shall be consulted regarding such agreements and approve them.

## X. DEVELOPMENT & MAINTENANCE

**A.** The County EMC, who serves as the Resource Manager, is responsible for developing and maintaining this annex.

**B.** This annex will be reviewed annually and updated in accordance with the schedule outlined in Section X of the Basic Plan.

## XI. REFERENCES

Texas Local Government Code, Chapter 203 (Management and Preservation of Records)

**APPENDICES**

Appendix 1 .....Essential Disaster Supplies

Appendix 2…….Emergency Resource Request

Appendix 3……..Resource Inventory

# ESSENTIAL DISASTER SUPPLIES

## 1. Planning Factors

a. Drinking Water

1) The planning factor for drinking water is 3 gallons per person per day.
2) Emergency drinking water is usually provided in the form of bottled water. Bottled water is available from a variety of sources already palletized and ready to ship.
3) People sometimes request that water tankers be emplaced in specific areas as fill-it-yourself water stations. This arrangement is often undesirable because potable water tankers are generally in short supply, a distribution system of piping and faucets must be fabricated, and such facilities usually have to be staffed.

b. Ice

1) Ice is needed to preserve food and medicines.
2) The planning factor for ice is one 8 to 10 pound bag per person per day.
3) Bagged ice is available from a number of distributors. When arranging for ice, keep in mind that ice is obviously perishable and you will probably need to retain the refrigerated delivery truck to preserve the product while it is being distributed.

c. Portable Toilets

1) The general planning factor is 8 to 10 toilets per hundred people. In areas where people are well dispersed, additional toilets may be needed to keep the walk to sanitary facilities reasonable.
2) In requesting portable toilets, ensure that the contract for providing the toilets includes the requirement to service them on a regular basis. A local or nearby firm that has existing arrangements for waste disposal is often preferable.
3) Portable toilets should be sited at least 100 feet for any water source or cooking facility. To prevent disease, it is desirable to have hand-washing facilities in the vicinity of toilets.

d. Food

1) Shelter and mass care facilities and mobile feeding units generally aim to provide at least two, and preferably three, simple meals per day – cereal, sandwiches, and soup. When requesting feeding service, provide not only an estimate of the number of people that need to be fed, but also indicate the number of those who are infants and children 1 to 3 years of age so that suitable food can be provided.
2) It may be possible to obtain packaged non-perishable meals for disaster victims who remain in their homes and cannot easily be served by fixed or mobile feeding facilities. A good estimate of the number of people who must be fed and for how long is vital in requesting such meals.

e. Plastic Sheeting & Tarps

1) Plastic sheeting and tarps are used to protect damaged structures from further damage by foul weather.

2) The planning factor for plastic sheeting is 1100 square feet per home. That amount covers half the roof of a typical 1800 square foot house.
3) For plastic sheeting: 4 or 5 mil thickness, 8+ feet wide – the wider the better.
4) For tarps: inexpensive polyethylene tarps are readily available. Tarps should have grommets.
5) Rope can be used to install tarps that have grommets. Furring strips are usually needed to keep plastic sheeting on roofs and walls and may also be used with tarps.

f. Sandbags

1) Sandbags may be used to protect structures from rising water.
2) Sandbags are available in quantity from a number of commercial distributors.
3) If you plan to use a substantial quantity of sandbags, a sandbag-filling machine can expedite filling. These machines are available from a variety of commercial vendors; sandbag distributors may be able to provide such machines or contact information for those who do.

## 2. Suppliers of Essential Disaster Supplies

| Item | Local Supplier | Nearby Supplier |
|---|---|---|
| Bottled Water | Wal-Mart<br>HEB | Wal-Mart<br>HEB |
| Ice | Wal-Mart<br>HEB | Wal-Mart<br>HEB |
| Portable Toilets | A Clean Portable<br>Big John Portable Toilet<br>Rent-A-Can | A Clean Portable |
| Packaged Meals | Wal-Mart<br>HEB | Wal-Mart<br>HEB |
| Plastic Sheeting & Tarps | Wal-Mart<br>HEB<br>Lowes<br>Home Depot | Wal-Mart<br>HEB<br>Lowes<br>Home Depot |
| Sandbags | Kenneth Fox Supply<br>Gulf Coast Bagging Company<br>The Sandbagger Corp.<br>Eagle Bag Corp | |

**RESOURCE REQUEST MESSAGE ICS-213RR TX**
**Fax to # ( )** **Note to Requestor:** fill in all shaded areas for expedited service

| INCIDENT NAME: | DATE & TIME: | FORM REQUEST #: |
|---|---|---|
| COUNTY / MOC TRACKING #: | CITY / HOSPITAL TRACKING #: | DDC TRACKING #: |

**REQUESTOR**

**ORDER NOTES:** Use additional forms when requesting different resource sources of supply

| Qty. | Item† | Unit†† | Detailed Item Description (kind, type, vital characteristics, brand, spec, size, etc.) BE DESCRIPTIVE | Cost (if known) | Demob Item? ††† |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

† Item Name †† Unit of Measure: (case, ea, pallet, etc) ††† Demob: Will the item need to be included in Demobilization?

| | | | | |
|---|---|---|---|---|
| *Purpose for Request (REQUIRED): | | | | |
| *Point of Contact Name: | *Point of Contact Telephone #: | *Facility Name: | | |
| *Physical Address: | *City: | *County: | *State: | *Zip |
| *Requested by (Name & Position): | *Requestor Telephone #: | *Requestor E-Mail: | | *Priority: |

| | | |
|---|---|---|
| Supervisor Signature/ Approval: | X | Date: / Time: |
| Supervisor Notes: | | |
| Section Chief Signature/ Approval: | X | Date: / Time: |
| Section Chief Notes: | | |

**Request filled by:** ☐ Local ☐ MACC/MOC ☐ PHR ☐ DDC ☐ SOC

**Route to:** ☐ Logs ☐ Finance ☐ Requestor ☐ Documentation

**Additional Notes/ Details:**

Requestor fills out items in yellow and keeps copy; each branch or section fills out their listed portion and keeps copy. This document, when used in conjunction with a unique WebEOC user account, can be considered an electronically signed copy.

ICS-213RR TX (04/10) *Required TWIRP BOARD v2.6

**RESOURCE INVENTORY**

Regional resources will be loaded in the Texas Regional Resource Network (TRRN) database. Electronic listing of Regional resources on file at EMC office.

# ANNEX N

# DIRECTION
# &
# CONTROL

# Hidalgo County

**Jurisdiction**

# APPROVAL & IMPLEMENTATION

## Annex N

## Direction & Control

Signature _____ Date _____

Signature _____ Date _____

**NOTE:** The signature(s) will be based upon local administrative practices. Typically, the first signature block is used by the individual having primary responsibility for this emergency function and the second signature block is used by the Emergency Management Director or the Emergency Management Coordinator. Alternatively, each department head assigned tasks within the annex may sign the annex.

# ANNEX N

# DIRECTION AND CONTROL

## I. AUTHORITY

Refer to Section I of the Basic Plan for general authorities.

## II. PURPOSE

The purpose of this annex is to define the organization, operational concepts, responsibilities, and procedures necessary to accomplish direction and control for this jurisdiction. This annex describes our concept of operations and organization for direction and control of such operations and assigns responsibilities for tasks that must be carried out to perform the direction and control function.

## III. EXPLANATION OF TERMS

| | |
|---|---|
| DDC | Disaster District Committee |
| DHS | U.S. Department of Homeland Security |
| DPS | Department of Public Safety |
| DSHS | Department of State Health Services |
| EMC | Emergency Management Coordinator |
| EOC | Emergency Operations Center |
| FEMA | Federal Emergency Management Agency |
| GDEM | Governor's Division of Emergency Management |
| IC | Incident Commander |
| ICP | Incident Command Post |
| ICS | Incident Command System |
| NIMS | National Incident Management System |
| NRP | National Response Plan |
| SOP | Standard Operating Procedures |
| TLETS | Texas Law Enforcement Telecommunications System |

## IV. SITUATION & ASSUMPTIONS

### A. Situation

1. Our community is vulnerable to many hazards, which threaten public health and safety and public or private property. See the general situation statement and hazard summary in Section IV.A of the Basic Plan.

2. Our direction and control organization must be able to activate quickly at any time day or night, operate around the clock, and deal effectively with emergency situations that may

begin with a single response discipline and could expand to multidiscipline requiring effective cross-jurisdictional coordination. These emergency situations include:

a. Incident. An incident is a situation that is limited in scope and potential effects. Characteristics of an incident include:

   1) Involves a limited area and/or limited population.
   2) Evacuation or in-place sheltering is typically limited to the immediate area of the incident.
   3) Warning and public instructions are provided in the immediate area of the incident, not community-wide.
   4) Typically resolved by one or two local response agencies or departments acting under an incident commander.
   5) Requests for resource support are normally handled through agency and/or departmental channels.
   6) May require limited external assistance from other local response agencies or contractors.
   7) For the purpose of the NRP, incidents include the full range of occurrences that require an emergency response to protect life or property.

b. Emergency. An emergency is a situation larger in scope and more severe in terms of actual or potential effects than an incident. Characteristics include:

   1) Involves a large area, significant population, or important facilities.
   2) May require implementation of large-scale evacuation or in-place sheltering and implementation of temporary shelter and mass care operations.
   3) May require community-wide warning and public instructions.
   4) Requires a sizable multi-agency response operating under an Incident Commander. The EOC may be activated.
   5) May require some external assistance from other local response agencies, contractors, and limited assistance from state or federal agencies.
   6) For the purposes of the NRP, an emergency (as defined by the Stafford Act) is "any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of catastrophe in any part of the United States."

c. Disaster. A disaster involves the occurrence or threat of significant casualties and/or widespread property damage that is beyond the capability of the local government to handle with its organic resources. Characteristics include:

   1) Involves a large area, a sizable population, and/or important facilities.
   2) May require implementation of large-scale evacuation or in-place sheltering and implementation of temporary shelter and mass care operations.
   3) Requires community-wide warning and public instructions.
   4) Requires a response by most or all local response agencies. The EOC and one or more incident command posts (ICP) may be activated.
   5) Requires significant external assistance from other local response agencies, contractors, and extensive state or federal assistance.
   6) For the purposes of the NRP, a *major disaster* (as defined by the Stafford Act) is any catastrophe, regardless of the cause, which in the determination of the

President causes damage of sufficient severity and magnitude to warrant major disaster federal assistance.

d. Catastrophic Incident. For the purposes of the NRP, this term is used to describe any natural or manmade occurrence that results in extraordinary levels of mass casualties, property damage, or disruptions that severely affect the population, infrastructure, environment, economy, national morale, and/or government functions. An occurrence of this magnitude would result in sustained national impacts over prolonged periods of time, and would immediately overwhelm local and state capabilities.

## B. Assumptions

1. Many emergency situations occur with little or no warning. If warning is available, alerting the public, recommending suitable protective actions, taking preventative measures, and increasing the readiness of and deploying emergency response forces may lessen the impact of some emergency situations.

2. We will use our own resources to respond to emergency situations and, if needed, request external assistance from other jurisdictions pursuant to mutual aid agreements or from the State. Since it takes time to summon external assistance, it is essential for us to be prepared to carry out the initial emergency response on an independent basis.

3. Emergency operations will be directed by local officials, except where state or federal law provides that a state or federal agency must or may take charge or where local responders lack the necessary expertise and equipment to cope with the incident and agree to permit those with the expertise and resources to take charge.

4. Effective direction and control requires suitable facilities, equipment, procedures, and trained personnel. Direction and control function facilities will be activated and staffed on a graduated basis as needed to respond to the needs of specific situations.

5. Our county has adopted the National Incident Management System (NIMS) and we have implemented all of the NIMS procedures and protocols, which will allow us to effectively work with our mutual aid partners, and state and federal agencies during any type if incident response.

# V. CONCEPT OF OPERATIONS

## A. General

1. Our direction and control structure for emergency operations is pursuant to the NIMS, which employs two levels of incident management structures.

   a. The Incident Command System (ICS) includes a core set of concepts, principles, and terminology applicable to single or multiple incidents regardless of their scope.

b. Multiagency Coordination Systems integrate a combination of facilities, equipment, personnel, procedures, and communications into a common framework, which allows for the coordination and support of incident management.

2. An Incident Commander (IC) using response resources from one or two departments or agencies, will normally handle emergency situations classified as incidents. The EOC will generally not be activated.

3. During major emergencies, disasters, or catastrophic incidents, a Multiagency Coordination System may be advisable. Central to this System is the Emergency Operations Center (EOC), which is the nucleus of all coordination of information and resources. The Incident Commander will manage and direct the on-scene response from the ICP. The EOC will mobilize and deploy resources for use by the Incident Commander, coordinate external resource and technical support, research problems, provide information to senior managers, disseminate emergency public information, and perform other tasks to support on-scene operations.

4. For some types of emergency situations, the EOC may be activated without activating an incident command operation. Such situations may include:

   a. When a threat of hazardous conditions exists but those conditions have not yet impacted the local area. The EOC may accomplish initial response actions, such as mobilizing personnel and equipment and issuing precautionary warning to the public. When the hazard impacts, an ICP may be established, and direction and control of the response transitioned to the Incident Commander.

   b. When the emergency situation does not have a specific impact site, but rather affects a wide portion of the local area, such as an ice storm.

5. For operational flexibility, both ICS and EOC operations may be sized according to the anticipated needs of the situation. The structure of ICS is specifically intended to provide a capability to expand and contract with the magnitude of the emergency situation and the resources committed to it. The EOC may also be activated on a graduated basis.

## B. Incident Command Operations

1. The first local emergency responder to arrive at the scene of an emergency situation will serve as the Incident Commander until relieved by a more senior or more qualified individual. The Incident Commander will establish an ICP, provide an assessment of the situation to local officials, identify response resources required, and direct the on-scene response from the ICP.

2. The Incident Commander is responsible for carrying out the ICS function of command – making operational decisions to manage the incident. The four other major management activities that form the basis of ICS are operations, planning, logistics, and finance/administration. For small-scale incidents, the Incident Commander and one or two individuals may perform all of these functions. For more serious emergency situations, individuals from various local departments or agencies or from external response organizations may be assigned to separate ICS staff sections charged with

those functions. For these serious emergency situations, it is generally desirable to transition to a Unified Command.

3. If the EOC has been activated, the Incident Commander shall provide periodic situation updates to the EOC.

4. In emergency situations where other jurisdictions or state or federal agencies are providing significant response resources or technical assistance, it is generally desirable to transition from the normal ICS structure to a Unified Area Command structure. This arrangement helps to ensure that all participating agencies are involved in developing objectives and strategies to deal with the emergency.

## C. EOC Operations

1. The EOC may be activated to monitor a potential emergency situation or to respond to or recover from an emergency situation that is occurring or has occurred. The EOC will be activated at a level necessary to carry out the tasks that must be performed. The level of activation may range from a situation monitoring operation with minimal staff; to a limited activation involving selected departmental representatives, to a full activation involving all departments, agencies, volunteer organizations, and liaison personnel.

2. The principal functions of the EOC are to:

   a. Monitor potential threats.

   b. Support on-scene response operations.

   c. Receive, compile, and display data on the emergency situation and resource status and commitments as a basis for planning.

   d. Analyze problems and formulate options for solving them.

   e. Coordinate among local agencies and between the county and state and federal agencies, if required.

   f. Develop and disseminate warnings and emergency public information.

   g. Prepare and disseminate periodic reports.

   h. Coordinate damage assessments activities and assess the health, public safety, local facilities, and the local economy.

   i. Request external assistance from other jurisdictions, volunteer organizations, businesses, or from the State.

## D. ICS - EOC INTERFACE

1. When both an ICP and the EOC have been activated, it is essential to establish a division of responsibilities between the ICP and the EOC. A general division of responsibilities is outlined below. It is essential that a precise division of responsibilities be determined for specific emergency operations.

2. The IC is generally responsible for field operations, including:

   a. Isolating the scene.

   b. Directing and controlling the on-scene response to the emergency situation and managing the emergency resources committed there.

   c. Warning the population in the area of the incident and providing emergency instructions to them.

   d. Determining and implementing protective measures (evacuation or in-place sheltering) for the population in the immediate area of the incident and for emergency responders at the scene.

   e. Implementing traffic control arrangements in and around the incident scene.

   f. Requesting additional resources from the EOC.

   g. Keeping the EOC informed of the current situation at the incident site.

3. The EOC is generally responsible for:

   a. Mobilizing and deploying resources to be employed by the IC.

   b. Issuing community-wide warning.

   c. Issuing instructions and providing information to the general public.

   d. Organizing and implementing large-scale evacuation and coordinating traffic control for such operations.

   e. Organizing and implementing shelter and mass care arrangements for evacuees.

   f. Requesting assistance from the State and other external sources.

4. Transition of Responsibilities

   Provisions must be made for an orderly transition of responsibilities between the ICP and the EOC.

   a. From EOC to the ICP. In some situations the EOC may be operating to monitor a potential hazard and manage certain preparedness activities prior to establishment of an ICP. When an ICP is activated under these circumstances, it is essential that the IC receive a detailed initial situation update from the EOC and be advised of any operational activities that are already in progress, resources available, and resources already committed.

   b. From the ICP to the EOC. When an incident command operation is concluded and the EOC continues to operate to manage residual response and recovery activities, it

is essential that the IC brief the EOC on any on-going tasks or operational issues that require follow-on action by the EOC staff.

5. Extended EOC Operations

   While an incident command operation is normally deactivated when the response to an emergency situation is complete, it may be necessary to continue activation of EOC into the initial part of the recovery phase of an emergency. In the recovery phase, the EOC may be staffed to compile damage assessments, assess long term needs, manage donations, monitor the restoration of utilities, oversee access control to damaged areas, and other tasks.

6. In some large-scale emergencies or disasters, emergency operations with different objectives may be conducted at geographically separated scenes, in which case it may be necessary to employ a Unified Area Command. In such situations, more than one incident command post may be established. In this situation occurs, it is particularly important that the allocation of resources to specific field operations be coordinated through the EOC.

**E. Activities by Phases of Management**

1. Mitigation

   a. Establish, equip, and maintain an EOC and an Alternate EOC.

   b. Identify required EOC staffing; see Tab B to Appendix 1.

   c. Prepare maintain maps, displays, databases, reference materials, and other information needed to support ICP and EOC operations.

   d. Identify and stock supplies needed for ICP and EOC operations.

   e. Develop and maintain procedures for activating, operating, and deactivating the EOC. See Appendix 1 and its tabs.

2. Preparedness

   a. Identify department/agency/volunteer group representatives who will serve on the EOC staff and are qualified to serve in various ICP positions.

   b. Pursuant to NIMS protocol, conduct NIMS training for department/agency/volunteer group representatives who will staff the EOC and ICP.

   c. Maintain maps, displays, databases, reference materials, and other information needed to support ICP and EOC operations

   d. Test and maintain EOC equipment to ensure operational readiness.

   e. Exercise the EOC at least once a year.

f. Maintain a resource management program that includes identifying, acquiring, allocating, and tracking resources.

3. Response

   a. Activate an ICP and the EOC if necessary.

   b. Conduct response operations.

   c. Deactivate ICP and EOC when they are no longer needed.

4. Recovery

   a. If necessary, continue EOC activation to support recovery operations.

   b. Deactivate EOC when situation permits.

   c. Restock ICP and EOC supplies if necessary.

   d. For major emergencies and disasters, conduct a review of emergency operations as a basis for updating plans, procedures, and training requirements.

## VI. ORGANIZATION & ASSIGNMENT OF RESPONSIBILITIES

### A. Organization

1. Our normal emergency organization, described in Section VI.A of the Basic Plan, will carry out the direction and control function during emergency situations.

2. The organization of incident command operations will be pursuant to NIMS organizational principles. The specific organizational elements to be activated for an emergency will be determined by the IC based on the tasks that must be performed and the resources available for those tasks.

3. The organization of the EOC is depicted in Tab A to Appendix 1. The EOC may be activated on a graduated basis. Department/agency/volunteer group EOC staffing requirements will be determined by the County Judge and the EMC based on the needs of the situation.

### B. Assignment of Responsibilities

All personnel assigned responsibilities in this plan are trained on NIMS concepts, procedures, and protocols.

1. The County Judge will:

   a. Establish general policy guidance for emergency operations.

   b. Direct that the EOC be partially or fully activated.

c. When appropriate, terminate EOC operations.

2. The EMC will:

   a. Develop and maintain the EOC Staff Roster and EOC operating procedures.

   b. Activate the EOC when requested or when the situation warrants.

   c. Serve as an EOC Supervisor.

   d. Advise the County Judge on emergency management activities.

   e. Coordinate resource and information support for emergency operations.

   f. Coordinate emergency planning and impact assessment.

   g. Coordinate analysis of emergency response and recovery problems and development of appropriate courses of action.

3. The IC will:

   a. Establish an ICP and direct and control emergency operations at the scene.

   b. Determine the need for and implement public warning and protective actions at and in the vicinity of the incident site.

   c. Provide periodic situation updates to the EOC, if that facility is activated.

   d. Identify resource requirements to the EOC, if that facility is activated.

4. Departments/Agencies, and Volunteer Groups assigned responsibilities for ICP or EOC operations will:

   a. Identify and train personnel to carry out required emergency functions at the ICP and the EOC.

   b. Provide personnel to staff the ICP and the EOC when those facilities are activated.

   c. Ensure that personnel participating in ICP and EOC operations are provided with the equipment, resource data, reference materials, and other work aids needed to accomplish their emergency functions.

## VII. DIRECTION & CONTROL

**A. General.** The County Judge will provide general guidance for the direction and control function, pursuant to NIMS protocols.

**B. Incident Command Operations.** The first responder on the scene will take charge and serve as the IC until relieved by a more senior or qualified individual or an individual

designated by the County Judge. An ICP will normally be established at the incident scene; the IC will direct and control response forces from that command post. Attachment 7 to our Basic Plan provides a detailed description of our incident management system, the NIMS.

### C. EOC Operations

1. The County Judge may request that the EOC be activated. A decision to activate the EOC is typically made on the basis of staff recommendations.

2. The EMC and staff may activate the EOC, will normally determine the level of EOC staffing required based upon the situation, and also notify appropriate personnel to report to the EOC.

3. Any department or agency head dealing with a significant health or safety issue that requires inter-agency coordination may request that the County Judge activate the EOC to provide a suitable facility to work the issue.

4. The Emergency Management Coordinator will serve as the EOC Supervisor.

## VIII. READINESS LEVELS

### A. Level 4--Normal Conditions

See the mitigation and preparedness activities in sections V.E.1 and V.E.2.

### B. Level 3--Increased Readiness

1. Check status of EOC equipment and repair or replace as needed.

2. Check status of EOC supplies and restock as needed.

3. Update EOC resource data.

4. Alert staffs, determine personnel availability, and update EOC staff call lists.

5. Consider limited activation of EOC to monitor situation.

6. Consider situation briefings for senior staff.

### C. Level 2-- High Readiness

1. Update EOC staffing requirements based on threat.

2. Determine specific EOC staff assignments and alert staff.

3. Monitor potential emergency situation and determine possible impact areas.

4. Update maps, charts, displays, and resource data.

5. Consider situation briefings for EOC staff.

6. Consider partial activation of EOC if this has not already been accomplished.

7. Check status of Alternate EOC [and Mobile Command Post].

**D. Level 1-- Maximum Readiness**

1. Summon EOC staff and activate the EOC.

2. Monitor situation.

3. Update maps, charts, displays, and resource lists.

4. Arrange for food service if needed.

5. Determine possible hazard impact areas and potential hazard effects.

6. Conduct briefings for senior staff and EOC staff.

7. Formulate and implement precautionary measures to protect the public.

8. Coordinate with adjacent jurisdictions that may be affected.

## IX. ADMINISTRATION & SUPPORT

**A. Facilities & Equipment**

1. EOC

   a. The County EOC is located at 1304 S. 25th. St. Edinburg, Tx. and is maintained by Hidalgo County Health Department.

   b. The EOC is equipped with the following communication equipment necessary for conducting emergency operations: computers, telephones, fax machines, radios, cable tv, and satellite tv

      See Annex B, Communications, for communications connectivity.

   c. The EOC is equipped with emergency generator and a 3 day supply of fuel.

   d. The EOC has emergency water supplies for 3 days of operation.

   e. Food for the EOC staff will be provided by: County purchased ready-to-eat meals.

2. Alternate EOC

a. Should the primary EOC become unusable, the alternate EOC, located at 3341 E. Richardson rd Edinburg, TX will be used to manage emergency operations.

b. Communications available at this facility include: computers, telephones, fax machines and radio

c. Facility limitations at the Alternate EOC include: the alternate EOC has plenty of room to accommodate all the people from the EOC if necessary. It also counts with many electrical outlets and a wireless internet network.

3. Mobile Command Post

a. The Incident Command may request that the Mobile Command Post, operated by Hidalgo County Sheriff's Office, be deployed for use as an on-scene command post.

b. Communications capabilities of the Mobile Command Post include:

Radio
Cable TV
Satellite TV
Telephone
Fax
TLETS and NLETS
Local Computer Network
Cell phones
Satellite Phones

**B. Records**

1. Activity Logs. The ICP and the EOC shall maintain accurate logs recording key response activities, including:

a. Activation or deactivation of emergency facilities.

b. Emergency notifications to other local governments and to state and federal agencies.

c. Significant changes in the emergency situation.

d. Major commitments of resources or requests for additional resources from external sources.

e. Issuance of protective action recommendations to the public.

f. Evacuations.

g. Casualties.

h. Containment or termination of the incident.

i. Damage assessment information.

The EOC shall utilize WebEOC in the Emergency Operations Center or an equivalent to record EOC activities. The ICP shall use the Unit Log (ICS form 214) or an equivalent.

2. Communications & Message Logs

   Communications facilities shall maintain a communications log. The EOC shall maintain a record of messages sent and received using the EOC Message Log (Tab F to Appendix 1).

3. Cost Information

   a. Incident Costs. All department and agencies shall maintain records summarizing the use of personnel, equipment, and supplies during the response to day-to-day incidents to obtain an estimate of annual emergency response costs that can be used in preparing future department or agency budgets.

   b. Emergency or Disaster Costs. For major emergencies or disasters, all departments and agencies participating in the emergency response shall maintain detailed of costs for emergency operations to include:

      1) Personnel costs, especially overtime costs
      2) Operation costs
      3) Costs for leased or rented equipment
      4) Costs for contract services to support emergency operations
      5) Costs of specialized supplies expended for emergency operations

      These records may be used to recover costs from the responsible party or insurers or as a basis for requesting reimbursement for certain allowable response and recovery costs from the state and/or federal government.

## C. Reports

1. Initial Emergency Report

   An Initial Emergency Report should be prepared and disseminated for major emergencies and disasters where state assistance may be required. This short report is designed to provide basic information about an emergency situation. See Appendix 2 for the report format.

2. Situation Report

   For major emergencies and disasters where emergency response operations continue over an extended period, a Situation Report should be prepared and disseminated daily. This report is designed to keep the Disaster District, other jurisdictions providing resource support for emergency operations, and jurisdictions that may be affected by the emergency

situation informed about the current status of operations. See Appendix 3 for the report format.

### D. Agreements & Contracts

Should our local resources prove to be inadequate during an emergency; requests will be made for assistance from other neighboring jurisdictions, other agencies, and industry in accordance with existing mutual aid agreements and contracts.

### E. EOC Security

1. Access to the EOC will be limited during activation. All staff members will sign in upon entry and wear their EOC staff badge.

2. Individuals who are not members of the EOC staff will be identified and their reason for entering the EOC determined. EOC administrative staff will issue a visitor badge to those visitors with a valid need to enter the EOC, which will be surrendered upon departure.

### F. Media

Media relations will be conducted pursuant to the NIMS. See Annex I, Public Information.

## X. ANNEX DEVELOPMENT & MAINTENANCE

### A. Development

1. The EMC is responsible for the development and maintenance of this annex.

2. The EMC is responsible for the development and maintenance of EOC Standard Operating Procedures.

### B. Maintenance.

This annex will be reviewed annually and updated in accordance with the schedule outlined in Section X of the Basic Plan.

## XI. REFERENCES

**A.** GDEM, *Local Emergency Management Planning Guide* (DEM-10)

**B.** FEMA, *Guide for All-Hazard Emergency Operations Planning* (SLG-101).

**APPENDICES**

Appendix 1 ..... Emergency Operations Center

| | |
|---|---|
| Tab A | EOC Organization |
| Tab B | EOC Staff Roster |
| Tab C | EOC Activation/Deactivation |
| Tab D | EOC Operations |
| Tab E | EOC Log |
| Tab F | EOC Message Log |
| Tab G | EOC Message Form |
| Tab H | EOC Info/Action Record |

Appendix 2 ..... Initial Emergency Report

Appendix 3 ..... Situation Report

# EMERGENCY OPERATIONS CENTER

## 1. Organization & Staffing

a. The general organization of the EOC during a full activation for emergency operations is depicted in Tab A to this appendix. For a partial activation of the EOC, only those staff members required to deal with a particular emergency situation will be summoned to the EOC.

b. A sample EOC Staff Roster is provided in Tab B to this appendix. The EMC shall maintain and distribute a current EOC Staff Roster, including the names of EOC team members and contact information (office and home telephone numbers and pager numbers) for those individuals.

## 2. Facilities

a. Procedures for activation and deactivating the EOC and alternate EOC are provided in Tab C.

## 3. EOC Operations

General operating guidelines for the EOC are provided in Tab D.

## 4. EOC Log

The Basic Plan requires that the EOC maintain accurate logs recording response activities, Including:

a. Activation and deactivation of the EOC.

b. Emergency notifications to other local governments and to state and federal agencies.

c. Significant changes in the emergency situation.

d. Major commitments of resources or requests for additional resources from external sources.

e. Issuance of protective action recommendations to the public.

f. Evacuations.

g. Casualties.

h. Containment or termination of an incident.

Hidalgo County's EOC will use WebEOC as our standard method of record keeping during activation. The EOC Log, provided in Tab E shall be used to record this information and other pertinent information only if the WebEOC computer becomes inoperative.

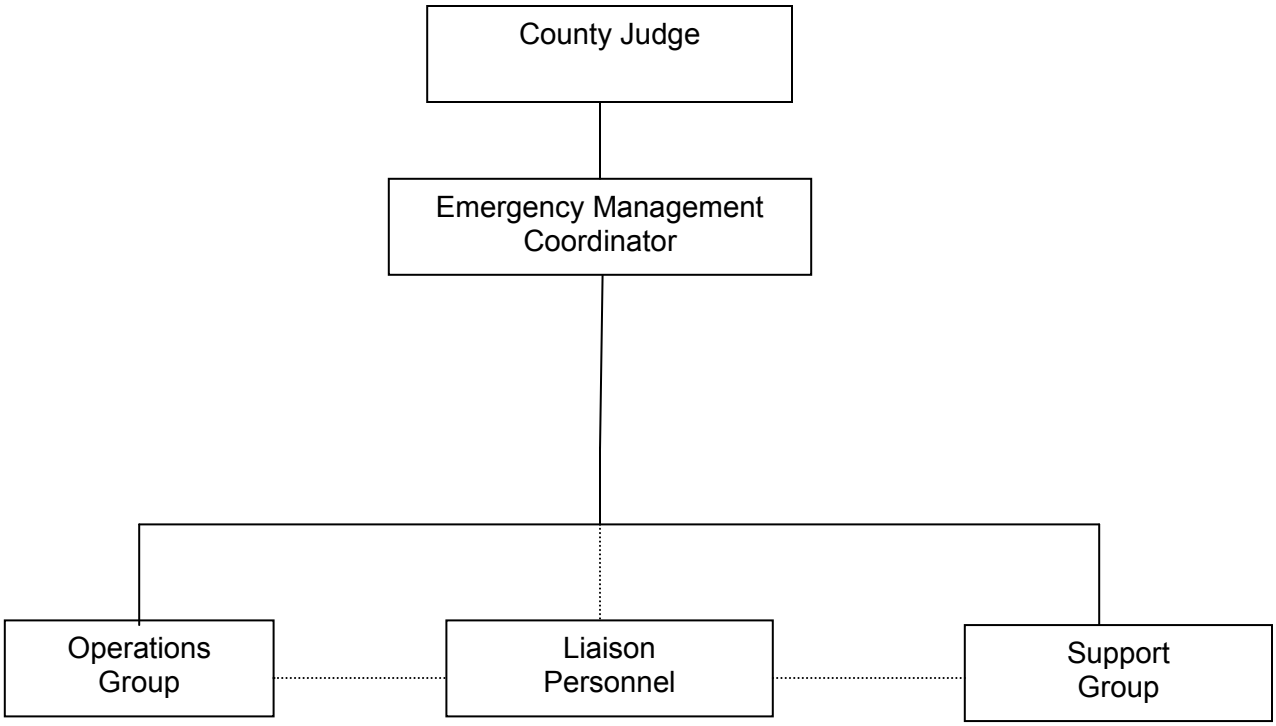
## 5. Message Handling

a. All messages sent by or received in the EOC will be recorded in the EOC Message Log, a copy of which is provided in Tab F. Alternate methods may be developed or a computer using specialized software may be utilized. A paper message log will be used if the EOC computers become inoperative.

b. Outgoing messages will normally be prepared on an EOC Message Form, which is also used to specify how the message should be sent and record the time of dispatch and message number. A copy of the form is provided in Tab G to this appendix. Typed messages may simply be attached to the form.

c. Incoming verbal messages will be recorded on an EOC Info/Action Record, a copy of which is provided in Tab H to this appendix. For messages that require action, the form is used to assign responsibility for action to EOC staff members and to record the action taken. Alternative methods can be used, including the use of computer specialized software. A paper Info/Action Record would be used if the EOC computers become inoperative.

**EMERGENCY OPERATIONS CENTER**
**ORGANIZATION CHART**



## EOC STAFF ROSTER

| *Position* | *1st Shift Midnight to Noon* | *2nd Shift Noon to Midnight* |
|---|---|---|
| | | |
| **EOC Supervisor** | | |
| Deputy | | |
| | | |
| **Operations Group:** | | |
| Law Enforcement | | |
| Fire & Rescue | | |
| Health & Medical | | |
| Resource Management | | |
| Shelter & Mass Care | | |
| Public Works | | |
| Utilities | | |
| Human Services | | |
| Transportation | | |
| Animal Control | | |
| | | |
| | | |
| **Support Group:** | | |
| Administration #1 | | |
| #2 | | |
| Communications | | |
| Legal | | |
| Security | | |
| | | |
| **Liaison:** | | |
| American Red Cross | | |
| VFW Volunteers | | |
| | | |
| | | |
| | | |

## EOC ACTIVATION/DEACTIVATION

### 1. General

a. The County Judge may request that the EOC be activated. A decision to activate the EOC is typically made on the basis of staff recommendations.

b. The EMC and staff may activate the EOC and will normally determine the level of EOC staffing required based upon the situation.

c. The EMC is responsible for maintaining the EOC Staffing Roster and ensuring that appropriate EOC staff members are notified to report to the EOC in the event the facility is activated.

### 2. Activation Checklist

| ✓ | **Action** |
|---|---|
| ☐ | Determine level of EOC staffing required. |
| ☐ | Make notifications to the appropriate EOC staff and liaison personnel |
| ☐ | Advise the County switchboard and Dispatch Center that EOC is being activated**.** |
| ☐ | Move EOC status boards from storage closet and mount. |
| ☐ | Check and clean all EOC map boards |
| ☐ | Test EOC telephones |
| ☐ | Turn on and test EOC fax in communications room. |
| ☐ | Activate and test radios in communications room. (Qualified communications operator only) |
| ☐ | Activate EOC computer and printer; test e-mail function and Internet access. |
| ☐ | Check operation of EOC copier and ensure copier paper is available. |
| ☐ | Turn on the EOC TV monitors. |
| ☐ | Check operation of EOC VCR and ensure blank tapes are available. |
| ☐ | Check status of supplies and forms in the EOC work area and replenish from storage closet. |
| ☐ | Test emergency generator and determine fuel status. Make arrangements for fuel delivery if required. |
| ☐ | Secure EOC entrance and set out EOC sign-in roster. |
| ☐ | Ensure Conference Room is cleared out for work use. |
| ☐ | Determine requirements for food service. |
| ☐ | |
| ☐ | |
| ☐ | |
| ☐ | |
| ☐ | |
| ☐ | |
| ☐ | |

### 3. Deactivation Checklist

| ✓ | **Action** |
|---|---|
| ☐ | The EMC shall collect the EOC Log, EOC Message Log, the master file of incoming and outgoing messages, the EOC Sign-in Roster, and other specified materials and retain those for reference. |
| ☐ | Advise County switchboard and Dispatch Center that EOC is being deactivated. |
| ☐ | Remove EOC status boards from walls, clean, and return to storage closet. |
| ☐ | Clean all EOC map boards. |
| ☐ | Turn off EOC fax in communications room. |
| ☐ | Deactivate radios in communications room. |
| ☐ | Deactivate EOC computer and printer. |
| ☐ | Turn off EOC copier and replenish copier paper. |
| ☐ | Turn off the EOC TV monitors. |
| ☐ | Ensure EOC VCR is turned off. |
| ☐ | Replenish working supplies and forms from storage closet. |
| ☐ | Determine generator fuel status and arrange for refueling if necessary. |
| ☐ | If Conference Room was used as a work area, ensure it is cleaned up. |
| ☐ | Arrange for cleaning of EOC and removal of trash, if necessary, |
| ☐ | |
| ☐ | |

# EMERGENCY OPERATIONS

## 1. EOC Staff Responsibilities

A. The EOC Supervisor & Assistant
   1) Monitor emergency operations and directs EOC operations.
   2) Screen incoming messages, determines disposition and distribution.
   3) Assign responsibility for responding to requests for resources or information or formulating options for solving problems to Staff Officers.
   4) Review proposed options for solving problems and select and implement an appropriate course of action.
   5) Approve outgoing messages and reports for release.
   6) Make requests for external assistance or approve requests made by other members of the EOC staff.
   7) Conduct periodic update briefings for the EOC staff and elected officials.

B. Administrative Staff

   1) Logger
      a) Numbers incoming & outgoing messages.
      b) Records all messages in the EOC Message Log (Tab F to Appendix 1).

   2) Distribution Clerk
      a) Picks up incoming messages from Communications and delivers to EOC Supervisor.
      b) Delivers outgoing message traffic to Communications.
      c) Reproduces and distributes messages and other materials within the EOC.
      d) Maintains a file of original incoming and outgoing messages.

   3) Poster/Plotter(s)
      a) Posts incident information on EOC display boards, other than those maintained by Action Officers.
      b) Plots incident information on EOC maps.
      c) Assists the Distribution Clerk.

   4) Writer
      a) At the direction of the EOC Supervisor, records key events in the EOC Log (Tab E to Appendix 1).
      b) Prepares EOC reports.
      c) Prepares outgoing messages that require typing.
      d) Assists the Distribution Clerk and the Logger.

C. Staff Officers

   Staff Officers include representatives of departments and agencies that compose the Operations Group and the Support Group, as well as liaison personnel from volunteer groups.

   1) Have knowledge of their organizational resources and expertise in their use.

2) Forward and respond to requests for emergency resources or information from their department, agency, or group, coordinating as necessary with their parent organization.
3) Receive emergency information and enter it into the EOC information system.
4) Work with other Staff Officers to resolve problems that require multi-agency action.
5) Maintain pertinent display boards and maps.

D. Public Information Staff

1) Develops and disseminates appropriate emergency public information through news releases, briefings, and, where appropriate, emergency information systems.
2) Handles media inquiries.

E. Communications Staff

1) Receives incoming EOC message and transmits outgoing EOC message.
2) Maintain the required communications log.

**2. Information Flow**

A. Incoming Messages

1) Record Traffic. Incoming messages and faxes will be delivered to Logger for assignment of a message number and then to the EOC Supervisor or Deputy for review. Incoming messages will be numbered sequentially with an R prefix; outgoing messages will be numbered sequentially with an S prefix.

2) Verbal Messages. Incoming verbal messages may be received by anyone on the EOC staff. The substance of calls which request resources or information, provide information relating to the emergency situation, or are otherwise pertinent to EOC operations will be recorded by the individual receiving the verbal message on an Emergency Action Record (Tab H to Appendix 1), which will be delivered to the Logger for assignment of a message number and then to the EOC Supervisor or Deputy for review.

B. Screening Messages.

1) The EOC Supervisor shall screen incoming traffic and determine how it is to be handled. Messages typically fall into two categories: (a) those that provide information about an emergency and (b) those that request resource support or information or identify problems and, thus require action.

2) For messages that provide information only, the EOC Supervisor will indicate whether the information should be posted on display boards or plotted on map boards by checking the appropriate block on EOC forms or hand stamping a Disposition box on other types of messages. The EOC Supervisor shall also indicate the distribution of each message in the approximate block. The EOC Supervisor or Deputy may also highlight information in messages that is to be included in the periodic Situation Report. All messages that are received will be logged, but messages that are not pertinent to the emergency situation will not be distributed.

3) The Distribution Clerk will retain originals of all messages.

C. Outgoing Messages

1) Any member of the staff may draft outgoing messages. Messages will be forwarded to the EOC Supervisor or Deputy for review. If necessary, the Writer will type the final copy of an outgoing message and provide it to the EOC Supervisor for approval. The EOC Supervisor or Deputy will provide the approved message to the Distribution Clerk for dispatch.

2) Outgoing calls by any staff member, which deal with matters of interest to other members of the EOC staff, should be summarized on an EOC Message Form (Tab G to Appendix 1) and provided to the EOC Supervisor or Deputy, who will determine further distribution requirements.

D. Exchange of Information

1) All Staff Officers are expected to keep the EOC Supervisor or Deputy advised, either verbally or by a note, of important information relating to emergency operations they receive and significant response or recovery issues they identify.

2) Staff Officers who receive information that may affect the conduct of other emergency functions are expected to provide that information to Staff Officers responsible for those functions in a timely manner.

**3. Task Response & Problem Solving**

A. The EOC Supervisor will assign responsibility to specific Staff Officers for responding to requests for resources or information or for formulating solutions to emergency response and recovery problems. Tasks will normally be assigned using the Emergency Info/Action Record form; pertinent messages or information may be attached to the form.

B. Task Response

1) Staff Officers assigned tasks to provide resources or information are expected to complete the required action and close out the tasking by completing the Action Taken block at the bottom of the Emergency Info/Action Records and returning the form to the EOC Supervisor or Deputy.

2) Staff Officers are expected to complete the specific task assigned as well as any other tasks implied in the original tasking. For example, if the Shelter & Mass Care Staff Officer is given the task of obtaining 400 cots for a shelter, the task includes the explicit task of locating the cots and the implicit task of getting them transported from wherever they are to the shelter. To complete the implicit task, the Shelter and Mass Care Staff Officer may have to coordinate with the Transportation Staff Officer to arrange transportation if the supplier of the cots cannot do so.

3) If requests for resources or information cannot be satisfied locally, the Staff Officer should advise the EOC Supervisor forthwith and identify possible external sources for the resources or information.

4) When responding to requests for resources, it is always advisable for Staff Officers to coordinate with the requestor to confirm specific requirements and coordinate the delivery time and location. Requestors should always be advised of the disposition of their requests.

5) For tasks that will take some time to complete, Staff Officers should provide interim progress reports to the EOC Supervisor.

C. Problem Solving

1) The EOC Supervisor may refer specific response or recovery problems or issues to a Staff Officer or a group of Staff Officers for consideration. The EOC Supervisor or Deputy will normally indicate whether he wants either a preferred solution or a range of options to consider.

2) In developing a preferred solution or range of options to solve a problem, Staff Officers assigned primary responsibility for the task should coordinate with other Staff Officers who have pertinent expertise and, where appropriate, with external agencies, organizations and groups for assistance. When a range of options is required, it is desirable that those options be prioritized.

## 4. Status Boards & Maps

A. The following EOC status boards will be maintained by staff members indicated:

1) Current Situation board: Poster/Plotter
2) Evacuation Status board: Law Enforcement
3) Shelter & Mass Care Status board: Shelter & Mass Care
4) Resource Commitments board: EMC
5) Points of Contact board: EOC Supervisor
6) Route Status board: Law Enforcement
7) Damage Summary board: EMC or Asst. EMC

B. The following EOC maps will be maintained by the staff members indicated:
1) Current Situation map: Poster/Plotter
2) Traffic Control map: Law Enforcement
3) Hazmat Facilities/Risk Areas map: Fire Service
4) Special Facilities map: Fire Service
5) Hurricane/Flood Risk map: EMC or Asst. EMC

## 5. Reports

A. When the EOC is activated for a major emergency or disaster for which external assistance may be required, the EOC Supervisor will instruct the Writer to prepare an Initial Emergency Report. See Appendix 2 for the format of and addresses for this report.

B. The Writer will prepare the periodic Situation Report, with guidance on report content provided by the EOC Supervisor. See Appendix 3 for the format of and addressees for this report. The report should be issued at least daily; more frequent reports may appropriate, particularly when circumstances change dramatically. The target time for release of daily reports is 11:00 AM.

## 6. Briefings

A. Situation Update Briefings. The EOC Supervisor shall conduct periodic informal situation update briefings for the EOC staff, recapping the current situation and highlighting ongoing actions and issues to be resolved. Briefings shall be kept short so they will not disrupt ongoing EOC operations.

B. Shift Change Briefing. Outgoing EOC team members shall conduct an individual face-to-face turnover briefing to update their replacement on recent and ongoing emergency operations. Such briefings shall always include a detailed review of any tasks in progress or awaiting action that arriving personnel must monitor or complete.

C. Media Briefings. The Public Information staff shall schedule and conduct briefings for the media as needed. To preclude disruption of EOC operations, media briefings will not be conducted in the primary EOC work area.

## 7. EOC Security

A. All staff members will wear their EOC Staff badges while in the facility.

B. Visitors to the EOC will be identified and their business determined before being admitted to the EOC. Visitors with a valid need to enter the EOC will sign in on the EOC Visitor Log and be provided with an EOC Visitor badge.

| **EMERGENCY OPERATIONS CENTER LOG**<br>**HIDALGO COUNTY** | *Page* | *of Pages* |
|---|---|---|

| *From* | | **To** | |
|---|---|---|---|
| *Date* | *Hour* | *Date* | *Hour* |

| *No.* | *Time* | | *Incidents, Activities, Reports, & Actions Taken* | *Initials* |
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| EOC MESSAGE LOG<br>Date: _____ | | | | |
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# EOC MESSAGE FORM

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**Message Text**

**Send By**

☐ Radio ☐ Teletype ☐ Fax ☐ E-mail

| **Date:** | **Time:** | **Message #**: |
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**DISTRIBUTION:**

# EOC INFO/ACTION RECORD

| Date: | Time: | Message # |
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| **Received By** | |
| **Message From** | |
| **Contact Number/ Location** | |

**Message, Issue, Problem or Information:**

☐ **Info Only** ☐ **Post on Display Board** ☐ **Plot on Map**
☐ **Action Required. Action Assigned To:**

**Action Taken**

**DISTRIBUTION:**

# INITIAL EMERGENCY REPORT

## 1. PURPOSE

The purpose of this report is to advise the State (through the local Disaster District), nearby jurisdictions that may be affected, and jurisdictions that may provide resources under a mutual aid agreement of an incident that has the potential to become a major emergency or disaster. An Initial Incident Report should be dispatched as soon as it becomes apparent that an incident has the potential to become a serious emergency situation. The report should be sent in written form (such as TLETS teletype or facsimile) if possible. If this is infeasible, a verbal report should be made by telephone or radio.

## 2. FORMAT

**DATE/ TIME:**
**FROM** Hidalgo County
**TO:** DPS _____, DDC Chairperson
[Adjacent affected jurisdictions, jurisdictions from which resources may be requested pursuant to interlocal agreements]

**SUBJECT:** **INITIAL EMERGENCY REPORT**

a. TYPE OF INCIDENT:
b. DATE & TIME OF OCCURRENCE:
c. DESCRIPTION: (a short description of what happened or is occurring)
d. AREA AFFECTED:
e. RESPONSE ACTIONS UNDERWAY
f. ASSISTANCE REQUIRED, IF ANY:
g. POINT OF CONTACT INFORMATION:

**3. SAMPLE MESSAGE** [This is a sample message. Do not include in your annex unless used for preformatted messages.]

**DATE/ TIME:** 11-25-00/1820
**FROM** Disasterville EOC
**TO:** DPS Aurora, DDC Chairperson
Hazard County SO
Tsunami City PD

**SUBJECT: INITIAL EMERGENCY REPORT**

a. TYPE OF INCIDENT: Explosion/Fire/Hazmat Spill
b. DATE/TIME OF OCCURRENCE: 11-25-00/1915
c. DESCRIPTION: Peyton Agro-Chem facility on S. Meridian St. exploded. Explosion & resulting fire has destroyed one city block; two more threatened. Possible hazmat plume from stored chemicals.
d. AREA AFFECTED: 9 blocks, mostly residential, in Southern Disasterville
e. RESPONSE ACTIONS UNDERWAY: Local fire & police at scene, mutual aid from 2 rural VFDs summoned, Tsunami City Hazmat Team enroute. TCEQ representative enroute.
f. ASSISTANCE REQUIRED, IF ANY: May need SAR Team and additional Hazmat response resources. Will advise.
g. POINT OF CONTACT INFORMATION: Joe Jones, EMC, 555-1222.

## SITUATION REPORT

### 1. PURPOSE

The purpose of this report is to advise the State (through the local Disaster District), nearby jurisdictions that may be affected, and jurisdictions that are providing resources under a mutual aid agreement of the status on an ongoing major emergency situation. It may also be useful to provide this report to local officials who are not working at the EOC to keep them informed of the situation. A Situation Report should be prepared and disseminated at least once a day. The report should be sent in written form (such as TLETS teletype, facsimile, or e-mail).

### 2. FORMAT

**DATE/ TIME:** **11-25-00/1820**
**FROM** **Disasterville EOC**
**TO:** **DPS Bravo, DDC Chairperson**

**SUBJECT:** **SITUATION REPORT # 1**
**FOR [event description] Covering the Period**
**From _____To _____**

a. CURRENT SITUATION
*[What is being done about the emergency situation and by whom? Are their any problems hampering the emergency response? Is the situation getting worse, remaining stable, or winding down?]*
b. AREAS AFFECTED:
c. RESPONDING AGENCIES/ORGANIZATIONS:
*[Include local, state, and federal responders plus volunteer groups]*
d. CASUALTIES (cumulative):
   1. Fatalities
   2. Injured:
   3. Missing:
e. ESTIMATED DAMAGES (cumulative):
   1. Homes Destroyed/Damaged:
   2. Businesses Destroyed/Damaged:
   3. Govt Facilities Destroyed/Damaged:
   4. Other:
f. EVACUATIONS (cumulative)*: [Estimated number of evacuees]*
g. SHELTERS (cumulative):
   1. Number of Shelters Open:
   2. Estimated Occupants:
h. ROAD CLOSURES:
i. UTILITY OUTAGES:
j. COMMENTS:

**3. SAMPLE REPORT** [This is a sample report. Do not include in your annex unless using as preformatted report for specific situations.]

**DATE/ TIME:**
**FROM** [County/City]
**TO:** DPS _____, DDC Chairperson
DPS _____[DPS Regional Headquarters]
[Adjacent affected jurisdictions]
[Jurisdictions providing mutual aid resources]

**SUBJECT:** **SITUATION REPORT # 1**
**FOR PEYTON AGRO-CHEM EXPLOSION**
**Covering the Period From 11-25-00To 11-26-00**

a. CURRENT SITUATION: Fires in downtown buildings have been extinguished. Chemical plant continues to burn. Search & rescue team has recovered 3 bodies in collapsed buildings in downtown area; firefighters recovered another body. Spilled hazmat in temporary dikes and berms being recovered by contractor Hazwaste, Inc. Evacuees at shelter at Wharton School operated by ARC. Pesticide residue may have contaminated 2 residential blocks south of plant; assessment underway by TNRCC and EPA.
b. AREAS AFFECTED: 1 business block, 8 residential blocks
c. RESPONDING AGENCIES/ORGANIZATIONS:
Local: Disasterville FD, Floodprone VFD, Monon VFD, Casson FD.
State: TCEQ, TxDOT, Dept of Ag, TEEX Search & Rescue Team, GDEM RLO
Federal: US EPA
Volunteers: ARC, Salvation Army
d. CASUALTIES (cumulative):
1. Fatalities: 4
2. Injured: 11
3. Missing: 2
e. ESTIMATED DAMAGES (cumulative):
1. Homes Destroyed/Damaged: 8//12
2. Businesses Destroyed/Damaged: 6/2
3. Govt Facilities Destroyed/Damaged: 1/0
4. Other:
f. EVACUATIONS (cumulative)*:* Estimated 260
g. SHELTERS (cumulative):
1. Number of Shelters Open: 1
2. Estimated Occupants: 120
h. ROAD CLOSURES:
1. Monan, Meridian, Western, Key, Travis, Fox, Tiber, Alstead, and Calhoun Streets in southern portion of city
2. County Road 124 between city limits and Co. Rd 150.
i. UTILITY OUTAGES: Electrical and water service shut off to four blocks of downtown.
j. COMMENTS:
1. Fire Marshal expects fire at chem plant to burn itself out this evening. Some fire units will be released at that time.
2. TCEQ believes it will take another 24 hours to fully map contaminated areas of downtown.
3. Search and rescue team believes it will complete search of collapsed bldgs this evening.

# ANNEX V

# TERRORIST INCIDENT RESPONSE

Hidalgo County

_____

**Jurisdiction**

# APPROVAL & IMPLEMENTATION

## Annex V

## Terrorist Incident Response

Signature _____ Date _____

Signature _____ Date _____

**NOTE:** The signature(s) will be based upon local administrative practices. Typically, the annex is signed by the individual having primary responsibility for this emergency function in the first signature block and the second signature block is used by the Emergency Management Director or the Emergency Management Coordinator. Alternatively, each department head assigned tasks within the annex may sign the annex.

# RECORD OF CHANGES

## Annex V

## Terrorist Incident Response

| Change # | Date of Change | Entered By | Date Entered |
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# ANNEX V

# TERRORIST INCIDENT RESPONSE

## I. AUTHORITY

### A. Federal

1. Public Law 104-201, Defense Against Weapons of Mass Destruction Act.
2. Terrorism Annex to *the Federal Response Plan.*
3. National Response Plan - Nuclear/Radiological Incident Annex, NUC-3
4. *Homeland Security Presidential Directive. HSPD-5, Management of Domestic Incidents*
5. *Homeland Security Presidential Directive. HSPD-7, Critical Infrastructure, Prioritization, and Protection*
6. *Homeland Security Presidential Directive. HSPD-8, National Preparedness*

### B. State

### C. Local

See Basic Plan, Section I.

## II. PURPOSE

The purpose of this annex is to:

1. Outline operational concepts and tasks and to assign responsibilities for preparing for and responding to terrorist incidents that may occur.

2. Describe state and federal assistance that may be available to assist in the response to a terrorist incident.

## III. EXPLANATION OF TERMS

### A. Acronyms

| | |
|---|---|
| CBRNE | Chemical, Biological, Radiological, Nuclear, Explosives |
| DPS | Department of Public Safety |
| EOC | Emergency Operations or Operating Center |
| EMS | Emergency Medical Service |
| FBI | Federal Bureau of Investigation |
| GDEM | Governor's Division of Emergency Management |
| ICP | Incident Command Post |
| ICS | Incident Command System |
| JIC | Joint Information Center |
| JOC | Joint Operations Center |

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|---|---|
| NIMS | National Incident Management System |
| NRP | National Response Plan |
| TFC | Texas Fusion Center |
| UC | Unified Command |
| WMD | Weapons of Mass Destruction |

## B. Definitions

1. Anti-terrorism Activities. Use of defensive methods, including intelligence collection, investigation, passive protection of facilities, implementation of physical and personnel security programs, and emergency planning, to combat terrorism.

2. Counter-terrorism Activities. Use of offensive measure to combat terrorism, such as use of law enforcement and military resources to neutralize terrorist operations.

3. Consequence Management. The requirements of crisis management and consequence management have been combined. They combine the law enforcement function of identification and prevention of terrorist activities with the emergency management function of protection of public health and safety and emergency relief from the consequences of acts of terrorism.

4. Hazmat. Hazardous materials.

5. National Incident Management System (NIMS). The NIMS provides a consistent nationwide approach for Federal, State, territorial, tribal, and local governments to work effectively and efficiently together to prepare for, prevent, respond to, and recover from domestic incidents, regardless of cause, size, or complexity.

6. National Response Plan (NRP). An all-discipline, all-hazards plan that established a single, comprehensive framework for the management of domestic incidents. It provides the structure and mechanisms for the coordination of Federal support to State and local and tribal incident managers and for exercising direct Federal authorities and responsibilities.

7. Technical Operations. Actions to identify, assess, dismantle, transfer, or dispose of WMD or decontaminate persons and property exposed to the effects of WMD.

8. Terrorist Incident. A violent act, or an act dangerous to human life, in violation of the criminal laws of the United States or of any state, to intimidate or coerce a government, the civilian population, or any segment thereof, in furtherance of political and social objectives.

9. Weapons of Mass Destruction. WMD include: (1) explosive, incendiary, or poison gas bombs, grenades, rockets, or mines; (2) poison gas; (3) any weapon involving a disease organism; or (4) any weapon that is designed to release radiation or radioactivity at a level dangerous to human life.

## IV. SITUATION & ASSUMPTIONS

### A. Situation

1. Hidalgo County is vulnerable to terrorist incidents. A significant terrorist attack is considered unlikely. However, the consequences of a major terrorist incident could be catastrophic; hence, mitigating against, preparing for, and responding to such incidents and recovering from them is an important function of government.

2. Terrorism is both a law enforcement and emergency management problem.

    a. Virtually all terrorist acts involve violation of laws. Hence, law enforcement agencies gather and analyze intelligence on terrorists and may develop estimates of their intentions. Access to this criminal intelligence information is necessarily limited, but significant threats must be communicated by law enforcement agencies to those local officials who can implement protective measures and alert emergency responders. Coordination between law enforcement and emergency management personnel is vital to ensure that appropriate readiness actions are taken, while still protecting law enforcement sources and methods.

    b. In a terrorist incident, the incident area may be simultaneously a crime scene, a hazmat site, and a disaster area that may cross the boundaries of several jurisdictions. There are often competing needs in the aftermath of a terrorist act -- law enforcement agencies want to protect the crime scene in order to gather evidence, while emergency responders may need to bring in extensive equipment and personnel to conduct search and rescue operations. It is essential that the incident command team establishes operating areas and formulates a plan of action that considers the needs of both groups.

3. Since terrorist acts may be violations of local, state, and federal law, the response to a significant local terrorism threat or actual incident may include state and federal response agencies.

4. Local resources for combating terrorist attacks are very limited. In the event of a significant terrorist threat or incident, it is anticipated that state and federal resources will be requested in order to supplement local capabilities.

5. The presence of chemical, biological, radiological, nuclear, or explosive (CBRNE) agents may not be detected immediately. In the case of chemical, biological, or nuclear materials they may not be discovered until some time after casualties occur. There may be a delay in identifying the agent present and in determining the appropriate protective measures. Such agents may quickly dissipate or be persistent.

6. In the case of an attack with a biological agent, the initial dissemination of the agent may occur outside the local area or even in other countries, but still produce victims in the local area.

## B. Assumptions

1. Terrorist attacks may be directed at government facilities, public and private institutions, business or industry, transportation, and individuals or groups. Such acts may involve: arson; shootings; bombings, including use of weapons of mass destruction (nuclear, chemical, or biological agents); kidnapping or hostage-taking; sabotage; and other activities.

2. Terrorist attacks may or may not be preceded by a warning or a threat, and may at first appear to be an ordinary hazardous materials incident. Attacks may occur at multiple locations and may be accompanied by fire, explosion, or other acts of sabotage.

3. A device may be set off to attract emergency responders, then a second device set off for the purpose of injuring emergency responders.

4. Effective response to the use of WMD may require:

    a. Specialized equipment to detect and identify chemical or biological agents.
    b. A mass decontamination capability.
    c. The means to treat mass casualties, including conducting triage and using specialized pharmaceuticals that have a narrow window of effect.
    d. The capability to deal with mass fatalities.

5. Injuries from a terrorist attack may be both physical and psychological.

6. Recovery from a terrorist attack can be complicated by the presence of persistent agents, additional threats, extensive physical damages, and mass casualties.

7. In most cases, significant state and federal terrorist incident response support cannot be provided within the first few hours of an incident. Considerable state and federal terrorism response resources are available, but it may take 6 to 12 hours to activate and deploy such resources on a large-scale.

# V. CONCEPT OF OPERATIONS

## A. General

1. Our terrorism structure for emergency response operations is pursuant to NIMS, which employs two levels of incident management structures.

    a. The Incident Command System (ICS) includes a core set of concepts, principles, and terminology applicable to single or multiple incidents regardless of their scope.

    b. Multi-agency Coordination Systems integrate a combination of facilities, equipment, personnel, procedures, and communications into a common framework, which allows for the coordination and support of incident management.

2. During a terrorist event a Multi-agency Coordination System may be advisable. Central to this system is the Emergency Operations Center (EOC), which is the nucleus of all coordination of information and resources. The Incident Commander will manage and

direct the on-scene response from the ICP. The EOC will mobilize and deploy resources for use by Incident Commander, coordinate external resources and technical support, research problems, provide information to senior managers, disseminate emergency public information, and perform other tasks to support on-scene operations.

## B. Preparedness

1. The lead local agency for deterring, preventing, and responding to a threat of terrorist attack is typically the local police department or the Sheriff's Office.

   a. Pre-incident preparedness and response activities include efforts to define the threat, identify terrorists, and prevent terrorist acts. Post incident consequence management activities include efforts to resolve the terrorist incident, conduct an investigation, collect evidence, and apprehend those responsible. Law enforcement agencies have the lead in terrorism criminal investigations and intelligence collection activities.

      1) The Sheriff's Office has the lead local role in terrorism incident response and will coordinate its efforts with state and federal law enforcement agencies as appropriate.

      2) The Department of Public Safety (DPS) is the lead state agency for terrorism incident response. DPS will coordinate the state law enforcement response to a potential terrorist incident and the use of state resources.

      3) The Federal Bureau of Investigation (FBI) is the lead federal agency for criminal investigations of terrorist acts or terrorist threats and intelligence collection activities within the United States.

   b. When a credible threat of terrorist attack exists, we will activate our EOC or, if security necessitates, activate a specialized facility to coordinate law enforcement, investigative, and intelligence activities for the threats or incidents that may occur.

   c. Investigative and intelligence activities are managed by the FBI from an FBI command post or Joint Operations Center (JOC). The JOC coordinates assets between Federal agencies, DPS, and local law enforcement agencies.

2. Response and Recovery

   a. Response and recovery activities undertaken to deal with effects of a terrorist incident are conducted in essentially the same manner as the response and recovery operations for other emergencies or disasters. Post-incident crisis management activities, such as investigation, evidence gathering, and pursuit of suspects, may continue during consequence management. The agency with primary jurisdictional authority over the incident designates the individual at the scene responsible for establishing command.

1) The Sheriff shall normally have the lead local role in terrorism response and recovery operations for most types of terrorist incidents, but the Public Health Supervisor may be assigned the lead local role in terrorism response and recovery operations for incidents involving biological agents.

2) The Governor's Division of Emergency Management (GDEM) is the lead state agency for terrorism response and recovery operations. Disaster Districts, the State Operations Center (SOC), and the Emergency Management Council will coordinate state resource support for local terrorism response and recovery operations.

3) FEMA is the lead federal agency for response and recovery operations and shall coordinate federal resource support for such operations.

b. The agencies responsible for terrorism response and recovery operations shall coordinate their efforts with law enforcement authorities conducting crisis management operations

## C. Implementation of the Incident Command System (ICS)

1. If there is a local incident site, an incident command post (ICP) will be established to manage emergency operations at that incident site. The ranking official from the agency with primary responsibility for the incident will assume the position of Incident Commander. The Incident Commander will direct and control responding resources and designate emergency operating areas. Typical operating area boundaries established for a terrorist incident may include:

   a. The **Crime Scene Boundary** defines the crime scene. The crime scene may include the area referred to in technical operations as the "red zone" or "working point". Access to the crime scene may be restricted by state, federal, or local law enforcement personnel. Response activities within the crime scene may require special care in order to protect evidence.

   b. The **Hazmat Boundary** defines the hazmat site, which is referred to in hazmat operations as the "hot zone" and may be termed the "isolation area" or "exclusion zone" by other responders, and may include the hazmat upwind "warm zone" utilized for contamination control and rescue staging. Depending on the spread of contaminants, the hazmat site may include some or the entire crime scene. Entry into the hazmat boundary is normally restricted to response personnel equipped with personal protective equipment and using decontamination procedures.

   c. The **Incident Boundary** includes the crime scene, the hazmat area, the "cool zone" or "support zone" used for incident support operations such a resource staging and casualty collection, and areas where protective actions, such as shelter-in-place or evacuation, may be recommended or mandatory measures, such as quarantine, imposed. Access to this area is normally controlled; if a quarantine is implemented, egress may also be restricted.

2. ICS-EOC Interface. The Incident Commander and the EOC shall agree upon on a division of responsibilities. The Incident Commander will normally manage field operations at the incident site and in adjacent areas. The EOC will normally mobilize and provide local resources, disseminate emergency public information, organize and implement large-scale evacuation, coordinate care for casualties, coordinate shelter and mass care for evacuees, arrange mortuary support, and, if local resources are insufficient or inappropriate, request assistance from other jurisdictions or the State.

3. Implementation of Unified Command (UC). As state and federal responders arrive to conduct and support field operations, use of ICS for management of the ICP and response operations will transition to UC.

4. With the arrival of state and federal responders, the FBI may call for the establishment of a Joint Operations Center (JOC) for overall coordination and management of response operations.

5. If there is no local incident site, which may be the case in incidents involving biological agents, consequence management activities will be directed and controlled from the local EOC. An Incident Commander may be designated. The EOC may transition to a JOC using UC with the arrival of state and federal responders.

## D. Coordination of Incident Consequence Management Activities

1. Law enforcement agencies involved in consequence management shall keep those agencies and/or departments responsible for response and recovery efforts informed of decisions made that may have implications on the placement of resources for response and recovery should it be necessary. Because of the sensitivity of law enforcement sources and methods and certain crisis management activities, it may be necessary to restrict dissemination of some information to selected emergency management and public health officials who have a need to know. Those individuals may have to carry out some preparedness activities surreptitiously.

2. Until such time as law enforcement and emergency management personnel agree that crisis management activities have been concluded, law enforcement personnel shall participate in incident command or EOC operations to advise those carrying out consequence management operations with respect to protection of the crime scene, evidence collection, and investigative results that may have bearing on emergency operations. DPS and the FBI will normally provide personnel to participate in a unified command operation to coordinate state and federal law enforcement assistance.

3. A Joint Information Center, staffed by local, state, and federal public affairs personnel, may be established as part of the unified command organization to collect, process, and disseminate information to the public.

## E. Protective Actions

1. Responders. Emergency personnel responding to a terrorist incident must be protected from the various hazards that a terrorist incident can produce. These include: blast effects, penetrating and fragmenting weapons, fire, asphyxiation, hazardous chemicals, toxic substances, radioactive materials, and disease-causing material. See the discussion of threat weapons and their effects in Appendix 2. Though the type of

protection required varies depending on the hazard, there are three basic principles of protection that apply to all hazards: time, distance, and shielding.

a. Time. Emergency workers should spend the shortest time possible in the hazard area or exposed to the hazard. Use techniques such as rapid entries to execute reconnaissance or rescue and rotate personnel in the hazard area.

b. Distance. Maximize the distance between hazards and emergency responders and the public. For chemical, radiological, and explosive hazards, recommended isolation and protective action distances are included in the *Emergency Response Guidebook* (ERG).

c. Shielding. Use appropriate shielding to address specific hazards. Shielding can include vehicles, buildings, protective clothing, and personnel protective equipment.

2. The Public. Protective actions for the public must be selected and implemented based on the hazards present and appropriate instructions and information provided to the public through usual means of warning and public information. Protective actions for the public may include:

a. Evacuation.

b. Shelter-in-place.

c. Access control to deny entry into contaminated areas.

d. Restrictions on the use of contaminated foodstuffs, normally imposed by the Texas Department of State Health Services (DSHS).

e. Restrictions on the use of contaminated agricultural products before processing will normally be imposed by the Texas Department of Agriculture. These are products destined for food use after processing.

f. Restrictions on the use of contaminated public water supplies, normally imposed by the Texas Commission on Environmental Quality (TCEQ).

g. For incidents involving biological agents, protective actions taken to prevent the spread of disease may include:

1) Isolation of diseased victims within medical facilities.
2) Quarantines to restrict movement of people and livestock in specific geographic areas.
3) Closure of schools and businesses.
4) Restrictions on mass gatherings, such as sporting events.

Such measures are normally recommended and imposed by public health authorities.

## F. Requesting External Assistance

1. Requests for state assistance will be made by the County Judge to the Disaster District Committee (DDC) Chairperson in McAllen, Texas. If a request for assistance cannot be satisfied with resources available in the District, it will be forwarded to the State Operations Center (SOC) for action. If state resources cannot satisfy the request, the State will request assistance from the federal government or other states.

2. Depending on the severity of the incident, the County Judge may issue a local disaster declaration and request assistance from the Governor. The Governor may declare a State of Disaster for the local area and request the President issue an emergency or disaster declaration for the local area. The National Response Plan (NRP) describes the functions of the responding federal agencies for various response and recovery functions. The Nuclear/Radiological Incident Annex of the NRP addresses the federal response for incidents involving radiological materials.

## G. Coordination of Local Medical Response to Biological Weapons Incidents

As the medical response to an incident involving biological agents must include the local medical community as a group, the local and state health departments and federal health agencies directing the response should undertake to coordinate the efforts of local medical providers to ensure that a consistent approach to health issues is taken. Hence, concise information on the threat, recommendations on what should be done to combat it, and instructions on handling victims must be provided to all hospitals, clinics, nursing homes, home health care agencies, individual physicians, pharmacies, school nursing staffs, and other medical providers. The local health department or state public health region field office, that are normally most familiar with community health providers, will typically take the lead in coordinating the local medical response. They may request assistance from local professional organizations in providing information to all members of the local medical community.

## H. Activities by Phases of Emergency Management

1. Mitigation

   Carry out anti-terrorist activities, including:

   a. Identify potential terrorist targets and determine their vulnerability. For targets which may produce hazardous effects if attacked, determine the population and special facilities at risk.

   b. Conduct investigations and criminal intelligence operations to develop information on the composition, capabilities, and intentions of potential terrorist groups.

   c. Develop and implement security programs for public facilities that are potential targets. Recommend such programs to private property owners.

   d. Implement passive facility protection programs to reduce the vulnerability of new and existing government-owned facilities believed to be potential targets. Recommend such programs to private property owners.

e. Encourage all local medical facilities to participate in mass casualty exercises and stock specialized pharmaceuticals, such as chemical agent antidotes.

f. Encourage the reporting of suspicious activity to local law enforcement or the Texas Fusion Center (TFC). The TFC is under the command of the Criminal Intelligence Service (CIS), Criminal Law Enforcement Division of DPS. DPS is the primary State agency responsible for collecting, analyzing, and disseminating criminal intelligence information related to possible terrorist activity. The TFC operates 24-hours a day to receive and respond to reports from the public, local, state, and federal law enforcement agencies. The TFC is staffed by CIS commissioned officers and analysts from the CIS and federal agencies. When warranted, the TFC disseminates actionable intelligence and investigative leads to local law enforcement.

2. Preparedness

a. Conduct or arrange terrorism awareness training and periodic refresher training for law enforcement, fire service, and EMS personnel and for emergency management staff. Conduct training for other agencies such as public works, utilities, and hospitals.

b. Develop emergency communications procedures that take into account the communications monitoring capabilities of some terrorist groups.

c. Maintain terrorist profile information on groups suspected of being active in the local area.

d. Establish appropriate mutual aid agreements.

e. Conduct drills and exercise to test plans, procedures, and training.

f. Conduct awareness programs for businesses that handle inventories of potential weapon making materials and chemicals and ask for their cooperation in reporting suspicious activities.

g. If potential terrorist groups appear to be expanding their activities, consider appropriate increased readiness actions.

3. Response

See the Terrorist Incident Response Checklist in Appendix 1.

4. Recovery

a. Decontaminate incident sites and other affected areas. State and/or federal agencies may oversee this effort, which may be conducted by contractors.

b. Identify and restrict access to all structurally unsafe buildings.

c. Remediate and cleanup any hazardous materials that have or might enter local water, sewer, or storm drainage systems.

d. Provide traffic control for the return of evacuees.

e. Assist in arranging temporary housing for evacuees who cannot return to their homes.

f. Develop and implement appropriate access controls for contaminated areas that cannot be decontaminated and returned to normal use in the near term.

g. Investigate cause of incident and prosecute those believed to be responsible.

h. Maintain records of use of personnel, equipment, and supplies used in response and recovery for possible recovery from the responsible party or reimbursement by the State or federal government.

i. Conduct critical incident stress management activities.

j. Debrief response personnel, prepare incident report, and update plans and procedures on the basis of lessons learned.

k. Restore normal services.

## VI. ORGANIZATION & ASSIGNMENT OF RESPONSIBILITIES

### A. Organization

1. Our normal emergency organization, which is described in section VI.A of the basic plan, will carry out the response to and recovery from terrorist incidents.

2. As terrorist acts often violate state and federal law and regulations, state and federal law enforcement agencies and other agencies having regulatory responsibilities may respond to such incidents. In order to effectively coordinate our efforts with state and federal agencies, we may transition from our normal incident command operation to a unified command organization when the situation warrants.

### B. Assignment of Responsibilities

1. The County Judge will:

   a. Provide policy guidance with response to anti-terrorism and counter-terrorism programs.

   b. Provide general direction for response and recovery operations in the aftermath of a terrorism incident.

2. Emergency Management Coordinator will:

   a. Coordinate regularly with the Sheriff's Office and other law enforcement agencies with respect to the terrorist threat and determine appropriate readiness actions during periods of increased threat.

b. In conjunction with other local officials, make an assessment of the local terrorist threat, identify high-risk targets, determine the vulnerabilities of such targets and the potential impact upon the population, and recommend appropriate mitigation and preparedness activities.

c. In coordination with other local officials, recommend appropriate training for emergency responders, emergency management personnel, and other local officials.

d. Coordinate periodic drills and exercises to test plans, procedures, and training.

e. Develop and conduct terrorism awareness programs for the public and for businesses dealing in weapons or materials that may be used by terrorists to produce weapons.

f. Develop common communication procedures.

g. Promote a business inventory monitoring system.

3. The Incident Commander will:

a. Establish an incident command post (ICP) and control and direct emergency response resources at the incident scene from that ICP to resolve the incident.

b. Determine and implement initial protective actions for emergency responders and the public in the vicinity of the incident site.

c. Provide an initial incident assessment, request additional resource if needed, and provide periodic updates to the EOC.

d. Request a liaison officer from each participating agency be present at the ICP.

e. Establish a specific division of responsibilities between the incident command operation and the EOC.

f. Transition the incident command operation to a unified command operation when significant external resources arrive.

4. Law Enforcement Sheriff's Office will:

a. Conduct anti-terrorist operations and maintain terrorist profile information. Advise the emergency management staff, DPS, and the FBI of significant terrorist threats.

b. Recommend passive protection and security programs for high-risk government facilities and make recommendations for such programs to the owners/operators of private facilities.

c. Conduct terrorism response training programs for the law enforcement personnel and support public education and awareness activities.

d. Provide law enforcement representatives for the Incident Command Post and the EOC.

e. Secure the scene, reroute traffic, and implement crowd control measures if necessary.

f. Make notifications of terrorist incidents to DPS, the FBI, and other law enforcement agencies.

g. Brief emergency response personnel on crime scene protection.

h. Coordinate the deployment and operation of counter-terrorist response elements.

i. Conduct reconnaissance in vicinity of the incident site to identify threats from delayed action and secondary weapons.

j. Organize and conduct evacuation of the public and of special facilities if required.

k. In coordination with state and federal authorities, investigate incident; identify and apprehend suspects.

5. Fire & Rescue Service Volunteer Fire Department will:

a. Coordinate all fire and rescue operations during terrorist incidents.

b. Dispatch and deploy fire personnel and equipment during an emergency.

c. Control fires if necessary.

d. Conduct search and rescue operations as needed

e. Provide support for evacuation operations if requested.

f. Set up decontamination area for emergency responders and victims, if needed.

g. Carry out initial decontamination of victims, if required. Procedures must be available for emergency decontamination of large numbers of people.

h. Identify apparently unsafe structures; restrict access to such structure pending further evaluation by the Public Works/Engineering staff.

i. Identify requirements for debris clearance to expedite fire response and search and rescue.

j. Activate fire and rescue mutual aid as needed.

6. Health and Medical Service Health Department will:

l. Respond to medical emergency calls.

m. If mass casualties have occurred, establish triage.

n. Provide emergency medical care to the injured.

o. Transport patients in a timely manner to appropriate medical facilities.

p. Request medical mutual aid if necessary.

q. Assign a liaison at the ICP and/or EOC, if needed.

7. Facilities Management Department will:

a. Assign liaison personnel to the EOC and Incident Command Post.

b. Clear and/or remove debris as directed.

c. Support search and rescue operations.

d. Provide emergency power and lighting at the incident site upon request.

e. Provide emergency power supplies at other facilities upon request.

f. Provide barricades and temporary fencing as requested.

g. Carry out emergency repairs to streets and bridges as necessary to support emergency operations and restore essential traffic.

h. Conduct preliminary assessment of damage to structures and streets, and utilities.

i. Provide other public works and engineering support for emergency operations as necessary.

j. Request mutual aid assistance, if necessary.

8. Hidalgo County owns no utilities. The Hidalgo County Health Department will assist other utility, water and wastewater entities with:

a. Carry out emergency repairs to water and wastewater systems as necessary to support emergency operations and restore essential public services.

b. In coordination with local and state public heath agencies, ensure the safety of water and wastewater systems. Initiate water conservation procedures, if required.

c. Conduct preliminary assessment of damage to water, wastewater and drainage systems, and utilities

d. Identify to the EOC requirements for emergency drinking water supplies from outside sources if needed.

9. All Other Departments and Agencies

a. Provide personnel, equipment, and supply support for emergency operations upon request.

b. Provide trained personnel to staff the EOC.

c. Provide technical assistance to the Incident Commander and the EOC upon request.

d. Participate in terrorism awareness training, drills, and exercises.

## VII. DIRECTION & CONTROL

**A.** The County Judge shall, pursuant to NIMS, provide general guidance for emergency operations, including the response to terrorist incidents. During periods of heightened terrorist threat or after an incident has occurred, the local EOC will be activated.

**B.** The EMC will provide overall direction of the terrorist incident response activities of our departments and agencies. During terrorist incidents, he/she will normally carry out those responsibilities from the EOC.

**C.** The Incident Commander, assisted by a staff sufficient for the tasks to be performed, will manage the emergency response at the incident site from an ICP. If terrorist attacks affect multiple widely separated facilities, separate incident command operations may be set up.

**D.** If our own resources are insufficient or inappropriate to deal with an emergency situation, we may request assistance from other jurisdictions pursuant to mutual aid agreements or from organized volunteer groups. Mutual aid personnel and volunteers will normally work under the immediate control of their own supervisors. All response agencies are expected to conform to the general guidance provided by our senior decision-makers and carry out mission assignments directed by the Incident Commander or the EOC.

**E.** In a large-scale terrorist incident, significant help will be needed from other local governments, state agencies, and the federal government. As these external resources arrive, it is anticipated that a transition will be made from the normal incident command system to a unified command operation. In a unified command arrangement, leaders of all participating response forces agree on general objectives, priorities, and strategies for resolving the emergency situation.

## VIII. READINESS LEVELS

### A. Readiness Level IV – Normal Conditions

See the mitigation and preparedness activities in paragraphs V.H.1) and V.H.2) above.

**B. Readiness Level III - Increased Readiness**

1. When local law enforcement personnel determine or are advised by DPS or the FBI that there is a credible threat of near-term local terrorist action, law enforcement personnel shall alert the [County Judge/Mayor], EMC, and other appropriate local officials. Those individuals shall review the potential emergency situation, plans, and procedures, and determine and implement appropriate readiness actions. These may include:

    a. expanding criminal intelligence operations;
    b. reviewing personnel and equipment status and taking actions to enhance resource availability;
    c. reviewing inventory of critical consumable supplies, filling shortages, and increasing stocks if needed;
    d. increasing security at and surveillance of public facilities that are potential targets,
    e. recommending to the owners or operators of privately-owned facilities that they take similar steps;
    f. briefing local public health and hospital managers on the potential threat; and
    g. placing selected emergency response elements on higher state of readiness.

2. Consistent with the need for security to protect intelligence sources and depending on the situation, disseminate non-sensitive threat awareness information to the public.

**C. Readiness Level II – High Readiness**

1. Further increase security at and surveillance of potential targets.

2. Further increase readiness of emergency response forces and advise public health and medical facilities to do likewise.

3. Consider partial activation of the EOC to monitor situation and maintain data on resource status.

4. Depending on the specific situation and the need for security to protect intelligence sources, disseminate non-sensitive information and, if needed, instructions to the public.

**D. Readiness Level I – Maximum Readiness**

1. Implement most rigorous security measures.

2. Bring response forces to maximum readiness.

3. Activate the EOC to monitor the situation and maintain data on resource status.

4. Disseminate non-sensitive information and, if needed, instructions to the public.

5. Determine and implement precautionary protective measures for the public in selected areas or for specific facilities where appropriate.

## IX. ADMINISTRATION & SUPPORT

### A. Reports & Records

1. Situation Report. During emergency operations for terrorist incidents, a daily situation report should be prepared and distributed during to the local Disaster District, the Governor's Division of Emergency Management, and the local FBI office. See Annex N, Direction and Control, for the format of and instructions for this report.

2. Records Relating to Emergency Operations

   a. Activity Logs. The Incident Command Post and the EOC shall maintain accurate logs recording key response activities and the commitment of resources.

   b. Cost Records for Terrorist Incident Response. For terrorist incidents, all departments and agencies participating in the emergency response shall maintain detailed records of labor costs, equipment usage, and supplies expended. These records may be used to recover allowable response and recovery costs from the federal government in the event a federal emergency or disaster declaration is issued by the President.

### B. Preservation of Records

As terrorists often target government facilities, government records are at risk during terrorist incidents. To the extent possible, legal, property, and tax records should be protected. The principal causes of damage to records are fire and water. If government records are damaged during the incident response, the EOC should be promptly advised so that timely professional assistance can be sought to preserve and restore them.

### C. Post-Incident Review

The County Judge is responsible for organizing and conducting a critique following the conclusion of a significant terrorist incident in accordance with the guidance contained in section IX.E of the Basic Plan.

## X. ANNEX DEVELOPMENT & MAINTENANCE

**A. Development**. The Sheriff is responsible for developing and maintaining this annex.

**B. Maintenance**. This annex will be reviewed annually and updated in accordance with the schedule outlined in section X of the Basic Plan.

## XI. REFERENCES

FEMA, Guide for All-Hazard Emergency Operations Planning (SLG-101).

US Department of Transportation/Transport Canada, *Emergency Response Guidebook.*

Jane's Information Group, *Jane's Chem-Bio Handbook*.

**APPENDICES:**

1 ..... Terrorist Incident Response Checklist
2 ..... Terrorist Weapons, Effects, & Emergency Response Needs
3 ..... Specialized Response Resources

**TERRORIST INCIDENT RESPONSE CHECKLIST**

The response actions below are most appropriate for an incident involving conventional weapons, nuclear devices, or chemical agents where there is a specific incident location.

| ✓ | Action Item | Assigned |
|---|---|---|
| | INITIAL RESPONSE: | |
| | 1. Deploy response forces | |
| | 2. Activate incident command post at the incident site to direct emergency operations. | |
| | 3. If incident appears to be terrorism-related, ensure law enforcement personnel are advised and respond to the incident site. | |
| | 4. Isolate the area and deny entry. Reroute traffic as needed. | |
| | 5. Determine and report:<br>▪ Observed indicators of use of chemical/biological weapons<br>▪ Wind direction and weather conditions at scene<br>▪ Plume direction, if any<br>▪ Approximate number of apparent victims<br>▪ Orientation of victims<br>▪ Types of victim injuries and symptoms observed<br>▪ Observations or statements of witnesses | |
| | 6. If possible, determine type of weapon used using appropriate detection equipment, response guides, damage characteristics, and casualty symptoms | |
| | 7. Establish scene control zones (hot, warm, and cold) and determine safe access routes & location of staging area. Establish initial operating boundaries for crime scene and incident area. | |
| | 8. Implement crowd control measures, if necessary | |
| | 9. Determine & implement requirements for protective clothing and equipment for emergency responders. | |
| | 10. Establish communications among all response groups. | |
| | 11. Protect against secondary attack. | |
| | 12. Activate the EOC to site support emergency operations. | |
| | 13. Determine requirements for specialized response support. | |
| | 14. Make notification to state and federal law enforcement and emergency management agencies. | |
| | 15. Obtain external technical assistance to determine potential follow-on effects. | |
| | 16. Request/deploy hazardous materials response team, if appropriate. | |
| | 17. Request/deploy bomb squad or ATF support, if appropriate. | |
| | 18. Identify areas that may be at risk from delayed weapon effects.<br>▪ Determine & implement protective measures for public in those areas.<br>▪ Determine & implement protective measures for special facilities at risk. | |
| | 19. Extinguish fires and identify potential hazards such as ruptured gas lines, downed power lines and residual hazardous materials. | |
| | 20. Make notifications to adjacent jurisdictions that may be affected. | |
| | 21. If the effects of the incident could adversely affect water or wastewater systems, advise system operators to implement protective measures. | |

| ✓ | Action Item | Assigned |
|---|---|---|
| | MEDICAL MANAGEMENT: | |
| | 22. Advise EMS and hospitals of possibility of mass casualties/contaminated victims. | |
| | 23. Establish site for patient triage. | |
| | 24. Establish site for gross decontamination (if appropriate) and a casualty collection area for decontaminated victims located away from the site of primary emergency operation, but accessible by transport vehicles. | |
| | 25. Conduct initial triage and provide basic medical aid to victims in warm zone if protective equipment is not required. | |
| | Conduct gross decontamination of victims showing signs of contamination. Separate victims that show no signs of contamination for evaluation. | |
| | 26. Conduct follow-on triage & treatment of victims in cold zone. | |
| | 27. Transport victims to medical facilities for further treatment. | |
| | 28. Request state and/or federal medical assistance, if needed. | |
| | FATALITY MANAGEMENT: | |
| | 30. Alert [Medical Examiner, Justices of the Peace] and funeral directors of any potential mass fatality situation and arrange for temporary holding facilities for bodies, if necessary. Highlight need to preserve evidence. | |
| | 31. Coordinate with [Justices of Peace/Medical Examiner] to determine autopsy requirements for victims. | |
| | 32. Transport deceased to morgue, mortuary, or temporary holding facilities. | |
| | OTHER RESPONSE ACTIONS: | |
| | 33. Request additional response resources, if needed.<br>• Activate mutual aid agreements<br>• Request state or federal assistance, as needed | |
| | 34. Designate staging areas for incoming resources from other jurisdictions, state and federal agencies, and volunteer groups separate from operational staging area. | |
| | 35. If evacuation has been recommended:<br>▪ Activate shelter/mass care facilities to house evacuees.<br>▪ Provide transportation for evacuees without vehicles.<br>▪ Provide security for shelters. | |
| | 36. If evacuation of special facilities (schools, nursing homes, hospitals, correctional facilities) has been recommended:<br>▪ Assist facilities in arranging suitable transportation and carrying out evacuation.<br>▪ Assist facilities in arranging suitable temporary reception facilities. | |
| | 37. Provide information and instructions to the public.<br>▪ Activate emergency public information operation.<br>▪ Identify facilities for use by media. | |
| | 38. Identify, collect, and control evidence and conduct investigations. | |
| | 39. Pursue and arrest suspects. | |
| | 40. Provide security in evacuated areas, if feasible. | |
| | 41. Establish and operate access control points for contaminated areas | |
| | 42. For incidents involving biological agents, consider measures to restrict person-to-person transmission of disease such as quarantine, closure of schools and/or businesses, and restrictions on mass gatherings. | |

| ✓ | Action Item | Assigned |
|---|---|---|
| | 43. Alert human resources agencies to provide disaster mental health services and human services support to victims. | |
| | 44. Determine how pets, livestock, and other animals left in evacuated or contaminated areas will be handled. | |
| | 45. Decontaminate essential facilities and equipment, if feasible. | |
| | 46. Request technical assistance in assessing environmental effects. | |

**USEFUL POINTS OF CONTACT**

| Organization | Provides | Contact No. |
|---|---|---|
| | | |
| CHEMTREC | Technical assistance for hazardous materials incidents. | 1-800-262-8200 (24 hours) |
| CHEM-TEL | Technical assistance for hazardous materials incidents. | 1-800-255-3924 (24 hours) |
| National Response Center Chem-Bio Hotline | Reporting center for suspected terrorist activity as well as technical assistance regarding chemical & biological agents for state and local emergency responders. | 1-800-424-8802 (24 hours) |
| Department of State Health Services, Radiation Program | Technical assistance for emergency responders for incidents involving radiological materials. | 512-458-7460 (24 hours) |
| Texas Fusion Center | The central facility for collecting, analyzing, and disseminating intelligence information related to terrorist activities for the state. | 512-424-7981<br>866-786-5972<br>512-424-7418 fax |
| Local/Nearest DPS Office | State law enforcement assistance. | 956-984-5600 |
| Local/Nearest FBI Office | Federal law enforcement assistance. | 956-984-6300 |
| Local/Nearest ATF Office | Federal expertise in explosive devices. | 956-661-7930 |
| Nearest Bomb Squad | Explosive ordnance disposal assistance. | 956-681-2000 |
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| | | |
| | | |

## TERRORIST WEAPONS, EFFECTS, & EMERGENCY RESPONSE NEEDS

### 1. Conventional Weapons, Explosives & Incendiary Devices

A. Weapon Types

1) Conventional Weapons & Explosives. Conventional weapons include guns, rocket-propelled grenades, and similar weapons. Explosives include military and commercial explosives, such as RDX, Tritonol, dynamite, and ammonium nitrate – fuel oil (ANFO). The casualty potential of conventional explosive devices may be increased by packing metallic materials such as bolts or nails around the explosive to generate lethal fragments that can inflict casualties at considerable distances.

2) Incendiary Devices. Incendiary devices are designed to ignite fires. They may use liquids, such as gasoline or kerosene, or gases, such as propane, as their fuel. Incendiary devices have been a favorite weapon of terrorists due to the ready availability of materials needed to build such devices.

3) Combination Device. Conventional explosive and incendiary materials may be used in combination to produce blast damage and fires.

B. Weapons Effects

1) Conventional Explosives

a) Significant blast damage to structures, including building and wall collapse, and blast casualties.
b) Fragmentation casualties from bomb fragments, debris, and broken glass.
c) Fires are possible.

2) Incendiary Devices

a) Fires.
b) Secondary explosions are possible.
c) Burn casualties.

3) Combination Devices

a) Significant blast damage to structures, including building and wall collapse, and blast casualties.
b) Fires.
c) Fragmentation casualties from bomb fragments, debris, and broken glass.

C. Indications of Use

1) Conventional Explosives

a) Prior warning or threat.
b) Presence of triggering devices, such as blasting caps or timers.
c) Explosive residue at scene or results from detection instruments.
d) Indications of deliberately introduced fragmentation materials.

2) Incendiary Devices

a) Prior warning or threat.
b) Multiple fire locations.
c) Signs of accelerants or results from detection instruments.
d) Presence of propane/butane cylinders in other than typical locations
e) Presence of containers for flammable liquids.

D. Emergency Response Guidance

If hazardous materials are encountered in the response to an attack with conventional explosives or incendiary devices, consult the US Department of Transportation *Emergency Response Guidebook* (ERG).

E. Response Needs

1) Personal protective equipment for emergency responders.
2) Medical evacuation and treatment for mass casualties.
3) Search and rescue teams for collapsed structures.
4) Firefighting.
5) Hazmat response team.
6) Mortuary support for mass fatalities.
7) Evacuation assistance.
8) Access control for incident site.
9) Shelter and mass care for evacuees.
10) Investigative resources

**2. Nuclear Devices & Materials**

A. Weapons Types

1) Radiation Dispersal Device. Radioactive materials in powder form are packed around conventional explosives. When the explosive device detonates, it disperses the radioactive material over a wide area. Such devices do not require weapons grade radioactive materials; they may be constructed from materials obtained from medical or industrial equipment in common use.

2) Improvised Nuclear Device (nuclear bomb). Use of this type of device is considered unlikely. It would be extremely difficult for terrorists to build or acquire such a device because a substantial quantity of weapons-grade fissionable materials, extensive equipment, and technical expertise would be needed. It would be extremely difficult to obtain the weapons grade fissionable material required to construct such a device.

3) Nuclear Weapon. It is considered very unlikely that terrorists would use military nuclear weapons because such weapons are normally secured, strictly controlled, and frequently incorporate safety features to prohibit unauthorized use.

B. Weapons Effects

All of the weapons listed could spread radioactive materials if detonated, which could pose immediate danger to life at high levels and long-term adverse health effects at lower levels. In addition, each of these weapons can produce both immediate radiological effects and residual radioactive contamination.

1) Radiological Dispersal Device

   a) Some blast damage to structures.
   b) Some blast casualties.
   c) Some fragmentation damage to structures and casualties among people.
   d) Localized radiological contamination
   e) Fires are possible.

2) Improvised Nuclear Device or Nuclear Weapon

   a) Extensive blast damage to structures, including building and wall collapse
   b) Significant blast casualties.
   c) Significant fragmentation casualties from debris, broken glass, and other materials.
   d) Extensive radiological contamination.
   e) Extensive fire effects.

C. Indications of Use

1) Prior warning or threat.
2) Reports of stolen radiological sources or nuclear materials.
3) Use of these weapons may produce damage and casualties similar to that produced by a conventional high explosive bomb. Radiological detection equipment will be needed to confirm the presence of radioactive materials.

D. Emergency Response Guidance

1) Radiation Dispersal Device – ERG Guide 163
2) Improvised Nuclear Device or Nuclear Weapon – ERG Guide 165

E. Response Needs

1) Personal protective equipment for emergency responders.
2) Mass personnel decontamination.
3) Medical evacuation and treatment for mass casualties.
4) Urban search and rescue teams for collapsed structures.
5) Firefighting.
6) Radiological monitoring and assessment teams.
7) Mortuary support for mass fatalities.
8) Evacuation assistance.
9) Access control for incident site and contaminated areas.
10) Shelter and mass care for evacuees.

**3. Chemical Weapons**

A. Weapon Types. Letters in parenthesis are military designators for these agents.

1) Nerve Agents. Nerve agents are some of the most toxic chemicals in the world; they are designed to cause death within minutes of exposure. Lethal doses may be obtained by inhaling the agent in aerosol or vapor form or having the agent deposited on the skin in liquid form. Examples include Sarin (GB), Soman (GD), and V agent (VX),

2) Blister agents. Blister agents cause blisters, skin irritation, damage to the eyes, respiratory damage, and gastrointestinal effects. Their effect on exposed tissue is somewhat similar to that of a corrosive chemical like lye or a strong acid. Examples include Mustard (H) and Lewisite (L).

3) Blood Agents. Blood agents disrupt the blood's ability to carry oxygen and cause rapid respiratory arrest and death. Examples include potassium cyanide and hydrogen cyanide (AC).

4) Choking Agents. Choking agents cause eye and airway irritation, chest tightness, and damage to the lungs. These agents include industrial chemicals such as chlorine (CL) and phosgene (CG).

5) Hallucinogens, Vomiting Agents, and Irritants. These materials cause temporary symptoms such as hallucinations, vomiting, and burning and pain on exposed mucous membranes and skin, eye pain and tearing, and respiratory discomfort. The effects of these agents are typically short lived; they are generally designed to incapacitate people and typically do not pose a threat to life.

B. Other Emergency Response Considerations.

1) Agent Form

Some nerve and blister agents are normally in liquid form. When used as weapons, most chemical agents are delivered in aerosol form to maximize the area covered, although some may be delivered as a liquid. An aerosol is defined as a suspension or dispersion of small particles (solid or liquids) in a gaseous medium. Dissemination methods range from spray bottles and backpack pesticide sprayers to sophisticated large-scale aerosol generators or spray systems.

2) Persistency

Chemical agents may be either persistent or non-persistent. Non-persistent agents evaporate relatively quickly. Persistent agents remain for longer periods of time. Hazards from both vapor and liquid may exist for hours, days, or in exceptional cases, weeks, or months after dissemination of the agent.

C. Weapons Effects

The primary effects of chemical agents are to incapacitate and kill people.

1) Minute doses of nerve agents cause pinpointing of the pupils (miosis), runny nose, and mild difficulty breathing. Larger doses cause nausea, vomiting, uncontrolled

movement, loss of consciousness, breathing stoppage, paralysis, and death in a matter of minutes. G-agents are non-persistent, while V agents are persistent.

2) Blister agents cause eye irritation and reddening of the skin in low doses. Larger doses produce eye and skin blisters, airway damage, and lung damage, causing respiratory failure. Some blister agents, such as mustards, are persistent in soil, while other blister agents are considered non-persistent.

3) Blood agents inhibit the transfer of oxygen in the body and produce intense irritation of the eyes, nose, and throat, breathing tightness, convulsions, and respiratory arrest, causing death. Blood agents are considered non-persistent.

4) Choking agents produce eye and airway irritation and lung damage, which may lead to death. Choking agents are generally non-persistent.

5) Vomiting agents and Irritants have relatively short-term incapacitating effects. These symptoms seldom persist more than a few minutes after exposure and the agents are considered non-persistent.

D. Indications of Use

1) Prior warning or threat.
2) Explosions that disperse mists, gases, or oily film.
3) Presence of spray devices or pesticide/chemical containers.
4) Unexplained mass casualties without obvious trauma.
5) Casualties exhibit nausea, breathing difficulty, and/or convulsions.
6) Odors of bleach, new mown grass, bitter almonds, or other unexplained odors.
7) Dead birds, fish, or other animals and lack of insects at the incident site and areas downwind.
8) Alarms by chemical detection systems.

E. Emergency Response Guidance

1) Nerve Agents. Use ERG Guide 153. Antidotes to nerve agents, including atropine and 2-PAM Chloride, must be given shortly after exposure to be effective.
2) Blister Agents. Use ERG Guide 153.
3) Blood Agents
   a) If the agent is positively identified as Cyanogen chloride, use ERG Guide 125.
   b) If the agent is positively identified as Hydrogen cyanide, use ERG Guide 117.
   c) If you suspect a blood agent has been used, but have not positively identified it, use ERG Guide 123.
4) Choking Agents
   a) If the agent is positively identified as Chlorine, use ERG Guide 124.
   b) If the agent is positively identified as Phosgene, use ERG Guide 125.
   c) If you suspect a choking agent has been used, but have not positively identified it, use ERG Guide 123.
5) Irritants
   a) For tear gas or pepper spray, use ERG Guide 159.
   b) For mace, use ERG Guide 153.

F. Response Needs

1) Personal protective equipment for emergency responders.
2) Mass decontamination capability.
3) Medical evacuation and treatment for mass casualties.
4) Hazmat response teams.
5) Mortuary support for mass fatalities.
6) Evacuation assistance.
7) Access control for incident site and contaminated areas.
8) Shelter and mass care for evacuees.

**4. Biological Weapons**

A. Weapon Types. Biological agents are intended to disable or kill people by infecting them with diseases or introducing toxic substances into their bodies. Such agents are generally classified in three groups:

1) Bacteria and Rickettsia. Bacteria and rickettsia are single celled organisms which cause a variety of diseases in animals, plants and humans. Bacteria are capable of reproducing outside of living cells, while rickettsia require a living host. Both may produce extremely potent toxins inside the human body. Among the bacteria and rickettsia that have been or could be used as weapons are:

a) Anthrax
b) Plague
c) Tularemia or Rabbit Fever
d) Q fever

2) Viruses. Viruses are much smaller than bacteria and can only reproduce inside living cells. Among the viruses that could be used as weapons are:

a) Smallpox
b) Venezuelan Equine Encephalitis (VEE)
c) Viral Hemorrhagic Fever (VHF)

3) Toxins. Toxins are potent poisons produced by a variety of living organisms including bacteria, plants, and animals. Biological toxins are some of the most toxic substances known. Among the toxins that have been or could be used as weapons are:

a) Botulinum toxins
b) Staphylococcal enterotoxins
c) Ricin
d) Mycotoxins

B. Other Emergency Response Considerations

1) Means of Dissemination

a) Inhalation of agent in aerosol form. An inhalation hazard may be created by spraying a biological agent. Many biological agents, such as viruses, may also

be readily transmitted from an affected person to others in aerosol form by coughing and sneezing. This can result in the rapid spread of disease-causing agents.

b) Ingestion in food, water, or other products that have been contaminated with agents.
c) Skin contact or injection. Some agents may be transmitted by simple contact with the skin or by injection.

2) Unique Aspects of A Biological Agent Attack

a) As there are few detection systems for biological agents available, an attack with biological agents may not be discovered until public health authorities or medical facilities observe people becoming sick with unusual illnesses. Casualties may occur hours, days, or weeks after exposure. Medical investigators will normally undertake to determine the source and cause of such illnesses and how it is spread.
b) In the aftermath of an attack with biological agents, public health agencies will normally take the lead in determining actions that must be taken to protect the public, although state and local governments may implement those actions.
c) There may be no local crime scene or incident site; the initial dissemination of the agent may have occurred in another city or another country and affected travelers may bring disease into the local area.
d) As people affected by some biological agents, such as viruses, are capable of spreading disease to others, the emergency response to a biological attack may have to include medical isolation of affected patients and quarantines or other restrictions on movement of people or animals. It may also be necessary to restrict opportunities for person-to-person transmission by closing schools and businesses or curtailing mass gatherings such as sporting events.

C. Weapon Effects

Biological agents are used to both incapacitate and to kill. Some agents make people seriously ill, but rarely kill those affected; these may create a public health emergency. Others, such as anthrax and many toxins, kill those affected and may create both a public health emergency and a mass fatality situation.

D. Indications of Use

1) If there is a local incident site, the following may be indicators of the use of biological weapons:

a) Advance warning or threat.
b) Unusual dead or dying animals
c) Unusual casualties – pattern inconsistent with natural disease or disease that does not typically occur in the local area.
d) Aerosol containers or spray devices found in other than typical locations of use.
e) Presence of laboratory glassware or specialized containers.
f) Biohazard labels on containers.
g) Evidence of tampering with foodstuffs and water distribution systems.
h) Indications of tampering with heating/air conditioning systems.

2) For many biological agent attacks, medical assessment of affected people, autopsy results, and follow-on medical investigation will be required to confirm the use of biological agents.

E. Emergency Response Needs

1) Personal protective equipment for emergency responders.
2) Chemical, biological, and radiological detection equipment.
3) Decontamination capability.
4) Specialized pharmaceuticals.
5) Medical evacuation and treatment for mass casualties.
6) Public health prevention programs.
7) Mortuary support for mass fatalities.
8) Access control for incident site, if one exists.
9) Personnel support for quarantine operations.
10) Public health investigative resources.

**SPECIALIZED RESPONSE RESOURCES**

During the response to a terrorist incident, the local resources used for most emergency situations will be used. Because of the potentially great damage, contamination, casualties, and fatalities that may be generated by large-scale terrorist incidents, specialized response resources may be needed from the state and federal government to supplement those available locally. Some of those resources are outlined below. Requests for state or federal resources should be channeled to the local DDC Chairperson.

| RESOURCE NEED | SOURCE | RESOURCES |
|---|---|---|
| Assessment & Technical Assistance | State: | TXARNG/6th WMD/Civil Support Team |
| | Other: | CHEMTREC (1-800-262-8200) |
| | Federal: | Chemical/Biological Hotline (1-800-424-8802) |
| | | Other WMD/Civil Support Teams |
| | | Military Resources |
| Hazmat Response Support | State: | Texas Commission on Environmental Quality |
| | Federal: | National Response Center |
| | | Regional Response Teams |
| Medical Care & Public Health Support | Federal: | Disaster Medical Assistance Teams (DMATs) |
| | | Military medical units |
| | | Military hospital support |
| Radiological Monitoring & Assessment | State: | Department of State Health Services, Radiation Program |
| | Other: | Assistance is available from other states pursuant to an interstate compact |
| | Federal: | US Dept. of Energy Radiation Assistance Program |
| | | US Dept. of Energy Federal Radiological Monitoring & Assessment Center |
| | | US Environmental Protection Agency Radiological Emergency Response Teams |
| | | Military resources |
| Urban Search & Rescue | State: | Texas Search & Rescue Task Force 1 |
| | Federal: | Other National Urban Search & Rescue System Task Forces |
| Security, Traffic Control, & Access Control | State: | Dept. of Public Safety |
| | | Parks & Wildlife Dept. |
| | | Texas Forest Service |
| | | National Guard |
| | Federal: | Military resources |
| Victim Identification & Mortuary Services | Federal: | FBI |
| | | Disaster Mortuary Teams (DMORTs) |

**AI-28093** **12. A.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted By:** Griselda Salazar, IT DEPARTMENT

**Department:** IT DEPARTMENT

## Information

**CAPTION**

EMERGENCY MANAGEMENT

Authorization to enter a month to month end user agreement with Seacoast Telecommunications Service, dba, Link2 Exchange (REQUISITION # 198846) for the following:

| Qty: | Service Description: | Service Cost: | Dates: |
|---|---|---|---|
| 5 | OM FULL EXCHANGE MAILBOXES (INCLUDES OWA) | 5 mailboxes @ $9.95 = $49.75 X 5/mos = $248.75 | Upon award - December 2011 |
| 5 | OM ACTIVE SYNC-ANDROID | 5 phones @ $2.50 = $12.50 X 5/mos = $62.50 | Upon award - December 2011 |

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** 1-1100-429-00-110-075-0-341

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

**BUDGETARY IMPACT:**

Funding is available for Req# 198846 as of 8/17/11.

## Attachments

Backup

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/17/2011 08:00 AM |
| Dale Kennan | Dale Kennan | 08/17/2011 11:47 AM |
| Auditor's Office | Arcilia Duran | 08/17/2011 01:38 PM |
| Purchasing Department | Marty Salazar | 08/17/2011 03:53 PM |

Form Started By: Griselda Salazar Started On: 08/16/2011 04:41 PM

Final Approval Date: 08/17/2011

# Requisition

**Req # 00198846**

**PO #**

**Date: 07/11/11**

**Bill To:** x
x

**Vendor :** 345644

SEACOAST TELECOMMUNICATONS SERVICE BI
D/B/A LINK 2 EXCHANGE
**P O BOX 216**
DOVER NH 03820
FAX (603)742-1887

**Ship To:** COUNTY JUDGE
100 E. CANO STREET
2ND FLOOR
EDINBURG TX 78539

**Contact:** **M. HINOJOSA**
**956-318-2615**

**Contract No:**

**Special Instructions:**

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| 5.00 | LOT | OM FULL EXCHANGE MAILBOXES (INCLUDES OWA)<br>(5 MAILBOXES @ $9.95 = $49.75 MONTHLY X 5 MONTHS = $248.75)<br>AUGUST-DECEMBER | 49.75 | 248.75 |
| 5.00 | LOT | OM ACTIVE SYNC-ANDROID<br>(5 PHONES @ $2.50 = $12.50 MONTHLY X 5 MONTHS = $62.50) | 12.50 | 62.50 |
| | | Account No | Encumbrance | |
| | | 1-1100-429-00-110-075-0-341 | 311.25 | |
| | | | Freight | .00 |
| | | | Total | 311.25 |

**Authorized By:** _____

Vendor # 345644
Req # 198846



Link2Exchange

EMAIL SOLUTIONS FOR WHEREVER YOUR BUSINESS TAKES YOU

your quote contact

# Quote Work Sheet

## Exchange Mailboxes ?

| 5GB Mailboxes | | Setup | Monthly |
|---|---|---|---|
| | Advanced Virus & Spam Filtering | | $0.00 |
| 5 | Full Exchange Mailboxes (Includes OWA) | | $49.75 |
| 0 | OWA Only Mailboxes | | $0.00 |

## Mobile Wireless Syncing ?

| | | | | |
|---|---|---|---|---|
| 0 | BlackBerry Sync - BES | Free for 6 Months! | $0.00 | $0.00 |
| 5 | ActiveSync - iPhone, DROID, Windows & Palm | | | $12.50 |

## SharePoint Services ?

| | | | |
|---|---|---|---|
| 50 MB Free SharePoint<br>Free 50MB SharePoint site included with 5+ Exchange Mailboxes | | $0.00 | $0.00 |

## Remote Control Setup ?

| | | |
|---|---|---|
| I would like 0 computers configured by your support team. | $0.00 | |

## Total

| | | |
|---|---|---|
| Promo Code: | Setup: | $0.00 |
| | Monthly: | $62.25 |

TRY IT FREE

Clear Quote

Setup: **$0.00**
Monthly: **$62.25**

TRY IT FREE

### Need Help?

If after reviewing the account setup options you are not completely sure which options to choose, please allow us to assist you.

**Have a Customer Care Representative Contact Me for Assistance**

Name:

Phone

Time To Call:

Contact Me

Or you may call us direct at 1 888 509 8555

Secured by [illegible] 2011-06-27

VISA DISCOVER

## Email This Quote

Enter the email addresses below separated by a comma and we will email them a link to this quote.

Email: name@website.com Quote title: Send Quote

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# WIRELESS DEVICE REQUEST FORM W.2011.2

**TYPE OF REQUEST**

**County Owned Wireless Device:**
- ☐ Office Use *or* ☐ Individual
- ☐ Name Change
- ☐ Equipment Change
- ☐ Plan Change
- ☐ Delete Service

**Wireless Data Device:**
- ☐ Data Card
- ☐ Blackberry
- ☑ Other: Full Exchange Mailboxes

**Stipend:**
- ☐ Cellular Telephone $50/mo
- ☐ Data Pad $25/mo

**COUNTY OWNED WIRELESS DEVICE**

Office Use / Employee: OFFICE USE Employee ID#_____ Signature:_____

Department: Emergency Management Dept#: 110

Quantity: 5

Service: $44.75/mo (x) 5 months = 248.75 Account: 1-1100-429-00-110-075-0 -341 ~~-532~~

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

**Requisition Total:** $ 311.25 **Requisition Number:** 198846

**STIPEND**

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____ -532

**Total:**_____

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

Signature | Ramon Garcia (Print Name) | Date

**(3) Executive Office Authorization (Commissioner's Court Departments Only):**

Signature | Print Name | Date

**(4) IT DEPARTMENT ONLY:**

**Service Type Codes:** _____

**Commissioner's Court Action:** **Commissioner's Court Date:** 8/23/11

☐ **Approved Date:** _____ ☐ **Disapproved**

*Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html. EXAMPLE 2.*

Revised: 03/09/2011

# WIRELESS DEVICE REQUEST FORM W.2011.2

**TYPE OF REQUEST**

**County Owned Wireless Device:**
- ☐ Office Use or ☐ Individual
- ☐ Name Change
- ☐ Equipment Change
- ☐ Plan Change
- ☐ Delete Service

**Wireless Data Device:**
- ☐ Data Card
- ☐ Blackberry
- ☑ Other: Active Sync - Android

**Stipend:**
- ☐ Cellular Telephone $50/mo
- ☐ Data Pad $25/mo

**COUNTY OWNED WIRELESS DEVICE**

Office Use / Employee: OFFice Use Employee ID#_____ Signature:_____

Department: Emergency Management Dept#: 110

Quantity: 5

Service: $12.50 /mo (x) 5 months = 62.50 Account: 1-1100-429-00-110-075-0- 341 ~~-532~~

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

**Requisition Total:** $311.25 **Requisition Number:** 198846

**STIPEND**

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____ -532

**Total:**_____

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

Signature Ramon Garcia Print Name _____ Date

**(3) Executive Office Authorization (Commissioner's Court Departments Only):**

_____ Signature _____ Print Name _____ Date

**(4) IT DEPARTMENT ONLY:**

**Service Type Codes:** _____

**Commissioner's Court Action:** **Commissioner's Court Date:** 8/23/11

☐ **Approved Date:** _____ ☐ **Disapproved**

*Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information. http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2*

Revised: 03/09/2011

**AI-28084** **13. A.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Pete de la Cruz **Submitted By:** Estella Webber, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

Urban County Program is requesting an eighty (80) day contract extension with ASAGO Construction for the construction of sewer improvements in Colonia De Anda & Saenz in Pct. # 1 under the TDRA Colonia Construction Grant # 729055.

### BACKGROUND

UCP is requesting approval of an eighty (80) day contract extension due to extenuating circumstances such as that we found that a sewer section of about 680 linear feet that should have connected Colonia De Anda & Saenz to a lift station was not in place. Therefore, the contractor, ASAGO can't complete the sewer improvements until this section is installed and completed. The additional sewer section will have to be bid out and completed before ASAGO can continue with their sewer improvements. The contract start date is November 30, 2010 and new contract end date will be November 15, 2011.

## Attachments

contract

cert of insurance

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/16/2011 03:40 PM |
| Perla Lopez | Perla Lopez | 08/17/2011 01:52 PM |
| Auditor's Office | Arcilia Duran | 08/17/2011 02:04 PM |
| Purchasing Department | Marty Salazar | 08/17/2011 03:12 PM |

Form Started By: Estella Webber Started On: 08/16/2011 02:59 PM

Final Approval Date: 08/17/2011

# CONSTRUCTION CONTRACT

This Agreement, entered into this 30th day of November, 2010 by and between **HIDALGO COUNTY** (hereinafter called the "Owner, acting herein through its **Judge, Ramon Garcia,** and **ASAGO L.L.C. dba ASAGO CONSTRUCTION)** of **Mission, Texas,** County of Hidalgo, and State of Texas, hereinafter called "Contractor".

**WITNESSETH**

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

**TDRA PROJECT # 729055**

**Sewer Improvements & Yard Line Connections for Colonia De Anda, Saenz, and Perez Subdivision in the City of Mercedes ETJ area in Pct. # 1, Hidalgo County, Texas.**

**Project consists of first time main sewer lines, laterals, sewer taps, manholes, caps, caliche drive repairs, caliche street repairs, trench & trench safety, extension of yard service lines, connections to home discharge lines and remediation of existing septic tanks and related appurtenances to Colonia De Anda & Saenz. Perez Subdivision will only include sewer taps, extension of yard service lines, connections to home discharge lines and remediation of existing septic tanks and related appurtenances**

Hereinafter called the project, for the sum of **($148,186.00)** One Hundred Forty-Eight Thousand, One Hundred and Eight Six Dollars & Zero Cents and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents, therefore as prepared by **Guzman & Munoz Engineering and Surveying, Inc.** **and** as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **180** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$200.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

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

Contractor

Name of Firm: **ASAGO L.L.C. dba Asago Construction**

Address: **2113 Pecos St.**

**Mission, Texas 78572**

Fed. I.D. #/S.S. #: **74-2821087**

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

This instrument was acknowledged before me on this the 15th day of December, 2010, by Raul Iglesias, Owner/Manager of and on behalf of ASAGO L.L.C. dba Asago Construction
(title) (a corporation) **(a partnership)** (an individual).

DEBBIE RAE VALDEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-27-2013

Notary Public - Signature

**COUNTY OF HIDALGO**

**ATTEST:**

**Witness**

**Ms. Diana R. Serna, Director**
**Urban County Program**

ntract-50a

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/17/2010

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**
Valley Insurance Provider
PO Drawer 3783
McAllen TX 78502

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 787 8536 FAX (A/C, No): (956) 787-7232
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: 2509

**INSURED**
Asago, LLC
Asago Construction
2113 Pecos
Mission TX 78572-0000

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: FIRST MERCURY INSURANCE COMPANY | |
| INSURER B: AMERICAN FIRST INSURANCE COMPANY | |
| INSURER C: ROCKHILL INSURANCE COMPANY | |
| INSURER D: Essex Insurance Company | |
| INSURER E: Texas Mutual Fund Insuran | |
| INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** 001 **REVISION NUMBER:** 001

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 | | | DRV2509Q101103-001 | 12/17/2010 | 12/17/2011 | EACH OCCURRENCE | $ 1,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 50,000 |
| | CLAIMS-MADE X OCCUR | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | BA4981240 | 11/22/2010 | 11/22/2011 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | X ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | HIRED AUTOS | | | | | | | $ |
| | NON-OWNED AUTOS | | | | | | | $ |
| C | UMBRELLA LIAB X OCCUR | | | VRJ2509P101217-002 | 12/17/2010 | 12/17/2011 | EACH OCCURRENCE | $ 1,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 1,000,000 |
| | DEDUCTIBLE | | | | | | | $ |
| | RETENTION $ | | | | | | | $ |
| E | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | TSF0001134832 | 08/13/2010 | 08/13/2011 | X WC STATU-TORY LIMITS OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| D | Contractors Equipment | | | VRJ2509P101217-001 | 12/17/2010 | 12/17/2011 | TIV:$307,219 Theft Ded:$5,000 | DED:2,500 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Hidalgo County Precinct No.1-Water/Sewer Improvements Colonia Matching funds for TDRA Contract #729055 for Colonia Saenz, De Anda, & Perez Subdivison.

**CERTIFICATE HOLDER**

County Of Hidalgo /Urban County Program
2812 S Buisness Hwy 281
Hidalgo County New Administration Building
Edinburg TX 78539-

**CANCELLATION** AI 001381

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
Thelma Dunagan

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The ACORD name and logo are registered marks of ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/17/2011

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

| | | | |
|---|---|---|---|
| PRODUCER | Valley Insurance Provider<br>PO Drawer 3783<br>McAllen TX 78502 | CONTACT NAME: Eliza Mendoza<br>PHONE (A/C, No, Ext): (956) 787-8536 FAX (A/C, No): (956) 787-7232<br>E-MAIL ADDRESS: emendoza@vip-ins.net<br>PRODUCER CUSTOMER ID #: 2509 | |
| | | INSURER(S) AFFORDING COVERAGE | NAIC # |
| INSURED | Asago, LLC<br>Asago Construction<br>2113 Pecos<br>Mission TX 78572-0000 | INSURER A: FIRST MERCURY INSURANCE COMPANY | |
| | | INSURER B: AMERICAN FIRST INSURANCE COMPANY | |
| | | INSURER C: ROCKHILL INSURANCE COMPANY | |
| | | INSURER D: Essex Insurance Company | |
| | | INSURER E: Texas Mutual Fund Insuran | |
| | | INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** 001 **REVISION NUMBER:** 001

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<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC | X | | FMTX008381 | 12/17/2010 | 12/17/2011 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 50,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] ALL OWNED AUTOS<br>[X] SCHEDULED AUTOS<br>[ ] HIRED AUTOS<br>[ ] NON-OWNED AUTOS | | | BA4981240 | 11/22/2010 | 11/22/2011 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| C | [ ] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DEDUCTIBLE<br>[ ] RETENTION $ | | | RXSLRU000560-00 | 12/17/2010 | 12/17/2011 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000 |
| E | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | TSF0001134832 | 08/13/2011 | 08/13/2012 | [X] WC STATU-TORY LIMITS [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D | Contractors Equipment | | | IMD21800 | 12/17/2010 | 12/17/2011 | TIV:$307,219 DED:2,500<br>Theft Ded:$5,000 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
Hidalgo County Precinct No.1-Water/Sewer Improvements Colonia Matching funds for TDRA Contract #729055 for Colonia Saenz, De Anda, & Perez Subdivison.

**CERTIFICATE HOLDER**

County Of Hidalgo /Urban County Program
2812 S Buisness Hwy 281
Hidalgo County New Administration Building
Edinburg TX 78539-

**CANCELLATION** AI 001381

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

AUTHORIZED REPRESENTATIVE

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**AI-28146** **13. B.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Irma Garza **Submitted By:** Hilda Bazan, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

Requesting authorization to amend the Homeless Prevention and Rapid Re-Housing Program (HPRP) contract with Advocacy Resource Center for Housing (ARCH) and the Hidalgo County Urban County Program. The amendment would increase the current contract amount of $949,768.87 by $106,969.88. The amended contract amount for ARCH will be $ 1,056,738.75. The amendment will increase the Rapid Re-Housing category.

### BACKGROUND

This grant was approved by a Substantial Amendment to the 2009 Action Plan under the American Recovery and Reinvestment Act of 2009 (“Recovery Act”). The Urban County Program is requesting authorization to amend the existing contract with ARCH under the HPRP Program. The allocation amount would change from $949,768.87 by $106,969.88. These funds came from the recaptured funding from other HPRP subrecipients that were not meeting their threshold.

| ACTIVITY | CURRENT | Increase | PROPOSED |
|---|---|---|---|
| Homeless Prevention | $ 584,281.12 | 0.00 | $584,281.12 |
| Rapid Re-Housing | $ 365,487.75 | $ 106,969.88 | $ 472,457.63 |
| TOTAL AMOUNTS | $ 949,768.87 | $ 106,969.88 | $ 1,056,738.75 |

| | |
|---|---|
| Contract Amount awarded: | $ 949,768.87 |
| Increase Amount: | $ 106,969.88 (RAPID) |
| New Contract Amount: | $1,056,738.75 |

## Attachments

ARCH

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/17/2011 04:52 PM |
| Perla Lopez | Angela Garcia | 08/18/2011 08:17 AM |
| Dale Kennan | Dale Kennan | 08/18/2011 08:26 AM |
| Olga Garza | Olga Garza | 08/18/2011 09:57 AM |
| Auditor's Office | Arcilia Duran | 08/18/2011 11:34 AM |
| Purchasing Department | Marty Salazar | 08/18/2011 03:06 PM |

Form Started By: Hilda Bazan Started On: 08/17/2011 04:33 PM

Final Approval Date: 08/18/2011

**AMENDMENT TO EXHIBIT "A"**
**PERFORMANCE STATEMENT**

**Advocacy Resource Center for Housing (ARCH)**, having been certified as a non-profit, has been allocated Homeless Prevention and Rapid Re-housing Program (HPRP) Funds. The non-profit shall carry out the following activities identified in its HPRP Funds Application:

**OPERATIONS UNDER HOUSING**

ARCH will utilize HPRP Funds for the provision of services to persons/families that are at risk of being homeless and those persons that are homeless. ARCH was granted funds in the amount of $949,768.87 for both Homeless Prevention and Rapid Re-Housing activities. The assistance to the families will be Financial Assistance, Housing Relocation & Stabilization Services, Data Collections, and Administration.

The subrecipient agreement was entered between ARCH and the Hidalgo County – Urban County Program on September 29, 2009 and will terminate on July 20, 2012.

The Hidalgo County Urban County Program is requesting that the contract with ARCH be increased by $106,969.88 to be able to meet the threshold by the July 20, 2012 deadline. This amount came from the recaptured funds of other non-profit agencies.

**The new grant amount for ARCH will be $ 1,056,738.75.**

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON _____ of _____, 2011.

| | |
|---|---|
| **County:** | **Non-Profit** |
| **Hidalgo County** | **ARCH** |
| _____ | _____ |
| Diana R. Serna | San Juanita Maldonado |
| Urban County Director | Executive Director |
| Title | Title |
| _____ | _____ |
| Date | Date |

**AI-28140** **13. C.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Lupita Garcia **Submitted By:** Hilda Bazan, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

Urban County Program on behalf of the City of Alamo is requesting consideration and action to award and issue a purchase order to Upper Valley Material, LLC (lowest bidder meeting all specifications and/or requirements) for the Street Improvements project in the amount of $40,401.00 utilizing Year 23 (2010) Alamo Street Improvement funds for the purchase and delivery of hotmix materials.

### BACKGROUND

The City of Alamo has requested and received bids for the Street Improvements project. Quintanilla, Headley & Associates, Inc., prepared specification packages and bids were received and opened at the Hidalgo County – Purchasing Department on July 27, 2011. After review the project engineer proceeded to recommend the lowest qualified bidder. (See attached recommendation letter from Quintanilla, Headley & Associates, Inc., and copy of bid tabulation. The project consists of the purchase and delivery of hotmix materials for the reconstruction of North 10th, Birch Street, Citrus Street and Stensbo Street. All labor will be completed by the city of Alamo staff.

| | |
|---|---|
| Contractor: | Upper Valley Materials Inc. |
| Contract Amount: | $ 40,401.00 |
| Funds Available: | 100,855.30 Year 23 (2010) City of Alamo - Street Improvements |

## Attachments

City of Alamo
AGREEMENT
BID PAGE
REQ. FOR BID

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/17/2011 04:01 PM |
| Perla Lopez | Angela Garcia | 08/18/2011 08:18 AM |

| | | |
|---|---|---|
| Dale Kennan | Dale Kennan | 08/18/2011 08:26 AM |
| Olga Garza | Olga Garza | 08/18/2011 09:52 AM |
| Auditor's Office | Arcilia Duran | 08/18/2011 11:33 AM |
| Purchasing Department | Marty Salazar | 08/18/2011 03:06 PM |

Form Started By: Hilda Bazan Started On: 08/17/2011 03:43 PM

Final Approval Date: 08/18/2011

# URBAN COUNTY PROGRAM

**Hidalgo County Commissioners' Court**
**Agenda Request Form**

No. ____

Date: August 17, 2011 Meeting Date Request: August 22, 2011
Deadline for Action: A..S.A.P. Contact Person: **Diana R. Serna**
Department: ***Urban County Program*** Phone: **(956) 787-8127** Fax: **(956) 787-5291**

***Diana R. Serna, UCP Director*** A.B. for D.R.S.

**Caption:**

1) Urban County Program on behalf of the City of Alamo is requesting consideration and action to award and issue a purchase order to Upper Valley Material, LLC (lowest bidder meeting all specifications and/or requirements) for the Street Improvements project in the amount of $40,401.00 utilizing Year 23 (2010) Alamo Street Improvement funds for the purchase and delivery of hotmix materials.

**Background:**

The City of Alamo has requested and received bids for the Street Improvements project. Quintanilla, Headley & Associates, Inc., prepared specification packages and bids were received and opened at the Hidalgo County – Purchasing Department on July 27, 2011. After review the project engineer proceeded to recommend the lowest qualified bidder. (See attached recommendation letter from Quintanilla, Headley & Associates, Inc., and copy of bid tabulation. The project consists of the purchase and delivery of hotmix materials for the reconstruction of North 10th, Birch Street, Citrus Street and Stensbo Street. All labor will be completed by the city of Alamo staff.

Contractor: **Upper Valley Materials Inc.**
Contract Amount: **$ 40,401.00**
Funds Available: **$ 100,855.30** **Year 23 (2010) City of Alamo - Street Improvements**

Deputy Director AB Finance FMM

**Please initial for approval:**

Legal Counsel_____ Budget_____ Human Resources_____
Dept./Fund No:_____ Amt. Expended: $_____ Funds/Staffing Budgeted: Yes_____No_____
Account code:_____Impact on Future budget: Yes_____No
**Comments:**

**Action taken by Commissioner's Court:**
Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

**Consulting Engineers ★ Land Surveyors**
Alfonso Quintanilla, P.E., R.P.L.S. Eulalio Ramirez, P.E.
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects + Subdivisions + Surveys

July 28, 2011

Mr. Luciano Ozuna
City Manager
City of Alamo
420 N. Tower Road
Alamo, TX 78516

Re: **Alamo 2010 Street Improvements (Delivered Hot Mix Materials Only)**

Dear Mr. Ozuna:

Bids for the above mentioned project were received and opened on Wednesday July 27, 2011. Two (2) bids were received and are as follows:

| | Base Bid |
|---|---|
| 1. Frontera Materials, Inc. | $42,813.00 |
| 2. Upper Valley Materials, LLC | $40,401.00 |

After reviewing the information submitted, we recommend awarding the contract to the lowest responsive bid, Upper Valley Materials, LLC in the amount of $40,401.00.

Should you have any questions or require additional information please do not hesitate contact our office. Thank you.

Sincerely,

Eulalio Ramirez, P.E.

cc: Alfonso Quintanilla, P.E.

124 E. Stubbs, Edinburg, TX 78539 + Phone 956/381-6480 + Fax 956/381-0527 ★ Email: office@qhaengineering.com ★ www.qhaengineering.com

# HIDALGO COUNTY PURCHASING DEPARTMENT
# BID TABULATION SHEET

**DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM**

**BID OPENING DATE: July 27, 2011** | **BID OPENING TIME: 9:30 A.M.**

**DESCRIPTION OF BID: "ALAMO- 2010 Street Improvements"**

**BID NO: 5010-05-0311-5000-0500-UCP-GVG** | **PROCUREMENT SPECIALIST:**

| RFB NO. | Name of Company | Price Per Ton | Total Price | Bid Bond/ Cashier's Check Included |
|---|---|---|---|---|
| 1. | Frontera Materials, Inc. | $71.00 | $42,813.00 | NONE Included |
| 2. | Upper Valley Materials, LLC | $67.00 | $40,401.00 | $2,020.05 made out to banking institution |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |
| 7. | | | | |
| 8. | | | | |
| 9. | | | | |

*TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED.

**REQUIREMENTS AGREEMENT**
**FOR PURCHASE OF MATERIALS**

**THIS AGREEMENT** (the "Agreement") is entered into as of the **August 22, 2011** by and between **Upper Valley Materials, Inc.,** a Corporation ("Seller") and **Hidalgo County-Urban County Program** ("Buyer").

**WHEREAS,** Buyer has solicited proposals for the supply of its requirements of **"Hot Mix-Cold Laid Road Material,"** as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

**WHEREAS**, Seller has submitted a proposal to supply Buyer's requirements; and

**WHEREAS,** Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

**NOW THEREFORE,** for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Hot Mix-Cold Laid Road Material,"** in the areas of Hidalgo County projects for a period of one (1) year commencing April 5, 2011 and ending April 4, 2012 and may be extended with the County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or

DRAFT

administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer: Hidalgo County
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller: UPPER VALLEY MATERIALS, INC.
7301 West Expressway 83
Mission, Texas 78572

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit AC@ attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program

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requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontract for any contract for Hidalgo County, or any person associated therewith, as an inducement for t award of a subcontract or order.

**EXECUTED** effective as of the day and year first above written.

**APPROVED BY COMMISSIONERS COURT ON, August 22, 2011.**

**APPROVED AS TO FORM:**
Atlas & Hall, L.L.P

By_____

**HIDALGO COUNTY-URBAN COUNTY PROGRAM**

By:_____
**Diana R. Serna, Director**

**ATTEST:**

_____
**Hilda Bazan, Administrative Assistant.**

**COMPANY:**

By:_____
Printed Name:_____
Title:_____

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# EXHIBIT "B"

# BID PAGE

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# EXHIBIT "B"

## BID PAGE

HIDALGO COUNTY-URBAN COUNTY PROGRAM
"ALAMO – 2010 STREET IMROVEMENTS"
BID NO.:5010-05-0311-5000-0500-UCP-GVG

SCOPE OF WORK DESCRIPTION:
PROVIDE BIDS FOR _____

BID PRICE: $ 67.00 per Ton

ALTERNATE PRICE: $ _____

BIDDER/COMPANY NAME: Upper Valley Materials LLC

ADDRESS: 7301 W Exp. 83

CITY/STATE/ZIP CODE: Mission, TX 78572

PHONE & FAX NO.'S: 956-580-2502 956-585-8675

CELLULAR & BEEPER NO.'S: 956-369-5250

AUTHORIZED SIGNATURE: Steve Boyd

PRINTED NAME: Steve Boyd

TITLE: Material Sales MANAGER.

9:30
7-27-2011

Witnessed

U.S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**BID FOR UNIT PRICE CONTRACTS**

Place 121 E. Stubbs St.
Date 7-26-2011
Project No. 5010-05-0311-5000-0500-UCP-GVS.

Proposal of Upper Valley Materials LLC (Hereinafter called "Bidder)* a corporation, organized and existing under the laws of the State of TEXAS ____,* a partnership, or an individual doing business as Upper Valley Materials.

To the Urban County CD Coordinator
Gentleman:

The Bidder, in compliance with your invitation for bids for the construction of a ____ Alamo - 2010 Street Improvements, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the price stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within ___ consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of $__ for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions

Bidder acknowledges receipt of the following addendum:

Uppervalley Materials L.L.C.

*Insert corporation, partnership or individual as applicable.

Bidder agrees to perform all the Alamo 2010 Street Improvements work described in the specifications and show on the plans, for the following unit prices:

**Streets: Birch Street, 10th Street, Citrus Street, and Stensbo Street.**

**"Hot Mix Quantities Delivered to Site"**

| Item No. | Est. Qty. | Unit | Description | Unit Price Each | Total |
|---|---|---|---|---|---|
| 1. | 155 | TON | Birch – 10th to 9th | $67.00 ($ Dollars & Cents) | $10,385.00 ($ Dollars & Cents) |
| 2. | 186 | TON | 10th – Duranta to Birch | $67.00 ($ Dollars & Cents) | $12,462.00 ($ Dollars & Cents) |
| 3. | 156 | TON | Citrus – Alamo to 10th | $67.00 ($ Dollars & Cents) | $10,452.00 ($ Dollars & Cents) |
| 4. | 106 | TON | Stensbo – Alamo to 10th | $67.00 ($ Dollars & Cents) | $7,102.00 ($ Dollars & Cents) |

OPENED
9:30
7-27-2011
Witnessed

**TOTAL OF BID: $** $40,401.00

(Amount are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

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 informalities in the bidding.

The bidder agrees that this bid shall be good and may not to be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Paragraph 29 of the General Conditions. The bid security attached in the sum of Two Thousand Twenty dollars + Five cents ($2020.05) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By [signature] Materials Sales Manager
(Title)

7301 W Exp 83 Mission, TX 78572.
(Business Address and Zip Code)

(SEAL – if bid is by a corporation)

# EXHIBIT "C"

# CERTIFICATE OF INSURANCE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/18/2011

PRODUCER: (956)565-2481 FAX: (956)565-2733
McAfee Insurance Agency
P. O. Box 625
321 Second Street
Mercedes TX 78570

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Magic Valley Concrete, LLC
Upper Valley Materials
PO BOX 1707
Mission TX 78572

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: St. Paul Travelers | |
| INSURER B: Charter Oak Fire Insurance Co | |
| INSURER C: Texas Mutual Ins. Co. | |
| INSURER D: Risc | |
| INSURER E: | |

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC | 6306546P785 | 2/22/2011 | 2/22/2012 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | BA6570P251 | 2/22/2011 | 2/22/2012 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | | GARAGE LIABILITY<br>ANY AUTO | | | | AUTO ONLY - EA ACCIDENT<br>OTHER THAN AUTO ONLY: EA ACC<br>AGG | $<br>$<br>$ |
| D | | EXCESS / UMBRELLA LIABILITY<br>X OCCUR CLAIMS MADE<br>DEDUCTIBLE<br>RETENTION $ | CUP-4361B082 | 06/29/2011 | 06/29/2012 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000 |
| C | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under SPECIAL PROVISIONS below | TSF0001205759 | 10/27/2010 | 10/27/2011 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| | | OTHER | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

(956)787-5291 guadalupe.garcia@ucp.co.hi

County of Hidalgo

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Robert R Garza/AZ Robt R Garza

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# IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

# Additional Named Insureds

Other Named Insureds

All Valley Trucking, LLP

Rio Valley Pipe, LLC

Upper Valley Materials, LLC; Progreso Materials


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# ADDITIONAL COVERAGES

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | PIP-Basic | PIP | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 2,500 | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Underinsured motorist combined single limit | UNCSL | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 100,000 | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Uninsured motorist combined single limit | UMCSL | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 100,000 | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Expense constant | EXCNT | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | $150.00 |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Experience Mod Factor 1 | EXP01 | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

OFADTLCV

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# EXHIBIT "A"

# REQUEST FOR BID (RFB) PROCUREMENT PACKET

DRAFT

# INVITATION TO BIDDERS

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

| Bid # | Bid Description | Opening Date: |
|---|---|---|
| 5010-05-0311-5000-0500-UCP-GVG | "ALAMO-2010 STREET IMPROVEMENTS" | JULY 27, 2011 @ 9:30 a.m. (Wed.) |

**SPECIFICATIONS including drawings and technical specifications** may be viewed and/or obtained at **QUINTANILLA, HEADLEY & ASSOCIATES, INC. at 124 E. STUBBS, EDINBURG, TEXAS 78539 Phone: (956-381-6480), for a non-refundable fee of $25.00.**

**Pre-Bid Conference** will be held on Monday, **July 25, 2011 at 10:30 A.M.** at the Urban County Program conference room at 1916 Tesoro Blvd. Pharr, Texas 78577

**UPON SUBMITTING SEALED BID**, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and **Bid #5010-05-0311-5000-0500-UCP-GVG "ALAMO- 2010 STREET IMPROVEMENTS"** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

**Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent**
**Hidalgo County Purchasing Department**

**US Postal Mail/Courier Address**
**2812 S. Business Hwy. 281**
**Hidalgo County New Administration Building**
**Edinburg, Texas 78539**

**Physical Location:**
**2802 S. Business Hwy. 281**
**Hidalgo County New Administration Building**
**(Southeast of Canton Rd & Business 281)**
**Edinburg, Texas 78539**

Sealed bids will be accepted until **9:30 a.m. on WEDNESDAY, JULY 27, 2011** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Bid Security in the amount of 5% of the largest possible total of bids submitted must accompany each bid in accordance with the Instruction to Bidders. The surety must be a guaranteed or surety company acceptable to the Hidalgo County and listed in U. S. Treasury Circular No. 570.

**THE COUNTY** reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

**BY ORDER OF THE COMMISSIONERS' COURT OF THE COUNTY OF HIDALGO, TEXAS on this the 11th day of August, 2009.**

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

*REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233*

# REQUEST FOR BID (RFB) CHECKLIST
# HIDALGO COUNTY URBAN COUNTY PROGRAM
## "ALAMO- 2010 STREET IMPROVEMENTS"
## Bid No: 5010-05-0311-5000-0500-UCP-GVG

- **Request For Bid Letter.**
  **(Vendor information only, do not include with sealed bid)**
- **Request for Bid, Legal Notice, consisting of 6 pages.**
  **(Vendor information only, do not include with sealed bid)**
- **Exhibit "A" Specifications consisting of 7 page.**
  **(Must be submitted as part of sealed bid)**
- **Exhibit "B" Bid Page consisting of 4 page.**
  **(Must be submitted as part of sealed bid)**
- **Exhibit "C" Insurance Requirements consisting of 2 pages.**
  **(May be enclosed in sealed bid, see additional information of Exhibit "C")**
- **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
  **(Do Not resubmit, if previously completed & submitted to the County Clerk's Office, except on an annual basis from original filing date)**
- **Vendor/Bidder Application and W-9 form consisting of 6 page.**
  **(Complete and include with sealed bid packet, if not previously submitted to the Urban County Program, except for changes to the current application)**
- **Draft Construction Contract consisting of 2 pages.**
  **(Vendor information only, do not include with sealed bid)**
- **Certification Regarding Debarment 1 page.**
  **(Complete and include with sealed bid packet)**

The above-mentioned items are found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact the Urban County Program Coordinator at (956) 787-8127, for missing documentation. The Urban County Program CD Coordinator will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Diana R. Serna,
Urban County Program

7-5-11
Date

# URBAN COUNTY PROGRAM

1916 TESORO BLVD., • PHARR, TEXAS 78577 • (956) 787-8127 FAX (956) 787-5291
E-mail: ucp@ucp.co.hidalgo.tx.us

July 6, 2011

To Whom It May Concern:

Re: **HIDALGO COUNTY- URBAN COUNTY PROGRAM**
Request for Bids : **"ALAMO- 2010 STREET IMPROVEMENTS"**

Bid No: 5010-05-0311-5000-0500-UCP-GVG

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Urban County Program welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call Lupita V. Garcia, UCP Coordinator at (956)787-8127.

Sincerely,

Diana R. Serna, Director
Urban County Program

Enclosures

| | | |
|---|---|---|
| RFB No: 5010-05-0311-5000-0500-UCP-GVG | Urban County<br>CD Coordinator:<br>Guadalupe V. Garcia | Tel. No: (956) 787-8127 |

# REQUEST FOR BIDS

## HIDALGO COUNTY-URBAN COUNTY PROGRAM

**"ALAMO – 2010 STREET IMPROVEMENTS"**

BID OPENING DATE:
July 27, 2011 at 9:30 a.m. (Wed.)

**Contact Person:**

**QUINTANILLA, HEADLEY & ASSOCIATES, INC.**
**PROJECT MANAGER**
**124 E. STUBBS ST.**
**EDINBURG, TEXAS 78539**

APPROVED AS TO FORM:
BY: ATLAS & HALL
ON: MARCH 28, 2008

Form HCPD-03 (Rev.)

LEGAL NOTICE

**RFB No: 5010-05-0311-5000-0500-UCP-GVG**

1. Sealed bids will be received for **"HIDALGO COUNTY-URBAN COUNTY PROGRAM-ALAMO – 2010 STREET IMPROVEMENTS"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **" RFB No: 5010-05-0311-5000-0500-UCP-GVG "HIDALGO COUNTY – URBAN COUNTY PROGRAM ALAMO – 2010 STREET IMPROVEMENTS"** and in County's Purchasing Department, 2802 So. Bus. Hwy 281, Administration Building, Postal: 2812 So. Bus. Hwy 281, Edinburg, Texas 78539, on **or before 9:30 a.m., WEDNESDAY, JULY 27, 2011 . NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: " RFB No: HIDALGO COUNTY –URBAN COUNTY PROGRAM "ALAMO – 2010 STREET IMPROVEMENTS** "Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval.

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item (s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. No bid may be withdrawn within thirty (90) days from the scheduled time to open bids.

7. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

8. County reserves the right to accept or reject any or all bids.

9. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

10. Funds for this procurement will be provided through Hidalgo County Urban County Program with U.S. Department of Housing and Urban Development funds.

11. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

12. BILLING AND PAYMENT INSTRUCTIONS:

- MUST UTILIZE URBAN COUNTY PROGRAM REQUEST FOR PAYMENT FORM.

  Invoices must include:

  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)

  Notation – **"ALAMO – 2010 STREET IMPROVEMENT"**

- Descriptive information as to the items or services delivered.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  **HIDALGO COUNTY-URBAN COUNTY PROGRAM**
  **1916 TESORO BOULEVARD**
  **PHARR, TEXAS 78577**
  **ATTN.: DIANA R. SERNA, DIRECTOR**
  **(956) 787-8127**

13. Schedule of Events

| | |
|---|---|
| **Bid Opening, 9:30 AM.....** | **July 27, 2011** |
| Estimated Award of Contract | **,2011** |
| Estimated Commence Work or Deliver Products | **,2011** |

14. Bid or Performance Bond and Debarment Certification; Payment under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76. YES

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000. NO

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid. NO

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253. NO

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

15. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

16. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. **By law, the CIQ must be filed** with the Hidalgo County Clerk's Office no later than the **seventh business day** after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
**COMPLETION AND SUBMISSION OF CIQ FORM IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

17. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

18. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

19. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

20. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

21. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

22. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

23. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

24. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

25. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

26. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

# Request for Bid Package

## Table of Contents


**Bidding Requirements**

- Request for Bid Advertisement
- Request for Bid Checklist
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  - Bid Bond
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  - Exhibit "B"- Bid Page & Attachments
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  - Contract Draft
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- Payment Bond
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- **General Conditions**
- **Supplemental General Conditions**

**Urban County Program Required Documents**

- Start-Up Documents
- Close-Out Documents
- Bidders Log Sheet
- Bidders Tabulation Sheet
- Request for Payment Forms
- Change Order Form

# EXHIBIT "A"

## SPECIFICATIONS
## HIDALGO COUNTY-URBAN COUNTY PROGRAM

**"Alamo – 2010 Street Improvements"**

**BID NO.: 5010-05-0311-5000-0500-UCP-GVG**

The following are the minimum specifications for:
**"Hot Mix Asphaltic Concrete Pavement"**

Please note exceptions or variations.

## SPECIFICATIONS REQUIREMENTS AND OTHER TERMS & CONDITIONS

**Scope of Services:**

The County Of Hidalgo, Texas Requires The Purchase of Materials For
**"Hot Mix Asphaltic Concrete Pavement Delivered"**
**to include but not limited to the following:**

**(SEE ATTACHED SPECIFICATIONS AS PREPARED BY ENGINEER:**

**QUINTANILLA, HEADLEY & ASSOCIATES, INC.**
**124 E. STUBBS ST**
**EDINBURG, TEXAS 78539**

# Hot Mix Asphaltic Concrete Pavement

## 1.1 Description:

This item shall consist of a base course, a leveling-up course, a surface course or any combination of these courses as shown on the plans, each to be composed of a compacted mixture of mineral aggregate and asphaltic material. The mixture when designed and tested in accordance with these specifications and methods outlined in TxDOT Bulletin C-14, shall have the following:

| DENSITY, PERCENT | | | STABILITY, PERCENT |
|---|---|---|---|
| Min. | Max. | Optimum | Not less than 35 nor more than 60 unless otherwise shown on the plans. |
| 94.5 | 97.5 | 96 | |

The pavement shall be constructed on the previously completed and approved subgrade, base, existing pavement, bituminous surface or in the case of a bridge, on the prepared floor slab, as herein specified and in accordance with the details shown on the plans.

## 2.1. Materials:

Materials used in Hot Mix Asphaltic Concrete Pavement shall meet the requirements as set forth in Item 340 "Hot Mix Asphaltic Concrete Pavement" (Type D) of the TxDot Standard Specifications 1995.

## 3.1. Construction methods:

Construction methods used in Hot Mix Asphaltic Concrete Pavement shall meet the requirement as set forth in Item 340 "Hot Mix Asphaltic Concrete Pavement" (Type D) of the TxDOT Standard Specifications 1995, with the following addition:

Application of Hot Mix Asphaltic Concrete Pavement shall not begin unless the temperature is at least fifty (50) degrees Fahrenheit in the shade and rising.

## 4.1. Measurement:

Hot Mix Asphaltic Concrete Pavement shall be measured by the ton of two thousand (2000) pounds, or by the actual square yard applied as actually used in the completed and accepted work. Measurement by weight shall be on truck scales, approved by the Inspector. Records shall be kept on the tare load, total load and net load of mixture for each load of same.

## 5.1. Payment:

The work performed and materials furnished, as prescribed by this item, measured as provided herein, shall be paid for at the contract unit price bid per ton or square yard for "Hot Mix Asphaltic Concrete Pavement", which price shall be full compensation for furnishing and placing all materials; and for labor, tools, equipment, and incidentals necessary to complete the work, except prime coat and tack coat, when required.

**End of Section**

# TACK COAT

## 1.1. DESCRIPTION:

"Tack Coat" shall consist of an application of asphaltic material on the completed base course after the prime coat has sufficiently cured, existing pavement, bituminous surface, or in the case of a bridge, on the prepared floor slab in accordance with these specifications and as directed by the Inspector.

## 2.1. MATERIALS:

The asphalt material for Tack Coat shall meet the requirements for Cut-Back Asphalt, RC-250, Item 300, "Asphalts, Oil and Emulsions" of the Texas Highway Department Standard Specifications.

## 3.1. CONSTRUCTION METHODS:

Before the tack coat is applied, the surface shall be cleaned thoroughly to the satisfaction of the Inspector. The asphaltic material shall be applied on the clean surface by an approved type of self-propelled pressure distributor, so operated as to distribute the tack coat at a rate not to exceed 0.12 gallon per square yard of surface, evenly and smoothly under a pressure necessary for proper distribution. Where the pavement mixture will adhere to the surface on which it is to be placed without the use of a tack coat, the tack coat may be eliminated by the Inspector. All contact surfaces of curbs and structures and all joints shall be painted with a thin uniform coat of the asphaltic material used for tack coat. The tack coat shall be rolled with a pneumatic tire roller as directed by the Inspector. During the application of tack coat, care shall be taken to prevent splattering of adjacent pavement, curb and gutters or structures.

## 4.1. MEASUREMENT:

The asphaltic material for tack coat will be measured at point of delivery on the project in gallons at the applied temperature. The quantity to be paid for shall be the number of gallons used, as directed, in the accepted tack coat.

## 5.1. PAYMENT:

Method A: The work performed and materials furnished as prescribed by this item shall be paid for at the unit price bid per gallon for "Tack Coat", which price shall be full compensation for cleaning the surface, for furnishing, heating, hauling and distributing the tack coat as specified; for all freight involved; and for all manipulations, labor, tools, equipment, and incidentals necessary to complete the work.

Method B: No direct payment will be made for this item. Payment for this item shall be made as part of the payment for "Hot Mix Asphalt Concrete Pavement" in square yards and shall be considered incidental to that work. Payment for "Hot Mix Asphalt Concrete" shall include all work specified herein including cleaning the area and/or base; for furnishing, heating, hauling and distributing the price coat as specified; and for all fright involved and for all manipulations, labor, tools, equipment and incidentals necessary to complete the work.

**END OF SECTION**

**AI-28138** **13. D.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Irma Garza **Submitted By:** Hilda Bazan, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

Requesting authorization to amend the Homeless Prevention and Rapid Re-Housing Program (HPRP) Interlocal Agreement with the City of Edinburg and the Hidalgo County Urban County Program. The amendment will increase funds from the original contract amount of $75,000 to $152,500.

### BACKGROUND

This grant was approved by a Substantial Amendment to the 2009 Action Plan under the American Recovery and Reinvestment Act of 2009 (“Recovery Act”). The Urban County Program is requesting authorization to amend the existing Interlocal Agreement with City of Edinburg under the HPRP Program. The allocation amount would change from $75,000 to $152,500. These funds came from the recaptured funding from other HPRP subrecipients that were not meeting their threshold.

| ACTIVITY | CURRENT | Increase | Proposed |
|---|---|---|---|
| Homeless Preventation | $75,000.00 | +77,500.00 | $152,500.00 |

## Attachments

Amendment

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/17/2011 03:52 PM |
| Perla Lopez | Angela Garcia | 08/18/2011 08:24 AM |
| Dale Kennan | Dale Kennan | 08/18/2011 08:26 AM |
| Olga Garza | Olga Garza | 08/18/2011 09:49 AM |
| Auditor's Office | Arcilia Duran | 08/18/2011 11:32 AM |
| Purchasing Department | Marty Salazar | 08/18/2011 03:06 PM |

Form Started By: Hilda Bazan Started On: 08/17/2011 03:32 PM

Final Approval Date: 08/18/2011

**AMENDMENT TO EXHIBIT "A"**
**PERFORMANCE STATEMENT**

**City of Edinburg**, having been certified as a municipal corporation, has been allocated Homeless Prevention and Rapid Re-housing Program (HPRP) Funds. The non-profit shall carry out the following activities identified in its HPRP Funds Application:

**OPERATIONS UNDER HOUSING**

City of Edinburg will utilize HPRP Funds for the provision of services to persons/families that are at risk of being homeless. City of Edinburg was granted funds in the amount of $75,000 for Homeless Prevention activities. The assistance to the families will be Financial Assistance, Housing Relocation & Stabilization Services, and Data Collections.

The Interlocal Agreement was entered between the City of Edinburg and the Hidalgo County – Urban County Program on April 26, 2011 and will terminate on July 20, 2012.

The Hidalgo County Urban County Program is requesting that the contract with City of Edinburg be increased by $77,500.00 to be able to meet the threshold by the July 20, 2012 deadline. This amount came from the recaptured funds of other non-profit agencies.

**The new grant amount for City of Edinburg will be $ 152,500.00.**

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON _____ of _____, 2011.

| | |
|---|---|
| **County:** | **Municipal Corporation** |
| **Hidalgo County** | **City of Edinburg** |
| _____ | _____ |
| Diana R. Serna | Ramiro Garza, Jr. |
| Urban County Director | City Manager |
| Title | Title |
| _____ | _____ |
| Date | Date |

**AI-28085** **13. E.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Monica Leal **Submitted By:** Estella Webber, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

The Urban County Program on behalf of the City of Alton is requesting approval and award of best and final negotiated contract with Terracon Consultants, Inc. in the amount of $15,100.00 utilizing CDBG Year 22 & 23 (2009 & 2010) Street Improvements funds.

### BACKGROUND

Terracon has submitted a best and final offer for construction material testing and geotechnical engineering services for the 2009 & 2010 City of Alton - Street Improvements project. Terracon Consultants, Inc. was the highest ranked firm by County Commissioner's Court. Contract approval in the amount of $15,100.00. See attached scope of services and Best and Final Offer Letter.

Contract Amount: $ 15,100.00

Funds Available: $ 80,893.69 FY 22 (2009) – Street Improvements
$249,727.00 FY 23 (2010) – Street Improvements
Total: $330,620.69

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** Urban County Funds

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

### BUDGETARY IMPACT:

Urban County Year 22 (2009) & Year 23 (2010) CDBG Street Improvement funds will be utilized for the City of Alton - Street Improvements project.

## Attachments

Contract

Exhibit A & Insurance

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/16/2011 03:41 PM |
| Perla Lopez | Perla Lopez | 08/17/2011 09:54 AM |
| Auditor's Office | Angela Garcia | 08/17/2011 10:02 AM |
| Perla Lopez | Perla Lopez | 08/17/2011 11:09 AM |
| Purchasing Department | Marty Salazar | 08/17/2011 03:12 PM |

Form Started By: Estella Webber Started On: 08/16/2011 03:20 PM

Final Approval Date: 08/17/2011

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

## Part I - Professional Services Agreement

This Agreement, entered into this **22nd** day of **August 2011** by and between **City of Alton,** (hereinafter called the "Party") and **Terracon Consultants, Inc.** duly authorized Engineer, herein acting by **Mr. Alfonso A. Soto, P.E., Principal** (hereinafter called the "Engineer").

**WITNESSETH THAT:**

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineer in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the PROJECT area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

### SECTION I
### EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

### SECTION II
### BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **Street Improvements** Account(s) **5009/10-10-0311-5000-2000**. *(See Exhibit A)*

**2.1 Preliminary Phase**

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's approval of the work of this Preliminary Phase before proceeding with the next phase.

**2.2 Design Phase**

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans specification and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

**2.3 Construction Phase**

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any

construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.

e. During the progress of actual construction, Engineer will keep the Owner informed with brief and concise information. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project completed, a brief narrative of what problems have been encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractors for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractors.

i. Upon receipt of notification by the Party that the work has been completed, the Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, when requested.

l. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party of **City of Alton** Four (4) sets of plans and four (4) sets of specifications and contract documents.

## SECTION III
## ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

## SECTION IV
## REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within the County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

## SECTION V
## THE PARTY'S RESPONSIBILITIES

**The Party will:**

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the Engineering services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

## SECTION VI
## PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of **$ 15,100.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

## SECTION VII
## OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

## SECTION VIII
## TERMINATION

The Party may terminate this Agreement at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the service rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Contract. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

## SECTION IX
## COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

## SECTION X
## SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

## SECTION XI
## TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

## SECTION XII
## VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

## SECTION XIII
## CHANGES

The Party may, from time to time, request changes in the Scope of Services of the Engineer as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Party and the Engineer shall be incorporated in written amendments to the Contract.

## SECTION XIV
## COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any Engineer's negligence done in performing any of the work embraced by this Contract.

## SECTION XV
## ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

## SECTION XVI
## GENERAL

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

## SECTION XVII
## INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, the insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

## SECTION XVIII
## WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

**SECTION XIX**
**EFFECTIVE DATE**

The effective date of this contract shall be **August 22, 2011**. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.
This Agreement is hereby approved this _____ day of _____, 20_____.

Signature: _____
**Mr. Alfonso A. Soto**

Firm Name: **Terracon Consultants, Inc.**

Address: **1506 Mid Cities Drive**
City/ST/ZIP: **Pharr, TX 78577**

FED ID #/SS #: **42-1249917**

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

This instrument was acknowledged before me on this the _____ day of_____, 20___,
by _____of and on behalf of _____,
(title) (a corporation)(a partnership)(a sole proprietorship).

_____
(seal) Notary - Signature

**County of Hidalgo Urban County Program:**

_____ _____
Witness Diana R. Serna, UCP Director

# Exhibit "A"

(Scope of Services)

see attached

August 10, 2011

Terracon

EXHIBIT "A"

Hidalgo County – Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

(956) 787.8127 (Office)
(361) 787.5291 (Fax)
drserna@bizrgv.rr.com

**Attention:** **Ms. Diana R. Serna, Executive Director**

**Regarding:** **Construction Materials Quality Control Testing and Geotechnical Engineering Services**
**Hidalgo County – Urban County Program Year 22 & 23 "2009, 2010"**
**Alton – Street Improvements**
**Alton, Texas**
**Terracon Proposal No. P88110304**

Dear Ms. Serna:

Terracon Consultants, Inc. (Terracon) is pleased to present this fee estimate to provide geotechnical engineering, and construction materials testing and observation services as outlined below, during the construction phase at the above referenced project. **We understand that we have been chosen to provide these services for this publicly funded project. Therefore, by providing cost information we are not in violation of the Texas Professional Services Procurement Act.** Since it is difficult to provide an overall cost estimate for the testing/inspection indicated by the construction documents, as we have no knowledge of the construction schedule of the contractors, control of the scope of work, or the estimated quantities, we have provided a schedule of fees based upon hourly and unit prices for our services.

## A. PROJECT INFORMATION

We understand that Hidalgo Urban County Program is planning street improvements in the City of Alton. The project includes improvements of Jefferson, Mahala, Roosevelt and Oaxaca Streets, which consist of approximately 4,000 linear feet of street improvements. Terracon's involvement is anticipated to include field and laboratory quality control testing for the duration of the project.

## CONSTRUCTION MATERIALS TESTING

## B. SCOPE OF SERVICES

Terracon will perform materials testing in general accordance with the project specifications. The time required for quality control testing during the construction phase on the project is directly related to the contractor's scheduling and performance. Therefore, our fee for materials testing and observation services will be based upon applicable unit prices and hourly rates. Our anticipated scope of services is as follows:

- Field density/moisture testing and laboratory evaluation of soils;
- Field testing and laboratory evaluation of concrete, observation of reinforced concrete;
- Field testing and laboratory evaluation of asphalt concrete materials used during pavement construction;

Experienced field/laboratory personnel will be provided for testing services. All field/laboratory construction materials testing/inspection will be performed under the direction of a Registered Professional Engineer. A detailed scope of services envisioned to complete the testing is as follows:

### SOILS

Observations/testing will be performed by, or under the direction of a Registered Professional Engineer. The field services will be supported by appropriate laboratory evaluation of soils used as fill or backfill on the site. The laboratory testing will include laboratory moisture-density relationship (Proctor), with sieve analysis and Atterberg limit determinations for classification and/or determination of import fill suitability. Laboratory material evaluations will be conducted each type of soil encountered during fill placement. The testing will be performed to check compliance with project specifications. The project contractor and construction manager personnel on the site will be informed of our field observations and test results. Written reports of test results will be prepared on a regular basis throughout the project duration and distributed per your directive.

### CONCRETE

An ACI (American Concrete Institute) or equivalent Certified Engineering Technician will be provided on an as-requested basis to sample the plastic concrete used during construction. The concrete will be tested for slump, air content and temperature at the time of placement. Sets of four (4" X 8") cylinders will be molded at each sampling.

All samples will be field cured at the site and returned to our laboratory for additional curing prior to compressive strength testing. Compressive strength testing will be conducted at 7-day (1 specimen), 28-day (2 specimens) and 56-day (1 specimen) intervals to determine compliance with project specifications. Should 28-day testing indicate results lower than the specified strength, one 56-day specimen will be retained for testing. All test results will be conveyed after testing is completed.

**ASPHALT**

Observations/testing will be performed by, or under the direction of a Certified Engineering Technician on a full time basis during placement of asphalt at the project. The asphalt will be sampled and submitted to our laboratory for Mix Properties, asphalt content and aggregate grain size distribution to verify compliance with project specifications. Asphalt cores will confirm thickness and nuclear gauge density.

## C. COMPENSATION

The fees presented in this proposal are based on prompt payment for services presented in our standard invoicing format. Additional charges will be applied for specialized invoicing if backup documentation is needed. These special services will be charged on a time-and-expense basis. Late fees will be charged if payment is not received in accordance with terms contained in our Agreement for Services.

Invoices will reflect actual time utilized. The estimated fee for providing the above services on the project is as follows:

***Phase of Project:*** ..... ***Estimated Cost:***

**SOILS**

Estimate 45 hours field testing and observation @ $42.00/hour ..... $1,890
Estimate 4 standard proctors @ $200.00/test ..... $800
Estimate 4 Atterberg Limits @ $60.00/test ..... $240
Estimate 4 sieve analysis @ $60.00/test ..... $240
Estimate 60 nuclear density tests @ $12.00/test ..... $720
Estimate 15 Vehicle Trips @ $35.00/trip ..... $525
*Sub-Total (Soils)* ..... *$4,415*

## CONCRETE

Estimate 55 hours concrete testing and sample pickup @ $42.00/hour ..... $2,310
Estimate 40 compressive strength tests @ $13.00/cylinder ..... $520
Estimate 15 vehicle trips @ $35.00/trip ..... $525
*Sub-Total (Concrete)* ..... *$3,355*

## ASPHALT

Estimate 40 hours asphalt observation @ $42.00/hour ..... $1,680
Estimate 4 Nuclear Density Gauge rentals @ $50.00/day ..... $200
Estimate 2 asphalt mix verification test @ $300.00/test ..... $600
Estimate 2 day core rig rentals @ $250.00/day ..... $500
Estimate 15 asphalt cores @ $40.00/core ..... $600
Estimate 5 vehicle trips @ $35.00/trip ..... $175
*Sub-Total (Asphalt)* ..... *$3,755*

## PROJECT MANAGEMENT/CLERICAL

Estimate 10 hours project management @ $90.00/hour ..... $900
Estimate 5 hours clerical @ $35.00/hour ..... $175
*Sub-Total (PM/Clerical)* ..... *$1,075*

**Best and Final Estimated Cost ..... $12,600**

The following assumptions were used in preparing our estimate:

- We have assumed that contractors on the site will work a single shift, six day week schedule;
- The contractor will schedule testing services with 24 hours notice (7:30 AM to 5:00 PM, Monday through Friday);
- Invoices for the project will be submitted on a monthly basis;
- A three hour minimum technician time will be charged for each service provided, except for Sample Pick Up services;
- Services provided on Sunday or Holidays will be invoiced at 1.5 times the applicable rate; and
- Services provided outside of regular business hours (6:00 AM to 6:00 PM, Monday through Saturday) will be invoiced at 1.33 times the applicable rate.

## D. SCHEDULE

We request that our office be contacted (956) 283-8254 at least 24 hours prior to the time our services are needed to allow for scheduling. We will perform this work as directed by the client, at the rates presented.

The contractor is responsible for performing the work in accordance with the plans and specifications; our testing and/or observation of the work does not relieve them of their responsibility to perform the work properly. Prior to the start of our services, we do request that we receive one (1) set of the approved project plans and specifications. In addition, an onsite pre-construction meeting with all involved parties is requested and we would appreciate being notified so we can attend when appropriate.

## GEOTECHNICAL ENGINEERING SERVICES

## B. SCOPE OF SERVICES

The geotechnical engineering services to be provided by Terracon are summarized in the following paragraphs.

Field Program –Based on the proposed improvements to be constructed at this site, we propose to perform the following.

| Improvements | Number of Borings | Approximate Depth of Borings, feet |
|---|---|---|
| Jefferson Street (700 lf) | 2 | 5 |
| Mahala Street (1,600 lf) | 3 | 5 |
| Roosevelt Street (1,100 lf) | 2 | 5 |

Sampling will be in general accordance with industry standard procedures wherein Shelby tube samples or split-barrel samples are obtained. Five samples will be obtained in the upper ten feet of each boring and at intervals of five feet thereafter. In addition we will observe and record groundwater levels during and after drilling. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers for transport to our laboratory. In addition, we will record the approximate thicknesses of the existing asphalt and base material at our bore locations during our field activities.

Conditions/Items to be provided by Client: We have been provided with a scaled drawing that depicts the tentative layout of the proposed development. Terracon will use this layout to determine boring locations in the field.

Additional items to be provided by the client include the right of entry to conduct the exploration and an awareness and/or location of any private subsurface utilities existing in the area.

We will contact Texas One Call Service (TOCS) for location of utilities in public easements. Location of private lines on the property is not part of the TOCS or Terracon scope. All private lines should be marked by others prior to commencement of drilling.

Terracon will take reasonable efforts to reduce damage to the property, such as rutting of the ground surface. However, it should also be understood that in the normal course of our work some such disturbance could occur. We have not budgeted to restore the site beyond backfilling our boreholes. If there are any restrictions or special requirements regarding this site or exploration, these should be known prior to commencing field work.

Our fee is based on the site being accessible to our truck-mounted drilling equipment and Terracon providing layout of the borings; additional costs may result if this is not the case. It does not include location of underground utilities beyond contacting a "one-call" locate service. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and fee, if necessary.

Borings will be left open, but covered for safety purposes, so a 24-hour water reading may be obtained. After subsurface water measurements, the boreholes will be backfilled with soil cuttings in sand.

Laboratory Testing – The samples will be tested in our laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and will include visual classification, moisture content, dry density, Atterberg limit, grain size analyses, and strength tests as appropriate. In addition, some limited testing will be performed on the base material to determine its suitability.

Engineering Analysis and Report – The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Texas. Based on the results of our evaluation, an engineering report will be prepared that details the results of the testing performed, provides logs of the borings, and a diagram of the site/boring layout. The report will include the following:

- Computer generated boring logs with soil stratification based on visual soil classification.
- Summarized laboratory data.
- Groundwater levels observed during and after completion drilling.
- Boring location plan.
- Subsurface exploration procedures.
- Encountered soils conditions.

- Recommendations for pavement sections.
- Subgrade preparation/earthwork recommendations.

Schedule - We can generally begin the field exploration program within about three days after receipt of our signed Agreement for Services, if site and weather conditions permit. We estimate the geotechnical report can be completed within about two weeks after the soil borings are completed. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements after we have completed our field and laboratory programs.

## C. COMPENSTATION

For the scope of geotechnical services outlined in this proposal that includes drilling, laboratory testing, and an engineering report, the **best and final estimate cost** would be **$2,500**. Unless instructed otherwise, the invoice will be sent to your attention at the above address.

Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, then send a supplemental proposal stating the additional services and fee. We will not proceed without your written authorization.

## E. GENERAL COMMENTS

We appreciate the opportunity of submitting this proposal and are available to discuss the details of this proposal with you. To authorize us to proceed with the proposed services, please indicate by signing the attached agreement for services and returning both copies. An executed copy will be returned to begin services on the project.

We appreciate your consideration of Terracon for this work, and look forward to working as your materials engineering consultant on this and future projects. If there are any questions regarding the proposed scope of work, please contact us at (956) 283-8254.

Sincerely,
**Terracon Consultants, Inc.**

Murphy G. Scurry, P.E.
Supervisor
CMT Department

Alfonso A. Soto, P.E.
Principal

Maria O. Scurry, P.E.
Project Manager
Geotechnical Department

MGS/MOS/AAS/sq

Attachments: Agreement for Services
Distribution Sheet

Copies to: Addressee (2)

Terracon

Reference Number: P88110304

# AGREEMENT FOR SERVICES

This **AGREEMENT** is between Hidalgo County - Uban County Program ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Hidalgo County - Urban County Program Year 22 & 23 "2009,2010" Alton - Street Improvements project ("Project"), as described in the Project Information section of Consultant's Proposal dated August 10, 2011 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Terracon subcontracts to other individuals or companies, then Terracon will collect from Client on the subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.

2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.

3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.

5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.

6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**

7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.

8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($1,000,000 occ / $2,000,000 agg); (iii) automobile liability insurance ($1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**

11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.

12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.

13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.

14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.

16. **Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.

17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

| | | | |
|---|---|---|---|
| Consultant: | **Terracon Consultants, Inc.** | Client: | **Hidalgo County - Urban County Program** |
| By: | | Date: **08/10/2011** | By: | Date: |
| Name/Title: | **Mr. Alfonso A. Soto, P.E., Principal** | Name/Title: | **Ms. Diana R. Serna, Executive Director** |
| Address: | **1506 Mid Cities Drive** | Address: | **1916 Tesoro Blvd.** |
| | **Pharr, Texas 78577** | | **Pharr, Texas 78577** |
| Phone: | **956.283.8254** Fax: **956.283.8279** | Phone: | **956.787.8127** Fax: **956.787.5291** |

Reference Number: P88110304

# CERTIFICATE OF LIABILITY INSURANCE 1/1/2012

DATE (MM/DD/YYYY): 8/9/2011

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 | Lockton Companies, LLC-1 Kansas City<br>444 W. 47th Street, Suite 900<br>Kansas City MO 64112-1906<br>(816) 960-9000 |
| CONTACT NAME: | |
| PHONE (A/C, No, Ext): | FAX (A/C, No): |
| E-MAIL ADDRESS: | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Chartis Specialty Insurance Company | 26883 |
| INSURER B: **AN AIG COMPANY (A XV) | |
| INSURER C: Travelers Property Casualty Co of America | 25674 |
| INSURER D: The Travelers Indemnity Company | 25658 |
| INSURER E: Lexington Insurance Company | 19437 |
| INSURER F: | |

INSURED 1312893 TERRACON CONSULTANTS, INC.
1506 MID-CITIES DRIVE
PHARR TX 78577

COVERAGES TERCO01 PC CERTIFICATE NUMBER: 11377937 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY | Y | N | PROP3779274 | 1/1/2011 | 1/1/2012 | EACH OCCURRENCE | $ 1,000,000 |
| | [X] COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | [ ] CLAIMS-MADE [X] OCCUR | | | | | | MED EXP (Any one person) | $ 5,000 |
| | [X] CONTR'L LIABILITY | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | [ ] | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | [ ] POLICY [X] PRO-JECT [ ] LOC | | | | | | | $ |
| C | AUTOMOBILE LIABILITY | Y | N | TC2J-CAP-131J3858 | 1/1/2011 | 1/1/2012 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| C | [X] ANY AUTO | | | TJBAP131J3895 | 1/1/2011 | 1/1/2012 | BODILY INJURY (Per person) | $ XXXXXXX |
| | [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ XXXXXXX |
| | [X] HIRED AUTOS [X] NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ XXXXXXX |
| | | | | | | | | $ XXXXXXX |
| | [ ] UMBRELLA LIAB [ ] OCCUR | | | NOT APPLICABLE | | | EACH OCCURRENCE | $ XXXXXXX |
| | [ ] EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ XXXXXXX |
| | [ ] DED [ ] RETENTION $ | | | | | | | $ |
| D C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | N/A | N | TC2KUB131J3742 (AOS) | 1/1/2011 | 1/1/2012 | [X] WC STATU-TORY LIMITS [ ] OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] | | | TRJ-UB-131J3846 (AZ,OR,WI) | 1/1/2011 | 1/1/2012 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| E | PROFESSIONAL LIABILITY | N | N | 026030216 | 1/1/2011 | 1/1/2012 | $1,000,000 EACH CLAIM & $1,000,000 ANNUAL AGGREGATE | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: HIDALGO COUNTY - URBAN COUNTY PROGRAM. HIDALGO COUNTY - URBAN COUNTY PROGRAM IS AN ADDITIONAL INSURED AS RESPECTS TO GENERAL AND AUTO LIABILITY, AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

11377937

HIDALGO COUNTY - URBAN COUNTY PROGRAM
DIANA R. SERNA, EXECUTIVE DIRECTOR
1916 TESORO BLVD
PHARR TX 78577

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



ACORD 25 (2010/05)

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**AI-28135** **13. F.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Irma Garza **Submitted By:** Hilda Bazan, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

Requesting authorization to amend the Homeless Prevention and Rapid Re-Housing Program (HPRP) Interlocal Agreement with the City of Mission and the Hidalgo County Urban County Program. The amendment will increase funds from the original contract amount of $75,000 to $202,500. The amendment will also include funding under the Rapid Re-Housing Program category.

### BACKGROUND

This grant was approved by a Substantial Amendment to the 2009 Action Plan under the American Recovery and Reinvestment Act of 2009 (“Recovery Act”). The Urban County Program is requesting authorization to amend the existing Interlocal Agreement with City of Mission under the HPRP Program. The allocation amount would change from $75,000 to $202,500. These funds came from the recaptured funding from other HPRP subrecipients that were not meeting their threshold.

| ACTIVITY | CURRENT | Increase | Proposed |
|---|---|---|---|
| Homeless Preventation | $75,000.00 | + $ 52,500.00 | $127,500.00 |
| Rapid Re-Housing | $ 0.00 | + $ 75,000.00 | $ 75,.000.00 |
| TOTAL AMOUNTS: | $75,000.00 | + $127,500.00 | $202,500.00 |

## Attachments

Amendment

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/17/2011 03:51 PM |
| Perla Lopez | Angela Garcia | 08/18/2011 08:19 AM |
| Dale Kennan | Dale Kennan | 08/18/2011 08:26 AM |
| Olga Garza | Olga Garza | 08/18/2011 09:48 AM |
| Auditor's Office | Arcilia Duran | 08/18/2011 11:31 AM |
| Purchasing Department | Marty Salazar | 08/18/2011 03:06 PM |

Form Started By: Hilda Bazan Started On: 08/17/2011 03:06 PM

Final Approval Date: 08/18/2011

**AMENDMENT TO EXHIBIT "A"**
**PERFORMANCE STATEMENT**

**City of Mission**, having been certified as a municipal corporation, has been allocated Homeless Prevention and Rapid Re-housing Program (HPRP) Funds. The non-profit shall carry out the following activities identified in its HPRP Funds Application:

**OPERATIONS UNDER HOUSING**

City of Mission will utilize HPRP Funds for the provision of services to persons/families that are at risk of being homeless and those persons that are homeless. City of Mission was granted funds in the amount of $75,000 for Homeless Prevention activities. The assistance to the families will be Financial Assistance, Housing Relocation & Stabilization Services, and Data Collections.

The Interlocal Agreement was entered between the City of Mission and the Hidalgo County – Urban County Program on April 26, 2011 and will terminate on July 20, 2012.

The Hidalgo County Urban County Program is requesting that the contract with City of Mission be increased by $127,500.00 to be able to meet the threshold by the July 20, 2012 deadline. This amount came from the recaptured funds of other non-profit agencies.

**The new grant amount for City of Mission will be $ 202,500.00.**

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON _____ of _____, 2011.

| | |
|---|---|
| **County:** | **Municipal Corporation** |
| **Hidalgo County** | **City of Mission** |
| _____ | _____ |
| Diana R. Serna | Norberto Salinas |
| Urban County Director | Mayor |
| Title | Title |
| _____ | _____ |
| Date | Date |

**AI-28096** **13. G.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Irene Montoya **Submitted By:** Estella Webber, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

The Urban County Program is requesting the award of bids and approval of contracts for the demolition and reconstruction of the following:

(2) units in the City of Weslaco and (2) units in the Countywide area in the amount of $184,597.00 to Benchmark Construction.

(1) unit in the City of Mercedes in the amount of $38,740.00 to G&G Contractors.

### BACKGROUND

The applicants were approved to receive assistance under the Owner-Occupied Housing Rehabilitation Program by the County Commissioners' Court on May 31, 2011 and June 28, 2011. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, August 10, 2011.

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

### BUDGETARY IMPACT:

Urban County funds will be utilized.

## Attachments

bid tabs, insurance

Alaniz

Guajardo

Martinez

Pena

Venegas

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/17/2011 08:02 AM |
| Perla Lopez | Perla Lopez | 08/17/2011 10:57 AM |
| Auditor's Office | Arcilia Duran | 08/17/2011 01:34 PM |
| Purchasing Department | Marty Salazar | 08/17/2011 03:12 PM |

Form Started By: Estella Webber Started On: 08/16/2011 05:08 PM

Final Approval Date: 08/17/2011

# Lowest Bidder
# Calculation Summary

Bid Opening: August 10, 2011

| Lowest Bidding Contractor | Family Name | No. of Bdrms | | Bid Amount |
|---|---|---|---|---|
| G&G Construction | M. Alaniz | 2 bdrms | $ | 38,740.00 |
| Benchmark Construction | I. Martinez | 3 bdrms | $ | 48,499.00 |
| | H. Vanegas | 3 bdrms | $ | 48,499.00 |
| | E. Pena | 2 bdrms | $ | 39,100.00 |
| | R. Guajardo | 3 bdrms | $ | 48,499.00 |
| Total Bid Amounts | | | $ | 223,337.00 |

# HIDALGO COUNTY PURCHASING DEPARTMENT

## BID TABULATION SHEET

DEPARTMENT NAME:COUNTY OF HIDALGO COUNTY URBAN COUNTY PROGRAM

BID OPENING DATE: August 10, 2011 | BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: The demolition and reconstruction of One (1) unit in the city of Mercedes, Two (2) units in the city of Weslaco, along with two (2) units in thecounty wide area.Grant No. M-10-UC-48-0501-MG

| CONTRACTORS | I. Martinez-weslaco-3bdrm | M. Alaniz-mercedes | H.Vanegas-CW Edinburg-3 bdrm | E. Pena-weslaco-2bdrm | Guajardo-CW mercedes- |
|---|---|---|---|---|---|
| Momentus | $ 51,450.00 | $ 40,150.00 | $ 52,500.00 | $ 39,800.00 | $ 51,750.00 |
| Argo Construction | $ 50,340.00 | $ 41,185.00 | $ 52,740.00 | $ 39,535.00 | $ 52,540.00 |
| J.R. Limas Construction | $ 49,800.00 | $ 39,300.00 | $ 49,490.00 | $ 40,800.00 | $ 49,800.00 |
| G&G Construction | $ 48,700.00 | $ 38,740.00 | $ 48,690.00 | $ 39,188.00 | $ 48,740.00 |
| Rigney Construction | $ 49,500.00 | $ 42,500.00 | $ 51,500.00 | $ 44,500.00 | $ 51,500.00 |
| De Leon Construction | $ 48,999.99 | $ 38,999.99 | $ 48,999.99 | $ 41,999.99 | $ 48,999.99 |
| Lamar Construction | $ 60,000.00 | $ 52,000.00 | | $ 52,000.00 | |
| Benchmark Construction | $ 48,499.00 | $ 39,100.00 | $ 48,499.00 | $ 39,100.00 | $ 48,499.00 |

48,499.00 +
38,740.00 +
48,499.00 +
39,100.00 +
48,499.00 +
223,337.00 +

0 *

48,499.00+
38,740.00+
48,499.00+
39,100.00+
48,499.00+
223,337.00*

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/08/2011

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
Valley Insurance Provider
PO Drawer 3783
McAllen TX 78502

CONTACT NAME: Debbie Valdez
PHONE (A/C, No, Ext): (956) 787-6536 FAX (A/C, No): (956) 787-7232
E-MAIL ADDRESS: dvaldez@vip-ins.net
PRODUCER CUSTOMER ID #: 4762

INSURED
Bm Benchmark Construction
P. O. Box 720083
McAllen TX 78504-0000

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Evanston - Lga | |
| INSURER B: Essex - Surplus | |
| INSURER C: Tower National Insurance Company | 29203 |
| INSURER D: Texas Mutual Fund Insuran | |
| INSURER E: | |
| INSURER F: | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| B | GENERAL LIABILITY | | | CL421400613 | 07/07/2011 | 07/07/2012 | EACH OCCURRENCE | $ 1,000,000 |
| | [X] COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | [ ] CLAIMS-MADE [X] OCCUR | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | [X] POLICY [ ] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| C | AUTOMOBILE LIABILITY | | | 04731860-1 | 06/02/2011 | 06/02/2012 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,001 |
| | [ ] ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | [ ] ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | [X] SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | [ ] HIRED AUTOS | | | | | | | $ |
| | [ ] NON-OWNED AUTOS | | | | | | | $ |
| A | [ ] UMBRELLA LIAB [ ] OCCUR | | | XOMS391011 | 07/14/2011 | 07/07/2012 | EACH OCCURRENCE | $ 3,000,000 |
| | [X] EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ 3,000,000 |
| | [ ] DEDUCTIBLE | | | | | | | $ |
| | [ ] RETENTION $ | | | | | | | $ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | SBP-0001173304 20101 | 10/13/2010 | 10/13/2011 | [ ] WC STATU-TORY LIMITS [ ] OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

HIDALGO COUNTY URBAN COUNTY PROGRAM
1016 TESORO ST.
PHARR TX 78577-

CANCELLATION

AI 000313

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

AUTHORIZED REPRESENTATIVE

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# ORD. CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 3/17/2011

,ODIE VILLARREAL INSURANCE AGENCY
6 W UNIVERSITY DR
INBURG, TX 78539
6-381-0951

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
RENE GARZA JR
G & G CONTRACTORS
5125 S HWY 281 STE 3
EDINBURG, TX 78539
956-929-1567

| INSURERS AFFORDING COVERAGE | NAIC# |
|---|---|
| INSURER A: ESSEX INSURANCE CO | |
| INSURER B: TEXAS COUNTY MUTUAL | |
| INSURER C: TEXAS MUTUAL INS CO | |
| INSURER D: | |
| INSURER E. | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | | GENERAL LIABILITY<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC | 163911 | 03/14/11 | 03/14/12 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] ALL OWNED AUTOS<br>[X] SCHEDULED AUTOS<br>[ ] HIRED AUTOS<br>[ ] NON-OWNED AUTOS | 604891354 | 03/14/11 | 03/14/12 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | | GARAGE LIABILITY<br>[ ] ANY AUTO | | | | AUTO ONLY - EA ACCIDENT<br>OTHER THAN AUTO ONLY: EA ACC<br>AGG | $<br>$<br>$ |
| | | EXCESS/UMBRELLA LIABILITY<br>[ ] OCCUR [ ] CLAIMS MADE<br>[ ] DEDUCTIBLE<br>[ ] RETENTION $ | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| C | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below | 003002117 | 03/15/11 | 03/15/12 | WC STATU-TORY LIMITS [X] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| | | OTHER | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



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# CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement ("Agreement"), effective as of **August 22, 2011**, among the Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted in a Mechanic's Lien Contract and a Deed of Trust.

BORROWER: **Manuel R. & Manuela Alaniz**

BORROWER'S ADDRESS: **1034 Jones, Mercedes, TX 78570**

LENDER: County of Hidalgo, Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
1916 Tesoro Blvd
Pharr, Texas 78577

CONTRACTOR: **Rene Garza, G & G Contractors**

CONTRACTOR'S ADDRESS: **5125 S. 281, Ste 3, Edinburg, TX 78539**

NOTE:

**$38,740.00** Mechanic's Lien Note dated **August 22, 2011,** executed y Borrower, payable to Contractor, as stated in the note, and secured by the Property, which note has been renewed and extended into a Promissory Note dated **August 22, 2011**, executed by Borrower, payable to Lender, also secured by the Property

CONTRACT:

Mechanic's Lien Contract of even date herewith executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and retaining liens against the Property. The liens have been transferred to Lender

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien granted by Borrower to Contractor in the Mechanic's Lien Contract on the Property, which liens were transferred to Lender in a Transfer of Lien of even date herewith, which Mechanic's Lien Contract and Transfer of Lien are recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien granted by Borrower for the benefit of Lender in a Deed of Trust of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract dated **August 22, 2011** between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor. In the event of a conflict in the documents, the provision in the document containing the most stringent requirement for the matter in dispute shall control

AMOUNT AVAILABLE FOR CONSTRUCTION**: $38,740.00**

Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved

by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower and Contractor have executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, an Owner-Occupied Rehabilitation Loan Program Contract, Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial release and lien waivers from subcontractors, suppliers and Contractor for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) Affidavit of Completion and Final Bills Paid Affidavit executed by Borrower and Contractor, which complies with Subchapter K, Chapter 53, Texas Property Code, together with supporting evidence (including, but not limited to, waivers of lien and releases signed by Contractor and all subcontractors and suppliers of materials) that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will be disbursed thirty-one days after all of the following events have occurred: (i) completion of the Improvements and acceptance by Borrower and Lender; (ii) an Affidavit of Completion acceptable to Lender has been executed by Borrower and Contractor; (iii) the Affidavit of Completion has been filed in the Real Property Records of the county where the Property is located; and (iv) Borrower and Contractor have complied with

the provisions of Paragraph 4 of this Agreement. Notwithstanding any statement in this paragraph to the contrary, the retainage will not be disbursed if any liens have been filed against the Property in the Real Property Records of the county where the Property is located. Further, Lender may withhold approval of payment of the retainage until after Lender is presented evidence satisfactory to Lender, including but not limited to affidavits by Borrower and Contractor, showing payment in full of all obligations incurred in connection with construction.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time

to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

**LENDER'S SIGNATURE:**

**COUNTY OF HIDALGO**

_____

**By: Diana R. Serna**
**Its: Director**

**BORROWER'S SIGNATURE:**

_____

**Manuel R. Alaniz**

_____

**Manuela Alaniz**

**CONTRACTOR'S SIGNATURE:**

_____

**Rene Garza**
**G& G Contractors**

(Jurat/Individual Acknowledgement)

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Manuel R. Alaniz** of HIDALGO COUNTY, on **August 22, 2011.**

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgement)

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Manuela Alaniz** of HIDALGO COUNTY, on **August 22, 2011.**

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Rene Garza G & G Contractors** on **August 22, 2011.**

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Diana Serna** on **_____, 2011.**

_____
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

**Lot 2, Block 4, Garden Park Subdivision to the City of Mercedes, Hidalgo County Texas.**

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

EXHIBIT "C"

SPECIAL CONDITIONS: **NONE**

# CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement ("Agreement"), effective as of **August 22, 2011**, among the Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted in a Mechanic's Lien Contract and a Deed of Trust.

BORROWER: **Ricardo De Leon & Ignacia Guajardo**

BORROWER'S ADDRESS: **14029 Guadalupe Private Rd.**
**Mercedes, TX**

LENDER: County of Hidalgo, Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
1916 Tesoro Blvd
Pharr, Texas 78577

CONTRACTOR: **George Boghs, Benchmark Construction**

CONTRACTOR'S ADDRESS: **119 N. 17th St., McAllen, TX 78504**

NOTE:

**$48,499.00** Mechanic's Lien Note dated **August 22, 2011,** executed y Borrower, payable to Contractor, as stated in the note, and secured by the Property, which note has been renewed and extended into a Promissory Note dated **August 22, 2011**, executed by Borrower, payable to Lender, also secured by the Property

CONTRACT:

Mechanic's Lien Contract of even date herewith executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and retaining liens against the Property. The liens have been transferred to Lender

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien granted by Borrower to Contractor in the Mechanic's Lien Contract on the Property, which liens were transferred to Lender in a Transfer of Lien of even date herewith, which Mechanic's Lien Contract and Transfer of Lien are recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien granted by Borrower for the benefit of Lender in a Deed of Trust of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract dated **August 22, 2011** between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor. In the event of a conflict in the documents, the provision in the document containing the most stringent requirement for the matter in dispute shall control

AMOUNT AVAILABLE FOR CONSTRUCTION**: $48,499.00**

Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved

by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower and Contractor have executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, an Owner-Occupied Rehabilitation Loan Program Contract, Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial release and lien waivers from subcontractors, suppliers and Contractor for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) Affidavit of Completion and Final Bills Paid Affidavit executed by Borrower and Contractor, which complies with Subchapter K, Chapter 53, Texas Property Code, together with supporting evidence (including, but not limited to, waivers of lien and releases signed by Contractor and all subcontractors and suppliers of materials) that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will be disbursed thirty-one days after all of the following events have occurred: (i) completion of the Improvements and acceptance by Borrower and Lender; (ii) an Affidavit of Completion acceptable to Lender has been executed by Borrower and Contractor; (iii) the Affidavit of Completion has been filed in the Real Property Records of the county where the Property is located; and (iv) Borrower and Contractor have complied with

the provisions of Paragraph 4 of this Agreement. Notwithstanding any statement in this paragraph to the contrary, the retainage will not be disbursed if any liens have been filed against the Property in the Real Property Records of the county where the Property is located. Further, Lender may withhold approval of payment of the retainage until after Lender is presented evidence satisfactory to Lender, including but not limited to affidavits by Borrower and Contractor, showing payment in full of all obligations incurred in connection with construction.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time

to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

**LENDER'S SIGNATURE:**

**COUNTY OF HIDALGO**

**By: Diana R. Serna**
**Its: Director**

**BORROWER'S SIGNATURE:**

**Ricardo De Leon Guajardo**

**Ignacio Guajardo**

**CONTRACTOR'S SIGNATURE:**

**George Boghs**
**Benchmark Construction**

(Jurat/Individual Acknowledgement)

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Ricardo De Leon Guajardo** of HIDALGO COUNTY, on **August 22, 2011.**

NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgement)

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Ignacia Guajardo** of HIDALGO COUNTY, on **August 22, 2011.**

NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **George Boghs, Benchmark Construction** on **August 22, 2011.**

NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Diana Serna** on **_____, 2011.**

_____
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

**Tract One:**
**A 55 feet by 125.3 feet Lot out of a 2.00 acre tract of land out of the East 10.76 acres of Farm Tract 2255 North Capisallo District Subdivision, Hidalgo County Texas.**

**Tract Two:**

**A tract of land 11 feet North and South by 125.3 feet East and West the same being immediately North of and contiguous to that certain 55 feet North and South by 125.3 feet East and West heretofore conveyed to the Said Ricardo D. Guajardo et ux by the Grantor therein by a deed dated December 21, 1971, recorded in Voume1306, page 311-12, deed records of Hidalgo Count Texas and the said 55 feet by 125.3 feet previously conveyed and the 11 feet by 125.3 feet hereby conveyed both being out of a 2.0 acre tract of land out of ht east 10.76 acres of Farm Tract 2255 North Capisallo District Subdivision, Hidalgo County Texas, Said 2.0 acre tract having been heretofore previously conveyed to the Grantor, Andrea Guajardo by a deed dated April 8, 1971 recorded in Volume 1283, Page 336-8 Deed Records of Hidalgo County Texas; and the 11 feet north and south by 125.3 feet east and west hereby conveyed being more particularly described by metes and bounds in Deed recorded in Volume 1365, Page 810, Deed Records, Hidalgo County, Texas.**

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

EXHIBIT "C"

SPECIAL CONDITIONS: **NONE**

# CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement ("Agreement"), effective as of **August 22, 2011**, among the Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted in a Mechanic's Lien Contract and a Deed of Trust.

BORROWER: **Inez Martinez**

BORROWER'S ADDRESS: **306 S. Tio St.,**
**Weslaco, TX 78596**

LENDER: County of Hidalgo, Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
1916 Tesoro Blvd
Pharr, Texas 78577

CONTRACTOR: **George Boghs, Benchmark Construction**

CONTRACTOR'S ADDRESS: **119 N. 17th St., McAllen, TX 78504**

NOTE:

**$48,499.00** Mechanic's Lien Note dated **August 22, 2011,** executed y Borrower, payable to Contractor, as stated in the note, and secured by the Property, which note has been renewed and extended into a Promissory Note dated **August 22, 2011**, executed by Borrower, payable to Lender, also secured by the Property

CONTRACT:

Mechanic's Lien Contract of even date herewith executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and retaining liens against the Property. The liens have been transferred to Lender

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien granted by Borrower to Contractor in the Mechanic's Lien Contract on the Property, which liens were transferred to Lender in a Transfer of Lien of even date herewith, which Mechanic's Lien Contract and Transfer of Lien are recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien granted by Borrower for the benefit of Lender in a Deed of Trust of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract dated **August 22, 2011** between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor. In the event of a conflict in the documents, the provision in the document containing the most stringent requirement for the matter in dispute shall control

AMOUNT AVAILABLE FOR CONSTRUCTION**: $48,499.00**

Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved

by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower and Contractor have executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, an Owner-Occupied Rehabilitation Loan Program Contract, Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial release and lien waivers from subcontractors, suppliers and Contractor for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) Affidavit of Completion and Final Bills Paid Affidavit executed by Borrower and Contractor, which complies with Subchapter K, Chapter 53, Texas Property Code, together with supporting evidence (including, but not limited to, waivers of lien and releases signed by Contractor and all subcontractors and suppliers of materials) that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will be disbursed thirty-one days after all of the following events have occurred: (i) completion of the Improvements and acceptance by Borrower and Lender; (ii) an Affidavit of Completion acceptable to Lender has been executed by Borrower and Contractor; (iii) the Affidavit of Completion has been filed in the Real Property Records of the county where the Property is located; and (iv) Borrower and Contractor have complied with

the provisions of Paragraph 4 of this Agreement. Notwithstanding any statement in this paragraph to the contrary, the retainage will not be disbursed if any liens have been filed against the Property in the Real Property Records of the county where the Property is located. Further, Lender may withhold approval of payment of the retainage until after Lender is presented evidence satisfactory to Lender, including but not limited to affidavits by Borrower and Contractor, showing payment in full of all obligations incurred in connection with construction.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time

to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

**LENDER'S SIGNATURE:**

**COUNTY OF HIDALGO**

_____

**By: Diana R. Serna**
**Its: Director**

**BORROWER'S SIGNATURE:**

_____

**Inez Martinez**

**CONTRACTOR'S SIGNATURE:**

_____

**George Boghs**
**Benchmark Construction**

(Jurat/Individual Acknowledgement)

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Inez Martinez** of HIDALGO COUNTY, on **August 22, 2011.**

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **George Boghs, Benchmark Construction** on **August 22, 2011.**

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Diana Serna** on **_____, 2011.**

_____
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

**All of Lot 4, Block 1, Part Number 2, C. Davenport Subdivision, an addition to the City of Weslaco, Hidalgo County Texas.**

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

EXHIBIT "C"

SPECIAL CONDITIONS: **NONE**

# CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement ("Agreement"), effective as of **August 22, 2011**, among the Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted in a Mechanic's Lien Contract and a Deed of Trust.

BORROWER: **Elia Pena**

BORROWER'S ADDRESS: **222 N. Illinois**
**Weslaco, TX 78596**

LENDER: County of Hidalgo, Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
1916 Tesoro Blvd
Pharr, Texas 78577

CONTRACTOR: **George Boghs, Benchmark Construction**

CONTRACTOR'S ADDRESS: **119 N. 17th St., McAllen, TX 78504**

NOTE:

**$39,100.00** Mechanic's Lien Note dated **August 22, 2011,** executed y Borrower, payable to Contractor, as stated in the note, and secured by the Property, which note has been renewed and extended into a Promissory Note dated **August 22, 2011**, executed by Borrower, payable to Lender, also secured by the Property

CONTRACT:

Mechanic's Lien Contract of even date herewith executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and retaining liens against the Property. The liens have been transferred to Lender

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien granted by Borrower to Contractor in the Mechanic's Lien Contract on the Property, which liens were transferred to Lender in a Transfer of Lien of even date herewith, which Mechanic's Lien Contract and Transfer of Lien are recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien granted by Borrower for the benefit of Lender in a Deed of Trust of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract dated **August 22, 2011** between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor. In the event of a conflict in the documents, the provision in the document containing the most stringent requirement for the matter in dispute shall control

AMOUNT AVAILABLE FOR CONSTRUCTION**: $39,100.00**

Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved

by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower and Contractor have executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, an Owner-Occupied Rehabilitation Loan Program Contract, Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial release and lien waivers from subcontractors, suppliers and Contractor for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) Affidavit of Completion and Final Bills Paid Affidavit executed by Borrower and Contractor, which complies with Subchapter K, Chapter 53, Texas Property Code, together with supporting evidence (including, but not limited to, waivers of lien and releases signed by Contractor and all subcontractors and suppliers of materials) that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will be disbursed thirty-one days after all of the following events have occurred: (i) completion of the Improvements and acceptance by Borrower and Lender; (ii) an Affidavit of Completion acceptable to Lender has been executed by Borrower and Contractor; (iii) the Affidavit of Completion has been filed in the Real Property Records of the county where the Property is located; and (iv) Borrower and Contractor have complied with

the provisions of Paragraph 4 of this Agreement. Notwithstanding any statement in this paragraph to the contrary, the retainage will not be disbursed if any liens have been filed against the Property in the Real Property Records of the county where the Property is located. Further, Lender may withhold approval of payment of the retainage until after Lender is presented evidence satisfactory to Lender, including but not limited to affidavits by Borrower and Contractor, showing payment in full of all obligations incurred in connection with construction.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time

to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

**LENDER'S SIGNATURE:**

**COUNTY OF HIDALGO**

_____

**By: Diana R. Serna**
**Its: Director**

**BORROWER'S SIGNATURE:**

_____

**Elia Pena**

**CONTRACTOR'S SIGNATURE:**

_____

**George Boghs**
**Benchmark Construction**

(Jurat/Individual Acknowledgement)

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Elia Pena** of HIDALGO COUNTY, on **August 22, 2011.**

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **George Boghs, Benchmark Construction** on **August 22, 2011.**

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Diana Serna** on **_____, 2011.**

_____
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

**Lot 11 & 12 Block 10, Gonzalez Addition to the city of Weslaco, Hidalgo County Texas.**

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

EXHIBIT "C"

SPECIAL CONDITIONS: **NONE**

# CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement ("Agreement"), effective as of **August 22, 2011**, among the Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted in a Mechanic's Lien Contract and a Deed of Trust.

BORROWER: **Holaquer & Ninfa Vanegas**

BORROWER'S ADDRESS: **8215 Marigold**
**Edinburg, TX 78539**

LENDER: County of Hidalgo, Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
1916 Tesoro Blvd
Pharr, Texas 78577

CONTRACTOR: **George Boghs, Benchmark Construction**

CONTRACTOR'S ADDRESS: **119 N. 17th St., McAllen, TX 78504**

NOTE:

**$48,499.00** Mechanic's Lien Note dated **August 22, 2011,** executed y Borrower, payable to Contractor, as stated in the note, and secured by the Property, which note has been renewed and extended into a Promissory Note dated **August 22, 2011**, executed by Borrower, payable to Lender, also secured by the Property

CONTRACT:

Mechanic's Lien Contract of even date herewith executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and retaining liens against the Property. The liens have been transferred to Lender

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien granted by Borrower to Contractor in the Mechanic's Lien Contract on the Property, which liens were transferred to Lender in a Transfer of Lien of even date herewith, which Mechanic's Lien Contract and Transfer of Lien are recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien granted by Borrower for the benefit of Lender in a Deed of Trust of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract dated **August 22, 2011** between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor. In the event of a conflict in the documents, the provision in the document containing the most stringent requirement for the matter in dispute shall control

AMOUNT AVAILABLE FOR CONSTRUCTION**: $48,499.00**

Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved

by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower and Contractor have executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, an Owner-Occupied Rehabilitation Loan Program Contract, Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial release and lien waivers from subcontractors, suppliers and Contractor for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) Affidavit of Completion and Final Bills Paid Affidavit executed by Borrower and Contractor, which complies with Subchapter K, Chapter 53, Texas Property Code, together with supporting evidence (including, but not limited to, waivers of lien and releases signed by Contractor and all subcontractors and suppliers of materials) that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will be disbursed thirty-one days after all of the following events have occurred: (i) completion of the Improvements and acceptance by Borrower and Lender; (ii) an Affidavit of Completion acceptable to Lender has been executed by Borrower and Contractor; (iii) the Affidavit of Completion has been filed in the Real Property Records of the county where the Property is located; and (iv) Borrower and Contractor have complied with

the provisions of Paragraph 4 of this Agreement. Notwithstanding any statement in this paragraph to the contrary, the retainage will not be disbursed if any liens have been filed against the Property in the Real Property Records of the county where the Property is located. Further, Lender may withhold approval of payment of the retainage until after Lender is presented evidence satisfactory to Lender, including but not limited to affidavits by Borrower and Contractor, showing payment in full of all obligations incurred in connection with construction.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time

to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

**LENDER'S SIGNATURE:**

**COUNTY OF HIDALGO**

**By: Diana R. Serna**
**Its: Director**

**BORROWER'S SIGNATURE:**

**Holaquer Vanegas**

**Ninfa Vanegas**

**CONTRACTOR'S SIGNATURE:**

**George Boghs**
**Benchmark Construction**

(Jurat/Individual Acknowledgement)

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Holaquer Vanegas** of HIDALGO COUNTY, on **August 22, 2011.**

NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgement)

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Ninfa Vanegas** of HIDALGO COUNTY, on **August 22, 2011.**

NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **George Boghs, Benchmark Construction** on **August 22, 2011.**

NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Diana Serna** on **_____, 2011.**

_____
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

**Lot 35, San Carlos Estates, Hidalgo County Texas.**

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

EXHIBIT "C"

SPECIAL CONDITIONS: **NONE**

**AI-28100** **13. H.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Carlos Jasso **Submitted By:** Estella Webber, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

The Urban County Program is requesting approval of a best and final negotiated contract with R. Gutierrez Engineering Corporation in the amount of $122,490.00 utilizing Precinct No. 2 matching funds for the proposed Flood Drainage Improvement Project known as the "Minnesota Drain" under the Texas General Land Office Contract No. 10-5066-000-5043 (formerly TDRA Contract No. DRS010068).

### BACKGROUND

R. Gutierrez Engineering Corporation has submitted a best and final offer for professional engineering services for Flood Drainage Improvements within Hidalgo County Precinct No. 2, City of San Juan, Tx. R. Gutierrez Engineering Corporation was the highest rated firm by Commissioner's Court. Contract approval in the amount of $122,490.00 is being requested. The overall project cost will be $1,135,408.39 of which $600,000.00 is being provided by the Texas General Land Office for disaster recovery and restoration of infrastructure for communities impacted in 2008 by Hurricane Dolly. Pct. No. 2 has committed an amount of $535,408.39 as matching funds for the completion of the Minnesota Drain.
Please see attached scope of services.

Contract Amount: $ 122,490.00
Precinct No. 2 Matching Funds: $ 535, 408.39

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1342-431-00-122-058-0-711/733

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

**BUDGETARY IMPACT:**

Available funds as of 8/17/11 are $631,323.39.

## Attachments

letter, scope of services
agreement
estimate, insurance

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/17/2011 11:05 AM |
| Perla Lopez | Perla Lopez | 08/17/2011 11:26 AM |

| | | |
|---|---|---|
| Auditor's Office | Arcilia Duran | 08/17/2011 01:36 PM |
| Purchasing Department | Marty Salazar | 08/17/2011 03:37 PM |

Form Started By: Estella Webber Started On: 08/17/2011 10:24 AM

Final Approval Date: 08/17/2011

**R. Gutierrez Engineering Corporation – Firm 486**

August 16, 2011

Tony Barco
Compliance Division Manager
Urban County Program
1916 Tesoro Boulevard
Pharr, TX 78577

RE: Minnesota Drain Project - Best and Final Offer

Dear Mr. Barco:

The best and final offer for performing the engineering services for the Minnesota Drain Project is $122,490.00. This fee is based on a scope of work as described in the enclosed "Attachment A – Scope of Services". Please note that the fee is also based on an estimated 16 R.O.W. parcels to be acquired. If the number of parcels is increased or decreased, then the proposed fee will be adjusted up or down in accordance with the costs per parcel indicated in the enclosed "Project Cost Estimate".

If you require additional information, please do not hesitate to call me. I can be reached at my office at 956-782-2557 or on my cell phone at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

cc: Files

attach




130 E Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com

## ATTACHMENT "A"

## SCOPE OF SERVICES

### General

The project consists of data collection, utility coordination, right-of-way map and parcels preparation, geotechnical investigations, preliminary engineering analysis, engineering design, bidding assistance, and construction administration services for the proposed improvements to an existing undersized drainage channel and for modifications to an existing storm sewer system.

The existing channel begins at Minnesota Road approximately 0.25 miles east of Raul Longoria Road and runs north approximately 0.25 miles. It then runs east a distance of approximately 1.0 miles at which point it converges with an existing Hidalgo County Irrigation District No. 2 drain ditch.

The existing storm sewer system to be modified is located at the Primavera No. 2 Subdivision. It will be modified by connecting to an existing manhole located approximately 0.25 miles south of Minnesota Road and running the storm sewer pipe northward approximately 0.50 miles to discharge into the improved drainage channel.

The **Engineer** will provide the following:

- Project Start-up & Coordination, Data Collection & Design Criteria, Topographical Survey & Right-of-Way Mapping, and Preliminary Engineering services to develop a Preliminary Engineering Schematic and an Engineer's Statement of Probable Cost for review with Hidalgo County Urban County Program to determine the proposed final course of action to take in providing drainage relief.

- Final Design & Plan Preparation services to develop improvements to an existing undersized drain ditch in accordance with the approved Preliminary Engineering Schematic and Engineer's Statement of Probable Cost.

### Task I. Project Start-Up and Coordination

The Engineer will coordinate the proposed project with Hidalgo County Urban County Program, Hidalgo County Precinct No. 2, the City of San Juan, Hidalgo County Drainage District No. 1, and Hidalgo County Irrigation District No. 2 to determine the initial project requirements, to discuss goals and objectives of the project and facilitate the development of the necessary agreements for the development of the proposed drainage improvement project. The Engineer will obtain right-of-entry for properties to be surveyed. (Hidalgo County Pct 2 will assist the Engineer in obtaining written authorization from property owners to enter onto private property for the purposes of performing surveying and geotechnical investigation activities.)



## Task II. Data Collection and Design Criteria

The Engineer will collect and review existing data pertinent to the proposed drainage improvement project. The Engineer will coordinate the project survey needs and prepare a project location map for use in developing the project. The Engineer will review the preliminary drainage discharge data with the Hidalgo County Drainage District No. 1 and other affected entities and develop the proposed project design criteria and objectives. The Engineer will meet with the City of San Juan, Hidalgo County Irrigation District No. 2, owners of any existing utilities, and other entities as needed to complete the work required for this phase.

## Task III. Topographical Survey and R.O.W. Mapping

The Engineer will obtain cross-sections @ approximately 200-foot intervals along the existing undersized drain ditch to be improved (approximately 6,600-feet in length). Cross-sections shall extend approximately 100-feet either side of the existing ditch alignment where practical.

The Engineer will obtain cross-sections @ approximately 200-foot intervals along an approximately 1,200-foot section (600-feet upstream and downstream) of the existing Hidalgo County Irrigation District No. 2 drain ditch that will serve as the outfall for the proposed drainage improvements. Cross-sections shall extend approximately 100-feet either side of existing ditch centerline where practical.

The Engineer will also obtain topographic information along the proposed alignment of the proposed storm sewer modifications.

The Engineer will provide for a geotechnical engineering firm to perform a geotechnical investigation of the proposed drain ditch improvements site to obtain subsurface data for use in development of the project. Soil engineering properties and characteristics will be identified and subsurface water elevations will be obtained.

The Engineer will provide for a Registered Public Land Surveyor to provide surveying services for the development of the project right-of-way map. The Surveyor will develop a map of the existing property boundaries for use in the development of the project. The Surveyor will develop the required right-of-way parcels for acquisition by Hidalgo County Pct 2.

The Surveyor will collect topographical survey data to create a base map for use in the development of plans and specifications for the construction project. The topographical base map will include all identified features including: existing drain ditch top of banks and flow line, existing culverts with flow line elevations, existing sanitary sewer facilities with flow line elevations, water lines, underground telephone, electrical, or gas lines, electrical poles, irrigation lines or wells with elevations, etc. The detailed topography will be developed only for an area covering the existing and proposed right-of-way. Other significant features in the immediate vicinity may be included.

## Task IV. Preliminary Engineering

The Engineer will develop a project layout map for use in designing the proposed improvements to the existing undersized channel. The proposed channel improvements will be determined in coordination with Hidalgo County Urban County Program taking into account the input of Hidalgo County Pct 2 and City of San Juan officials as well as those of the Hidalgo County Drainage District No. 1 and Hidalgo County Irrigation District No. 2. A Preliminary Schematic of the proposed improvements to the existing outfall channel and storm sewer modifications will be developed and will include existing and proposed typical channel sections, locations and sizes of existing and proposed drainage structures. The Engineer will develop an Engineer's Statement of Probable Cost for the project and for review with Hidalgo County Urban County Program to determine the final course of action to take.

## Task V. Final Design and Plans Preparation

The Engineer will develop detailed design drawings of the proposed improvements. The design drawings will be developed utilizing the approved Preliminary Engineering Schematic developed during the preliminary engineering phase of the project. The construction plans will include a Title Sheet, Existing and Proposed Channel Typical Sections, Plan & Profile Sheets, Culvert Crossing Details and Estimate & Quantity Sheets. The Engineer will prepare a Statement of Probable Costs for the proposed improvements. The construction documents will be submitted to Hidalgo County Urban County Program and other entities for review and approval. The final plans will be developed on 11"x17" bond paper.

## Task VI. Bidding and Construction Phase Services

The Engineer will prepare bid packages for distribution of plans and specifications to prospective bidders and plan rooms. The Engineer will attend pre-bid conference and address contractor concerns regarding the plans and specifications. The Engineer will issue addenda as necessary to address comments and concerns by contractors. The Engineer will assist Hidalgo County Urban County Program in receiving and opening of bids. The Engineer will prepare a bid tabulation and make a recommendation for award of the project to the lowest responsive bidder.

The Engineer will prepare four (4) sets of construction contracts for signature by Hidalgo County Urban County Program and the Contractor. The Engineer will conduct a pre-construction conference with Hidalgo County Urban County Program and the Contractor. The Engineer will issue a notice to proceed on behalf of Hidalgo County Urban County Program. The Engineer will provide one set of construction stakes for the Contractor's use in construction of the project. The Engineer will provide random weekly construction observation during construction of the project, for review of progress for Contractor payment requests. The Engineer will review monthly payment requests and change orders and provide recommendations. The Engineer will review submittals and provide approvals, as necessary. The Engineer will review final payment request and provide final walk-through with Contractor. The Engineer will issue and approve final contract close-out document and issue record drawings based on Contractor's mark-ups.

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

## Part I - Professional Services Agreement

This Agreement, entered into this 22nd day of August 2011 by and between Hidalgo County Precinct No. 2, (hereinafter called the "Party") and R. Gutierrez Engineering Corporation, duly authorized Engineer, herein acting by Ramiro Gutierrez, P.E. (Hereinafter called the "Engineer").

**WITNESSETH THAT:**

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineer in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the PROJECT area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

### SECTION I
### EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

### SECTION II
### BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed TDRA Flood Drainage Improvements Account(s) 6536-92-0309-5000-9200. *(See Exhibit A)*

## 2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's approval of the work of this Preliminary Phase before proceeding with the next phase.

## 2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans specification and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

## 2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party

will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.

e. During the progress of actual construction, Engineer will keep the Owner informed with brief and concise information. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project completed, a brief narrative of what problems have been encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractors for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractors.

i. Upon receipt of notification by the Party that the work has been completed, the Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, when requested.

l. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party of **Hidalgo County** Precinct No. 2 Four (4) sets of plans and four (4) sets of specifications and contract documents.

## SECTION III
## ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

## SECTION IV
## REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within the County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

## SECTION V
## THE PARTY'S RESPONSIBILITIES

**The Party will:**

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the Engineering services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

## SECTION VI
## PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of $ 122,490.00 for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

## SECTION VII
## OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

## SECTION VIII
## TERMINATION

The Party may terminate this Agreement at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the service rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Contract. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

## SECTION IX
## COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

## SECTION X
## SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

## SECTION XI
## TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

## SECTION XII
## VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

## SECTION XIII
## CHANGES

The Party may, from time to time, request changes in the Scope of Services of the Engineer as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Party and the Engineer shall be incorporated in written amendments to the Contract.

## SECTION XIV
## COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any Engineer's negligence done in performing any of the work embraced by this Contract.

## SECTION XV
## ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

## SECTION XVI
## GENERAL

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

## SECTION XVII
## INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, the insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

## SECTION XVIII
## WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

## SECTION XIX
## EFFECTIVE DATE

The effective date of this contract shall be **August 22, 2011**. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.
This Agreement is hereby approved this _____ day of _____, 20_____.

Signature: _____
**Ramiro Gutierrez, P.E**

Firm Name: **R. Gutierrez Engineering Corporation**

Address: **130 E. Park Avenue**
City/ST/ZIP: **Pharr, TX 78577**

FED ID #/SS #: **74-2884551**

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

This instrument was acknowledged before me on this the _____ day of_____, 20___,
by _____of and on behalf of _____,
(title) (a corporation)(a partnership)(a sole proprietorship).

_____
(seal) Notary - Signature

**County of Hidalgo Urban County Program:**

**ATTEST:**

_____ _____
Witness Diana R. Serna, UCP Director

# Exhibit "A"

(Scope of Services)

see attached

R. Gutierrez
Engineering Corporation

HIDALGO CO. PCT 2

8/16/2011

CITY OF SAN JUAN

MINNESOTA DRAIN
INTERIM DESIGN
(W/O DETENTION) **

PROJECT COST ESTIMATE

| ITEM DESCRIPTION | | COST |
|---|---|---|
| **MINNESOTA DRAIN** | | |
| **LENGTH OF PROJECT = 1.25 MILES** | | |
| **PROJECT ESTIMATED CONSTRUCTION COST** | | **$663,718.00** |
| **BASIC SERVICES FEE** | | |
| Engineering Services Fee (8% of Construction Cost) | $53,097.44 | |
| Topographic Survey Services Fee (2.5% of Construction Cost) | $16,592.95 | |
| **Basic Fee (Prelim Eng, Design & Construction Services Fee)** | **$69,690.39** | |
| **RIGHT-OF-WAY SERVICES COST (Add'l Service):** | | |
| Obtain Title Reports (Est 16 Parcels @ $600.00/Parcel) | $9,600.00 | |
| Develop Parcels & R.O.W. Map (Est 16 Parcels @ $2,200.00/Parcel) | $35,200.00 | |
| **R.O.W. Map Services Fee** | **$44,800.00** | |
| **GEOTECHNICAL INVESTIGATION (Add'l Services)** | | |
| Geotechnical Services | $8,000.00 | |
| **Geotechnical Investigations Services Fee** | **$8,000.00** | |
| **TOTAL PROJECT PROFESSIONAL SERVICES COST** | | **$122,490.39** |

| TOTAL PROJECT ESTIMATED COST | | |
|---|---|---|
| | | |
| ESTIMATED CONSTRUCTION COST | $663,718.00 | |
| PROFESSIONAL SERVICES COST | $122,490.39 | |
| R.O.W. ACQUISITION COST (Est. 9 Ac @ $20,000/Ac) | $180,000.00 | |
| EASEMENT ACQUISITION COST (Est. 50,000 SF @ $2.00/SF) | $100,000.00 | |
| APPRAISAL REPORTS (@ $2,500.00 per Parcel) | $40,000.00 | |
| REVIEW APPRAISALS (@ $600.00 per Parcel) | $9,600.00 | |
| CLOSING COSTS (@ $600.00 per Parcel) | $9,600.00 | |
| MISCELLANEOUS LEGAL COSTS | $10,000.00 | |
| | | |
| | | |
| TOTAL PROJECT COST | | $1,135,408.39 |

NOTE: DRAIN DITCH DESIGN WITHOUT DETENTION WILL NOT HANDLE A 2-YEAR DESIGN FREQUENCY STORM AND MAY CAUSE WATER TO BE BACKED UP WITHIN THE SUBDIVISIONS AND LOW-LYING AREAS BEING SERVICED BY THIS DITCH.

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
R. Gutierrez Engineering Corporation

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
130 E. Park Avenue

Requester's name and address (optional)

City, state, and ZIP code
Pharr, TX 78577

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
| | | | | | | | | |

or

Employer identification number
7 4 2 8 8 4 5 5 1

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here** Signature of U.S. person ► [signature] Date ► January 3, 2011

## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

EPLS Excluded Parties List System

**Search Results Excluded By**
**Exact Name : R. Gutierrez Engineering Corporation**
**SSN/TIN as of 17-Aug-2011 9:35 AM EDT**

---

**Your search returned no results.**

**Certification**
**Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: 

Print Name: Ramiro Gutierrez

Title: President

Telephone Number: 956-782-2557

Date: August 17, 2011

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

2167304

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

Filed for Record in:
Hidalgo County
by Arturo Guajardo Jr.
County Clerk

On: Jan 04,2011 at 04:3[illegible]P

As a Recording

Document Number: 2167304
Total Fees : 16.00

Receipt Number - 116756
By:
Ismael Hidalgo, Deputy

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

Ramiro Gutierrez

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

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

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

N / A

Name of Officer

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

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

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

Signature of person doing business with the governmental entity

January 3, 2011

Date

RAMIRO GUTIERREZ

Adopted 06/29/2007

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/17/2011

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**
Valley Insurance Provider
PO Drawer 3783
McAllen TX 78502

CONTACT NAME: Ron Dunagan
PHONE (A/C, No, Ext): (956) 787-8536 FAX (A/C, No): (956) 787-7232
E-MAIL ADDRESS: rdunagan@vip-ins.net
PRODUCER CUSTOMER ID #: 374

**INSURED**
R Gutierrez Engineering C
130 E. Park
Pharr TX 78577-0000

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Zurich North America | |
| INSURER B : America First Insurance | |
| INSURER C : Zurich North America | |
| INSURER D : Zurich North America | |
| INSURER E : Landmark American Insurance Company | |
| INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC | | | PAS 42735911 | 11/05/2010 | 11/05/2011 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | BA 4885213 | 11/05/2010 | 11/05/2011 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| C | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DEDUCTIBLE<br>RETENTION $ | | | PAS 42735911 | 11/05/2010 | 11/05/2011 | EACH OCCURRENCE<br>AGGREGATE | $ 2,000,000<br>$ 2,000,000 |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | WC 03811132 01 | 11/05/2010 | 11/05/2011 | WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| E | PROFESSIONAL LIABILITY | | | LHR728055 | 11/05/2010 | 11/05/2011 | Per Claim Limit<br>Aggregate Limit | 1,000,000<br>1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

HIDALGO COUNTY- URBAN COUNTY PROGRAM
1916 TESORO BLVD
PHARR TX 78577-

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

AI 002525

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**AI-28087** **13. I.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Monica Leal **Submitted By:** Estella Webber, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

Urban County Program on behalf of Precinct No. 2 is requesting authority to purchase fourteen (14) computers for the City of San Juan Public Library. Purchase will be made from Dell (contract # DIR-SDD-890-TX) an approved vendor through Hidalgo County's membership and participation with TPPS-DIR. The total amount of computer equipment is $12,129.46 (quote attached) for the City of San Juan Public Library funded thru FY 23 (2010) Precinct No. 2 Neighborhood Facilities line item.

### BACKGROUND

The computers purchased will be utilized by the City of San Juan Public Library. See attached price proposal form.

Vendor: Dell
Purchase Amount: $12,129.46
Funds Available: $100,000.00 – FY 23 (2010) – Precinct 2 Neighborhood Facilities

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** Urban County Funds

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

### BUDGETARY IMPACT:

Urban County Year 23 (2010) Precinct #2 Neighborhood Facilities funds will be utilized for the purchase of computers.

## Attachments

library computer purchases

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/16/2011 04:32 PM |
| Perla Lopez | Perla Lopez | 08/17/2011 09:13 AM |
| Auditor's Office | Arcilia Duran | 08/17/2011 01:27 PM |
| Purchasing Department | Marty Salazar | 08/17/2011 03:12 PM |

Form Started By: Estella Webber Started On: 08/16/2011 03:45 PM

Final Approval Date: 08/17/2011

# COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

## Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

**Name of Cooperative:** The Department of Information Resources (DIR) **Person Contacted:** Erica Robinson

**Purchase #1** **Vendor Name:** DELL **Contract No. :** 48ABO **Phone:** 800-981-3355

| Quantity | Description of Items | Price per Unit | Total Amount |
|---|---|---|---|
| 14 | OptiPlex desktop computers | $866.39 | $12,129.46 |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | TOTAL: | $12,129.46 |

**Recommendation:** The items listed above, will be purchased for the New San Juan Public Library through a State Contract Vendor

**Requested by:** [signature] Date 8/10/2011 **UCP Approval:** [signature] Date 8/16/11

# DELL

## QUOTATION

**QUOTE #:** 594230444
**Customer #:** 12596447
**Contract #:** 48ABO
**CustomerAgreement #:** DIR-SDD-890-TX
**Quote Date:** 8/15/11
**Customer Name:** CITY OF HIDALGO

Date: 8/15/11 11:49:09 AM

| | | | |
|---|---|---|---|
| TOTAL QUOTE AMOUNT: | $12,129.46 | | |
| Product Subtotal: | $12,129.46 | | |
| Tax: | $0.00 | | |
| Shipping & Handling: | $0.00 | | |
| Shipping Method: | Ground | Total Number of System Groups: | 1 |

| GROUP: 1 | QUANTITY: 14 | SYSTEM PRICE: $866.39 | GROUP TOTAL: $12,129.46 |
|---|---|---|---|
| | | | |
| Base Unit: | OptiPlex 380 Desktop Base Up to 88 Percent Efficient PSU (224-7708) | | |
| Processor: | OptiPlex 380, Core 2 Duo E7500 with VT/2.93GHz,3M,1066FSB (317-3258) | | |
| Memory: | 4GB,Non-ECC,1333MHz DDR3,1X4GB,Dell OptiPlex 380 and 780 (317-5561) | | |
| Keyboard: | Dell USB Entry Keyboard, No Hot Keys, English, OptiPlex (331-2024) | | |
| Monitor: | Dell 19 inch Flat Panel Display,E1911,Black,OptiPlex,Precision and Latitude (320-1762) | | |
| Video Card: | Integrated Video,GMA 4500,Dell OptiPlex 760,960 and 980 (320-7407) | | |
| Hard Drive: | 250GB SATA 3.0Gb/s and 8MB Data Burst Cache,Dell OptiPlex 780/580 (341-9793) | | |
| Operating System: | Windows 7 Professional,Media, 64-bit, Optiplex, English (421-5608) | | |
| Operating System: | Windows 7 Label, Optiplex, Fixed Precision, Vostro Desktop (330-6228) | | |
| Mouse: | Dell MS111 USB Optical Mouse,OptiPlex and Fixed Precision (330-9458) | | |
| CD-ROM or DVD-ROM Drive: | 16X DVD+/-RW SATA,Data Only,Dell OptiPlex Desktop or Minitower (313-8645) | | |
| CD-ROM or DVD-ROM Drive: | Cyberlink Power DVD 9.5,No Media, Dell OptiPlex, Latitude and Precision Workstation (421-4370) | | |
| CD-ROM or DVD-ROM Drive: | Roxio Creator Starter,No Media,Dell OptiPlex, Latitude and Precision Workstation (421-4539) | | |
| Sound Card: | Opti 380 Heat Sink, Desktop (330-2080) | | |
| Speakers: | Internal Chassis Speaker Option,Dell OptiPlex 380 (313-9164) | | |
| Cable: | OptiPlex 380 Desktop Up to 88 Percent Efficient Power Supply (330-6938) | | |
| Cable: | Dell Data Protection Access,OptiPlex (421-5078) | | |
| Documentation Diskette: | Documentation,English,Dell OptiPlex (330-1710) | | |
| Documentation Diskette: | Power Cord,125V,2M,C13,Dell OptiPlex (330-1711) | | |
| Bundled Software: | No Productivity Software,Dell OptiPlex,Precision and Latitude (421-3872) | | |
| Factory Installed Software: | Dell Energy Smart Power Management Settings Enabled,This Item is Not EStar Qualified,OptiPlex (330-4817) | | |
| Software Disk Two: | Chassis intrusion switch, DellOptiPlex (310-6719) | | |
| Feature | No Resource DVD for Dell Optiplex, Latitude, Precision (313-3673) | | |
| Service: | Dell Hardware Limited Warranty Plus Onsite Service Extended Year(s) (907-3888) | | |
| Service: | Dell Hardware Limited Warranty Plus Onsite Service Initial Year (907-4027) | | |
| Service: | Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-5 (989-3449) | | |
| Service: | ProSupport : Next Business Day Parts and Labor Onsite Response 2 Year Extended (907-2072) | | |
| Service: | ProSupport : Next Business Day Parts and Labor Onsite Response Initial Year (908-2790) | | |
| Service: | ProSupport : 7x24 Technical Support , 2 Year Extended (984-0002) | | |
| Service: | ProSupport : 7x24 Technical Support , Initial (984-6640) | | |

| | |
|---|---|
| Misc: | CFI,Integration Fee,Order Ready,Prowc (365-0531) |
| Misc: | No Quick Reference Guide,Dell OptiPlex (310-9444) |
| Misc: | Shipping Material for System Neo Desktop,Dell OptiPlex Desktop (330-1187) |
| | |

| | | | |
|---|---|---|---|
| SALES REP: | Lance Miller | PHONE: | 18004563355 |
| Email Address: | Lance_Miller@Dell.Com | Phone Ext: | 5139786 |

Please review this quote carefully. If complete and accurate, you may place your order online at www.dell.com/qto (use quote number above). POs and payments should be made to *Dell Marketing L.P.*

If you do not have a separate agreement with Dell that applies to your order, please refer to www.dell.com/terms as follows:

If purchasing for your internal use, your order will be subject to *Dell's Terms and Conditions of Sale-Direct* including Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. If purchasing for resale, your order will be subject to *Dell's Terms and Condition of Sale for Persons or Entities Purchasing to Resell*, and other terms of Dell's PartnerDirect program at www.dell.com/partner. If your order includes services, visit www.dell.com/servicecontracts for service descriptions and terms.

Quote information is valid for U.S. customers and U.S. addresses only, and is subject to change. Sales tax on products shipped is based on "Ship To" address, and for downloads is based on "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, with seller listed as *Dell Marketing L.P*, to Dell's Tax Department at 800-433-9023. Please include your Customer Number.

For certain products shipped to end-users in California, a State Environmental Fee will be applied. For Asset Recovery/Recycling Services, visit www.dell.com/assetrecovery.

# Texas State DIR Contract # DIR-SDD-890
# List of Dell Authorized Order Fulfillers

**If you wish to purchase through a Dell authorized Order Fulfiller, please choose from one of Order Fulfillers below:**

**Advant Tech Solutions**
Contact: Cindy Moreno
cmoreno@advanttechsolution.net
2215 Skyridge Lane, Richmond, TX 77469
Phone: (832) 595-8785
Fax: (832) 595-1980
HUB: Yes/ Woman Owned
Please include contract code # **TOF86ABO** on all Purchase Orders.

**Austin Ribbon & Computer (ARC)**
Contact: Jana King
Jana@arc-texas.com
7320 N MOPAC Expressway, STE 301, Austin, TX 78731
Phone: (512) 452-0651
Fax: (512) 452-0691
HUB: Yes / Woman Owned
Please include contract code # **TOF91ABO** on all Purchase Orders.

**Checkpoint Services, Inc.**
Contact: Kristin Cox
Kristen.Cox@checkpnt.com
1790 Commerce Park, STE A-1, El Paso, TX 79912
Phone: (915) 581-1185
Fax: (915) 585-7751
HUB: Yes/ Woman Owned
Please include contract code # **TOF82ABO** on all Purchase Orders.

**Commonwealth Computer**
Contact: Bill Broadus
Cwealth@swbell.net
24165 IH 10 West, STE 217-616, San Antonio, TX 78257
Phone: (210) 698-3825
Fax: (210) 698-3231
HUB: Yes / Black Male
Please include contract code # **TOF87ABO** on all Purchase Orders.

**NWN Corp.**
Contact: Shearrard Thomas
SThomas@nwnit.com
10661 Rockley Rd., Houston, TX 77099
Phone: (281) 506-1112
Fax: (281) 983-5599
HUB: No
Please include contract code # **TOF93ABQ** on all Purchase Orders.

**SHI Government Solutions**
Contact: Susan Parken
Susan_parken@gs.shi.com
1250 Capitol of Texas Highway, Bldg #1 #350, Austin, TX 78746
Phone: (800) 870-6079
Fax: (512) 732-0232
HUB: Yes/ Asian Male
Please include contract code # **TOF95ABQ** on all Purchase Orders.

**Summus Industries**
Contact: Summus Contact
info@summusindustries.com
14090 Southwest Freeway, Suite 300, Sugar Land, TX 77478
Phone: 281-340-2033
Fax: 281-340-2053
HUB: Yes/ Black Male
Please include contract code # **TOF54ABO** on all Purchase Orders.

**xNet Systems**
Contact: Barry Boland
Barry@xnetsystems.com
14450 T C Jester, STE 120, Houston, TX 77014
Phone: (281) 539-0886
Fax: (281) 539-0885
HUB: Yes / Woman Owned
Please include contract code # **TOF42ABP** on all Purchase Orders.




## Dell Marketing LP

**URL** Vendor Website
**Vendor ID** 1742616805400
**HUB Type** Non HUB

**DIR Contract Number** DIR-SDD-890
**Contract Term End Date** 1/13/2013
**Contract Exp Date** 1/13/2013

### Dell Marketing LP

**Contact** Tracey Selberg
**Phone** (512) 788-1653
**Fax** 512-283-9092

### DIR

**Contact** Aiko Morales
**Phone** (512) 475-0515
**Fax** (512) 475-4759

Contract Overview

Get Adobe Reader

**Contract: DIR-SDD-890**

**Standard Terms and Conditions PDF - 151 KB**
This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

### How to Order

1. For product and pricing information, visit t Marketing LP website or contact Tracey Se at (512) 788-1653. **Reseller Vendors ar available through this Contract.** Select any Reseller Vendor contacts listed below obtain product and pricing information.
2. Generate a purchase order, made payable Marketing LP or any Reseller Vendor listec You must reference Contract Number **DIR 890** on your purchase order.
3. Email or fax your purchase order and quot to Dell Marketing LP at (512) 283-9092 or Reseller Vendor listed below.
4. Note: All customer purchase orders must reference contract number **DIR-SDD-89C Contract Code #48ABO** when submitted or Reseller Vendor listed below.

### Available Brands

alentum software
Amer Assoc Airport Executives

**HUB Subcontracting Plan (HSP) PDF - 326 KB | Updated 05/09/2011**
The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

**Pricing PDF - 55 KB | Updated 06/10/2010**
Pricing for available products and/or services under this contract are limited to those identified in the appendix.

Analyse-It
Antenna Plus, LLC
Anthro
Annsense

**Available Products & Services**

Computer Peripherals
Computers
Computers - Desktop
Computers - Laptops
Computers - Portable
Computers: Servers

**Additional Contract Information**

Appendix D, Customer Master Services Agreemen
Appendix E, Master Lease Agreement Revised Dec (2594 KB)
Lease Purchase Schedule (51 KB)
Dell Flex Lease Purchase Schedule (64 KB)
True Lease Schedule (46 KB)

## Reseller Vendor Contacts

| Vendor Name | Vendor ID | HUB Type | Contact Name | Phone/Fax | Address |
|---|---|---|---|---|---|
| Advant Tech Solutions | 1421606450200 | Woman Owned | Cindy Moreno | Phone: 832-595-8785<br>Fax: 832-202-2899 | 17424 W Grand Parkway St<br>Sugarland, TX 77479 |
| Ardham Technologies, Inc. | 14216724626 | Non HUB | Alan Barrington | Phone: (512) 574-5344 | 116 Central Sw Suite 300<br>Albuquerque, NM 87102 |
| Austin Ribbon & Computer Supplies, Inc. | 1742339797900 | Woman Owned | Ryan Grant | Phone: (512) 681-6200<br>Fax: 512-452-0691 | 9211 Waterford Centre Blvc<br>Austin, TX 78758 |

| Vendor Name | Vendor ID | HUB Type | Contact Name | Phone/Fax | Address |
|---|---|---|---|---|---|
| Blue Line Services | 18105834867 | Non HUB | Byron Garvey | Phone: (469) 635-2108<br>Fax: (469) 635-2010 | 1800 Highland Shores Blvd<br>Highland Village, TX 75077 |
| Centre Technologies | 1510609177800 | Woman Owned | Chris Pace | Phone: (281) 506-2480<br>Fax: (888) 649-1754 | 480 N. Sam Houston Parkw<br>Houston, TX 77060 |
| Checkpoint Services, Inc. | 1742775490200 | Woman Owned | Kristen Cox | Phone: (915) 581-1185<br>Fax: 915-585-7751 | 1790 Commerce Park, Suite<br>El Paso, TX 79912 |
| CMC | 14708993028 | Non HUB | Scott Broekemeier | Phone: (972) 203-3400 ext.<br>Fax: (972) 203-3489 | 2700 Research Dr. Ste 100<br>Plano, TX 75074 |
| Commonwealth Computer Company | 1742748769300 | Black/Male | Bill Broadus | Phone: 210-698-3825<br>Fax: (210) 698-3231 | 24165 Ih 10 West Suite 21<br>San Antonio, TX 78257 |
| EST Group, LLC | 1203330208900 | Woman Owned | Tim Spires | Phone: 817-366-1830<br>Fax: 817-210-4211 | 1907 Ascension Suite 100<br>Arlington, TX 76003 |
| SHI Government Solutions, Inc. | 1223695478500 | Asian/Male | Darron Gross | Phone: (800) 845-6801<br>Fax: 512-732-0232 | 1301 South Mopac Expressi<br>375<br>Austin, TX 78746 |
| Sirius Computer Solutions, Inc | 1742836721700 | Non HUB | Phyllis Byrd | Phone: 210-369-0617<br>Fax: (866) 313-0960 | 613 Nw Loop 410, Suite 10<br>San Antonio, TX 78216 |
| Solid IT Networks | 1752950821400 | Non HUB | Newt Newman | Phone: 940-464-0608<br>Fax: 940-464-0181 | 845 East Fm 407<br>Argyle, TX 76226 |
| Summus Industries, Inc | 1760533392500 | Black/Male | Rodney Craig | Phone: (281) 640-1765<br>Fax: (281) 640-1766 | 245 Commerce Green Blvd.<br>Sugarland, TX 77478 |
| Virtual Communications | 1571164705500 | Non HUB | Paul Benson | Phone: (903) 675-8604 x201<br>Fax: (903) 675-7242 | 113 N. Murchison St<br>Athens, TX 75751 |
| Waypoint | 7605503659 | Non HUB | Paul Neyman | Phone: (281) 797-2464<br>Fax: (281) 598-8230 | 10555 Cossey Rd<br>Houston, TX 77070 |
| xNet Systems, Inc. | 1760577006800 | Woman Owned | Barry Boland | Phone: 281-539-0886<br>Fax: (281) 646-6702 | 14340 Torrey Chase Blvd, S<br>Houston, TX 77014 |

Capitol Complex Directory
Statewide Search
Sponsored Sites
Planned Procurement Schedule

Document Library
SAO Fraud Reporting
Homeland Security
Sunset Review Notification

FAQs
Site Policies
Site Map
Job Postings

Dept. of Information F
300 W. 15th St. Ste. 13(
Austin, TX 78701 MAP
(512) 475-4700

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| | | | | |
|---|---|---|---|---|
| 10/5/2010 | Calence, LLC dba Insight Networking | Audio Conferencing Services, Technology-Based, Conferencing & Video Services Networking Equipment | 838 | |
| | Calence Physical Security Solutions, LLC | Network, Networking Equipment, Network Prod. & Serv. & Tele-Network Serv. | 1369 | 5/13/2014 |
| 6/14/2011 | CASO Document Management | Surveillance Camera Products & Related Services | 1460 | 8/30/2011 |
| | Cima Solutions Group | Software | 580 | |
| | Copy Graphics | Software | 1429 | 7/7/2011-7/7/2011 |
| 5/10/2011 | Cross Match Technologies | Canon Printers, Multifunction Products, and Related Services | 292 | |
| | DLT Solutions, Inc. | Emergency Preparedness Hardware and Related Services | 509 | |
| | Daptiv/CIMA | Computer Equipment, Software, Components, Peripherals & Software | 1021 | 7/17/2011-7/17/2013 |
| | | Software Supplies & Services | 513 | |
| | | | 841 | |
| | Dell Marketing LP | Computer Equipment, Software, Components & Peripherals | 251 | |
| | | Software | 600 | |
| | | | 568 | |
| | | | 890 | |
| 7/26/2011 | Econet.com | Security Services | 1011 | |
| 6/29/2010 | ESI Acquisition Inc. | Contract for Products & Related Services | 645 | 2/21/2012 |
| | | | 822 | |
| 7/27/2010 | Environmental Systems Res. Institution | Software 1/5/2011 | | |
| 3/15/2011 | | Product and Services | 492 | |
| | | | 1637 | 3/3/2011-3/3/2015 |
| | Hewlett Packard Co. | Computer Equipment, Software, Components, Peripherals & Software | 223 | |
| | Insight | Computer Equipment, Software, Components, Peripherals & Software | 223 | |
| 2/8/2011 | MTM Technologies, Inc. | Computer Equipment, Software, Components, Peripherals & Software, Network | 264 | |
| 2/14/2011 | | Equipment, Products & Services, Tele-Network Services, Tele-Telecommunication Equipment | 1469 | 10/22/2014 |
| 7/26/2011 | Momar, Inc. | Waste Water Chemicals | 1585 | 8/17/2011-8/17/2011 |
| 12/21/2010 | Presidio Networked Solutions, Inc. | Networking Equipment, Tele-Network Services & Networking Products & Services | 333-09 | 12/1/2009-11/30/2012 |
| 11/30/2010 | Reyna Enterprises, Inc. dba CRC | Software | 1367 | 5/20/11-5/20/11 |
| | | | 1547 | 9/22/11-9/22/14 |
| | SHI Government Solutions, Inc. | Computer Equipment, Software, Components, Peripherals & Software | 1364 | 5/5/2014 |
| | SHI Government Solutions, Inc. | Purchase or Various Software | 810 | |
| | SHI Government Solutions, Inc. | Computer Equipment, Software, Components, Peripherals & Software | 890 | |
| 7/12/2011 | SHI Government Solutions, Inc. | Hardware and Peripherals and Related Services | 1009 | 7/8/2013 |
| | | | 1364 | |
| | | | 810 | 11/18/2011-11/18/2012 |

Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2011 however the contract terms for each vendor are listed to the last column. Prior to utilizing approved vendors make sure contracts are effective. Thank you!

## Purchasing Department

"EXHIBIT A"

| TASB Buy Board; CC Approval Date | Vendor | Contract Description | Contract | Contract Term |
|---|---|---|---|---|
| | Austin Ribbon & Computer | Copiers & Supplies | 299-08 | 9 1 2008 - 8 31 2011 |
| | American Tire Distributor Formerly known as Gray's Wholesale Tire | Tires, Tubes & Automotive Parts, Supplies & Equipment | 307-08 | 12 01 2008 - 11 30 2011 |
| | Amerx Office Solutions | Copiers & Supplies | 299-08 | 9 1 2008 - 8 31 2011 |
| | Audio Visual Aids | Audio Visual Equipment & Supplies | 313-09 | 5 01 2009 - 4 30 2012 |
| | B&H Photo-Video Pro Audio Inc. | Stage Curtains , Lighting & Stage / Stadium Sound Systems | 331-09 | 11 01 2009 - 10 31 2012 |
| | BSN Sports | Athletic & PE Supplies & Heavy Duty Exercise Equipment | 336-10 | 4 1 2010 - 3 31 2013 |
| 11/9/2010 | Barcelona Sporting Goods | Athletic, PE, Gym & Exercise Equipment and Supplies | 336-10 | 4 1 2010 - 3 31 2013 |
| 10/12/2010 | Border States Electric | Building Maintenance, Repair & Operation Supplies & Equipment | 339-10 | 6 1 2010 - 5 31 2013 |
| | Burton Auto Supply | Tires, Tubes & Auto Products | 307-08 | 12/01 2008 - 11 30 2011 |
| 6 21 2011 | C&S Safety Supply | First Aid Supplies & Equipment | 374-11 | 6 1 2011-5 31 2011 |
| | CC Distributors, Inc. | Custodial Supplies & Equipment | 291-08 | 6/1 2008 - 5 31 2011 |
| | Cameor, Inc. | Audio Visual Equipment & Supplies | 313-09 | 5/01 2009 - 4 30 2012 |
| 7 05 2011 | Carrier Corporation | Trade Services & Labor for Electrical, Plumbing & HVAC | 375-11 | 6/01/2011-5 31 2011 |
| 4/19/2011 | Certified Laboratories Div. of NCH Corp | Motor Fuels, Lubricants & Oils | 314-09 | 06-01 2009 - 05 31 2012 |
| 7/05/2011 | Chemsearch, A Div Of NCH | Grounds Maint. Equip., Irrigation Parts, Supplies & Installation | 373-11 | 6/01/2011-5/31 2011 |
| 12/13/2010 | Chemsearch, A Div Of NCH | Motor Fuels, Lubricants & Oils | 311-09 | 6/1/2009 - 5 31 2012 |
| | Diaz Floors & Interiors | Indoor & Outdoor Flooring Products & Sports Surfaces | 310-08 | 3/01 2009 - 2 28 2012 |
| **8/9/2011** | ***Dooley Tackaberry, Inc.*** | **Public Safety & Fire & House Supplies & Equipment** | **363-10** | **4/1/2011-3/31/2014** |
| 5/17/2011 | Dream Ranch Office Supplies(CartridgeWorld) | Office Paper & Toner Products | 369-11 | 5 1 2011 - 4/30 2014 |
| 7/12/2011 | Farber Specialty Vehicles | Mobile Command Emergency Management/Bio Terrorist Vehicles | 308-08 | 9/1 2008-8/31/2011 |
| 2/8/2011 | Flaghouse, Inc. | Athletic, PE, Gym & Exercise Equipment and Supplies | 336-10 | 4/1 2010-3/31/2013 |
| 1/5/2011 | GT Distributors, Inc. | Public Safety & Fire House Supplies & Equipment | 363-10 | 4/1 2011-3/31 2014 |
| 12/13/2010 | Galls Inc | Uniforms-Band, Dance, Performance, Work Uniform & Floor Mat Rental | 340-10 | 6 1 2010-5 31 2013 |
| | Gaylord Bros, Inc. | Instructional Supplies & Equipment | 328-09 | 11 01 2009 - 10 31 2012 |

**AI-28094** **13. J.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Lupita Garcia **Submitted By:** Estella Webber, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

The Urban County Program is requesting approval of a best and final negotiated contract with Guzman & Munoz Engineering & Surveying, Inc. in the amount of $14,200.00 utilizing Years 19, 20 & 22 (2006, 2007 & 2009) Hidalgo County Precinct No. 1 (Edcouch) funds for professional engineering services for the Water/Sewer Improvements at the Edcouch Water Treatment Plant.

### BACKGROUND

Guzman & Munoz Engineering & Surveying, Inc. has submitted a best and final offer for professional engineering services for the Water/Sewer Improvements at the Edcouch Water Treatment Plant located within the Hidalgo County Precinct No. 1 boundaries. Guzman & Munoz Engineering & Surveying, Inc., was the highest rated firm by Commissioners' Court. Contract approval in the amount of $14,200.00 is being requested. See attached scope of services and copy of proposed contract.

Contract Amount: $ 14,200.00
Funds Available: $ 14,758.53 (FY 19-2006), $11,119.19 (FY 20- 2007) & $43,461.60 (FY 22-2009) Precinct No. 1 (Edcouch) Water/Sewer Improvement funds.

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** Urban County Funds

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

### BUDGETARY IMPACT:

Urban County Year 19 (2006), Year 20 (2007) & Year 22 (2009) funds will be utilized for the water/sewer Improvements at the Edcouch Water Treatment Plant.

## Attachments

Best & Final Offer Memo
Contract
Exhibit A - Scope of Services
Insurance

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/16/2011 04:57 PM |
| Perla Lopez | Perla Lopez | 08/17/2011 10:21 AM |
| Auditor's Office | Arcilia Duran | 08/17/2011 01:31 PM |
| Purchasing Department | Marty Salazar | 08/17/2011 03:37 PM |

Form Started By: Estella Webber Started On: 08/16/2011 04:45 PM

Final Approval Date: 08/17/2011

COUNTY of HIDALGO




*Joel Quintanilla.*
**County Commissioner, Pct. 1**
**1902 Joe Stephens Ave.**
**Weslaco, TX 78596**
**(956) 968-8733**


# MEMORANDUM

**June 27, 2011**

**To:** **Diana Serna, Executive Director**

**From: Joel Quintanilla, County Commissioner Precinct One**

**Subject:** Professional Services "Best and Final Offer" Edcouch Water Treatment Plant Improvement Project

Guzman and Munoz Engineering has presented their best and final offer to do design and construction phase services to the City of Edcouch Water Treatment Plant Improvement Project. Their offer is reasonable and I recommend that we go ahead and engage this firm to assist the City of Edcouch with this project.

I appreciate your help in this matter. **Thank You!**

GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.
Texas Registered Engineering Firm F-8017

2020 E. EXPRESSWAY 83
MERCEDES, TX 78570

PHONE: (956) 565-4637
FAX: (956) 565-4636

June 16, 2011

Joseph Campos
City Manager
City of Edcouch
211 Southern Street
Edcouch, Texas 78538

**Re: City of Edcouch-Hidalgo County Urban County Program – Edcouch Water Treatment Plant Improvements Project – Best Final Offer**

Dear Mr. Campos:

GMES is pleased to offer our complete surveying, design and construction phase services for this project. We have reviewed our scope of services and find that the following fees are reasonable and in line with current Texas Society of Professional Engineers guidelines for compensation of basic engineering design services and other additional professional services.

| | |
|---|---|
| Basic Engineering Services | |
| Project Basic Engineering Design | $7,800.00 |
| Additional Professional Services | |
| Design Topography Surveying, Permitting & Daily Const. Inspection | $6,400.00 |
| **Total Fees** | **$14,200.00** |

We look forward to working with the City for the successful completion of this project within the budget and time allowed. **The total fees of $14,200.00 is our best and final offer.**

Please call us if you need any further assistance or have any questions.

Respectfully,
***Guzman & Munoz Engineering and Surveying, Inc.***

***Jose Munoz, P.E., S.T.***
***President***

Copy: Jose L. Muniz, GMES
File: Z:\GMES04\Hid\Edcouch\UC WTP\best final offer WTP(061611).doc

GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.
Texas Registered Engineering Firm F-8017

2020 E. EXPRESSWAY 83
MERCEDES, TX 78570

PHONE: (956) 565-4637
FAX: (956) 565-4636

June 16, 2011

Joseph Campos
City Manager
City of Edcouch
211 Southern Street
Edcouch, Texas 78538

**Re: City of Edcouch-Hidalgo County Urban County Program – Water Treatment Plant Improvement Project – Scope of Services & Engineers Probable Cost Estimate**

Dear Mr. Campos:

Please find the attached Scope of Services for the above mentioned project. GMES is pleased to offer our complete surveying, design and construction phase services for this project. Also attached is the Engineers probable cost estimate broken down by tasks.

We look forward to working with the City for the successful completion of this project within the budget and time allowed.

Please call us if you need any further assistance or have any questions.

Respectfully,
***Guzman & Munoz Engineering and Surveying, Inc.***

***Jose L. Munoz, P.E., S.I.T.***
***President***

Copy: Jose Luis Muniz, GMES
File: Z:\GMES04\Hid\Edcouch\UC WTP\Ltr JLMuniz-JCampos Scope Cost(060211).doc

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**5009-91-0310-5000-9100-UPC-GVG**

## Professional Services Agreement

This Agreement, entered into this **22nd day of August, 2011** by and between Hidalgo County, a political subdivision of the State of Texas, joined by the **Hidalgo County Precinct No. 1,** (hereinafter called the "Party") and **Guzman & Munoz Engineering & Surveying Inc.,** duly authorized Engineer, herein acting by **Jose Munoz,** (hereinafter called the "Engineer").

**WITNESSETH THAT:**

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineering in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and engineering recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the PROJECT area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

### SECTION I
### EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

### SECTION II
### BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **Water/Sewer Improvements** Account(s) **5009-91-0310-5000-9100-UCP-GVG.** *(See Exhibit A)*

**2.1 Preliminary Phase**

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's approval of the work of this Preliminary Phase before proceeding with the next phase.

**2.2 Design Phase**

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, maybe required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans specification and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

**2.3 Construction Phase**

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.

e. During the progress of actual construction, Engineer will keep the Owner informed with brief and concise information. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project completed, a brief narrative of what problems have been encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractors for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractors.

i. Upon receipt of notification by the Party that the work has been completed, the Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, when 3 requested

1. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party of **Precinct No. 1** a total of (4) sets of plans and four (4) sets of specifications and contract documents.

## SECTION III
## **ADDITIONAL SERVICES** OF **THE ENGINEER**

**If** authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

## SECTION IV
## REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within the County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

## SECTION V
## THE PARTY'S RESPONSIBILITIES

**The Party will:**

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the Engineer services or data as required such as appropriate professional interpretations 4 of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

## SECTION VI

## PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total of **$14,200.00.** Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the construction Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

## SECTION VII
## OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

## SECTION VIII
## TERMINATION

The Party may terminate this Agreement at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the service rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Contract. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

## SECTION IX
## **COUNTY** AND **CITY OFFICIALS**

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

## SECTION X
## SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

## SECTION XI
## TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

## SECTION XII
## VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

## SECTION XIII
## CHANGES

The Party may, from time to time, request changes in the Scope of Services of the Engineer as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Party and the Engineer shall be incorporated in written amendments to the Contract.

## SECTION XIV
## COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any Engineer negligence done in performing any of the work embraced by this Contract.

## SECTION XV
## ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

## SECTION XVI
## GENERAL

16.1 Audit The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

## SECTION XVII INSURANCE

The Engineer shall obtain and keep in force during the tern]. of its engagement on the Project, the insurance as follows:

17A A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

## SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

**SECTION XIX**
**EFFECTIVE DATE**

The effective date of this contract shall be **22nd day of August, 2011.** Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this____ day of _____, 2011.

_____

Engineer's Signature

Firm Name: **Guzman & Munoz Engineering & Surveying Inc.**

Address: **2020 E. Expressway 83,**

City/ST/ZIP: **Mercedes, Texas 78570**

FED ID #ISS #: **74-2695447**

**STATE OF TEXAS**
**COUNTY OF HIDALGO**

This instrument was acknowledged before me on this the ____ day of _____ , 20_____.
by_____ _____of and on behalf of (a corporation)(a partnership)(a sole proprietorship).
(title)

_____ _____
My commission Expires Notary Public State of Texas

# Urban County Program

_____ _____
**Witness** **Diana R. Serna, UCP Director**

"EXHIBIT A"

# City of Edcouch - Hidalgo County Urban County Program
# Water Treatment Plant Improvement Project

## PROFESSIONAL ENGINEERING SCOPE OF SERVICES

Date: June 16, 2011

GMES shall render the following professional services necessary for the development of this project:

## SCOPE OF SERVICES

### PRELIMINARY DESIGN

1. Attend preliminary conferences with the Hidalgo County UC and Edcouch City staff regarding the requirements of the project.
2. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the city providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Engineer will review any tests required and act as the county representative in connection with any such services.
3. Prepare as additional services any permits that maybe required.
4. Prepare preliminary engineering design plans as necessary with cost estimates.
5. Submit detailed drawings and plans/specifications to appropriate regulatory agency (ies) and obtain clearance as additional services.

### FINAL DESIGN

6. Prepare final engineering design plans with final cost estimate.

### CONSTRUCTION PHASE SERVICES

7. Prepare bid packet/contract documents/advertisement for bids.
8. Conduct bid opening and prepare minutes.
9. Tabulate, analyze, and review bids for completeness and accuracy.

10. Provide horizontal and vertical control for construction contractor. Contractor will provide his own construction staking.

11. Conduct pre-construction conference and prepare copy of report/minutes.

12. Issue Notice to Proceed to construction contractor.

13. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.

14. Make periodic visits to the site to observe the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract. Provide a qualified inspector for daily construction inspection and oversight as additional services.

15. Consult with and advise the county during construction; issue to contractors all instructions requested by the city; and prepare routine change orders if required.

16. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).

17. Based on the Engineer's on-site observations and review of the contractor's applications for payment, determine the amount owing to the contractor in such amounts; such approvals of payment to constitute a representation to the county, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.

18. Require that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the locality and approval by Hidalgo County UCP.

19. Prepare Certificate of Construction Completion and Clean Lien Certificate.

20. Conduct interim/final inspections.

21. Revise contract drawings to show the work as actually constructed, and furnish the locality with a set of "as built" plans.

OP ID: NO

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/06/11

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

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

PRODUCER
Shepard Walton King Ins. Group
801 N. Main
P. O. Box 1630
McAllen, TX 78505-1630
Cynthia Cabaza, CIC

956-682-2841
956-630-4015

CONTACT NAME:
PHONE (A/C, No, Ext):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: GUZMA-3
FAX (A/C, No):

INSURED
Guzman & Munoz Engineering and Surveying, Inc.
2020 E Expressway 83
Mercedes, TX 78570

INSURER(S) AFFORDING COVERAGE — NAIC #

INSURER A: Assurance Company of America
INSURER B: Texas Mutual Insurance Co. — 22945
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD / WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC | | PAS00521791 | 01/13/11 | 01/13/12 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DEDUCTIBLE<br>X RETENTION $ 0 | | PAS00521791 | 01/13/11 | 01/13/12 | EACH OCCURRENCE<br>AGGREGATE | $ 4,000,000<br>$ 4,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under SPECIAL PROVISIONS below | Y / N / N/A | TSF0001218030 | 11/09/10 | 11/09/11 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 500,000<br>$ 500,000<br>$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

URBANED

Urban County Program
County of Hidago
100 E. Cano, 5th Floor
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/15/2011

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
Siegeler Insurance Agency
172 West Austin Street

Giddings TX 78942-3294

CONTACT NAME: Jennifer Smith
PHONE (A/C, No, Ext): (979) 542-3449 FAX (A/C, No): (979) 542-3469
E-MAIL ADDRESS: jsmith@siegins.com
PRODUCER CUSTOMER ID #: 00003533

INSURED
Guzman & Munoz Engineering & Surveying, Inc
P O Box 2191

Harlingen TX 78550

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A: Travelers Casualty & Surety
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES — CERTIFICATE NUMBER: CL1132301959 — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | | | |
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE $ |
| | CLAIMS-MADE OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) $ |
| | | | | | | | MED EXP (Any one person) $ |
| | | | | | | | PERSONAL & ADV INJURY $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE $ |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG $ |
| | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | |
| | ANY AUTO | | | | | | COMBINED SINGLE LIMIT (Ea accident) $ |
| | ALL OWNED AUTOS | | | | | | BODILY INJURY (Per person) $ |
| | SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) $ |
| | HIRED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) $ |
| | NON-OWNED AUTOS | | | | | | $ |
| | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE $ |
| | DEDUCTIBLE | | | | | | $ |
| | RETENTION $ | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | WC STATU-TORY LIMITS OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N | N/A | | | | E.L. EACH ACCIDENT $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT $ |
| A | Professional Liability | | | 105414411 | 3/8/2011 | 3/8/2012 | Aggregate $2,000,000 |
| | | | | | | | Occurrence $1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Urban County Program
100 East Cano
5th Floor
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

M. T. Siegeler/TX


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# CERTIFICATE OF INSURANCE

This certifies that

- [ ] STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- [ ] STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- [ ] STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- [ ] STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- [x] STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Name of policyholder: GUZMAN & MUNOZ ENGINEERING AND SURVEYING

Address of policyholder: 3020 E. EXPRESSWAY 83
MISSION, TEXAS 78574

Location of operations: RIO GRANDE VALLEY

Description of operations: ENGINEERING

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

| POLICY NUMBER | TYPE OF INSURANCE | POLICY PERIOD Effective Date | POLICY PERIOD Expiration Date | LIMITS OF LIABILITY (at beginning of policy period) |
|---|---|---|---|---|
| | Comprehensive Business Liability | | | BODILY INJURY AND PROPERTY DAMAGE |
| This insurance includes: | ☐ Products - Completed Operations<br>☐ Contractual Liability<br>☐ Underground Hazard Coverage<br>☐ Personal Injury<br>☐ Advertising Injury<br>☐ Explosion Hazard Coverage<br>☐ Collapse Hazard Coverage<br>☐<br>☐ | | | Each Occurrence $<br>General Aggregate $<br>Products – Completed Operations Aggregate $ |
| | EXCESS LIABILITY<br>☐ Umbrella<br>☐ Other | POLICY PERIOD Effective Date | POLICY PERIOD Expiration Date | BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)<br>Each Occurrence $<br>Aggregate $ |
| | Workers' Compensation and Employers Liability | | | Part 1 STATUTORY<br>Part 2 BODILY INJURY<br>Each Accident $<br>Disease Each Employee $<br>Disease - Policy Limit $ |

| POLICY NUMBER | TYPE OF INSURANCE | POLICY PERIOD Effective Date | POLICY PERIOD Expiration Date | LIMITS OF LIABILITY (at beginning of policy period) |
|---|---|---|---|---|
| 069-0360-B09-038 | AUTO LIABILITY | 03/09/2011 | 03/09/2012 | 250/500/100 |
| | | | | |
| | | | | |

**THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.**

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Name and Address of Certificate Holder

URBAN COUNTY PROGRAM
PROJECTS OF HIDALGO
100 E. CANO, 5TH FLOOR
EDINBURG TEXAS 78540

Signature of Authorized Representative
AGENT SIGNATURE HERE 03/09/2011
Title Date
Agent's Code Stamp

AE04CSR (1-1)

**AI-28086** **13. K.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Monica Leal **Submitted By:** Estella Webber, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

Urban County Program on behalf of Precinct No. 2 is requesting authority to purchase library furniture for the City of San Juan Public Library. Purchase will be made from Teknion C/O Workspace Solutions (contract # TXMAS 3-7110570) an approved vendor through Hidalgo County's membership and participation with TXMAS. The total amount of the library furniture is $87,825.30 (quote attached) for the City of San Juan Public Library funded thru FY 23 (2010) Precinct No. 2 Neighborhood Facilities line item.

### BACKGROUND

The library furniture purchased will be utilized by the City of San Juan Public Library. See attached price proposal form.

Vendor: Teknion C/O Workspace Solutions
Purchase Amount: $87,825.30
Funds Available: $100,000.00 – FY 23 (2010) – Precinct 2 Neighborhood Facilities

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** Urban County Funds

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

### BUDGETARY IMPACT:

Urban County Year 23 (2010) Precinct #2 Neighborhood Facilities funds will be utilized for the purchase of library furniture.

## Attachments

Furniture Purchase

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/16/2011 04:31 PM |
| Perla Lopez | Perla Lopez | 08/18/2011 08:28 AM |
| Auditor's Office | Arcilia Duran | 08/18/2011 10:47 AM |
| Purchasing Department | Marty Salazar | 08/18/2011 03:01 PM |

Form Started By: Estella Webber Started On: 08/16/2011 03:30 PM

Final Approval Date: 08/18/2011

San Juanita Sanchez
MAYOR
Armando Garza, Jr.
MAYOR PRO-TEM
Roberto "Bob" Garza
COMMISSIONER
Luis Ramos
COMMISSIONER
Eddie Suarez
COMMISSIONER

July 26, 2011

The Honorable Hector "Tito" Palacios, Commissioner
County of Hidalgo – Precinct No. 2
300 West Hall Acres Road, Suite G
Pharr, Texas 78577

RE: City of San Juan Public Library

Dear Commissioner Palacios:

This correspondence is to confirm the City of San Juan's interest in proceeding with the purchase of furniture and computer equipment for the above noted facility, in the amount of $100,000 as recommended by the Urban County Program. The funding in question is the remainder of the $400,000 pledged by the Precinct. To date, the County has issued payment in the amount of $300,000 for construction expenses.

The City's intent is to purchase the aforementioned items from a State Contract Vendor to expedite the process. The Texas Procurement and Support Services (TPASS) has enabled the option of utilizing the Texas multiple award schedule (TXMAS) contracts. Similarly, as it relates to information technology purchases, we are proposing purchases through the Texas State DIR. Attached, herewith, you will find a County price quote form and quotation sheet from the vendors delineating the items to be purchased, as well as pertinent information about the TXMAS and Texas DIR Programs. At this time, the Urban County Program staff is requesting that the attached price proposal forms be approved and signed by the Precinct Office so that we may proceed with the purchasing process.

Finally, I would like to express my gratitude to you for the County's financial contribution to this project. I firmly believe that this is a great investment into the future of San Juan.

Should you have any questions, you may call me at (956)223-2206. I will be glad to assist you.

Sincerely,

Juan J. Rodriguez
City Manager

c: Mayor & Commissioners
Mr. Antonio Barco, Deputy Director, Urban County Program
Ms. Armandina Sesin, Library Director

709 S. Nebraska Ave. · San Juan, Texas 78589-2649
Ph. (956)223-2206 · Fax: (956) 223-2604

SAN JUAN
YEARS
1910 · 2010

# COUNTY OF HIDALGO - URBAN COUNTY PROGRAM
## Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name of Cooperative: Teknion c/o Workspace Solutions  Person Contacted: Joel Morley

Purchase #1  Vendor Name: Teknion c/o Workspace solutions  Contract No. : TXMAS-3-7110570-  Phone: (210) 366-4414

| Quantity | Description of Items | Price per Unit | Total Amount |
|---|---|---|---|
| 1 | Model NVITNW-Teknion Visio Series office task chair with adjustable arms, adjustable height seat, R134 Maree Metal fabric with black mesh back. | 375.25 | 375.25 |
| 83 | NSAWF1NP-Teknion Savera Series computer task chair, no arms, adjustable height seat, R132 Maree Dark Taupe fabric. | 211.08 | 17,519.64 |
| 5 | NSAYF1WP-Teknion Savera Series office task chair with adjustable arms, adjustable height seat, M311 Quebec Espresso fabric. | 275.27 | 1,376.35 |
| 102 | NZOCAFNP-Teknion Zone Series Standard Height chair, 4-leg, R144 Maree Eggplant fabric seat pad with black plastic back. | 109.86 | 11,205.72 |
| 12 | NNAHCN52-Teknion Nami Series Café Height chair, chrome sled base frame, storm white plastic seat shell. | 194.62 | 2,335.44 |
| 16 | NSAWH1WP-Teknion Savera Series General Purpose high back task chair with adjustable arms, adjustable height seat, M305 Quebec Mont Ste-Ann fabric. | 262.51 | 4,200.16 |
| 1 | BMURC3672E402R/BMRH12442/BMRS12072R/BSPS18281212/BOHP0216/PAX90/PAX92/BMHCC157237FT/BOTB2172/BOTR72-Teknion Expansion Series U-shaped Desk System with 36x72 single pedestal desk, 24x42 bridge, 20x72 credenza, 15x72 hutch, accessory rail and accessories, fabric tack board, YR Royal Cherry laminate, SJ Royal Cherry edge trim, K Silver Mica metal trim and R544 Renfrew panel fabric tack board. | 2,544.46 | 2,544.46 |
| 6 | ATCCC30-Teknion Expansion Series Hospitality Table, size 30"R, café height, Wilsonart Tangerine laminate top with Storm White PVC edge trim, K Silver Mica metal base. | 245.64 | 1,473.84 |
| 1 | ATWRS3684-Teknion Expansion Series Work Table size 84x36, standard height, YR Royal Cherry laminate top with SJ Royal Cherry Print PVC edge trim, K Silver Mica metal legs. | 394.18 | 394.18 |
| 3 | AFASD-Teknion Expansion Series Enclosed Printer Station with casters, White Matrix laminate with black edge trim, silver mica metal trim. | 301.19 | 903.57 |
| 1 | BCMRTR481681-Teknion Expansion Series Conference Table, size 168x48, standard height, YR Royal Cherry laminate top and pedestal with SJ Royal Cherry Print PVC edge trim, K Silver Mica metal trim and flip-up power module. | 1,229.03 | 1,229.03 |
| 4 | LSC51B2036-Teknion Ledger Series Storage Cabinets with locks, size 36x72x24, Silver mica metal. | 553.41 | 2,213.64 |
| 2 | AFMLAS3236-Teknion Ability Hospitality Cart, YR Royal Cherry laminate with SJ Royal Cherry Print PVC edge trim, laminate doors, Silver Mica AV cart top with monitor. | 459.60 | 919.20 |
| 4 | NNAW-Teknion Chair Dolly, holds up to 25 stack chairs each, black. | 128.38 | 513.52 |
| | | | |

# COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

## Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

**Name of Cooperative:** Teknion c/o Workspace Solutions **Person Contacted:** Joel Morley

**Purchase #2** **Vendor Name:** Teknion c/o Workspace solutions **Contract No. :** TXMAS-3-7110570- **Phone:** (210) 366-4414

| Quantity | Description of Items | Price per Unit | Total Amount |
|---|---|---|---|
| 10 | S-1145-St. Timothy Contour Series Lounge Chair with wood arm caps, wood legs, grade 2 fabric. | 780.71 | 7,807.10 |
| 40 | ST-TR_BA-2-3060-MA_LA/SB-TR-BA-3060-SM/LOS-CTB-PDC60/LOS-FMB-6012/LOS-SFP-SM/LOS-CPU-M Custom end panel. ISE computer carrels, size 30x60 with power strip, wire management tray, access panel and metal legs. | 695.98 | 27,839.20 |
| | | | |
| | Freight, Delivery, Assembly and installation | | 4,975.00 |
| | | | |

| TOTAL: | $87,825.30 |
|---|---|

**Recommendation:** The items listed above, will be purchased for the New San Juan Public Library through a State Contract Vendor.

**Requested by:** [signature] Date 8/11/11 **UCP Approval:** [signature] Date 8/16/11

# Workspace Solutions, Inc.

Office Furniture ◆ Design & Space Planning ◆ Filing & Storage Systems

## QUOTE# 11-0710R

Date: August 17, 2011

To: Armandina Sesin
San Juan Public Library
1010 S. Standard
San Juan, TX 78589

TXMAS -3-7110570

| ITEM | QTY | MODEL | DESCRIPTION | UNIT | PER | PRICE |
|---|---|---|---|---|---|---|
| | | | Please make Purchase Order to<br>Teknion, LLC<br>c/o Workspace Solutions, Inc.<br>350 Fellowship Rd.<br>Mt. Laurel, NJ 08054 | | | |
| C.1 | 1 | NVITNW | Teknion Visio Series office task chair with adjustable arms, adjustable height seat, R134 Maree Metal fabric with black mesh back. | 375.25 | Ea. | 375.25 |
| C.2 | 83 | NSAWF INP | Teknion Savera Series computer task chair, no arms, adjustable height seat, R132 Maree Dark Taupe fabric. | 211.08 | Ea. | 17519.64 |
| C.4 | 5 | NSAYF IWP | Teknion Savera Series office task chair with adjustable arms, adjustable height seat, M311 Quebec Espresso. | 275.27 | Ea. | 1376.35 |
| C.5 | 102 | NZOC AI-NP | Teknion Zone Series Standard Height Stack Chair, 4-leg, R144 Maree Eggplant seat pad with black plastic back. | 109.86 | Ea. | 11205.72 |
| C.6 | 12 | NN AH CN52 | Teknion Nami Series Café Height chair, chrome sled base frame, storm white plastic seat shell. | 194.62 | Ea. | 2335.44 |
| C.7 | 16 | NSAW H1WP | Teknion Savera Series General Purpose highback task chair with adjustable arms, adjustable height seat, M305 Quebec Mont Ste-Anne fabric. | 262.51 | Ea. | 4200.16 |
| C.9a | 5 | S-1145 | St. Timothy Lounge Chair with wood arm caps, wood legs, Arc Com Moon Beam Russet fabric, natural oak finish. | 780.71 | Ea. | 3903.55 |

ACCEPTANCE OF PROPOSAL & SALES AGREEMENT

The undersigned agrees to purchase the goods and services described in this proposal and in accordance with the terms and conditions of this sale. Standard Invoice Terms are Net 20 days. PAST DUE ACCOUNTS ARE SUBJECT TO A MONTHLY INTEREST CHARGE OF 1.5% (18% APR).

Customer Signature

# Workspace Solutions, Inc.

Office Furniture ◆ Design & Space Planning ◆ Filing & Storage Systems

## QUOTE# 11-0710R

Date: August 17, 2011

To: Armandina Sesin
San Juan Public Library
1010 S. Standard
San Juan, TX 78589

TXMAS -3-7110570

| ITEM | QTY | MODEL | DESCRIPTION | UNIT | PER | PRICE |
|---|---|---|---|---|---|---|
| C.9b | 5 | S-1145 | St. Timothy Lounge Chair with wood arm caps, wood legs, Anais Garnet fabric, natural oak finish. | 780.71 | Ea. | 3903.55 |
| D.1 | 1 | BMURC3672/BMRH1244 2/ BMRS12072R/BSPS1828 1212/ BOHP02 15/PAX90/ PAX92/ BMHCC157237FT/ BOTB2172/BOTR72 | Teknion Expansion Series U-shaped Desk System with 36x72 single pedestal desk, 24x42 bridge, 20x72 credenza, 15x72 hutch, accessory rail & accessories, fabric tack board, YR royal Cherry laminate, SJ royal Cherry edge trim, K Silver Mica metal trim and R544 Renfrew panel fabric. | 2544.46 | Lot | 2544.46 |
| T.7 | 6 | ATCCC30 | Teknion Expansion Series Hospitality Tables, size 30"R, café height, Wilsonart Tangerine laminate top, Storm White PVC edge trim, Silver Mica Legs | 245.64 | Ea. | 1473.84 |
| T.8 | 1 | ATWRS3684 | Teknion Expansion Series Work Table, size 84x36, standard height, YR Royal Cherry laminate top with SJ Royal Cherry Print PVC edge trim, K Silver Mica metal legs. | 394.18 | Ea. | 394.18 |
| T.9 | 3 | AFASD | Teknion Expansion Series Enclosed Printer Station with casters, White Matrix laminate with | 301.19 | Ea. | 903.57 |

ACCEPTANCE OF PROPOSAL & SALES AGREEMENT

The undersigned agrees to purchase the goods and services described in this proposal and in accordance with the terms and conditions of this sale. Standard Invoice Terms are Net 20 days. PAST DUE ACCOUNTS ARE SUBJECT TO A MONTHLY INTEREST CHARGE OF 1.5% (18% APR).

Customer Signature

# Workspace Solutions, Inc.

Office Furniture ◆ Design & Space Planning ◆ Filing & Storage Systems

## QUOTE# 11-0710R

To: Armanidina Sesin
San Juan Public Library
1010 S. Standard
San Juan, TX 78589

Date: August 17, 2011

TXMAS -3-7110570

| ITEM | QTY | MODEL | DESCRIPTION | UNIT | PER | PRICE |
|---|---|---|---|---|---|---|
| | | | black edge trim, silver mica metal trim | | | |
| T.11 | 1 | BCMRTR4816 81 | Teknion Expansion Series Conference Table, size 168x48, standard height, YR Royal Cherry laminate top and pedestal with SJ Royal Cherry print PVC edge trim, K Silver Mica metal trim and flip up power module. | 1229.03 | Ea. | 1229.03 |
| CA. 1 | 4 | LSC51 B2036 | Teknion Ledger Series Storage Cabinets with locks, size 36x72x24, Silver Mica metal | 553.41 | Ea. | 2213.64 |
| CA. 2 | 2 | AFMLA S3236 | Teknion Ability Hospitality Cart, YR Royal Cherry laminate with SJ Royal Cherry Print PVC edge trim, laminate doors, Silver Mica AV cart top with monitor stand. | 459.60 | Ea. | 919.20 |
| CC. 1 | 40 | ST-TR-BA-2-3060-MA-LA/SB-TR-BA-3060-SM/LOS CTB-PDC60/Double End Panel/Single End Panel/DRW TP 27-55BK | ISE Computer Tables, size 30x60 with power strip, wire management tray, access panel and metal legs. Double end panels on double face units, single end panels on single face units per layout. | 695.98 | Ea. | 27839.20 |
| M.5 | 4 | NNAW | Teknion Chair dolly, holds up to 25 stack chairs each, black | 128.38 | Ea. | 513.52 |
| | | | Total Materials | | | 82850.30 |

ACCEPTANCE OF PROPOSAL & SALES AGREEMENT

The undersigned agrees to purchase the goods and services described in this proposal and in accordance with the terms and conditions of this sale. Standard Invoice Terms are Net 20 days. PAST DUE ACCOUNTS ARE SUBJECT TO A MONTHLY INTEREST CHARGE OF 1.5% (18% APR).

Customer Signature

# Workspace Solutions, Inc.

Office Furniture ◆ Design & Space Planning ◆ Filing & Storage Systems

## QUOTE# 11-0710R

Date: August 17, 2011

To: Armandina Sesin
San Juan Public Library
1010 S. Standard
San Juan, TX 78589

TXMAS -3-7110570

| ITEM | QTY | MODEL | DESCRIPTION | UNIT | PER | PRICE |
|---|---|---|---|---|---|---|
| | | | Freight, Delivery, Assembly and Installation | | | 4975.00 |
| | | | TOTAL COST | | | 87825.30 |
| | | | Prices quoted are good for 30 days. | | | |

ACCEPTANCE OF PROPOSAL & SALES AGREEMENT

The undersigned agrees to purchase the goods and services described in this proposal and in accordance with the terms and conditions of this sale. Standard Invoice Terms are Net 20 days. PAST DUE ACCOUNTS ARE SUBJECT TO A MONTHLY INTEREST CHARGE OF 1.5% (18% APR).

Customer Signature

# TXMAS Program

The Texas Procurement and Support Services (TPASS) has established, as an alternative purchasing method, the use of Texas multiple award schedule (TXMAS) contracts that have been developed from contracts awarded by the federal government or any other governmental entity of any state.

As the responsible federal entity, the General Services Administration's (GSA) Federal Supply Service awards Federal Supply Schedule contracts by competitive procurement procedures for more than 50 schedules that cover multiple commodities and services. The prices reflected on GSA schedule contracts are the most favored customer (MFC) prices and the maximum price allowable.

TXMAS contracts take advantage of the MFC pricing and under certain circumstances, an agency or local government entity, may negotiate a lower price for the goods or services offered on a schedule contract. A "best value" purchase can be made by following the TXMAS purchasing procedures.

## For State Agencies and Qualified State of Texas CO-OP Purchasing Entities

TXMAS Purchasing Procedures (PDF)
TXMAS Contracts by Schedule
Search TXMAS Contracts teknion

## For Vendors

### Setting up a TXMAS Contract:

Vendors with a current GSA Federal Supply Service Contract may download the offer packet documents to initiate contract set-up.

- Offer Packet E-Docs
- NIGP Commodity Book (for completion of contract materials)
- Contractor Landing Page HTML Requirements

| Dealer Name | City | State | Contract Number | Hub | Contact Info |
|---|---|---|---|---|---|
| OM WORKSPACE | AUSTIN | TX | TXMAS-3-7110570-1 | No | ROB BECKER<br>512-349-0717<br>robbecker@omworkspace.com |
| OFFICESOURCE, LTD | SAN ANTONIO | TX | TXMAS-3-7110570-2 | Yes<br>Gender=F,<br>Ethnicity=WO | PAULA S. DEERING<br>210-212-7742 x202<br>paula@officesourceltd.com |
| WORKSPACE SOLUTIONS, INC. | SAN ANTONIO | TX | TXMAS-3-7110570-4 | No | WILLIAM J SCHILLER<br>210-366-4414<br>bill@txworkspacesolutions.com |
| WORKPLACE SOLUTIONS | DALLAS | TX | TXMAS-3-7110570-9 | No | BRIAN KURTH<br>972-354-0809<br>brian@wpsolutions.com |
| HOUSTON CONTRACT INTERIORS, INC. | HOUSTON | TX | TXMAS-3-7110570-10 | No | JAY KAPLAN<br>713-993-9797 x106<br>jk@hci-usa.com |
| JIMENEZ CONTRACT SERVICES, LTD | HOUSTON | TX | TXMAS-3-7110570-11 | Yes<br>Gender=F,<br>Ethnicity=WO | BLAKE BLAZEK<br>713-681-6407 x106<br>bblazek@j-c-s.com |
| LETOURNEAU INTEREST, INC. | HOUSTON | TX | TXMAS-3-7110570-14 | No | ARTHUR KELLER<br>713-681-0033 x223<br>akeller@liifurniture.com |
| ANDERSON SCHOEL OFFICE INTERIORS | HARKER HEIGHTS | TX | TXMAS-3-7110570-15 | No | RANDY SCHOEL<br>254-698-1783<br>RANDY@ANDERSENSCHOEL.COM |
| FURNITURE CONSULTANTS, INC. | DALLAS | TX | TXMAS-3-7110570-16 | No | JOSANNA DIXON<br>859-586-4949<br>JOSANNA@FCIDALLAS.COM |

**Effective Date:** This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 9/22/2003 through 3/8/2014 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-27F-0013V.

**Placement of Orders:** Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use a either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities

Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2011 however the contract terms for each vendor are listed to the last column. Prior to utilizing approved vendors make sure contracts are effective. Thank you!

**Purchasing Department**
"EXHIBIT A"

| TASB Buy Board: CC Approval Date | Vendor | Contract Description | Contract | Contract Term |
|---|---|---|---|---|
| | Austin Ribbon & Computer | Copiers & Supplies | 299-08 | 9/1/2008 - 8/31/2011 |
| | American Tire Distributor Formerly known as Gray's Wholesale Tire | Tires, Tubes & Automotive Parts, Supplies & Equipment | 307-08 | 12/01/2008 - 11/30/2011 |
| | Amers Office Solutions | Copiers & Supplies | 299-08 | 9/1/2008 - 8/31/2011 |
| | Audio Visual Aids | Audio Visual Equipment & Supplies | 313-09 | 5/01/2009 - 4/30/2012 |
| | B&H Photo-Video Pro Audio Inc. | Stage Curtains, Lighting & Stage / Stadium Sound Systems | 331-09 | 11/01/2009 - 10/31/2012 |
| | BSN Sports | Athletic & PE Supplies & Heavy Duty Exercise Equipment | 330-10 | 4/1/2010 - 3/31/2013 |
| 11/9/2010 | Barcelona Sporting Goods | Athletic, PE, Gym & Exercise Equipment and Supplies | 330-10 | 4/1/2010 - 3/31/2013 |
| 10/12/2010 | Border States Electric | Building Maintenance, Repair & Operation Supplies & Equipment | 339-10 | 6/1/2010 - 5/31/2013 |
| | Burton Auto Supply | Tires, Tubes & Auto Products | 307-08 | 12/01/2008 - 11/30/2011 |
| 6/21/2011 | C&S Safety Supply | First Aid Supplies & Equipment | 374-11 | 6/1/2011-5/31/2014 |
| | CC Distributors, Inc. | Custodial Supplies & Equipment | 291-08 | 6/1/2008 - 5/31/2011 |
| | Cuncor, Inc. | Audio Visual Equipment & Supplies | 313-09 | 5/01/2009 - 4/30/2012 |
| 7/05/2011 | Carrier Corporation | Trade Services & Labor for Electrical, Plumbing & HVAC | 375-11 | 6/01/2011-5/31/2014 |
| 4/19/2011 | Certified Laboratories Div. of NCH Corp | Motor Fuels, Lubricants & Oils | 314-09 | 06/01/2009 - 05/31/2012 |
| 7/05/2011 | Chemsearch, A Div Of NCH | Grounds Maint. Equip., Irrigation Parts, Supplies & Installation | 373-11 | 6/01/2011-5/31/2014 |
| 12/13/2010 | Chemsearch, A Div Of NCH | Motor Fuels, Lubricants & Oils | 314-09 | 6/1/2009 - 5/31/2012 |
| | Diaz Floors & Interiors | Indoor & Outdoor Flooring Products & Sports Surfaces | 310-08 | 3/01/2009 - 2/28/2012 |
| 8/9/2011 | ***Dooley Tackaberry, Inc.*** | **Public Safety & Fire & House Supplies & Equipment** | **363-10** | **4/1/2011-3/31/2014** |
| 5/17/2011 | Dream Ranch Office Supplies(CartridgeWorld) | Office Paper & Toner Products | 369-11 | 5/1/2011 - 4/30/2014 |
| 7/12/2011 | Farber Specialty Vehicles | Mobile Command Emergency Management/Bio Terrowist Vehicles | 300-08 | 9/1/2008-8/31/2011 |
| 2/8/2011 | Flaghouse, Inc. | Athletic, PE, Gym & Exercise Equipment and Supplies | 336-10 | 4/1/2010-3/31/2013 |
| 1/5/2011 | GT Distributors, Inc. | Public Safety & Fire House Supplies & Equipment | 363-10 | 4/1/2011-3/31/2014 |
| 12/13/2010 | Galls Inc | Uniforms-Band, Dance, Performance, Work/Uniform & Floor Mat Rental | 340-10 | 6/1/2010-5/31/2013 |
| | Gaylord Bros. Inc. | Instructional Supplies & Equipment | 328-09 | 11/01/2009 - 10/31/2012 |

| | | | | |
|---|---|---|---|---|
| 11/23/2010 | Spillman Technologies, Inc | Software | 1623 | 11/3/2011 |
| 2/8/2011 | Sprint Solutions, Inc. | Tele-Wireless Data and Wireless/Cellular | 611 | 11/19/2011 |
| | Tech Depot | Computer Equipment, Software, Components, Peripherals & Software | 223 | |
| 6/29/2010 | Verizon Wireless | Wireless Voice & Data Services and Equipment | 604 | 10/2/2011 |
| | Voice | Software | 937 | 2/27/2011-2013 |
| 6/29/2010 | Xerox | Products & Services | 515 | |

**TPSS-TXMAS contracts.**

| CC Date | Vendor | Contract Description | Contract | Contract Term |
|---|---|---|---|---|
| 8/3/2010 | Access Imaging Solutions LLC | Document Imaging | 9-36010 | 6/5/2009 - 8/30/2011 |
| 8/10/2010 | Aria Medical | Medical Equipment and Supplies | 7-651IA020 | 2/9/2007-6/29/2013 |
| 8/3/2010 | AMD Medical Solutions | Medical Equipment | 10-651IA010 | 11/19/2009-8/14/2013 |
| | All Steel Inc | Office Furniture | 9-711030 | 10/31/2008-9/30/2013 |
| | Beta Technology, Inc | Food Service, Hospitality, Cleaning Equip. & Supplies, Chemicals & Services | 5-73050 | 7/13/2005-3/31/2015 |
| | Bob Barker | Clothing Uniforms, Footwear & Accessories | 8-8401-40 | 7/23/2008-7/31/2011 |
| | Business Interiors by Staples<br>The Hon Company | Special Use Furniture | 6-711I1060 | 5/10/2006-8/26/2011 |
| | B&H Photo & Video | Photographic Equipment-Cameras, Photographic Printers and Related Supplies & Services (Digital and Film Based) | 8-67030 | 1/25/2008-8/2/2011 |
| | B&H Photo & Video | VCRS, VCP, DVD, Monitors & Monitors/Receivers, Including Spare & Repair Parts, and Accessories | 8-58I020 | 1/25/2008-1/31/2015 |
| 3/22/2011 | Copy Graphics Inc | Office Imaging and Document Solutions-Copying Equipment | 5-36050-3 | 12/11/2001-9/30/2011 |
| | Datum Filing Systems Inc. | Office Furniture | 5-711010 | 9/15/2004-5/31/2012 |
| | Diaz Floors & Interiors | Floor Covering | 5-721A060 | 2/17/2005-8/3/2014 |
| 9/21/2010 | Dream Ranch d b a Cartridge World | Ink and Toner Cartridges | 8-75030 | 7/23/2008-5/31/2012 |
| **8/9/2011** | ***Eagle Mountain Flag and Flagpole*** | **Flags, Banners, Pennants, and Related Products** | **7-780160** | **8/23/2007-5/31/2012** |
| | Emergency Vehicle Equipment | Total Solutions for Law Enforcement, Security, Facilities Mgt, Fire, Rescue, Clothing, Marine | 5-840180 | 6/17/2005-8/31/2011 |
| | Ergogenesis, LLC | Office Furniture | 3-711030 | 8/22/2003-9/30/2011 |
| | Fed Ex Kinko's | The Office, Imaging & Document Solution | 5-36020 | 1/14/2005-10/13/2013 |
| 6/15/2010 | Firetrol Protection Systems, Inc. | Facilities Maintenance & Management | 6-03FAC020 | 7/12/2006-4/23/2016 |
| | GCR Tires Centers Of Pharr | Tires | 7-261020 | 1/19/2007-12/20/2011 |
| 6/21/2011 | Gateway Printing & Office Supply, Inc. | Office Products/Supplies & Services & New Products Technology | 5-75020-13 | 7/2/2005-5/31/2012 |

| | | | | |
|---|---|---|---|---|
| | Global Industries, Inc. | Office Furniture | | |
| 8/2/2011 | ARTSAV LTD d/b/a Metroplex Control Systems-ISI-MCS | Access Control Systems | 3-711010 | 11/21/2002-12/31/2012 |
| 11/16/2010 | Jasper Seating Company, Inc. dba J.S.I. and Community | Office Furniture | 9-84060 | 6/23/2009-11/30/2013 |
| 05/10/2011 | Johnson Controls, INC. | Complete Facilities Maintenance and Management | 9-711020 | 10/9/2008 - 6/24/2013 |
| | Kimball International Marketing | Office Furniture | | |
| 6/14/2011 | Lone Star Uniforms, Inc. | Uniforms & Clothing | 5-03EAC020 | 12/08/2004-07/13/2011 |
| | MCS | Access Control Systems | 3-711060 | 12/16/2002-1/27/2012 |
| | MSC Industrial Supply Co. | Hardware | 9-8400100 | 8/10/2009-5/11/2011 |
| | Mayline Company | Office Furniture | 9-84060 | 6/23/2009-11/30/2013 |
| | Michelin North America, Inc. | Tires, Pneumatic (new), for passenger, light/medium truck, & bus, & retread svcs. | 3-51V020 | 6/1/2003-10/31/2012 |
| 9/21/2010 | OCE North America, Inc. | Office Imaging & Document Solutions Copying Equipment | 3-7110530 | 7/2/2004-11/30/2011 |
| 12/13/2010 | Red Wing Shoe Industrial | Shoes | 7-261010 | 12/19/2006-12/5/2011 |
| | Sherwin Williams | Maintenance & Hardware | 2-36010 | 8/1/2002-9/30/2011 |
| | Simplexgrinnell, LP | Total Solutions for Law Enforcement, Security Facilities, Maint., Fire, Rescue, Clothing, Marine | 9-84090 | 8/12/2009-9/30/2012 |
| | Snap-On Industrial | Hardware Products & Services | 5-51V010 | 10/11/2001-1/31/2013 |
| | Southern Tire Mart LLC-Michelin Bridgestone | Tires | 5-84070 | 12/6/2004-6/30/2012 |
| 7/20/2010 | State Industrial Products | Hardware Superstore 12/27/2001 - 11/30/2010 | 3-51V010 | 9/20/2002-1/31/2016 |
| | Tandus US, Inc | Floor Covering | 7-261010 | 12/19/2006-12/5/2011 |
| **8/9/2011** | ***Teknion dba WorkSpace Solutions, Inc.*** | **Office Furniture** | 7-261020 | 1/19/2007-12/26/2011 |
| 11/22/2010 | The Hon Company | Office Furniture | 5-51V020 | 12/27/2001-11/30/2015 |
| | Tire Centers, LLC | Tires, Pneumatic (new), for passenger, light truck, med truck, & bus & retread services | 5-721A060 | 2/17/2005-8/3/2014 |
| | Michelin North America, Inc. | Bldg. & Bldg. Materials/Industrial Services & Supplies | **3-7110570-4** | **9/22/03-3/8/2014** |
| | Tremco, Inc. | Hardware Superstore, Heavy Vehicle Equipment | 6-7111060 | 5/10/2006 - 8/26/2011 |
| | United Rentals, Inc. | Professional Audio/Video, Telecommunications and Security Solutions | 11-23V070 | 07/16/2011-05/31/2012 |
| | Visual Innovations Company, Inc. | Industrial, Janitorial Supplies | 6-56050 | 3/6/2006-5/31/2014 |
| | W.W. Grainger, Inc. | Office Products | 7-51V080 | 7/5/2007-7/31/2015 |
| | World Wide Imaging Supplies | | 4-581010 | 10/24/2003-7/7/2012 |
| | | | 2-539030 | 8/26/2002-2/28/2014 |
| | | | 8-75030 | 5/2/2008-10/1/2012 |

**TPSS-State Travel Management Program:**

| **CC Approval Date** | **Vendor** | **Contract Description** | **Contract** | **Contract Term** |
|---|---|---|---|---|

**AI-28123** **14. A.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted By:** Amanda Valdez, ELECTIONS DEPT.

**Department:** ELECTIONS DEPT.

## Information

**CAPTION**

1. Discussion and approval of Appointment of Democratic Presiding Election Judges and Alternate Election Judges for the August 1, 2011 through the July 31, 2012 term.

2. Discussion and approval of Appointment of Republican Presiding Election Judges and Alternate Election Judges for the August 1, 2011 through the July 31, 2012 term.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:**

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

**BUDGETARY IMPACT:**

No Fiscal Impact

## Attachments

dem list

Rep list

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/17/2011 02:18 PM |
| Dale Kennan | Dale Kennan | 08/18/2011 09:23 AM |
| Auditor's Office | Arcilia Duran | 08/18/2011 10:48 AM |
| Purchasing Department | Marty Salazar | 08/18/2011 03:05 PM |

Form Started By: Amanda Valdez Started On: 08/17/2011 02:02 PM

Final Approval Date: 08/18/2011

HCDP
Election Judges and Clerks
Database

| Last Name | First Name | Mailing Address | City | State | Zip |
|---|---|---|---|---|---|
| Acosta | Oralia | Box 8411/ 816 E. Duranta | Alamo | Tx | 78516 |
| Acosta | Ismael | Box 8411 | Alamo | Tx | 78516 |
| Alaniz | Francisca | 2919 Lissner Ave. | Donna | Tx | 78537 |
| Alaniz | Martha | 2007 De Leon Ave. | Donna | Tx | 78537 |
| Alonso | Maria del Carmen | 1609 Oregon | Weslaco | Tx | 78596 |
| Alvarez | Zulema | Bx 4409 N. | Alamo | Tx | 78589 |
| Alvarez | Richard | 810 Boardwalk | Edinburg | Tx | 78539 |
| Antoniuk | Donna | 301 Condor Ave | McAllen | Tx | 78504 |
| Aranda | Olya | P.O. Box 334 | Hargill | Tx | 78549 |
| Arellano | Emerson | 813 Rankin | Mission | Tx | 78572 |
| Arevalo | Eduvina S. | 512 N. Francisco | Mission | Tx | 78572 |
| Arriaga | Amber | 1050 nolana | Donna | Tx | 78537 |
| Arriaga | Arturo | 1050 nolana | Donna | Tx | 78537 |
| Ashley-Fridie | Beverly F. | 2701 Fountain Plaza Blvd. | Edinburg | Tx | 78539 |
| Azoca | Maria L. | 205 So. Cantu | Weslaco | Tx | 78596 |
| Balderas | Maria G.* | 618 E. 3rd St, | Mission | Tx | 78572 |
| Barnes | Micheal | P.O. Box 405 | Edcouch | Tx | 78538 |
| Barnes | Richard H.* | 1624 N. 29th Street | McAllen | Tx | 78501 |
| Barnes | Michael | 212 N. Reyes Ave | Edcouch | Tx | 78538 |
| Barreiro | Sylvia L. | 3101 N. 28 1/2 | McAllen | Tx | 78501 |
| Barreiro | Gilbert | 4309 Ira Rd. | Mission | Tx | 78574 |
| Barrientos | Blanca F. | 1401 S. 4th St. | Edinburg | Tx | 78539 |
| Bates | Barbara Ann* | 6020 Wells Spring Dr. | McAllen | Tx | 78504 |
| Bazan | Amparo | P.O. Box 1088 | Elsa | Tx | 78543 |
| Benavides | Yvonne | 423 Cardinal St | Sullivan | Tx | 78595 |
| Blanco | Ma. Sylva | 2424 Briarway St. | Mission | Tx | 78574 |
| Borrego | Jose A. Jr.* | 1409 S. 3rd Ave. | Edinburg | Tx | 78539 |
| Brenneman | Virginia | 100 E. Hackberry #95 | McAllen | Tx | 78501 |
| Cabriales | Eduardo | 2928 Mile 9 N. | Mercedes | Tx | 78570 |
| Calderon | Crystal | 1409 Lucksinger Rd. | Mission | Tx | 78572 |
| Canales | Arnulfo | 1008 Lexington Circle | Edinburg | Tx | 78539 |
| Canales | Beatriz | 1008 Lexington Circle #7 | Edinburg | Tx | 78539 |
| Cantu | Alberto | 814 S. 2nd Ave | Edinburg | Tx | 78539 |
| Cantu | John E. | 1424 E. Samano | Edinburg | Tx | 78539 |
| Cantu | Maria I. | 814 S. 2nd Ave | Edinburg | Tx | 78539 |
| Cantu | Richard J. | 1906 E. Cano St. | Edinburg | Tx | 78542 |
| Cantu | Varely | 2310 N. Lincoln Ave | San Juan | Tx | 78589 |
| Cantu | Brenda | 4020 Mac Dr. | Weslaco | Tx | 78596 |
| Cantu | Lucinda | 124 San Jacinto | Mission | Tx | 78572 |
| Carcano | Valarie Vanessa | 2215 Carla Marie | Edinburg | Tx | 78539 |
| Cardenas | Sofia M. | P.O. Box 252 | Donna | Tx | 78537 |
| Cardenas | Alfonso | 1308 S. Juniper | Pharr | Tx | 78577 |
| Carrera | Julian "Danny" | 300 Solar | Mission | Tx | 78574 |
| Carrera | Ashley A. | 703 W. 2 Mile Ln. | Mission | Tx | 78574 |
| Casares | Estela* | 615 S. Oklahoma | Weslaco | Tx | 78596 |
| Casares | Monica | 615 S. Oklahoma | Weslaco | Tx | 78596 |
| Castillo | Jessica M. | 566 Marie Dr. | Donna | Tx | 78537 |
| Castillo | David R. | 569 Marie Dr. | Donna | Tx | 78537 |
| Castillo | Maria T. | 566 Marie Dr. | Donna | Tx | 78537 |
| Castillo | Louis J. | P.O. Box 341 | Elsa | Tx | 78543 |
| Castillo | Jeremy | P.O. Box 675 | Elsa | Tx | 78543 |
| Castillo | Genaro* | 1707 mobile St. | McAllen | Tx | 78501 |
| Castillo-Perez | Nora Lisa | P.O. Box 675 | Elsa | Tx | 78543 |
| Castro | Ruth | P.O. Box 1653 | Elsa | Tx | 78543 |
| Castro | Susana L. | 6852 W. Military Rd. | Mission | Tx | 78572 |
| Cavazos | J.* | 1905 Pelican Ave. | McAllen | Tx | 78501 |
| Cavazos | Alejandra | 1491 W. International #2 | Weslaco | Tx | 78596 |
| Cazares | Carmen | 6608 Azul Ln. | Pharr | Tx | 78577 |
| Cervantez | Elizabeth M | P.O. Box 1453 | Weslaco | Tx | 78599 |

HCDP
Election Judges and Clerks
Database

| Last Name | First Name | Mailing Address | City | State | Zip |
|---|---|---|---|---|---|
| Chapa | Guadalupe | P.O. Box 1017 | Pharr | Tx | 78577 |
| Chavez | Irma | Box 3605 | Alamo | Tx | 78516 |
| Chavez | Irma | 741 Ellis Box 3605 | Alamo | Tx | 78516 |
| Cisneros | Blanca | P.O. Box 1323 | Elsa | Tx | 78543 |
| Codina | Daniel V. | 413 N. 6th St. | McAllen | Tx | 78501 |
| Contreras | Mary L. | 2400 South 26th | McAllen | Tx | 78503 |
| Cordova | Norman | 121 S. 8th | Donna | Tx | 78537 |
| Cruz | Manuel A. | 3102 Monterre St. | Hidalgo | Tx | |
| Cuellar | Paul | 3605 Northwestern | McAllen | Tx | 78504 |
| Davila | Belsy C. | 6504 Charro St. | Mission | Tx | 78574 |
| De La Rosa | Minerva | 1215 A Chris Circle | Edinburg | Tx | 78539 |
| de la Garza | E. "Kika" | 608 Wisteria | McAllen | Tx | 78504 |
| de la Rosa | Buddy | 1210 Haclenda Del Sol | Weslaco | Tx | 78596 |
| De Leon | Maricela | Rt. 16 Box 439-7 | Edinburg | Tx | 78539 |
| De Leon | Maricela | 6302 Jo Din Drive | Edinburg | Tx | 78539 |
| De Luna | Jennifer | 130 Russel Court | Hidalgo | Tx | 78557 |
| Del Bosque | Yolanda | 1117 No. 22nd St. | McAllen | Tx | 78501 |
| Delgado | Micaela | P.O. Box 717 | Edcouch | Tx | 78538 |
| Diaz | Denise | 1217 Montemayor Ln. | Edinburg | Tx | 78539 |
| Diaz | Abigail | P.O. Box 641 | La Blanca | Tx | 78558 |
| Dougherty | Janelle | 128 E. Vine | McAllen | Tx | 78501 |
| Dougherty | Fafael | 128 E. Vine | McAllen | Tx | 78501 |
| Escobedo | Eliasar | 1500 N. Glasscock Rd. | Mission | Tx | 78572 |
| Espinoza | Brado Rene | 3601 Yvette Dr | Pharr | Tx | 78577 |
| Espinoza | Lucerito | 3001 Hermosillo | Weslaco | Tx | 78596 |
| Espinoza | Sylvia* | 3001 Hermosillo | Weslaco | Tx | 78596 |
| Espinoza | Magda* | Rt. 6 Box 541 F | Weslaco | Tx | 78596 |
| Fernandez | Ruby A. | P.O. Box 520 | Edcouch | Tx | 78538 |
| Field | Jackie* | P.O. Box 3927 | McAllen | Tx | 78502 |
| Flores | Esperanza L. | 2313 Sandstone Dr. | Mission | Tx | 78574 |
| Flores | Gerardo Sr. | 2400 La Paloma Dr. | Palmview | Tx | 78572 |
| Franco | Dahlia L. | 1112 Orange St | Mercedes | Tx | 78570 |
| Fuentes | Mercedes M. | 505 So. 28th St. | McAllen | Tx | 78501 |
| Garay | Edgar | 2006 Cedar St. | Denitas | Tx | 78576 |
| Garcia | Edna | Box 2901 / 503 E. Bowie | Alamo | Tx | 78589 |
| Garcia | Cristy | P.O. Box 3956 | Edcouch | Tx | 78538 |
| Garcia | Adan | 2605 Naranja Drive | Mission | Tx | 78574 |
| Garcia | Mericelda* | 1201 Ash Dr. | Mission | Tx | 78572 |
| Garcia | Gerardo R.* | P.O. Box 200 | Pharr | Tx | 78577 |
| Garcia | Monica* | 6608 Azul Ln. | Pharr | Tx | 78577 |
| Garcia | Flor E. | P.O. Box 1191 | San Juan | Tx | 78589 |
| Garcia | Julio | P.O. Box 5073 | McAllen | Tx | 78501 |
| Garcia | Imelda | 1408 Hooper St. | San Juan | Tx | 78589 |
| Garcia | Rolando* | 603 N. Esperanza | Pharr | Tx | 78577 |
| Garcia | Ercilia Z. | P.O. Box 200 | Pharr | Tx | 78577 |
| Garcia | Albert | 113 Rio Grande Drive | Mission | Tx | 78572 |
| Garcia | Romeo J. | P.O Box 35 | Linn | Tx | 78563 |
| Garcia | Javier | 2811 Guajillo | Edinburg | Tx | 78541 |
| Garcia | Ricardo | 133 East 17th | Mercedes | Tx | 78570 |
| Garcia | Dalila A. | 222 W. University Dr | Edinburg | Tx | 78539 |
| Garcia | Mario T. | 731 W. 10th | Mercedes | Tx | 78570 |
| Garcia | Angelica | P.O. Box 35 | Linn | Tx | 78563 |
| Garcia | Leticia | 5510 N. Cage | Pharr | Tx | 78577 |
| Garcia | Sandra Denise | 109 E. Baylor | McAllen | Tx | 78504 |
| Garcia | Joel | 713 Melos Ln. | Palmview | Tx | 78574 |
| Garcia | Letty | 1717 Pebble Dr | Mission | Tx | 78574 |
| Garcia | Irma | 3508 North Shary Road | Palmhurst | Tx | 78573 |
| Garza | Jacqueline M. | 2606 Torreon St. | Hidalgo | Tx | 78557 |
| Garza | Juanlino | P.O. Box 141 | Linn | Tx | 78563 |

HCDP
Election Judges and Clerks
Database

| Last Name | First Name | Mailing Address | City | State | Zip |
|---|---|---|---|---|---|
| Garza | Eleanor | 301 E. La Vista #36 | McAllen | Tx | 78501 |
| Garza | Rumaldo Jr. | 2538 lindberg | McAllen | Tx | 78501 |
| Garza | Jaime E. | 13295 Virginia | Mercedes | Tx | 78570 |
| Garza | Elena | P.O. Box 1291 | Mission | Tx | 78573 |
| Garza | Teresa R. | 8400 North Doffing Rd. | Mission | Tx | 78574 |
| Garza | Daniel E. | 3505 Cognac Dr. | Pharr | Tx | 78577 |
| Garza | Marla E. | 4600 N. Minnesota Rd. | Mission | Tx | 78574 |
| Garza | Santos Graciela | 6568 S. Fm 494 | Mission | Tx | 78572 |
| Garza | Aimee | 6688 El Camino real | Mission | Tx | 78572 |
| Garza | Rafael "Ralph" | 6667 El Camino Real | Granjeno | Tx | 78572 |
| Garza* | Gloria | 6688 El Camino real | Mission | Tx | 78572 |
| Garza, 111 | Luciano "Chano" S. | 3515 Pecan Grove | Weslaco | Tx | 78596 |
| Garza-Uresti | Rita | 1005 E. Veteran's Blvd. | Palmview | Tx | 78572 |
| Gaytan | Kristian | 604-Horizon Peak #4 | Edinburg | Tx | 78539 |
| Gil | Rolando | 1912 Barreda Cir | | Tx | |
| Gomez | Iris | 4117 Margarita St. | Edinburg | Tx | 78542 |
| Gomez | Ada | 103 Amy Drive | San Juan | Tx | 78589 |
| Gonzalez | San Juanita N. | P.O. Box 831 | Edinburg | Tx | 78540 |
| Gonzalez | Gloria* | 3614 N. 40 ln. | McAllen | Tx | 78501 |
| Gonzalez | Yolanda | 6828 C St. | Mercedes | Tx | 78570 |
| Gonzalez | Pauline | P.O. Box 254 | Pharr | Tx | 78577 |
| Gonzalez | Blanca Estela | 702 Alameda St. | San Juan | Tx | 78589 |
| Gonzalez | Corina | 201 Cougar St. | San Juan | Tx | 78589 |
| Gonzalez | Israel* | 806 W. Sam Houston | San Juan | Tx | 78589 |
| Gonzalez | Mary D. | 806 W. Sam Houston | San Juan | Tx | 78589 |
| Gower | Stephanie | 1500 N. Sugar Rd. | Pharr | Tx | 78577 |
| Gower | John-Davis | 1500 N. Sugar Rd. | Pharr | Tx | 78577 |
| Gower | Leslie | 712 Walnut | McAllen | Tx | 78501 |
| Granados | Francisca | 921 N. Iowa Ave | Weslaco | Tx | 78596 |
| Green | Hilda R. | 403 S. Cynthia | McAllen | Tx | 78501 |
| Guajardo | Ruben "Chano" | 1930 Royal Palm Dr | Mercedes | Tx | 78570 |
| Guajardo | Eleazar | 3611 Yvette Drive | Pharr | Tx | 78577 |
| Guerra | Richard J. | 39830 N. Hwy. 281 | Edinburg | Tx | 78542 |
| Guerra | Irma Leticia | 701 E. Chicago | McAllen | Tx | 78501 |
| Gunter | Christina G.* | 321 East Hawk Ave. | Pharr | Tx | 78577 |
| Gutierrez | Diana | Box 4006 | Alamo | Tx | 78516 |
| Gutierrez | Yolanda | P.O. Box 1340 | Hidalgo | Tx | 78557 |
| Gutierrez | Jose M. | 3008 La Vista Ave | McAllen | Tx | 78501 |
| Gutierrez | Anneth I. | 1621 Rose Wood | Mission | Tx | 78574 |
| Guzman | Henrietta | 207 E. Jackson Ave | McAllen | Tx | 78501 |
| Guzman | Francisco J. | P.O. Box 335 | San Juan | Tx | 78589 |
| Hart | Charls | P.O. Box 4945 | Palm | Tx | |
| Hearn | Kathryn* | 208 W. Fern Ave | McAllen | Tx | 78501 |
| Henriquez | Yezenia | 107 W. Alice St. | Harlingen | Tx | 78550 |
| Henry | Ashlee | 12418 Shary Rd | Mission | Tx | 78573 |
| Hernandez | Albert | 3015 Walnut Ave. | McAllen | Tx | 78501 |
| Hernandez | Manuel | 1101 So. 1st | McAllen | Tx | 78501 |
| Hernandez | Ofelia T. | 2120 Diaz Ave | McAllen | Tx | 78503 |
| Hernandez | Alejandro R. | 3416 La Vista | McAllen | Tx | 78501 |
| Hernandez | Martin | 6402 E. St. | Mercedes | Tx | 78570 |
| Hernandez | Elizabeth | 2319 Paris St. | Mission | Tx | 78574 |
| Hinojosa | Abel | 1310 E. Samano | Edinburg | Tx | 78541 |
| Hinojosa | Maria Luisa | 807 South Illinois Ave. | Weslaco | Tx | 78596 |
| Hinojosa-Martinez | Junaita | 300 N. Liberty | Weslaco | Tx | 78596 |
| Ibarra | Olga | 3012 S. Garza St. | Edinburg | Tx | 78539 |
| Jackson | Stephanie | 723 Royale Ln. | Alamo | Tx | 78589 |
| Jackson | Carmen R.* | 608 Heron Ave. | McAllen | Tx | 78504 |
| Jilpas | Imelda* | 3201 Melissa St. | Mercedes | Tx | 78570 |
| LaVigne | James W. | 2301 N. Abram Rd #536 | Mission | Tx | 78572 |

HCDP
Election Judges and Clerks
Database

| Last Name | First Name | Mailing Address | City | State | Zip |
|---|---|---|---|---|---|
| Leal | Alyssa | P.O. Box 749 | Elsa | Tx | 78543 |
| Leal | Mario R. | 1017 N. 20th St | McAllen | Tx | 78501 |
| Ledesma | Lilia | 1406 W. Jonquil | McAllen | Tx | 78501 |
| Lomas | Mercedita | 903 Miguel Hidalgo | San Juan | Tx | 78589 |
| Longoria | Eudelia | 901 N. 27 1/2 | McAllen | Tx | 78501 |
| Longoria | Oscar | 5314 W. Mile 5 Rd. | Mission | Tx | 78574 |
| Lopez | Gloria* | 2201 Jeremiah St. | Edinburg | Tx | 78542 |
| Lopez | Juanita | 620 E Fay | Edinburg | Tx | 78539 |
| Lopez | Maria Elena | 1202 So. 8th Ave. | Edinburg | Tx | 78539 |
| Lopez | Francisco D.* | P.O. Box 86 | Hargill | Tx | 78549 |
| Lopez | Martin | 5439 mile 8 Rd. | Mission | Tx | 78574 |
| Lovelace | Richard | 6008 N. 36th Ln | McAllen | Tx | 78504 |
| Lozano | | 1041 El Paseo Dr. | Alamo | Tx | 78516 |
| Lozano | Esmeralda C. | 3501 Audrey Ln. | Edinburg | Tx | 78541 |
| Lozano | Nicholas | 3501 Audrey Ln. | Edinburg | Tx | 78541 |
| Lozano | Alicia | 2014 Verdin Ave | McAllen | Tx | 78504 |
| Lozano | Aurora | 1009 Valley View Dr. | Weslaco | Tx | 78596 |
| Lugo | Rosa Maria* | P.O. Box 904 | Edinburg | Tx | 78540 |
| Luna | Luis C. | 1008 South 3rd St. | Edinburg | Tx | 78539 |
| Luna | Aurora* | 1805 Thornton | Mission | Tx | 78572 |
| Luna | Richard | 1805 Thornton | Mission | Tx | 78572 |
| Maldonado | Jennifer | 305 Colonial Ave. | Donna | Tx | 78537 |
| Maldonado | Laura | 305 Colonial Ave. | Donna | Tx | 78537 |
| Maldonado | Juan J. | 504 E. Sioux Rd | San Juan | Tx | 78589 |
| Manoharan | Yalini | 1108 S. Pelling St. | McAllen | Tx | 78501 |
| Marler | Janice M. | 1607 Sun Street | Mission | Tx | 78572 |
| Martinez | Nora | 220 N. Jo Beth St. | Alton | Tx | 78573 |
| Martinez | Virginia M. | 2314 Crestview Dr. | Edinburg | Tx | 78539 |
| Martinez | Elisa* | 119 Saltillo St. | Edinburg | Tx | 78539 |
| Martinez | Jesus R. | 2606 Torreon St. | Hidalgo | Tx | 78557 |
| Martinez | Susana G. | 2100 Camelia | McAllen | Tx | 78501 |
| Martinez | Sylvia M. | P.O. Box 394 | Weslaco | Tx | 78599 |
| Martinez | Juanita | 300 N. Liberty | Weslaco | Tx | 78575 |
| Martinez | Ricardo "Rick" | 4210 Chula Vista | Pharr | Tx | 78577 |
| Mata | Antonia R. | 1607 Savannah Ave. | McAllen | Tx | 78503 |
| McCall | Julio | P.O. Box 4373 | Edinburg | Tx | 78539 |
| McGurk | Michael | 1400 Shay Lane | Edinburg | Tx | 78539 |
| Mclane | Maria Luisa | 3012 N. 16th St. | McAllen | Tx | 78501 |
| Medrano | Valentina | 603 Lee Garza St. | Weslaco | Tx | 78596 |
| Mendez | Mary Lou | 109 W. Adkins St | Edcouch | Tx | 78538 |
| Mexicano | Mark | 2313 E. Kantunil Ave | Alton | Tx | 78573 |
| Miranda | Rosemary | 1202 W. Maple Ave | McAllen | Tx | 78501 |
| Montemayor | Olivia | 1217 Monterrey Ln. | Edinburg | Tx | 78541 |
| Montemayor | Herlinda* | 2901 E. Hwy 281 | Hidalgo | Tx | 78557 |
| Montemayor | Jose T.* | 1419 Perkins Ave. | Mission | Tx | 78572 |
| Montemayor | Maria L. | 1419 Perkins Ave. | Mission | Tx | 78572 |
| Montoya | Hugo A. | P.O. Box 702 | Mission | Tx | 78572 |
| Moreno | Mario J. | 566 Marie Dr. | Donna | Tx | 78537 |
| Moreno | Renee Jolie | 3203 Paleta St. | Donna | Tx | 78537 |
| Moreno | Daniel | 3907 Aggassi Drive | Weslaco | Tx | 78596 |
| Morrison | Josefina V. | P.O. Box 720994 | McAllen | Tx | 78504 |
| Mungia | Susana | 919 Azalia Street | Hidalgo | Tx | 78557 |
| Narvaez | Andy | 1010 S. Hulsack | Pharr | Tx | 78577 |
| Nichols | Christopher M. | 2018 N. Shary Rd. | Mission | Tx | 78572 |
| Nino | Celia | 1124 So. 16 | Edinburg | Tx | 78539 |
| Nino | Martha | 2526 Colbath Rd. | McAllen | Tx | 78503 |
| Noyola | Rachel H.* | 2220 Camellia | McAllen | Tx | 78501 |
| Ochoa | Lorie | 2204 N. H Street | McAllen | Tx | 78501 |
| Ojeda | Veda | 1800 Juniper St. Apt 3 | Pharr | Tx | 78577 |

HCDP
Election Judges and Clerks
Database

| Last Name | First Name | Mailing Address | City | State | Zip |
|---|---|---|---|---|---|
| Olivarez | Elisa Y. | 4309 Ira Rd. | Mission | Tx | 78574 |
| Olivarez | John M. | 4203 Rio Grande Ln. | Mission | Tx | 78574 |
| Olivarez | Oscar E. | 4309 Ira Rd. | Mission | Tx | 78574 |
| Olivarez | Samantha | 414 N. Esperanza | Pharr | Tx | 78577 |
| Oropez | Rey | 1405 La Cienga | Weslaco | Tx | 78596 |
| Ortiz | Lilia | 2228 Lusby St. | Mission | Tx | 78574 |
| Pena | Eric | | Edinburg | Tx | 78541 |
| Pena | Aron L. | 1418 S. 13th St. | Edinburg | Tx | 78539 |
| Pena | John | 102 West 10th Street | La Joya | Tx | 78560 |
| Pena | Aron | 1418 S. 13th St | Edinburg | Tx | 78539 |
| Peralez | Hector | 1707 mobile St. | McAllen | Tx | 78501 |
| Perez | Julian | 1918 N. Monmack | Edinburg | Tx | 78539 |
| Perez | Nora C. | P.O. Box 675 | Elsa | Tx | 78543 |
| Perez | Guadalupe M. | P.O. Box 8022 | Hidalgo | Tx | 78557 |
| Perkins | Elizabeth A. | 516 East Vine | McAllen | Tx | 78501 |
| Quintanilla | Guadalupe | 1818 E. Main Ave | Alton | Tx | 78573 |
| Quintanilla | Consuelo | P.O. Box 6249 | McAllen | Tx | 78501 |
| Ramirez | Ramiro Jr. | 3112 W. Chapin Rd. | Edinburg | Tx | 78539 |
| Ramirez | Zoila | 1012 So. 3rd Ave | Edinburg | Tx | 78539 |
| Ramirez | Rosalinda* | 510 Countryside Dr. | Weslaco | Tx | 78596 |
| Ramirez | Guadalupe "Lupita" | 602 East 1st | Mission | Tx | 78572 |
| Ramirez | Rosalinda | 510 Countryside | Weslaco | Tx | 78596 |
| Ramos | Marisol | 1410 Morgan Blvd #405 | Harlingen | Tx | 78550 |
| Ramos | Sylvia | 1029 Perez | Mission | Tx | 78572 |
| Ramos | Noella* | 2917 Hermosillo | Weslaco | Tx | 78596 |
| Ramos | Justine | 2917 Hermosillo | Weslaco | Tx | 78596 |
| Rangel | Joe R. | 1301 E. McIntyre | Edinburg | Tx | 78541 |
| Rangel | Maria de la cruz | 1952 S. 36st | McAllen | Tx | 78501 |
| Raya | Esmeralda | P.O. Box 3903 | Mission | Tx | 78573 |
| Rebeles | Erika E. | 3112 N. Sugar Rd. | Edinburg | Tx | 78541 |
| Regalado | Maria S. | 506 Woodland | Pharr | Tx | 78577 |
| Reyes | Irma I. | 902 Sunset St. | San Juan | Tx | 78589 |
| Reyna | Jose Luis A. | 5245 Main St. apt A. | Donna | Tx | 78537 |
| Reyna | Maria Elva | 1117 Oblate | Mission | Tx | 78572 |
| Reyna | Wadhawan M. | 3401 Santa Fe | Mission | Tx | 78572 |
| Rickers | Emily S. | 1006 N. 5th St. | McAllen | Tx | 78501 |
| Riojas | Irene | 1617 Ebony Ave. | McAllen | Tx | 78501 |
| Rivas | Hermila L. | 2213 Royal Palm Drive | Mission | Tx | 78572 |
| Rivera | Garesila* | 813 S. Alton Blvd | Alton | Tx | 78573 |
| Rocha | Lisa Marie | 315 E. 2nd St. | San Juan | Tx | 78589 |
| Rocha | Santos M. | 315 E. 2nd St. | San Juan | Tx | 78589 |
| Rodriguez | Elma L.* | 309 N. 9th St. Apt 418 | Alamo | Tx | 78516 |
| Rodriguez | Marina A. | 309 N. 9th St. Apt 418 | Alamo | Tx | 78516 |
| Rodriguez | Oralia C. | 4816 N. 4th St. | McAllen | Tx | 78502 |
| Rodriguez | Salomon Jr. | 4816 N. 4th St. | McAllen | Tx | 78502 |
| Rodriguez | Alejandra* | P.O. Box 2815 | Mission | Tx | 78573 |
| Rodriguez | Veronica | 6840 Barnett | Mission | Tx | 78573 |
| Rodriguez | San Juanita* | 1320 S. Standard | San Juan | Tx | 78589 |
| Rodriguez | Irma | 801 E. Plaza St. | Weslaco | Tx | 78596 |
| Rodriguez | Paul R. | 4401 South "H" Street | McAllen | Tx | 78503 |
| Rodriguez | Eric Gilbert | 1101 Whitewing Avenue | McAllen | Tx | 78501 |
| Roman | Magdalena | 311 N. Colorado | Weslaco | Tx | 78596 |
| Roman | Cristina | 1505 Janie St. | Weslaco | Tx | 78596 |
| Rosales | Alda | 2800 W. Loop 374 | Palmview | Tx | 78572 |
| Rosales | Eusebio | 2800 W. Loop 374 | Palmview | Tx | 78572 |
| Ruiz | J. Edgar | 1211 East Texas | San Juan | Tx | 78589 |
| Ruiz | Luisa | 1711 Palazzo Dr | Mission | Tx | 78572 |
| Ruppert | G. William* | 4501 N. 3rd St. | McAllen | Tx | 78504 |
| Salas | Mary Ann | 3000 N. 1st Street | McAllen | Tx | 78501 |

HCDP
Election Judges and Clerks
Database

| Last Name | First Name | Mailing Address | City | State | Zip |
|---|---|---|---|---|---|
| Salazar | Christian | 13704 N. Hwy 281 | Edinburg | Tx | 78541 |
| Salazar | Natali | 13704 N. Hwy 281 | Edinburg | Tx | 78541 |
| Salazar | Maria C. | 201 E. Jackson Ave. | McAllen | Tx | 78501 |
| Salazar | Ramiro E. | 201 E. Jackson Ave. | McAllen | Tx | 78501 |
| Saldana | Herminia V. | 2117 Diaz Ave | McAllen | Tx | 78503 |
| Saldana | Jose C. | 2114 Diaz | McAllen | Tx | 78503 |
| Salinas | Arturo Jr. | P.O. Box 369 | Los Ebanos | Tx | 78565 |
| Salinas | Nedia | 220 S. 25th St. Apt 6 | Edinburg | Tx | 78541 |
| Salinas | Estela S. | 2712 Fir | McAllen | Tx | 78501 |
| Salinas | Jorge H. | 523 W. 3rd | Elsa | Tx | 78543 |
| Salinas | Roberto | 1512 Magdalena St. | Mission | Tx | 78572 |
| Salinas, Jr. | Eliseo "Tito" | 2601 Austin Avenue | McAllen | Tx | 78501 |
| Salinas-Flores | Laura | 421 N. 12th St | Donna | Tx | 78537 |
| Samudio | Emma R.* | 317 N. Liberty | Weslaco | Tx | 78596 |
| Sanchez | Jr | 13 Ash St. | Mercedes | Tx | 78570 |
| Sanchez | Stella | 507 W. Atlol | San Juan | Tx | 78589 |
| Sanchez | Graciela | 114 N. Republic | Weslaco | Tx | 78596 |
| Sanchez | Inocencia | 114 N. Republic | Weslaco | Tx | 78596 |
| Sanchez | Graciela | 114 N. Republic | Weslaco | Tx | 78596 |
| Sanchez-Juarez | Carol* | 1116 S. Pekins | McAllen | Tx | 78501 |
| Sandoval | Denise | 1415 W. Bryan Blvd. | Alton | Tx | 78573 |
| Sarmiento | Marlen S.* | 2117 Diaz Ave | McAllen | Tx | 78503 |
| Sarrge | Dennis | P.O. Box 5482 | McAllen | Tx | 78502 |
| Sauceda | Eliseo | 130 Prosperity Drive | Mercedes | Tx | 78570 |
| Segura | Fernando | 6538 S. 494 | Mission | Tx | 78572 |
| Serna | Joann | 1304 Colosio Ln. | Mission | Tx | 78572 |
| Serna | Herminia C. | 600 S. Bridge Ave Lot 612 | Weslaco | Tx | 78596 |
| Shawn | Dolores | 120 W. Leaky | Pharr | Tx | 78577 |
| Singleterry, Jr. | Daniel | 616 South 23rd | Weslaco | Tx | 78537 |
| Sloss | Teresa | 1512 Scotty | San Juan | Tx | 78589 |
| Smith | C. Howdy | 468 Tampico St. | Weslaco | Tx | 78596 |
| Smith | Howdy C.* | 468 Tampaco St. | Weslaco | Tx | 78596 |
| Smith | Howdy | 468 Tampico Street | Weslaco | Tx | 78596 |
| Solis | Bessly | 1115 500th 13th Ave | Edinburg | Tx | 78539 |
| Solis | Elida C. | 2009 Cypress Dr. | Edinburg | Tx | 78539 |
| Solis | Isreal Jr. | 470 S. 21st | Edinburg | Tx | 78549 |
| Solo | Julissa | 3035 Scotland Dr. | Edinburg | Tx | 78539 |
| Tallabas | Hilario "Layo" | 3215 Las Palmas Dr | Mission | Tx | 78572 |
| Tamez | Maria* | P.O. Box 1018 | Elsa | Tx | 78543 |
| Tamez | Michael | P.O. Box 1018 | Elsa | Tx | 78543 |
| Thompson | James P.* | 1500 N. Sugar Rd. | Pharr | Tx | 78577 |
| Tijerina | Alicia | 1221 N. 26th | McAllen | Tx | 78501 |
| Torres | Melissa M. | 503 N. 84th St. | Edinburg | Tx | 78542 |
| Torres | Carlos N. | 503 N. 84th St. | Edinburg | Tx | 78542 |
| Treji | Lupe | 1502 Betty Dr. | Mission | Tx | 78572 |
| Trevino | Teodora | 1401 So. 16th St. | Edinburg | Tx | 78539 |
| Trevino | Thomas N. | 1323 S. 17th Ave | Edinburg | Tx | 78539 |
| Trevino | Sonia M. | 1901 Royal Palm Dr. | Mission | Tx | 78572 |
| Trevino Jr. | Eloy L. | 722 West Hackberry | McAllen | Tx | 78501 |
| Valdez | Cynthia* | 605 N. 84th St. | Edinburg | Tx | 78542 |
| Valdez | Diana A. * | P.O. Box 1158 | Elsa | Tx | 78543 |
| Valdez | Terry | 602 Countryside Dr. | Weslaco | Tx | 78596 |
| Valdez | Robert | 602 Countryside Dr. | Weslaco | Tx | 78596 |
| Vallejo | Gloria | 523 W. Kohala Ave | Alton | Tx | 78573 |
| Vallejo | Gloria | P.O. Box 3903 | Mission | Tx | 78573 |
| Vasquez | Cecilia | 912 Atlanta St. | Edinburg | Tx | 78541 |
| Vasquez | Solidad | 208 San Felipe | Edinburg | Tx | 78539 |
| Vasquez | Sylvia | 912 Atlanta St. | Edinburg | Tx | 78541 |
| Vasquez | Amy | 517 De Leon | Weslaco | Tx | 78596 |

HCDP
Election Judges and Clerks
Database

| Last Name | First Name | Mailing Address | City | State | Zip |
|---|---|---|---|---|---|
| Vela | Eric G. | 303 rose Marie | Mission | Tx | 78574 |
| Vela | Melinda Y. | 303 rose Marie | Mission | Tx | 78574 |
| Victorino | Jose M. | 902 Encarnacion Ln. | Pharr | Tx | 78577 |
| Villagran, Jr. | Rosendo "Ross" | 3416 Xenops | McAllen | Tx | 78504 |
| Villalobos | Laura | 2807 Rosalinda | Mission | Tx | 78572 |
| Villanueva | Jorge | 211 Kennedy St. | Elsa | Tx | 78543 |
| Villarreal | Leonardo | 1009 Columbia Dr. | Edinburg | Tx | 78541 |
| Villarreal | Maria I. | 1009 Columbia Dr. | Edinburg | Tx | 78541 |
| Villarreal, Jr. | Domingo | P.O. Box 675 | Penitas | Tx | 78576 |
| Wadhawan | Reyna | 3401 Santa Fe | Mission | Tx | 78572 |
| Walker | Christina | 2401 South Jackson #9 | Pharr | Tx | 78577 |
| Weisfeld | Rosalie | 4801 North 16th Street | McAllen | Tx | 78504 |
| Weisfeld- Hinojosa | Johnathan | 4801 N. 16th St. | McAllen | Tx | 78504 |
| Winkler | Belinda V. | 625 N. Bentsen Palm #477 | Mission | Tx | 78572 |
| Ybarra | Jose J. | 6908 C. St. | Mercedes | Tx | 78570 |
| York | Beshka | 1134 South Ohio | Mercedes | Tx | 78570 |
| Young | Juana M. | 501 S. Texas 412 | Mercedes | Tx | 78570 |
| Zapata | Merced A. | 405 W. Esperanza Ave. | McAllen | Tx | 78501 |
| Zapata | Ramiro | 405 W. Esperanza Ave. | McAllen | Tx | 78501 |
| Zarate | Basilia S.* | 1006 E. Champion St. | Edinburg | Tx | 78539 |
| Zavala | Mark | 300 S. Mile 2 | Edcouch | Tx | 78538 |
| Zavala | Isabel P. | 209 Amistad Lane | Weslaco | Tx | 78596 |
| Zuniga | Thelma | P.O. Box 364 | Elsa | Tx | 78543 |
| Zurita | Angelita B | 2211 Carla Marie Way | Edinburg | Tx | 78542 |
| | Gregoria | 1508 Coconut Palm | San Juan | Tx | 78589 |

HCDP
Election Judge and Clerk
2011-2012
(amendment attached to prior June 2011 list)

| Last Name | First Name | Mailing Address | City |
|---|---|---|---|
| Acosta | Oralia | Box 8411/ 816 E. Duranta | Alamo |
| Alaniz | Martha | 2007 De Leon Ave. | Donna |
| Alaniz | Francisca | 2919 Lissner Ave. | Donna |
| Alonso | Maria del Carmen | 1609 Oregon | Weslaco |
| Antoniuk | Donna | 301 Condor Ave | McAllen |
| Aranda | Olya | P.O. Box 334 | Hargill |
| Arevalo | Eduvina S. | 512 N. Francisco | Mission |
| Azoca | Maria L. | 205 So. Cantu | Weslaco |
| Balderas | Maria G. | 618 E. 3rd St, | Mission |
| Barnes | Micheal | P.O. Box 405 | Edcouch |
| Barnes | Richard H.* | 1624 N. 29th Street | McAllen |
| Barreiro | Sylvia L. | 3101 N. 28 1/2 | McAllen |
| Barreiro | Gilbert | 4309 Ira Rd. | Mission |
| Barrientos | Blanca F. | 1401 S. 4th St. | Edinburg |
| Bates | Barbara Ann | 6020 Wells Spring Dr. | McAllen |
| Bazan | Amparo | P.O. Box 1088 | Elsa |
| Blanco | Ma. Syliva | 2424 Briarway St. | Mission |
| Brenneman | Virginia | 100 E. Hackberry #95 | McAllen |
| Cabriales | Eduardo | 2928 Mile 9 N. | Mercedes |
| Calderon | Crystal | 1409 Lucksinger Rd. | Mission |
| Canales | Arnulfo | 1008 Lexington Circle | Edinburg |
| Cantu | John E. | 1424 E. Samano | Edinburg |
| Cantu | Maria I. | 814 S. 2nd Ave | Edinburg |
| Cantu | Alberto | 814 S. 2nd Ave | Edinburg |
| Cardenas | Sofia M. | P.O. Box 252 | Donna |
| Cardenas | Alfonso | 1308 S. Juniper | Pharr |
| Cardenas | Alfonso | 1308 S. Juniper | Pharr |
| Cardenas | Sofia M. | P.O. Box 252 | Donna |
| Casares | Monica | 615 S. Oklahoma | Weslaco |
| Casares | Estela* | 615 S. Oklahoma | Weslaco |
| Castillo | Jessica M. | 566 Marie Dr. | Donna |
| Castillo | Louis J. | P.O. Box 341 | Elsa |
| Castillo | Jessica M.* | 566 Marie Dr. | Donna |
| Castillo-Perez | Nora Lisa | P.O. Box 675 | Elsa |
| Castro | Susana L. | 6852 W. Military Rd. | Mission |
| Cavazos | Alejandra | 1491 W. International #2 | Weslaco |
| Cavazos | J.* | 1905 Pelican Ave | McAllen |
| Cazares | Carmen | 6608 Azul Ln. | Pharr |
| Cervantez | Elizabeth M | P.O. Box 1453 | Weslaco |
| Chapa | Guadalupe | P.O. Box 1017 | Pharr |
| Chapa | Guadalupe | P.O. Box 1017 | Pharr |
| Chavez | Irma | Box 3605 | Alamo |
| Chavez | Irma | 741 Ellis Box 3605 | Alamo |
| Cisneros | Blanca | P.O. Box 1323 | Elsa |
| Contreras | Mary L. | 2400 South 26th | McAllen |
| Davila | Belsy C. | 6504 Charro St. | Mission |
| De La Rosa | Minerva | 1215 A Chris Circle | Edinburg |
| Diaz | Abigail | P.O. Box 641 | La Blanca |
| Diaz | Denise | 1217 Montemayor Ln. | Edinburg |
| Escobedo | Eliasar | 1500 N. Glasscock Rd. | Mission |
| Escobedo | Eliasar | 1500 N. Glasscock Rd. | Mission |

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Election Judge and Clerk
2011-2012
(amendment attached to prior June 2011 list)

| Last Name | First Name | Mailing Address | City |
|---|---|---|---|
| Espinoza | Sylvia* | 3001 Hermosillo | Weslaco |
| Espinoza | Lucerito | 3001 Hermosillo | Weslaco |
| Flores | Esperanza L. | 2313 Sandstone Dr. | Mission |
| Flores | Esperanza L. | 2313 Sandstone Dr. | Mission |
| Flores | Gerardo Sr. | 2400 La Paloma Dr. | Palmview |
| Franco | Dahlia L. | 1112 Orange St | Mercedes |
| Franco | Dahlia L.* | 1112 Orange St | Mercedes |
| Fuentes | Mercedes M. | 505 So. 28th St. | McAllen |
| Garay | Edgar | 2006 Cedar St. | Denitas |
| Garcia | Cristy | P.O. Box 3956 | Edcouch |
| Garcia | Flor E. | P.O. Box 1191 | San Juan |
| Garcia | Cristy | P.O. Box 3956 | Edcouch |
| Garcia | Adan | 2605 Naranja Drive | Mission |
| Garcia | Monica* | 6608 Azul Ln. | Pharr |
| Garcia | Gerardo R.* | P.O. Box 200 | Pharr |
| Garza | Elena | P.O. Box 1291 | Mission |
| Garza | Teresa R. | 8400 North Doffing Rd. | Mission |
| Garza | Juanlino | P.O. Box 141 | Linn |
| Garza | Eleanor | 301 E. La Vista #36 | McAllen |
| Garza | Teresa R.* | 8400 North Doffing Rd. | Mission |
| Gaytan | Kristian | 604-Horizon Peak #4 | Edinburg |
| Gaytan | Kristian | 1401 S. 16th St. | Edinburg |
| Gil | Rolando | 1912 Barreda Cir | |
| Gonzalez | Yolanda | 6828 C St. | Mercedes |
| Gonzalez | Blanca Estela | 702 Alameda St. | San Juan |
| Gonzalez | Blanca E. | 702 Alameda St. | San Juan |
| Gonzalez | Israel* | 806 W. Sam Houston | San Juan |
| Gonzalez | Mary D. | 806 W. Sam Houston | San Juan |
| Gonzalez | Corina | 201 Cougar St. | San Juan |
| Guerra | Richard J. | 39830 N. Hwy. 281 | Edinburg |
| Gunter | Christina G. | 321 East Hawk Ave. | Pharr |
| Gutierrez | Yolanda | P.O. Box 1340 | Hidalgo |
| Guzman | Henrietta | 207 E. Jackson Ave | McAllen |
| Henriquez | Yezenia | 107 W. Alice | Harlingen |
| Hernandez | Albert | 3015 Walnut Ave, | McAllen |
| Hernandez | Ofelia T. | 2120 Diaz Ave | McAllen |
| Hernandez | Manuel | 1101 So. 1st | McAllen |
| Hinojosa | Maria Luisa | 807 South Illinois Ave. | Weslaco |
| Hinojosa-Martinez | Junaita | 300 N. Liberty | Weslaco |
| Jackson | Carmen R. | 608 Heron Ave. | McAllen |
| LaVigne | James W. | 2301 N. Abram Rd #536 | Mission |
| Lopez | Maria Elena | 1202 So. 8th Ave. | Edinburg |
| Lopez | Gloria* | 2201 Jeremiah St. | Edinburg |
| Lopez | Francisco D.* | P.O. Box 86 | Hargill |
| Lopez | Juanita | 620 E Fay | Edinburg |
| Lozano | Esmeralda C. | 3501 Audrey Ln. | Edinburg |
| Lozano | Aurora | 1009 Valley View Dr. | Weslaco |
| Lozano | Alicia | 2014 Verdin Ave | McAllen |
| Lozano | Nicholas | 3501 Audrey Ln. | Edinburg |
| Lozano | Esmeralda* | 3501 Audrey Ln. | Edinburg |
| Lozano | | 1041 El Paseo Dr. | Alamo |

HCDP
Election Judge and Clerk
2011-2012
(amendment attached to prior June 2011 list)

| Last Name | First Name | Mailing Address | City |
|---|---|---|---|
| Lozano | Aurora | 1009 Valley View Dr. | Weslaco |
| Luna | Luis C. | 1008 South 3rd St. | Edinburg |
| Luna | Aurora | 1805 Thornton | Mission |
| Luna | Richard | 1805 Thornton | Mission |
| Luna | Luis C. | 1008 South 3rd St. | Edinburg |
| Maldonado | Laura | 305 Colonial Ave. | Donna |
| Maldonado | Jennifer | 305 Colonial Ave. | Donna |
| Maldonado | Laura | 305 Colonial Ave. | Donna |
| Manoharan | Yalini | 1108 S. Peiling St. | McAllen |
| Marler | Janice M. | 1607 Sun Street | Mission |
| Martinez | Susana G. | 2100 Camelia | McAllen |
| Martinez | Sylvia | P.O. Box 394 | Weslaco |
| Martinez | Susana G. | 2100 Camellia | McAllen |
| Martinez | Virginia M. | 2314 Crestview Dr. | Edinburg |
| Mata | Antonia R. | 1607 Savannah Ave. | McAllen |
| McCall | Julio | P.O. Box 4373 | Edinburg |
| Mexicano | Mark | 2313 E. Kantunil Ave | Alton |
| Montemayor | Jose T. | 1419 Perkins Ave. | Mission |
| Montemayor | Herlinda* | 2901 E. Hwy 281 | Hidalgo |
| Montemayor | Olivia | 1217 Monterrey Ln. | Edinburg |
| Montemayor | Maria L. | 1419 Perkins Ave. | Mission |
| Montoya | Hugo A. | P.O. Box 702 | Mission |
| Moreno | Mario J. | 566 Marie Dr. | Donna |
| Moreno | Mario | 566 Marie Dr. | Donna |
| Nichols | Christopher M. | 2018 N. Shary Rd. | Mission |
| Nino | Martha | 2526 Colbath Rd. | McAllen |
| Noyola | Rachel H.* | 2220 Camellia | McAllen |
| Olivarez | Elisa Y. | 4309 Ira Rd. | Mission |
| Olivarez | Oscar E. | 4309 Ira Rd. | Mission |
| Olivarez | John M. | 4203 Rio Grande Ln. | Mission |
| Pena | Eric | | Edinburg |
| Perez | Guadalupe M. | P.O. Box 8022 | Hidalgo |
| Perez | Julian | 1918 N. Monmack | Edinburg |
| Quintanilla | Consuelo | P.O. Box 6249 | McAllen |
| Ramirez | Ramiro Jr. | 3112 W. Chapin Rd. | Edinburg |
| Ramirez | Zoila | 1012 So. 3rd Ave | Edinburg |
| Ramos | Marisol | 1410 Morgan Blvd #405 | Harlingen |
| Rangel | Joe R. | 1301 E. McIntyre | Edinburg |
| Raya | Esmeralda | P.O. Box 3903 | Mission |
| Raya | Esmeralda | 512 Trosper Blvd | Alton |
| Rebeles | Erika E. | 3112 N. Sugar Rd. | Edinburg |
| Rebeles | Erika | 3112 N. Sugar Rd. | Edinburg |
| Reyes | Irma I. | 902 Sunset St. | San Juan |
| Reyes | Irma I. | 902 Sunset St. | San Juan |
| Reyna | Wadhawan M. | 3401 Santa Fe | Mission |
| Reyna | Maria Elva | 1117 Oblate | Mission |
| Riojas | Irene | 1617 Ebony Ave. | McAllen |
| Rivas | Hermila L. | 2213 Royal Palm Drive | Mission |
| Rivera | Garesila* | 813 S. Alton Blvd | Alton |
| Rodriguez | Veronica | 6840 Barnett | Mission |
| Rodriguez | Veronica | 6840 Barnett | Mission |

HCDP
Election Judge and Clerk
2011-2012
(amendment attached to prior June 2011 list)

| Last Name | First Name | Mailing Address | City |
|---|---|---|---|
| Rodriguez | Alejandra* | P.O. Box 2815 | Mission |
| Rodriguez | Oralia C. | 4816 N. 4th St. | McAllen |
| Rodriguez | Salomon Jr. | 4816 N. 4th St. | McAllen |
| Rodriguez | Marina A. | 309 N. 9th St. Apt 418 | Alamo |
| Rodriguez | Elma L.* | 309 N. 9th St. Apt 418 | Alamo |
| Roman | Magdalena | 311 N. Colorado | Weslaco |
| Rosales | Aida | 2800 W. Loop 374 | Palmview |
| Rosales | Aida | 2800 W. Loop 374 | Palmview |
| Rosales | Eusebio | 2800 W. Loop 374 | Palmview |
| Salazar | Maria C. | 201 E. Jackson Ave. | McAllen |
| Salazar | Ramiro E. | 201 E. Jackson Ave. | McAllen |
| Salazar | Christian | 13704 N. Hwy 281 | Edinburg |
| Salazar | Natali | 13704 N. Hwy 281 | Edinburg |
| Salazar | Maria C. | 201 E. Jackson Ave. | McAllen |
| Salazar | Ramiro E. | 201 E. Jackson Ave. | McAllen |
| Saldana | Herminia V. | 2117 Diaz Ave | McAllen |
| Salinas | Arturo Jr. | P.O. Box 369 | Los Ebanos |
| Samudio | Emma R. | 317 N. Liberty | Weslaco |
| Sanchez | Graciela | 114 N. Republic | Weslaco |
| Sanchez | Inocencia | 114 N. Republic | Weslaco |
| Sanchez | Graciela* | 114 N. Republic | Weslaco |
| Sanchez | Jr | 13 Ash St. | Mercedes |
| Sanchez-Juarez | Carol* | 1116 S. Pekins | McAllen |
| Sarmiento | Marlen S.* | 2117 Diaz Ave | McAllen |
| Sauceda | Eliseo | 130 Prosperity Drive | Mercedes |
| Segura | Fernando | 6538 S. 494 | Mission |
| Serna | Joann | 1304 Colosio Ln. | Mission |
| Smith | C. Howdy | 468 Tampico St. | Weslaco |
| Solis | Elida C. | 2009 Cypress Dr. | Edinburg |
| Solo | Julissa | 3035 Scotland Dr. | Edinburg |
| Stephanie | Gower | 1500 N. Sugar Rd. | Pharr |
| Trevino | Teodora | 1401 So. 16th St. | Edinburg |
| Trevino | Thomas N. | 1323 S. 17th Ave | Edinburg |
| Trevino | Teodora | 1401 So. 16th St. | Edinburg |
| Vallejo | Gloria | P.O. Box 3903 | Mission |
| Vallejo | Gloria | 523 W. Kohala Ave | Alton |
| Vasquez | Cecilia | 912 Atlanta St. | Edinburg |
| Vasquez | Sylvia | 912 Atlanta St. | Edinburg |
| Vasquez | Solidad | 208 San Felipe | Edinburg |
| Victorino | Jose M. | 902 Encarnacion Ln. | Pharr |
| Villarreal | Leonardo | 1009 Columbia Dr. | Edinburg |
| Villarreal | Maria I. | 1009 Columbia Dr. | Edinburg |
| York | Beshka | 1134 South Ohio | Mercedes |
| Zapata | Merced A. | 405 W. Esperanza Ave. | McAllen |
| Zapata | Ramiro | 405 W. Esperanza Ave. | McAllen |
| Zapata | Ramiro | 405 W. Esperanza | McAllen |
| Zarate | Basilia S. | 1006 E. Champion St. | Edinburg |
| Zavala | Mark | 300 S. Mile 2 | Edcouch |
| Zavala | Isabel P. | 209 Amistad Lane | Weslaco |
| Zuniga | Thelma | P.O. Box 364 | Elsa |
| Zurita | Angelita B | 2211 Carla Marie Way | Edinburg |

HCDP
Election Judge and Clerk
2011-2012
(amendment attached to prior June 2011 list)

| Last Name | First Name | Mailing Address | City |
|---|---|---|---|
| | Gregoria | 1508 Coconut Palm | San Juan |

# Hidalgo County Republican Party
# 2011 Submission to Commissioners' Court
# Of Republican Election Judges and Alternates

**Presiding Judges**

| | | | | |
|---|---|---|---|---|
| 6. | *Marilyn Sue Junge, 1402 S. Cage Blvd. #359, Pharr* | *H. 782-7848* | | *11/19/45* |
| 8. | *Gerald/Mary Jean Gabbert, 425 Toronto Ave., McA '01* | *H. 682-0480* | | *1/11/38* |
| 24. | *See Page 6* | | | |
| 29. | *Kathleen Manuel, 2103 Carioca, Mission* | *H. 583-1756* | | *10/19/42* |
| 37. | *Esther Garcia, 1121 Whitewing, McAllen* | *H. 630-6320* | *C. 512-787-1481* | *9/8/79* |
| 38. | *Jim Ellif, 1706 Toni Ln., Mission 78572* | *H. 956-224-4129* | | *7/19/49* |
| 54. | *Martha Carpenter, 1901 Freddy Gonzalez, McAllen '04* | *H. 383-5780* | | *8/20/37* |
| 60. | *Beverly Elliott, 101 E. Souix Rd. #1030, Pharr 78577* | *H. 781-3844* | | *1/1/34* |
| 62 | *Joseph Califa, 329 W. Dove, McAllen 78504* | *C/ 867-1978* | | *3/28/52* |
| 63. | *Phil H. Crum, 2223 Red River Dr., Mission 78572* | *H. 519-0299* | | *10/27/40* |
| 67. | *Mary Hickman, 2121 Daffodil, McAllen 78501* | *H. 682-3330* | | *3/5/34* |
| 71. | *Lorraine Owens, 104 Chaparral Dr., Weslaco.* | *H.. 968-4901* | *C. 975-1082* | *7/4/58* |
| 72. | *Maria Luisa Cavazos 6709 N 22nd Mcallen 78501* | *H.661-0072* | *C. 467-8432* | *12/2/47* |
| 73. | *Ann Greenfield, 217 E. Lark, McAllen 78504* | *H. 630-5166* | *C. 493-5166* | *2/18/55* |
| 74. | *Robert L. Ringler, 3901 Ellis Dr., McAllen 78504* | *H. 380-3147* | | *2/2/43* |
| 76. | *See Page 6* | | | |
| 81. | *Nicholas Novak, 4800 N. Bentsen Rd, McAllen 78504* | *H. 631-3782* | | *4/25/43* |
| 83. | *Stephine Lacey, 3102 Granite Ln., Mission 78574* | *H. 583-9445* | | *4/28/67* |
| 84. | *Becky Hanshaw, 4324 N. Taylor Rd., McA '74* | *H. 682-6204* | *C. 605-6223* | *6/19/53* |
| 96. | *Janet Roten, 6508 N. 17th St., McAllen 78504* | *H. 687-8346* | *C. 648-6084* | *11/25/58* |
| 101. | Charles W. Hart, 3509 N. Shary Rd., Mission 78572 | H. 580-3900 | | *3/1/51* |
| 102 | *William A. Smith, 400 Saturn, Mission 78572* | *H. 584-1691* | | *1930* |
| 103. | *Clark Spikes, 1708 Doherty, Mission 78572* | *H. 585-4036* | *C. 821-2703* | *6/16/34* |
| 105. | *Janice McConaha, 505 Steamboat Dr., Edb.* | *H. 380-4356* | *C. 417-459-5113* | *4/11/42* |
| 106 | *Cynthia D. Bebon, 102 Ash Cir., Edinburg* | *C. 720-9456* | | *6/16/51* |
| 114. | *Dianne Silva, 913 W. 7th St., Weslaco 78596* | *H. 968-7190* | *C. 472-3500* | *7/29/50* |
| 118. | *See Page 6* | | | |
| 121 | *Ella Mae Longpre, 2712 S. International Blvd. #382, Weslaco* | *H. 968-4423* | | *3/9/42* |
| 124. | *Lawrence Schneideer, 113 E. Jonquil Ave., McAllen 78501* | *H. 664-1821* | | *1/8/38* |
| 125. | *Melissa Beall, 7104 N. 44th St., Msn 78574* | *C. 369-1389* | | *9/8/63* |
| 126. | *George Jumbeck, ACC #152, 430 Rexine Dr., Alamo* | *H. 783-6722* | | *1/11/33* |
| 129. | *See Page 6* | | | |
| 130. | *John Webb, 1346 N. Cesar Chavez Rd. #1029, Alamo 78516* | *C. 358-2500* | | *7/20/34* |
| 132. | *See Page 6* | | | |
| 133. ? | *Jose Garcia, 119 Templo Dorado, Mission* | *H. 580-4642* | *C. 467-9326* | *7/7/57* |
| 134 | *Michelle Merwin, 1520 Ulex Ave., McAllen '04* | *H. 631-3529* | *C. 929-1288* | *5/20/51* |



Nov. 13 2006 04:25PM P1
FAX NO. :
FROM :

*135* ***See Page 6***
*143.* ***I don't have a Poll List for Precinct 143***

**Alternate Judges**

| | | | | |
|---|---|---|---|---|
| 1. | Vickie Lyle, 11257 Mi. 2 East, Mercedes | H. 514-0111 | C. 246-1043 | 11/3/59 |
| 2 | Mary A Thompson, 2823 Pleasant View Dr., Wes. | H. 968-7056 | C. 463-8376 | 5/16/42 |
| 3 | *Felipa/Greg Gutierrez, P.O. Box 180, Donna* | *H. 464-2497* | *C. 472-1896* | *2/5/47* |
| 4. | Carol Crosby, 645 The Grove #7, San Juan 78589 | H. 787-1361 | | 4/11/33 |
| 5. | See Page 6 | | | |
| 6. | See Page 1 | | | |
| 7. | See Page 6 | | | |
| 8. | See Page 1 | | | |
| 9. | Pat / Jack Clark, 1240 E. Business Hwy 83, #114, Msn | C. 369-8249 / 8519 | | 3/19/44 |
| 11. | No one found | | | |
| 12. | No one found | | | |
| 13. | Mary Ann Rios, 2634 Easy Street, Edinburg 78539 | H. 686-7931 | | 11/12/39 |
| 14. | Katherine Meinen. 1701 Plum, Edinburg 78539 | H. 383-2223 | | 11/29/35 |
| 15. | *See Page 6* | | | |
| *16* | *Rebecca Johnston, P.O. Box 1271, Elsa 78543* | *C. 647-1767* | | *10/2/46* |
| *17.* | *Ricardo Hinojosa, P.O. Box 175, Edcouch 78538* | *H. 262-2631* | *C. 457-0257* | *2/8/43* |
| 18. | No one found | | | |
| 19. | See Page 6 | | | |
| *20.* | *Amalia (Molly) Garcia, P.O. Box 98, Hidalgo 78557* | *H. 310-5224* | | *4/15/45* |
| 21. | See Page 6 | | | |
| 22. | Rachel Kerr, 715 N. Westgate #87, Weslaco 78596 | H. 973-1708 | | 9/12/53 |
| 23. | *Jacinta Ponce, 312 N. 7th St, Donna 78537* | *C. 351-1555* | | *8/16/40* |
| 24. | See Page 6 | | | |
| 25. | David L. Schmoeller, 301 E. Halls Acres, Pharr | H. 702-1999 | C. 217-851/999 | *2/17/41* |
| 26. | See Page 7 | | | |
| 27 | See Page 7 | | | |
| 28. | | | | |
| 29. | See Page 1 | | | |
| 30. | See Page 7 | | | |
| 31 | Richard/Rose Decot, 3425 Club House Rd., Edb | H.318-0774 | C.6 14-377-0326 | 2/29/37 |
| 32. | See Page 7 | | | |
| 33. | *Mary Tamez, P.O. Box 1018, Elsa 78543* | *H. 756-7256* | | *9/15/56* |
| 34 | Sandra Cortinas, 1507 Kerria, McAllen 78501 | 687-5127 | | 9/10/49 |
| 35 | *Nelson Perdomo, 520 W. Rosemary, Pharr* | *H. 781-2388* | *C. 358-8875* | *8/19/55* |
| *36* | *Lisa de los Sanatos, 1222 S. Gumwood, Pharr* | *H. 782-4499* | *C. 207-7525* | *5/22/77* |
| 37. | See Page 1 | | | |
| 38. | See Page 1 | | | |
| 39 | *Cruz Quintana, 207 Santa Fe, San Juan, 78589* | *C. 784-2179* | | *2/21/58* |



Nov. 13 2006 04:26AM P2
FAX NO. :
FROM :

| | | | | |
|---|---|---|---|---|
| 40. | See Page 7 | | | |
| 41. | See Page 7 | | | |
| 42 | See Page 7 | | | |
| 43 | See Page 7 | | | |
| 44 | See Page 7 | | | |
| *45* | *Juan Alvarado, 602 N. 11th St., Donna* | *H. 464-5389* | *C. 792-7766* | *11/2/47* |
| *46.* | *Maria Gutierrez, 104 Taylor, Mercedes 78570* | | *H. 565-4492* | *4/6/67* |
| 47. | *Roberto Michelena, 5121 W. Bus. Hwy 83, McA 78503* | | *H. 631-2465* | *1/15/60* |
| | *(Works for DPS - depends upon work schedule)* | | | |
| 48. | Allan Hohmann, 1600 N. 23rd St, McAllen 78501 | | C. 956-778-7237 | 9/7/57 |
| 49 | *Paul Coronado P.O. Box 5276, McAllen 78501* | | *C. 207-1451* | *3/15/76.* |
| 50. | See Page 7 | | | |
| 51. | See Page 7 | | | |
| 52. | Deborah Fischer, 1015 W. Ebony, Edinburg | H. 318-1686 | C. 533-6353 | 7/25/59 |
| 53. | *Keith B. Anderson, 214 Marisa Cir., Edinburg* | *H. 3880-3592* | *O. 78703543* | *2/8/44* |
| 54. | See Page 1 | | | |
| 55 | Felix Gomez, 2111 Benitez St., Donna 78537 | | C. 588-5182 | 1/9/51 |
| 56. | Tom Shidler, 810 S. Illinoi Ave, Weslaco 78596 | | C. 496-3359 | 9/25/57 |
| 57. | See Page 7 | | | |
| *58* | *Ralph Torres, 1304 Lantana, Weslaco 78596* | | *C. 351-8740* | *10/25/58* |
| 59. | See Page 7 | | | |
| 60. | See Pagee 1 | | | |
| 61. | *Enrique Expinosa, P.O. Box 3404, McAllen 78502* | | *H. 702-7462* | *7/6/53* |
| 62. | See Page 1 | | | |
| 63. | See Page 1 | | | |
| *65* | *Hugo A. Montoya, P.O. Box 702, Mission 78573* | | *C. 776-7118* | *8/3/62.* |
| 65 | Corel Robinson III, 506 Cardinal, McAllen 78504 | | H. 686-4100 | 8/19/43 |
| 66. | See Page 7 | | | |
| 67. | See Page 1 | | | |
| 68 | Bernard L. McKinnon, 35100 Lazy Palm Dr., Edb 78541 | | H. 318-0594 | 8/20/34 |
| 69. | Vitalio Zuniga, 4728 E. Davis, Edinburg 78539 | | H. 383-1991 | 10/1/52 |
| 70 | See Page 8 | | | |
| 71. | See Page 1 | | | |
| 72. | See Page 1 | | | |
| 73 | See Page 8 | | | |
| 74. | See Page 1 | | | |
| 75. | See Page 8 | | | |
| 76. | See Page 6 | | | |
| 77. | See Page 8 | | | |
| 78 | Jack W. Cotterman, 700 N. Bentsen Dr. #187, Palmview | | H. 583*6594 | 10/24/42 |
| 79 | See Page 8 | | | |
| 80 | No Precinct | | | |
| 81. | See Page 1 | | | |
| 82. | No Precinct | | | |



Nov. 13 2006 04:26AM P3
FAX NO. :
FROM :

83. See Page 1
84. See Page 1
85. See Page 8
86. No Precinct
87 ? Rebecca Pearl, 732 El Dora Rd., Donna 78537 H. 461-5534 4/25/69
88. Wyman Cleo Pylant, 1115 S. Maryland St., Alton 78574 H. 585-9966 4/24/39
89. See Page 8
90. See Page 8
91 Lenore Ortiz, 1538 S. Alamo Rd #1, Alamo 78516 H. 781-8356 10/25/86
92 Jason Lyle, 15146 Campacous, Mercedes 78570 C. 472-3686 3/25/87
93. No Precinct
94. See Page 8
95. See Page 8
96. See Page 1
97 Dottie Egger, 2909 N. 43rd St., McAllen 78504 H. 687-9530 C. 821-9452 3/22/36
98. Edna Farias, 2013 Thornton Ave., Mission 78572 C. 309-5409 9/21/61
99. Bernardo Flores, 1910 Azalea St., Mission 78573 C. 222-0120 1/23/56
100. See Page 8
101. See Page 1
102. See Page 1
103 See Page 1
104. See Page 8
105. See Page 1
106. See Page 6
107. Charlene Kuperel, 1121 El Recreo Cir. #B, Edb. C. 956-639-3201 2/9/54
( April is too soon for an exact answer - wants to be on the Early Voting Ballot Board)
108. See Page 8
109 Ingrid C. Duff, 1519 N. Jackson Rd, Edinburg H. 380-1613 C. 534-6379 7/21/66
110. See Page 8
111.
112. See Page 8
113. Armador/Nancy Leal, 1001 Valley View Dr., Weslaco H. 968-5701 8/31/42
114. See Page 1
115 See Page 6
116 *Gloria Victorino, 902 Encarnacion, Pharr 78577 H. 781-0397 C. 239-4171 11/11/45*
*117. None Found*
118. See Page 5
119. *Marisa Gonzalez, 3239 E. Mi. 15 ½ B, Edinburg 78542 C. 292-5857 12/2/57*
120
121. See Page
122. See Page 9



Nov. 13 2006 04:27PM P4
FAX NO. :
FROM :

123. Mary Lou Stewart, 939 W. Fannin St., Alamo C. 223-9103 H. 979-705-5438 1/28/55
124. See Page 1
125. See Page 1
126. See Page 1
127. Fred Goerna, 717 E. Acacia, (P.O. Box 1045), Alamo 78516 H. 787-2664 3/17/34
128. Judy Adame, 3805 W. Hwy 83, Mission 78572 H. 580-2522 12/15/38
129. See Page 6
130. John Webb, 1346 N. Cesar Chavez Rd. #1028, Alamo C. 358-2500 7/20/34
131 See Page 9
132. See Page 6
133. See Page 6
134. See Page 1
135. See Page 6
136. Hugh Hawkins II, 600 U-V Ave., McAllen 78501 H. 6877-4941 5/2/48
137.
138.
139. Peggy Jane Owens, 309 N. 11th St, McAllen 78501 H. 686-1496 10/3/45
140.
141.
142. See Page 9
143. See Page 6
144.



Nov. 13 2006 04:27AM P5 FAX NO. : FROM :

**LIST OF PEOPLE WILLING TO WORK AT A DIFFERENT PRECINCT**
**CONTACTED AND AGREED UNLESS OTHERWISE NOTED**

**Presiding Judges**

| | | | | |
|---|---|---|---|---|
| 21 | **Ralph Torres, 1304 Lantana, Weslaco** | | **C. 351=8740** | **10/25/68** |
| 24 | **Ian Bowen, 2101 Callililly, Donna 78537** | **H. 464-2915** | **C. 472-7900** | **2/10/76** |
| 76 | **Bruce Gallagher, 1901 Glassock Rd, #111, Mission** | | | **12/6/42** |
| 118 | **Gene/Luilla Lusty, 640 The Grove #9, San Juan 78589** | | **H. 781-9225** | **9,27 & 30** |
| 129 | **George Carpenter, 1901 Freddy Gonzalez, McA** | **H. 383-5780** | **C. 393-8775** | **5/12/35** |
| 132 | **Joann Wilson, 2301 N. Abram Rd. #587, Mission (50)** | | **C. 358-2454** | **11/28/32** |
| 135 | **Monika M. Hawkins, 600 U-V Ave., McAllen '01 (136)** | | **H. 687-4941** | **10/14/47** |
| 143 | **No Poll List** | | | |

**Alternate Judges**

| | | | | |
|---|---|---|---|---|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |
| 7. | Marian Della Maggiora, 205 Shasta Ave, McA '04 | H. 687-6257 | C. 330-1474 | 2/21/47 |
| 8 | | | | |
| 9. | Jack/Pat Clark, 1240 E. Business Hwy 83 #114, Mission (102) | | C. 369-8519 | 11/26/35 |
| 10. | Jeanne Marie Smith, 400 Saturn, Mission 78572 (102) | | H. 584-1691 | 1933 |
| 11. | | | | |
| 12. | | | | |
| 13. | | | | |
| 14. | | | | |
| 15. | Penny Bradley, 8719 Charles Green Rd., Edcouch 78538 | | H. 262-3145 | 11/27/67 |
| 16 | *Rebecca Johnston, P.O. Box 1271, Elsa 78543* | | *C. 647-1767* | *10/2/46* |
| 17. | See Page 2 | | | |
| 18. ? | Martin A. Ortman, Rt. 5, Box 112-B, Edinburg | | H. 316-0529 | 1/24/34 |
| 19. | Richard/Dixie Backman, 35100 Lazy Palm Dr., Edb | H. 3803235 | C. 279-7432 | 8/5/27 |
| 20. | | | | |
| *21* | *Estela Casteneda, P.O. Box 223, Weslaco 78599* | | *H. 968-0043* | *11/29/50* |
| 22. | | | | |
| 23. | | | | |
| 24. | | | | |
| 25. | | | | |
| 26. | Alan Wright, P.O. Box 1111, Mission 785723 | | C. 607-6853 | 2/24/28 |
| 27. | Nancy Marot, 519 Venus, Mission (102) | | H. 585-8171 | 3/19/33 |
| 28 | | | | |
| 29 | | | | |



NOV. 13 2006 04:27AM P6
FAX NO. :
FROM :

| | | | | |
|---|---|---|---|---|
| 30. | Chuck/Lou Stewart, P.O. Box 3598, McAllen 78502 (31) | H. 279-4700 | | 5/30/49 |
| 31 | | | | |
| 32. | Catherine Lyle, 11257 Mi. 2, Mercedes 78570 | H. 514-0111 | | 1/23/91 |
| 33. | | | | |
| 34. | | | | |
| 35. | | | | |
| 36. | | | | |
| 37. | | | | |
| 38 | | | | |
| 39. | | | | |
| 40. R | Tim McAllister, 914 S. Illinois, Weslaco 78596 (111) | C. 369-4883 | | 3/31/71 |
| 41. R | James Lyle, Rt. 4, Box 156-E, Mercedes 78570 (32) | H. 514-0111 | | 4/25/89 |
| 42. | *Pablo Casteneda, Jr., P.O. Box 223, Weslaco 78596* | *H. 968-0043* | | *10/27/48* |
| 43. | *Gilberto Villarreal, P.O. Box 8705, Alamo 78516* | *C. 475-1658* | | *12/9/53* |
| 44. | Shirley Kasper, 1345 Cesar Chavez #1201, Alamo | H. 782-6156 | C. 960-3068 | 2/26/40 |
| 45 | | | | |
| 46. | | | | |
| 47. | | | | |
| 48. | | | | |
| 49. | | | | |
| 50. | | | | |
| 51. | Joe A. Roberts, 2209 Fairway Ct., Mission | H. 583-2852 | | 4/08/40 |
| 52. | | | | |
| 53. | | | | |
| 54. | | | | |
| 55. | | | | |
| 56. | | | | |
| 57. | Genevieve Meadows, 99 Lakeview Dr, Mercedes | H. 565-4047 | C. 532-9277 | 7/5/33 |
| 58. | Estela Casteneda, P.O. Box 223, Weslaco 78599 | H. 968-0043 | | 11/29/50 |
| 59. | Debra Lynn Vallescas, 709 Alameda St., San Juan | H. 781-5676 | | 8/22/62 |
| 60. | | | | |
| 61. | | | | |
| 62. | | | | |
| 63. | | | | |
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| 65 | | | | |
| 66. | Maggie McAfee, 4101 Harvey Ave., McAllen 78504 | H. 683-9249 | | 9/26/35 |
| 67. | | | | |
| 68. | | | | |
| 69 | | | | |
| 70. | | | | |
| 71 | | | | |
| 72 | | | | |



Nov. 13 2006 04:28PM P7
FAX NO. :
FROM :

Shirley Webb, 1346 N. Cesar Chavez Rd. #1028, Alamo C. 358-2196 6/19/37

Rudy Johnston, P.O. Box 1271, Elsa 78543 C. 647-1767 8/15/72

Samuel Lyle, 11257 Mi. 2 East, Mercedes 78570 H. 514-0111 12/18/87

Evelyn Johnson, 11917 Acosta Cir., Mission 78574 H. 581-8018 4/2/29
Margo Johnston, P.O. Box 1271, Elsa 78543 5/14/69

Luis Adame, 3805 W. Hwy 83, Mission 78572 H. 580-2522 6/21/57
Enrique Morales, 1216 Xanthisma, McA '04 H/ 992-9660 C/ 451-8234 10/9/46

Larry/Charlott Woodard, 7502 Bogey Dr, Msn. H.584-9073 C. 816-805-2005 8/5/40

William Tehan, 1607 E. Gastel Circle, Mission 78572, 605-3362 (Early vote also)
*Pete Salinas, 105 N. First St., (Gilbert Villarreaal' #s # C. 239-3608 6/29/53*

Frankie Hawk, 31009 Anacua Cir, Edinburg H. 289-1102 C. 587-1176 1/20/36

Juanita Lookingbill,P.O. Box 2294 Edinburg 78540 (53) H. 383-5117. 12/21/44

Samuel Owens, 104 Chaparral Dr., Weslaco 78596 H. 968-4901 12/27/83

Twila Bradford, 417 N. Sugar Rd, Pharr 78577 H. 781-5133 C. 702-4550 11/8/57



Nov. 13 2006 04:28PM P8
FAX NO. :
FROM :

118.
119.
120.
121.
122. Irasema Almazon, 2621 Gardenia, Pharr 78577 (Pct. 6) C. 227-0172 1/26/89
123.
124.
125.
126.
127.
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129.
130.
131.
132.
133. Don Norby, 7305 Bogey Dr., Mission 78572 H. 583-6976 7/4/35
*134.*
135.
136.
137
138.
139. Marian Della Maggiora, 205 Shasta, McA 78504 H. 687-6257 C. 330-1474 2/21/47
140.
141. *Gloria Victorino, 902 Encarnacion, Pharr H. 781-0367 C. 239-4171 11/11/45*
142. Glenn Elliott, 101 E. Sioux Rd. #1030 Parr 78577 (60) H. 781-3844 12/4/29
143. Hylda Asomoso, 2908 *N. 9th ST., McAllen 78504* *H. 687-4678* *10/6/47*
144



Nov. 13 2006 04:28AM P9
FAX NO. :
FROM :

**AI-28131** **14. B.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted By:** Amanda Valdez, ELECTIONS DEPT.

**Department:** ELECTIONS DEPT.

## Information

### CAPTION

Approval of Contract for Lease Election Services between Hidalgo County and Pharr-San Juan-Alamo Independent School District for their special election to be held on August 27, 2011.

### BACKGROUND

Two (2) originals of Contract for Lease Election Services

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:**

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

### BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbusement basis to Elections Department).

## Attachments

lease

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/17/2011 03:03 PM |
| Dale Kennan | Dale Kennan | 08/18/2011 10:08 AM |
| Auditor's Office | Arcilia Duran | 08/18/2011 11:29 AM |
| Purchasing Department | Marty Salazar | 08/18/2011 03:05 PM |

Form Started By: Amanda Valdez Started On: 08/17/2011 02:49 PM

Final Approval Date: 08/18/2011

THE STATE OF TEXAS §
§ CONTRACT FOR LEASE ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called a special election to be held on August 27, 2011.

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract that sets out respective responsibilities and certain election services; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its special election to be held on August 27, 2011, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Provide Voter Registration List(s) in CD Format to be used for mail-in-ballots, as provided by Hidalgo County Voter Registration pursuant to the request by THE ENTITY; and

(C) Provide PDF CD file for Election Day Poll Book(s);

(D) Provide information for election officers;

## ARTICLE III
## SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

## ARTICLE IV
## SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by THE ENTITY, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, printing or providing election day poll book(s), or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of THE ENTITY'S election records.

## ARTICLE V
## TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

## ARTICLE VI
## COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition questions;
C. A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition answers;
D. Cost of creating election media, such as, but not limited to Personal Electronic

Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.; and

E. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic.

F. Third Party charge for delivery and pick-up fee for Ivotronics for Early Voting and Election Day to include fuel charge;

G. Fee for Voter Registration List(s) in CD format;

H. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 PDF CD file charge of $17.50 per CD to be used for self-printing of poll book(s) for election day by Entity;

6.03 If optional supplies and/or services are requested by THE ENTITY, fees will be charged in accordance with third party vendors or county fees; and

6.04 Billing:

A. The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. the ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections.

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

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Dr. Daniel King
Superintendent of Schools

PSJA ISD
P.O. Box 769
Pharr, TX 78577

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 16th day of August, 2011

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

PSJA ISD
ENTITY

BY: _____

PRINT: DR. DANIEL KING

TITLE: SUPERINTENDENT

ATTEST

BY: _____

PRINT: Gloria Ramirez

TITLE: Secretary

# 2011 Hidalgo County Elections
# Leasing Estimate Calculator
# PSJA ISD

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

| ELECTION: Tax Ratification | DATE: August 27, 2011 |
|---|---|

| | 6.01 Programming Services for iVotronic | Price | Quantity | Total |
|---|---|---|---|---|
| A | Base Charge: Ballot Programming | $150.00 | 1 | $150.00 |
| A | Additional Ballot Style(s) | $25.00 | 1 | $25.00 |
| A | Request Change on Programmed Ballot | $10.00 | 0 | $0.00 |
| B | Audio Files (Per Contest/Office/Proposition/Question File) | $10.00 | 1 | $10.00 |
| C | Audio Files (Per Candidate/Answer) | $10.00 | 2 | $20.00 |
| D | Election Media per Polling Location(s) | $100.00 | 9 | $900.00 |
| E | iVotronic Voting Machine(s) | $150.00 | 9 | $1,350.00 |
| F | ADA iVotronic Voting Machine(s) | $150.00 | 9 | $1,350.00 |
| G | Delivery/Pick-up Fee | $400.00 | 1 | $400.00 |
| H | Voter Registration List(s) (CD Format) for Mail-In-Ballot(s) Request | $17.50 | 1 | $17.50 |
| | | | Total iVotronic Programming Charges | $4,222.50 |

| 6.02 Early Voting Electronic Poll Book (VoteSafe) | Price | Quantity | Total |
|---|---|---|---|
| Voter Registration Database (Per Day) | $100.00 | 0 | $0.00 |
| Laptop Rental | $0.00 | 0 | $0.00 |
| Dymo Printer Rental | $4.35 | 0 | $0.00 |
| Printer Labels (per vote) | $0.03 | 0 | $0.00 |
| Username/Password - Per Polling Location | $20.00 | 0 | $0.00 |
| | | Total Electronic Poll Book Charges | $0.00 |

| 6.03 Poll Book | Price | Quantity | Total |
|---|---|---|---|
| PDF CD File | $17.50 | 1 | $17.50 |
| | | Total Poll Book Charges | $17.50 |

| 6.04 Training | Price | Quantity | Total |
|---|---|---|---|
| iVotronic scheduled trainings (per person, per hour) | $0.00 | 1 | $0.00 |
| On-site non-scheduled iVotronic training (2 Trainers) | $100.00 | 0 | $0.00 |
| | | Total Training Charges | $0.00 |

| 6.05 Supplies | Price | Quantity | Total |
|---|---|---|---|
| Provisional Bag(s) | $2.00 | 0 | $0.00 |
| Small Ballot Box(es) | $5.00 | 0 | $0.00 |
| Large Ballot Box(es) | $10.00 | 0 | $0.00 |
| Seals (10 per Pack) | $1.79 | 0 | $0.00 |
| Combination Forms (10 per Pack) | $2.00 | 0 | $0.00 |
| Table Top Booth(s) (For Provisional Voting) | $2.00 | 0 | $0.00 |
| Polling Location Map(s) | $17.00 | 0 | $0.00 |
| | | Total Supplies Charges | $0.00 |

| 6.06 | |
|---|---|
| Subtotal | $4,240.00 |
| Administrative Fees (10%) | $424.00 |
| ESTIMATE GRAND TOTAL | $4,664.00 |

NOTE: Not all supplies are inclusive

**AI-28059** **15. A.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

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

**Department:** HEAD START

## Information

**CAPTION**

1. Requesting Exemption from Competitive Bidding under the Texas Local Government Code 262.024(a)(4) for Professional Educational Services to Provide Training/Staff Development to Executive Team Members to Improve Management/Communication Skills
2. Authority to Negotiate a Contract for Professional Educational Services with Ann Awalt to Provide Training/Staff Development to Executive Team Members to Improve Management/Communication Skills

**BACKGROUND**

Policy Council Approval: 08.17.11

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

No fiscal impact to the county

## Attachments

Ann Awalt Contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/15/2011 03:48 PM |
| Dale Kennan | Dale Kennan | 08/17/2011 11:17 AM |
| Auditor's Office | Arcilia Duran | 08/17/2011 02:36 PM |
| Purchasing Department | Marty Salazar | 08/17/2011 03:12 PM |

Form Started By: Linda Galaviz Started On: 08/12/2011 11:58 AM

Final Approval Date: 08/17/2011

# Hidalgo County Head Start Program
# Policy Council Agenda Request

**DATE:** August 17, 2011

**SUBJECT:** 1. Requesting Exemption from Competitive Bidding Under the Texas Local Government Code 262.024 (a)(4) for Professional Educational Services to Provide Training/Staff Development to Executive Team Members to Improve Management/ Communication Skills

2. Authority to Negotiate a Contract for Professional Educational Services with Ann Awalt to Provide Training/Staff Development to Executive Team Members to improve management/Communication Skills.

**RATIONALE/NEED:** This training will enhance staff's skills in management and communication.

**RECOMMENDATION:** Administration recommends approval.

**COST:** N/A

**RELATED INFORMATION INCLUDED:** Contract for Professional Services

* * * *

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

# CONTRACT FOR CONSULTING SERVICES
## C-11-007-08-23

THIS AGREEMENT (The "Agreement") is made effective the _____ _____, 2011 by and between **HIDALGO COUNTY HEAD START PROGRAM,** (hereinafter "the Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____ (hereinafter" Consultant") to serve at the pleasure of the Hidalgo County Head Start Program.

W I T N E S S E T H:

WHEREAS, Program desires to contract with a Consultant to provide the services necessary to the Program that are more specifically set forth hereinafter; and

WHEREAS, Consultant has agreed to provide the services enumerated hereinafter to Hidalgo County Head Start Program.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Program and Consultant agree as follows:

DRAFT

1. Consultant agrees to provide the Program the consulting services required by Head Start Program in connection **"To Improve Management and Communication Skills".** ("services"). Pursuant to Article 262.024 of the Texas Local Government Code, the Program exempted the service of the Consultant from Section 262.023 of the Local Government Code, to assist the Program in providing consulting services to the Plan. The services include, but are not limited to, the items listed on Appendix A, which is attached and made a part of this Agreement.

2. As consideration for the services of Consultant described herein, Program Agrees to pay Consultant the fees as outlined in Appendix B, which is attached, to and made a part of this Agreement.

3. Consultant must comply with all applicable Program policies. Notwithstanding the foregoing sentence, Consultant represents and maintains that it is an independent consultant and is not an employee of the Program or any agency thereof, and represents and warrants that Consultant does not desire or request any fringe benefits provided to employees of the Program.

DRAFT

Consultant agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

4. Any contract award to Consultant will be in effect until (a) the Agreement expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by Program without cause on thirty (30 days) written notice prior to cancellation.

5. Consultant may not assign the obligations or rights under this Agreement to any person without the prior written consent of the Program.

6. Consultant agrees to comply with the Title VI of the Civil Rights Act of 1964. The term of this Agreement will be effective as of _____, 2011, and expires _____, 2011.

7. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be sent personally against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the

DRAFT

addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith.

| | |
|---|---|
| If to Program: | Hidalgo County Head Start Program<br>Attn: Teresa Flores<br>P.O. BOX 0117<br>Edinburg, Texas 78540 |
| If to Consultant: | _____<br>_____<br>_____ |

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time at it is deposited in the United States mail.

8. Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial

DRAFT

regulation, order or decree, or amendment hereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

10. Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Program and Consultant and not otherwise.

11. Texas Law to Apply. This Contract shall be construed under and in Accordance with the laws of the State of Texas, and all obligations of the

DRAFT

parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

12. Additional Documents. The parties hereto covenant and agree that they will execute such other further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

13. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrator, legal representatives, successors, and assigns where permitted by this Agreement.

14. Assignment. This Agreement shall not be assignable; provided, however, that Consultant may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Consultant is not excused from and/or does not delegate its duties hereunder.

15. Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning

DRAFT

or interpretation of any provision or paragraph hereof.

16. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

17. Authority to Execute. The execution and performance of this Contract by Program and Consultant have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes and valid and enforceable obligations of Program and Consultant in accordance with its terms.

18. Ethical Provision. It is understood that the employee of Program or individuals acting as agents for Program are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Agreement. Consultant warrants that no employee or agent of the Program has been retained to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any employee of

DRAFT

Program any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Agreement, or as an inducement for entering into this Agreement. The unauthorized offering or receipt of such payments may result in the immediate termination of this Agreement.

19. Commitment of Current Revenues Only. In the event that, during any term hereof, the Head Start Program does not appropriate sufficient funds to meet the obligations of the Program under this Agreement, Program may terminate this Agreement upon thirty (30) days written notice to Consultant. Program, agrees however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Program pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

20. Indemnity and Hold Harmless. Consultant agrees to indemnify and hold Program harmless from any loss, costs, liabilities or damages which are

DRAFT

incurred by Program which are primarily attributable to the acts or omissions of Consultant or the acts or omissions of Consultant's employees, agents or other representatives, including the violation of any law or regulation related to Consultant's duties under this Agreement.

To the extent permitted by applicable law, Program agrees to indemnify and hold Consultant harmless from any loss, costs, liabilities or damages which are incurred by Consultant which are primarily attributable to the acts or omissions of Program or the acts or omissions of Program employees, agents or other representatives, including the violation of any law or regulation related to Program's duties under this Agreement.

21. Representation and Warranties. In the event any representation or warranty of Consultant hereunder is or becomes incorrect or untrue, Consultant agrees to promptly notify Program thereof, in which event Program may, in its sole discretion, elect to terminate this Agreement, for cause. Consultant acknowledges and agrees that Program has relied and continues to rely upon the representations and warranties of Consultant as herein contained.

DRAFT

EXECUTED and effective as of the_____ day and _____, 2011 first written above.

APPROVED BY COMMISSIONERS COURT ON: _____

Consultant:

_____

BY:_____
(Consultant Name)

BY:_____
(Print Name)

BY:_____
(Title )

BY:_____
Ramon Garcia, County Judge

BY:_____
Teresa Flores, Executive Director

BY:_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FROM:
OXFORD & GONZALEZ

BY: _____
Ricardo Gonzalez

APPROVED AS TO FROM
ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

DRAFT

# APPENDIX "A"

The Services include, but are not limited to, the items listed below;

This seven-hour program will improve the ability of individuals to work together and collaborate effectively---with one another and with others.

This program will give participants an understanding of concepts related to teamwork and collaboration and will apply the concepts to the unique composition and responsibilities of the Hidalgo County Head Start Program's Management Team.

During the program, participants will work together to: (1) identify the strengths and weaknesses of their teamwork and collaboration; (2) perform teamwork exercises and "real" work while using new skills and behaviors; and (3) develop a Leadership Group Action Plan to build on strengths, minimize weaknesses and maintain continuous improvement.

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# APPENDIX "B"
# CONSULTANT FEE

Program agrees to pay a professional consultant fee in the amount of

_____

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**AI-28099** **15. B.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

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

**Department:** HEAD START

## Information

### CAPTION

Oral Report on Visit by Fred Huerta, Program Specialist, Department of Health and Human Services, Regional Office in Dallas

### BACKGROUND

Policy Council Approval: 08.17.11

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/17/2011 04:40 PM |
| Dale Kennan | Dale Kennan | 08/18/2011 08:30 AM |
| Auditor's Office | Arcilia Duran | 08/18/2011 10:54 AM |
| Purchasing Department | Marty Salazar | 08/18/2011 03:04 PM |

Form Started By: Linda Galaviz Started On: 08/17/2011 09:03 AM

Final Approval Date: 08/18/2011

**AI-28060** **15. C.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

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

**Department:** HEAD START

## Information

**CAPTION**

1. Requesting Exemption from Competitive Bidding under the Texas Local Government Code 262.024(a)(4) for Professional Educational Services to Provide Mandatory Training/Staff Development to Policy Council and Grantee Board

2. Authority to Negotiate a Contract for Professional Services with Mr. Jose Salinas to Provide Training/Staff Development to Policy Council and Commissioners' Court (Grantee Board)

**BACKGROUND**

Policy Council Approval: 08.17.11

## Attachments

Jose Salinas Contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/15/2011 03:49 PM |
| Dale Kennan | Dale Kennan | 08/17/2011 11:23 AM |
| Auditor's Office | Arcilia Duran | 08/17/2011 02:37 PM |
| Purchasing Department | Marty Salazar | 08/17/2011 03:11 PM |

Form Started By: Linda Galaviz Started On: 08/12/2011 12:03 PM

Final Approval Date: 08/17/2011

# Hidalgo County Head Start Program
# Policy Council Agenda Request

**DATE:** August 17, 2011

**SUBJECT:** 1. Requesting Exemption from Competitive Bidding Under the Texas Local Government Code 262.024 (a)(4) for Professional Educational Services to Provide Training/Staff Development to Policy Council/ Grantee Board

2. Authority to Negotiate a Contract for Professional Services with Mr. Jose Salinas to Provide Training/Staff Development to Policy Council/ Grantee Board.

**RATIONALE/NEED:** Governance Training for the Policy Council and Grantee Board. Two (2) days of training are scheduled each year after the Policy Council has been elected or appointed. This is a Head Start Performance Standards requirement. Mr. Salinas will provide two (2) days of training.

**RECOMMENDATION:** Administration recommends approval.

**COST:** N/A

**RELATED INFORMATION INCLUDED:** Contract for Professional Services

* * * *

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

# CONTRACT FOR CONSULTING SERVICES
## C-11-008-08-23

THIS AGREEMENT (The "Agreement") is made effective on the _____ _____, 2011 by and between **HIDALGO COUNTY HEAD START PROGRAM,** (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____ (hereinafter" Consultant") to serve at the pleasure of the Program.

W I T N E S S E T H:

WHEREAS, Program desires to contract with a Consultant to provide the services necessary to the Program that are more specifically set forth hereinafter; and

WHEREAS, Consultant has agreed to provide the services enumerated hereinafter to Hidalgo County Head Start Program.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Program and Consultant agree as follows:

1. Consultant agrees to provide the Program the consulting services required by Hidalgo County Head Start Program in connection with the **"Governance**

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**Training"** ("services"). Pursuant to Article 262.024 of the Texas Local Government Code, the Program exempted the service of the Consultant from Section 262.023 of the Local Government Code, provided however the Program requested proposals from professional consultants to assist the Program in providing consulting services to the Plan. The services include, but are not limited to, the items listed on Appendix A, which is attached and made a part of this Agreement.

2. As consideration for the services of Consultant described herein, Program Agrees to pay Consultant the fees as outlined in Appendix B, which is attached to and made a part of this Agreement.

3. Consultant must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, Consultant represents and maintains that it is an independent consultant and is not an employee of Program or any agency thereof, and represents and warrants that Consultant does not desire or request any fringe benefits provided to employees of Program. Consultant agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

4. Any Agreement award to Consultant will be in effect until (a) the Agreement expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by Program without cause on thirty (30 days) written notice prior to cancellation.

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5. Consultant may not assign the obligations or rights under this Agreement to any person without the prior written consent of Program.

6. Consultant agrees to comply with the Title VI of the Civil Rights Act of 1964.

The term of this Agreement will be effective as of _____, 2011 and expires on _____, 2011.

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

If to Program:
Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O Box 0117
Edinburg, Texas 78540

If to Consultant:
_____
_____
_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all

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purposes at such time as it is personally delivered to the addressee or, if mailed, at such time at it is deposited in the United States mail.

8. Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment hereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9. No Waiver. No waiver by Program of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

10. Entire Agreement. This contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by contract in writing executed by Program and Consultant and not otherwise.

11. Texas Law to Apply. This Contract shall be construed under and in Accordance with the laws of the State of Texas, and all obligations of the

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parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

12. Additional Documents. The parties hereto covenant and agree that they will execute such other further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

13. Successors. This *Contract* shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrator, legal representatives, successors, and assigns where permitted by this Contract.

14. Assignment. This Agreement shall not be assignable; provided, however, that Consultant may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Consultant is not excused from and/or does not delegate its duties hereunder.

15. Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

16. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

17. Authority to Execute. The execution and performance of this Agreement by Program and Consultant have been duly authorized by all necessary laws,

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resolutions or corporate action, and this Agreement constitutes and valid and enforceable obligations of Program and Consultant in accordance with its terms.

18. Ethical Provision. It is understood that the employee of Program or individuals acting as agents for Program are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Agreement. Consultant warrants that no employee or agent of the Program has been retained to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any employee of Program any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Agreement, or as an inducement for entering into this Agreement. The unauthorized offering or receipt of such payments may result in the immediate termination of this Agreement.

19. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the Program under this Agreement, Program may terminate this Agreement upon thirty (30) days written notice to Consultant. Program, agrees however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Program pursuant to the provision of Tex. Loc. Govt.

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Code Ann §271.903 (Vernon Supp. 1995).

20. Indemnity and Hold Harmless. Consultant agrees to indemnify and hold Program harmless from any loss, costs, liabilities or damages which are incurred by Program which are primarily attributable to the acts or omissions of Consultant or the acts or omissions of Consultant's employees, agents or other representatives, including the violation of any law or regulation related to Consultant's duties under this Agreement.

To the extent permitted by applicable law, Program agrees to indemnify and hold Consultant harmless from any loss, costs, liabilities or damages which are incurred by Consultant which are primarily attributable to the acts or omissions of Program or the acts or omissions of Program employees, agents or other representatives, including the violation of any law or regulation related to Program's duties under this Agreement.

21. Representation and Warranties. In the event any representation or warranty of Consultant hereunder is or become incorrect or untrue, Consultant agrees to promptly notify Program thereof, in which event Program may, in its sole discretion, elect to terminate this Agreement, for cause. Consultant acknowledges and agrees that Program has relied and continues to rely upon the representations and warranties of Consultant as herein contained.

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EXECUTED and effective as of the_____ day and _____, 2011 first written above.

APPROVED BY COMMISSIONERS COURT ON: _____

Consultant:

_____

BY:_____
(Consultant Name)

BY:_____
(Print Name)

BY:_____
(Title )

BY:_____
Ramon Garcia, County Judge

BY:_____
Teresa Flores, Executive Director

BY:_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FROM:
OXFORD & GONZALEZ

BY:_____
Ricardo Gonzalez

APPROVED AS TO FROM
ATLAS & HALL, L.L.P.

BY:_____
Stephen L. Crain

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# APPENDIX "A"

The services include, but are not limited to, the items listed below;

1. Consultant agrees to conduct the Governance Training on Saturday, October 23rd, 2011, from 8:00 a.m. to 4:00 p.m.

2. Consultant agrees to assist the Program by helping participants understand the structural relationship between the decision making groups in the Program.

3. Consultant agrees to assist the Program by helping the participants identify their roles and responsibilities has it pertains to the Head Start Program.

4. Consultant agrees to assist the Program by increasing the participant's knowledge of the Performance Standards and the Head Start Act.

5. Members will participate enhance their knowledge of not only their roles and responsibilities but the regulations that govern the Head Start Program and recently in enacted legislation that affects the composition of these groups.

6. Consultant agrees to conduct training at the Sheraton Fiesta South Padre Island.

7. Consultant agrees to pay own lodging and meals.

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# APPENDIX "B"
# CONSULTANT FEE

Program agrees to pay a professional consultant fee in the amount of One

_____

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**AI-28058** **15. D.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

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

**Department:** HEAD START

## Information

**CAPTION**

Discussion/Approval of Training and Technical Assistance (T/TA) Plan

**BACKGROUND**

Policy Council Approval: 08.17.11

## Attachments

T-TA Plan

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/15/2011 03:48 PM |
| Dale Kennan | Dale Kennan | 08/17/2011 10:57 AM |
| Auditor's Office | Arcilia Duran | 08/17/2011 11:52 AM |
| Purchasing Department | Marty Salazar | 08/17/2011 03:11 PM |

Form Started By: Linda Galaviz Started On: 08/12/2011 11:55 AM

Final Approval Date: 08/17/2011

# Hidalgo County Head Start Program

## Policy Council Agenda

**DATE:** August 17, 2011

**SUBJECT:** Discussion/Approval of 2011-2012 Training and Technical Assistant (T/TA) Plan

**RATIONALE/NEED:** The program plan must be approved annually to comply with Federal Performance Standards.

**RECOMMENDATION:** Administration recommends approval.

**COST:** N/A

**RELATED INFORMATION INCLUDES:** Training and Technical Assistance (T/TA) Plan

**********

**INITIATED BY:** Sylvia C. Garza, Staff Development Director

**REVIEWED BY:** Nora S. Munoz, Assistant Program Director

**EXECUTIVE DIRECTOR'S APPROVAL:**

# Hidalgo County Head Start Program
# Training and Technical Assistance
# One Year Implementation Plan

| Content Area: Administration | | | | | | |
|---|---|---|---|---|---|---|
| **Objective:** | **Strategies: (Plan of Action)** | **Person Responsible:** | **Resources Needed:** | **Estimated Cost:** | **Timeline:** | **Evaluation:** |
| Participants will be able to identify the warning signs of child abuse/neglect and domestic violence and ensure that everyone understands "If you suspect-you report" | Participants will be provided with necessary training as required by the Texas Family Code 745.8551 and the Head Start Performance Standards. | Daniel Rodriguez, Education Specialist Rio Grande Valley Council, Inc. | 1. Computer<br><br>2. Power Point Presentation | | Pre-Service | Training Calendar<br><br>Survey<br><br>Evaluation |
| Participants will be able to identify the symptoms of alcohol and substance abuse. | Participants will be provided with the necessary training and orientation in the area of prevention of alcohol and substance abuse particularly in children and juveniles. | Guadalupe Trevino, Sheriff. County of Hidalgo | 1. Computer<br><br>2. Power Point Presentation | | Pre-Service | Training Calendar<br><br>Survey<br><br>Evaluation |

# Hidalgo County Head Start Program
# Training and Technical Assistance
# One Year Implementation Plan

| Content Area: Administration | | | | | | |
|---|---|---|---|---|---|---|
| **Objective:** | **Strategies: (Plan of Action)** | **Person Responsible:** | **Resources Needed:** | **Estimated Cost:** | **Timeline:** | **Evaluation:** |
| Participants will receive, review and acknowledge the Hidalgo County Head Start mandated policies as required by federal, state and local regulations. | To comply with federal, state and local regulations participants will review and acknowledge the mandated policies listed below:<br><br>-Civil Rights Act<br>-Standards of Conduct<br>-Confidentiality Policy<br>-Reporting Child Abuse and Neglect Policy<br>-Discipline and Guidance Policy<br>-Dress Code Policy<br>-Hidalgo County Drug and Alcohol Policy<br>-Hidalgo County Sexual Harassment<br>-Hidalgo County Absence Control Policy<br>-Hidalgo County Ethics Policy<br>-TB Questionnaire | Noelia Smith, Benefits Administrator<br><br>Bertha Castillo, Personnel Officer | 1. Computer<br><br>2. Power Point Presentation | | Pre-Service | Training Calendar<br><br>Survey<br><br>Evaluation |

# Hidalgo County Head Start Program
# Training and Technical Assistance
# One Year Implementation Plan

| Content Area: Administration | | | | | | |
|---|---|---|---|---|---|---|
| **Objective:** | **Strategies: (Plan of Action)** | **Person Responsible:** | **Resources Needed:** | **Estimated Cost:** | **Timeline:** | **Evaluation:** |
| Participants will be able to identify and address sexual harassment in the workplace. | The presenter will provide information to Head Start Employees on how to recognize and prevent incidents of sexual harassment. | Rene Parrao, Hidalgo County Safety Officer | 1. Computer<br><br>2. Power Point Presentation | | Pre-Service | Training Calendar<br><br>Survey<br><br>Evaluation |
| Participants will be able to access and implement procedures outlined in the Human Resources Program Plan which supports the goals of the Hidalgo County Head Start Program | The presenter will provide a brief explanation on the Human Resources Program Plan Policies and Procedures, recruitment and employment of staff, organizational structure and lines of authority and communication. | Bertha Castillo, Personnel Officer | 1. Computer<br><br>2. Power Point Presentation | | Pre-Service | Training Calendar<br><br>Survey<br><br>Evaluation |

# Hidalgo County Head Start Program
# Training and Technical Assistance
# One Year Implementation Plan

| Content Area: Administration | | | | | | |
|---|---|---|---|---|---|---|
| **Objective:** | **Strategies: (Plan of Action)** | **Person Responsible:** | **Resources Needed:** | **Estimated Cost:** | **Timeline:** | **Evaluation:** |
| Participants will be able to identify how to prevent slip, trip and fall accidents and will also review procedures on reporting work related injuries. | The presenter will discuss the following:<br>-Workers' Comp. Procedures<br>-Accident Causes<br>-General Safety Rules<br>-Slips, Trips and Falls<br>-Back Care and Safe Lifting<br>-Ladder Safety<br>-Using PPE<br>-Fire Extinguisher<br>-CPR/First Aid Training<br>-Safe Driving<br>-Vehicle Maintenance | Noemi Flores, Risk Management Specialist | 1. Computer<br><br>2. Power Point Presentation | | Pre-Service | Training Calendar<br><br>Survey<br><br>Evaluation |
| Participants will be able to adhere to the Civil Service Commission Rules and Regulations. | The Hidalgo County Civil Service Commission Rules review will provide the participants information on personnel practices and the procedures governing disciplinary actions. | Noelia Smith, Benefits Administrator<br><br>Bertha Castillo, Personnel Officer | 1. Computer<br><br>2. Power Point Presentation | | Pre-Service | Training Calendar<br><br>Survey<br><br>Evaluation |

# Hidalgo County Head Start Program
# Training and Technical Assistance
# One Year Implementation Plan

| Content Area: Administration | | | | | | |
|---|---|---|---|---|---|---|
| **Objective:** | **Strategies: (Plan of Action)** | **Person Responsible:** | **Resources Needed:** | **Estimated Cost:** | **Timeline:** | **Evaluation:** |
| Participants will be able to review options available to them on asset allocations and make decisions regarding their Head Start Retirement Plan. | Participants will select investment options from a listing of Mainstay Fund allocations based on a review of all options by the presenter. | Tony De Leon, CLU, CFP, MSFS New York Life | 1. Computer<br>2. Power Point Presentation | | Pre-Service | Training Calendar<br>Survey<br>Evaluation |
| Participants will be able to identify and utilize preventive measures to promote a safer work environment. | Participants will be able to define and respond appropriately to work violence. | Armando Guzman, Hidalgo County Safety Officer Supervisor | 1. Computer<br>2. Power Point Presentation | | Pre-Service | Training Calendar<br>Survey<br>Evaluation |
| The participants will be able to meet the specific needs of children and will work with parents and other adults to nurture the children's physical, social, emotional, and intellectual growth as described in the child development framework. | Participants will receive the required training as specified by the Council for Professional Recognition, the National Credentialing Program for the Child Development Associate (CDA). | Bertha Castillo, Personnel Officer<br>Helen Meave, Education Coordinator | 1. Caring for Pre-School Children Curriculum, Volumes I & II<br>2. Power Point Presentation<br>3. Essentials to complete course work. | $500.00 per person | 12-18 Months | Training Calendar<br>Syllabus<br>Final CDA Assessment |

# Hidalgo County Head Start Program
# Training and Technical Assistance
# One Year Implementation Plan

| Content Area: Administration | | | | | | |
|---|---|---|---|---|---|---|
| **Objective:** | **Strategies: (Plan of Action)** | **Person Responsible:** | **Resources Needed:** | **Estimated Cost:** | **Timeline:** | **Evaluation:** |
| Participants will be provided with information and resources that will enable them to be part of the decision making process. | The Leadership Training is provided to prepare elected parents for their roles at the center committees and the Policy Council if elected. | Teresa Flores, Executive Program Director<br><br>Irma Pena, Family Services Director | | $ 5, 300 | Sept. 24, 2011 | Training Calendar<br><br>Evaluation |
| The Policy Council will be able to identify the major program functions and operations by participating in the Governance Institute. | Each major function/operations of each department will be presented by the Director/ Administrator supervising the department. Roles and responsibilities of the Policy Council will be emphasized. | Consultant | | $ 16, 000 | Oct. 21-23, 2011 | Training Calendar<br><br>Evaluation |

# Hidalgo County Head Start Program
# Training and Technical Assistance
# One Year Implementation Plan

| Content Area: Family Services | | | | | | |
|---|---|---|---|---|---|---|
| **Objective:** | **Strategies: (Plan of Action)** | **Person Responsible:** | **Resources Needed:** | **Estimated Cost:** | **Timeline:** | **Evaluation:** |
| Participants will gain a better understanding of the PROMIS program to help manage the tracking of each child and their family | The presenter will review demographics and family development section of application, attendance reports, class reports and directory. | Erica Lara, Family Records Specialist | 1. Computer<br><br>2. Power Point Presentation | | Pre-Service | Training Calendar<br><br>Survey<br><br>Evaluation |
| Participants will be able to follow the Head Start Performance Standards as it pertains to Family Partnerships, Parent Involvement and (ERSEA) Eligibility, Recruitment, Selection, Enrollment and Attendance Part I. | Participants will receive instructions and guidance on how to implement Family Services procedures, forms and documents at the center level. | Elvira Segura, Family Services Coordinator | 1. Computer<br><br>2. Power Point Presentation | | Pre-Service | Training Calendar<br><br>Survey<br><br>Evaluation |

# Hidalgo County Head Start Program
# Training and Technical Assistance
# One Year Implementation Plan

| Content Area: Family Services | | | | | | |
|---|---|---|---|---|---|---|
| **Objective:** | **Strategies: (Plan of Action)** | **Person Responsible:** | **Resources Needed:** | **Estimated Cost:** | **Timeline:** | **Evaluation:** |
| Participants will be able to follow the Head Start Performance Standards as it pertains to Family Partnerships, Parent Involvement and (ERSEA) Eligibility, Recruitment, Selection, Enrollment and Attendance Part II. | Participants will receive instructions and guidance on how to implement Family Services procedures, forms and documents at the center level. | Azalia Rios, Family Services Coordinator | 1. Computer<br><br>2. Power Point Presentation | | Pre-Service | Training Calendar<br><br>Survey<br><br>Evaluation |
| Participants will identify the different volunteer opportunities and the requirements to become a volunteer. | Participants will be encouraged to volunteer in any of the different areas of the Head Start Program and become more involved in the education of their children. Center staff and central office staff will inform parents of the many ways to participate in Head Start. | Head Start Executive Team Members | 1. Computer<br><br>2. Power Point Presentation | $ 5,600 | Aug. 30-Sept. 2, 2011 | Training Calendar<br><br>Evaluation |

# Hidalgo County Head Start Program
# Training and Technical Assistance
# One Year Implementation Plan

| Content Area: Family Services | | | | | | |
|---|---|---|---|---|---|---|
| **Objective:** | **Strategies: (Plan of Action)** | **Person Responsible:** | **Resources Needed:** | **Estimated Cost:** | **Timeline:** | **Evaluation:** |
| Participants will work collaboratively with other agencies to identify and access services and resources through direct services or referrals. | The Parent Fair will be organized for parents to participate and respond to family needs and assist in developing family goals. | Irma Pena, Family Services Director | | $ 2,400 | Nov. 18, 2011 | Training Calendar |
| Participants will be able to identify the eligibility criteria for children enrolling with the Hidalgo County Head Start Program. | The Recruitment Training is for the purpose of providing Head Start services to eligible children, three to five years of age regardless of sex, creed, color, national origin or disabling condition | Irma Pena, Family Services Director | | | March 9, 2012 | Training Calendar |

# Hidalgo County Head Start Program
# Training and Technical Assistance
# One Year Implementation Plan

| Content Area: Child Nutrition | | | | | | |
|---|---|---|---|---|---|---|
| **Objective:** | **Strategies: (Plan of Action)** | **Person Responsible:** | **Resources Needed:** | **Estimated Cost:** | **Timeline:** | **Evaluation:** |
| Participants will be able to implement Performance Standards and relate them to the Program Plan. | Participants will actively listen and review the Performance Standards and Program Plan | Gilbert Silva, Interim Child Nutrition services Director | 1. Computer<br>2. Power Point Presentation | | Pre-Service | Training Calendar<br>Survey<br>Evaluation |
| Participants will be able to locate and utilize Child Nutrition Program required information. | The required information for the Child Nutrition Program will be presented and reviewed with staff. Copies of pertinent forms will be provided. | Gilbert Silva, Interim Child Nutrition services Director | 1. Computer<br>2. Power Point Presentation | | Pre-Service | Training Calendar<br>Survey<br>Evaluation |

# Hidalgo County Head Start Program
# Training and Technical Assistance
# One Year Implementation Plan

| Content Area: Child Nutrition | | | | | | |
|---|---|---|---|---|---|---|
| **Objective:** | **Strategies: (Plan of Action)** | **Person Responsible:** | **Resources Needed:** | **Estimated Cost:** | **Timeline:** | **Evaluation:** |
| Participants will be able to identify and implement a childhood obesity proactive approach in Head Start children utilizing the TDA's Food and Nutrition Division recommendations. | Participants will receive instructions and guidance on how to implement and promote a healthy life style including healthy food choices and physical activity. | Gilbert Silva, Interim Child Nutrition services Director | 1. Computer<br>2. Power Point Presentation | | Pre-Service | Training Calendar<br>Survey<br>Evaluation |
| Participants will receive Food Handler's Certification required by Hidalgo County Health and Human Services Department. | The presenter will receive information on how to maintain proper safety and sanitation on the workplace to prevent food safety errors. | Hidalgo County Health and Human Services Department | 1. Computer<br>2. Power Point Presentation | | Pre-Service | Training Calendar<br>Survey<br>Evaluation |
| Participants will become familiar with the new My Plate Guide that has replaced My Pyramid Guide. | The presenter will provide updated information about My Plate Guide. | Gilbert Silva, Interim Child Nutrition services Director | 1. Computer<br>2. Power Point Presentation | | Pre-Service | Training Calendar<br>Survey<br>Evaluation |

# Hidalgo County Head Start Program
# Training and Technical Assistance
# One Year Implementation Plan

| Content Area: Mental Health | | | | | | |
|---|---|---|---|---|---|---|
| **Objective:** | **Strategies: (Plan of Action)** | **Person Responsible:** | **Resources Needed:** | **Estimated Cost:** | **Timeline:** | **Evaluation:** |
| Participants will be able to access and utilize the Mental Health Program Plan to implement the Performance Standards. | An overview of the Performance Standards and Mental Health Program Plan will be presented to the staff via power point presentation. | Lupita Valdez, Health Services Director | 1. Computer<br>2. Power Point Presentation | | Pre-Service | Training Calendar<br>Survey<br>Evaluation |
| Participants will be able to identify the specifics of Challenging Behavior and to utilize prevention strategies to decrease inappropriate behavior. | An overview of Positive Behavior Support will be presented and the understanding of what triggers and reinforces problem behaviors. | Positive Behavior Support Trainers | 1. Computer<br>2. Power Point Presentation | | Pre-Service | Training Calendar<br>Survey<br>Evaluation |
| Participants will be able to write a behavior support plan and identify the components needed to carry out the plan. | An overview on how to develop a behavior plan as a team, utilize the prevention strategies replacement skills and monitor outcomes will be presented. | Positive Behavior Support Trainers | 1. Computer<br>2. Power Point Presentation | | Pre-Service | Training Calendar<br>Survey<br>Evaluation |

# Hidalgo County Head Start Program
# Training and Technical Assistance
# One Year Implementation Plan

| Content Area: Mental Health | | | | | | |
|---|---|---|---|---|---|---|
| **Objective:** | **Strategies: (Plan of Action)** | **Person Responsible:** | **Resources Needed:** | **Estimated Cost:** | **Timeline:** | **Evaluation:** |
| Participants will gain knowledge of how to build positive relations, identify preventive classroom practices and social emotional teaching strategies. | The presenter will provide an overview of positive classroom practices that promote social and emotional competence in young children | Positive Behavior Support Trainers | 1. Computer<br><br>2. Power Point Presentation | | Pre-Service | Training Calendar<br><br>Survey<br><br>Evaluation |
| Participants will define the importance of responsible fatherhood. | The Fatherhood Conference for Hidalgo County Head Start Program was initiated to encourage fathers to support their positive involvement in the lives of their children. Sessions on parenting skills and promoting involvement of fathers in their children's schooling will be provided | Lupita Valdez, Health Services Director<br><br>Noe Hernandez, Mental Health Coordinator | 1. Appropriate place for the conference.<br><br>2. Computer<br><br>3. Power Point Presentation | $ 10,000 | Feb. 23, 2012 | Training Calendar<br><br>Survey<br><br>Evaluation |

# Hidalgo County Head Start Program
# Training and Technical Assistance
# One Year Implementation Plan

| Content Area: Transition and Community Partnership | | | | | | |
|---|---|---|---|---|---|---|
| **Objective:** | **Strategies: (Plan of Action)** | **Person Responsible:** | **Resources Needed:** | **Estimated Cost:** | **Timeline:** | **Evaluation:** |
| Participants will be able to follow the steps in the transition process. | The steps in the transition process will be reviewed. Guidance for appropriate documentation will be provided. | Ramiro Silva, Community Partnership and Transition Director | 1. Computer<br><br>2. Power Point Presentation | | Pre-Service | Training Calendar<br><br>Survey<br><br>Evaluation |
| Participants will be able to access Community Partnership services for children, families and pregnant women. | The Networking Meeting is designed to develop community partnership supported by interagency agreements to secure appropriate services for children and families. | Ramiro Silva, Community Partnership and Transition Director | | $ 3,000 | Aug 25, 2011 | Training Calendar<br><br>Evaluation |

# Hidalgo County Head Start Program
# Training and Technical Assistance
# One Year Implementation Plan

| Content Area: Health | | | | | | |
|---|---|---|---|---|---|---|
| **Objective:** | **Strategies: (Plan of Action)** | **Person Responsible:** | **Resources Needed:** | **Estimated Cost:** | **Timeline:** | **Evaluation:** |
| Participants will be able to access, utilize and interpret the Health Policies and Procedures in regards to the Performance Standards. | The Health Policies and Procedures will be discussed and how these apply to the Performance Standards. | Lupita Valdez, Health Services Director | 1. Computer<br>2. Power Point Presentation | | Pre-Service | Training Calendar<br>Survey<br>Evaluation |
| Participants will be able to read and understand local and state immunization requirements. | The presenter will provide and discuss local and state immunization requirements. | Delia Garza, TVFC Educator | 1. Computer<br>2. Power Point Presentation | | Pre-Service | Training Calendar<br>Survey<br>Evaluation |
| Participants will be able to describe the scope of asthma, asthma symptoms, most common triggers found in schools, types of medications, how to manage an asthma episode, how to respond to an emergency and the importance of Asthma Action Plan. | The presenter will discussed and present in detail the Asthma 101 curriculum for school environment. | Dr. Genny Carrillo, Texas A&M Health Science Center School of Rural Public Health McAllen Campus | 1. Computer<br>2. Power Point Presentation | | Pre-Service | Training Calendar<br>Survey<br>Evaluation |

# Hidalgo County Head Start Program
# Training and Technical Assistance
# One Year Implementation Plan

| Content Area: Field Operations | | | | | | |
|---|---|---|---|---|---|---|
| **Objective:** | **Strategies: (Plan of Action)** | **Person Responsible:** | **Resources Needed:** | **Estimated Cost:** | **Timeline:** | **Evaluation:** |
| Participants will be able to review the policies and procedures in the area of transportation. | A detailed presentation of the Performance Standards including future mandates, if applicable, will be conducted. | Oscar Palacios, Field Operations/ Transportation Director | | | Pre-Service | Training Calendar<br><br>Survey<br><br>Evaluation |
| Participants will be able to review the policies and procedures for the operation of the warehouse. | A detailed presentation of the Performance Standards including future mandates will be conducted. | Oscar Palacios, Field Operations/ Transportation Director | | | Pre-Service | Training Calendar<br><br>Survey<br><br>Evaluation |
| Participants will be able to access and use local, state and federal standards relating to buildings and grounds. | An overview of the applicable standards will be presented and discussed as they apply to the requirements for facilities and playgrounds for children and staff. | Oscar Palacios, Field Operations/ Transportation Director | | | Pre-Service | Training Calendar<br><br>Survey<br><br>Evaluation |

# Hidalgo County Head Start Program
# Training and Technical Assistance
# One Year Implementation Plan

| Content Area: Field Operations | | | | | | |
|---|---|---|---|---|---|---|
| **Objective:** | **Strategies: (Plan of Action)** | **Person Responsible:** | **Resources Needed:** | **Estimated Cost:** | **Timeline:** | **Evaluation:** |
| Participants will be able to prepare cleaners and chemicals used for cleaning. | An overview of appropriate product application and applicable Performance Standards will be presented to the participants. The formulas for preparing cleaners and chemicals will be reviewed. | Oscar Palacios, Field Operations/ Transportation Director | | | Pre-Service | Training Calendar<br><br>Survey<br><br>Evaluation |
| Participants will be able to follow the required office procedures and processing of required documentation for purchases. | A comprehensive explanation of departmental operating procedures will be made. | Oscar Palacios, Field Operations/ Transportation Director | | | Pre-Service | Training Calendar<br><br>Survey<br><br>Evaluation |

# Hidalgo County Head Start Program
# Training and Technical Assistance
# One Year Implementation Plan

| Content Area: Finance | | | | | | |
|---|---|---|---|---|---|---|
| **Objective:** | **Strategies: (Plan of Action)** | **Person Responsible:** | **Resources Needed:** | **Estimated Cost:** | **Timeline:** | **Evaluation:** |
| Fiscal staff will be able to utilize the computerized accounting software (MIP) to properly execute payroll and accounts payable functions for the program. | The training will focus on the payroll and accounts payable functions and capabilities of the software to ensure that effective and efficient practices are in place and properly executed. | MIP Consultant | 1. Computer with MIP access.<br><br>2. Training Manual. | $ 2,500 | | Training Calendar<br><br>Survey<br><br>Evaluation |
| Fiscal staff will be able to properly account for all fixed assets and maintain proper inventory control records. | The training will assist fiscal staff in the proper classification of fixed assets following Hidalgo County and Head Start requirements. | Alvaro Chuc, Finance Assistant | 1. Computer with MIP access.<br><br>2. Fixed assets inventory control records. | | | Training Calendar<br><br>Survey<br><br>Evaluation |

# Hidalgo County Head Start Program
# Training and Technical Assistance
# One Year Implementation Plan

| Content Area: Disability | | | | | | |
|---|---|---|---|---|---|---|
| **Objective:** | **Strategies: (Plan of Action)** | **Person Responsible:** | **Resources Needed:** | **Estimated Cost:** | **Timeline:** | **Evaluation:** |
| Participants will be able to implement the Head Start Performance Standards in the area of disability. | An overview of the Performance Standards and Special Services Program Plan will be presented to the staff via a power point presentation. All centers are provided with the Performance Standards and the Program plan. | Connie Horta Special Services Director | 1. Computer<br><br>2. Power Point Presentation | | Pre-Service | Training Calendar<br><br>Survey<br><br>Evaluation |
| Participants will be able to identify the federal law (ADA) and the accommodation services it provides to individuals with disabilities. | An overview of the federal law will be presented to the staff. Hand outs will be provided. | Luis Echeverria, Attorney Disability Rights Texas | 1. Computer<br><br>2. Power Point Presentation | | Pre-Service | Training Calendar<br><br>Survey<br><br>Evaluation |

# Hidalgo County Head Start Program
# Training and Technical Assistance
# One Year Implementation Plan

| Content Area: Disability | | | | | | |
|---|---|---|---|---|---|---|
| **Objective:** | **Strategies: (Plan of Action)** | **Person Responsible:** | **Resources Needed:** | **Estimated Cost:** | **Timeline:** | **Evaluation:** |
| Participants will be able to identify the federal law (IDEA) and the services it provides to individuals with disabilities. | An overview of the federal law will be presented to the staff. Handouts will be provided. | Luis Echeverria, Attorney Disability Rights Texas | 1. Computer<br>2. Power Point Presentation | | Pre-Service | Training Calendar<br>Survey<br>Evaluation |
| Participants will be able to identify and attach RTI documentation to the LEA referral packet. | The presenter will review LEA referral packet to ensure that all required RTI/Head Start documentation is included prior to submitting to LEA. | Connie Horta, Special Services Director | 1. Computer<br>2. Power Point Presentation | | Pre-Service | Training Calendar<br>Survey<br>Evaluation |
| Participants will be able to administer the Speech Screening Tool to children in an effort to identify children who require further evaluation. | This tool screens children to find out if their sound acquisition, voice and fluency is reflective to their developmental age. Handouts will be provided to staff. | Pat Doria, MA, CCC-SLP Melody Kids Care | 1. Computer<br>2. Power Point Presentation | | Pre-Service | Training Calendar<br>Survey<br>Evaluation |

# Hidalgo County Head Start Program
# Training and Technical Assistance
# One Year Implementation Plan

| Content Area: Disability | | | | | | |
|---|---|---|---|---|---|---|
| **Objective:** | **Strategies: (Plan of Action)** | **Person Responsible:** | **Resources Needed:** | **Estimated Cost:** | **Timeline:** | **Evaluation:** |
| Participants will be able to properly complete an LEA referral packet. | The presenter will review key points of the referral packet. Handouts will be provided. | Special Education Dept.<br>Edcouch-Elsa | 1. Computer<br>2. Power Point Presentation | | Pre-Service | Training Calendar<br>Survey<br>Evaluation |
| Participants will be able to implement a Plan of Action and Flow Chart and carry out strategies outlined in such plan. | The presenter will review the Action Plan and provide suggestions on how to implement it. | Connie Horta, Special Services Director<br>Edna Snider, Special Services Coordinator<br>Blanca Vela, Special Services Facilitator | 1. Computer<br>2. Power Point Presentation | | Pre-Service | Training Calendar<br>Survey<br>Evaluation |
| Participants will be able to properly complete required Special Services Reports | The presenter will provide an overview of the Special Services Program Reports | Connie Horta, Special Services Director | 1. Computer<br>2. Power Point Presentation | | Pre-Service | Training Calendar<br>Survey<br>Evaluation |

# Hidalgo County Head Start Program
# Training and Technical Assistance
# One Year Implementation Plan

| Content Area: Education | | | | | | |
|---|---|---|---|---|---|---|
| **Objective:** | **Strategies: (Plan of Action)** | **Person Responsible:** | **Resources Needed:** | **Estimated Cost:** | **Timeline:** | **Evaluation:** |
| Participants will be able to access and utilize the Education Services Program Plan to implement the Performance Standards. | Participants will actively listen and review the Performance Standards and Program Plan. | Homero Carrera<br>Sandra Renteria<br>Susie Saenz<br>Janie Navarro, Education Area Directors | 1. Computer<br>2. Power Point Presentation | | Pre-Service | Training Calendar<br>Survey<br>Evaluation |
| Participants will become acquainted with the revised Head Start Outcomes and be able to address the outcomes in the daily routine. | The presenter will have an open discussion with the audience about the Head Start Outcomes. | Janie Navarro Education Area Director | 1. Computer<br>2. Power Point Presentation | | Pre-Service | Training Calendar<br>Survey<br>Evaluation |
| Participants will receive instruction and guidance on how to implement the Education Services Procedures, forms and documents at the center level. | The presenter will provide instructions on how to utilize the Education Services Procedures Manual to implement the Performance Standards. | Helen Meave & Eduarda Perez, Education Coordinator | 1. Computer<br>2. Power Point Presentation | | Pre-Service | Training Calendar<br>Survey<br>Evaluation |

# Hidalgo County Head Start Program
# Training and Technical Assistance
# One Year Implementation Plan

| Content Area: Education | | | | | | |
|---|---|---|---|---|---|---|
| **Objective:** | **Strategies: (Plan of Action)** | **Person Responsible:** | **Resources Needed:** | **Estimated Cost:** | **Timeline:** | **Evaluation:** |
| Participants will be able to use the Spanish language in the classroom more effectively to ensure a more effective language development. | The presenter will provide ideas and activities to enhance the development of Spanish oral language and literacy. | Ana Villarrutia, Center Manager<br>Blanca Duarte, Teacher | 1. Computer<br>2. Power Point Presentation | | Pre-Service | Training Calendar<br>Survey<br>Evaluation |
| Participants will be able to develop phonemics and phonological awareness in the classroom | The presenter will provide participants with an opportunity to use their classroom laptop computer to access phonemic and phonological activities | Jesus Vela, Center Manager<br>Mary Lou Soto, Teacher | 1. Computer<br>2. Power Point Presentation | | Pre-Service | Training Calendar<br>Survey<br>Evaluation |
| Participants will be able to implement strategies in the instructional day to comply with the most recent Head Start Program observation tool (C.L.A.S.S.) | The presenter will review the three C.L.A.S.S. domains and description and strategies under each domain. | Homero Carrera<br>Sandra Rentería<br>Susie Saenz, Education Area Directors | 1. Computer<br>2. Power Point Presentation | | Pre-Service | Training Calendar<br>Survey<br>Evaluation |

**Hidalgo County Head Start Program**
**Training and Technical Assistance**
**One Year Implementation Plan**

| Content Area: Education | | | | | | |
|---|---|---|---|---|---|---|
| **Objective:** | **Strategies: (Plan of Action)** | **Person Responsible:** | **Resources Needed:** | **Estimated Cost:** | **Timeline:** | **Evaluation:** |
| Participants will be able to plan more intentionally for classroom instruction ensuring each child's specific needs. They will also be able to apply and affective instructional design to ensure that we comply with program standards in education. | Presenter will review techniques and activities that will stimulate and enrich daily learning through proper implementation of data in planning curriculum, instruction and assessment. | Janie Navarro, Education Area Director | 1. Computer<br>2. Power Point Presentation | | Pre-Service | Training Calendar<br>Survey<br>Evaluation |
| Participants will be able to plan activities for the children to develop pre-writing skills. | The presenter will provide strategies to plan more effectively for pre-writing activities. | Noelia Gutierrez, PSJA ISD | 1. Computer<br>2. Power Point Presentation | | Pre-Service | Training Calendar<br>Survey<br>Evaluation |

# Hidalgo County Head Start Program
# Training and Technical Assistance
# One Year Implementation Plan

| Content Area: Education | | | | | | |
|---|---|---|---|---|---|---|
| **Objective:** | **Strategies: (Plan of Action)** | **Person Responsible:** | **Resources Needed:** | **Estimated Cost:** | **Timeline:** | **Evaluation:** |
| Participants will enhance their understanding of the "*A Head Start on Picturing America*" program to be able to integrate it into the classroom daily activities in a comprehensive way for the children. | The presenter will provide techniques and activities that will stimulate and enrich daily learning using *Picturing America* as a resource. | Janie Navarro, Education Area Director<br>Eduarda Perez, Education Coordinator | 1. Computer<br>2. Power Point Presentation | | Pre-Service | Training Calendar<br>Survey<br>Evaluation |
| Participants will be able to teach math with everyday objects in the Early Childhood Classroom. | The presenter will provide participants with an understanding of teaching mathematics and activities to implement in the classroom. | Dr. Irasema Gonzalez, UTPA Professor | 1. Computer<br>2. Power Point Presentation | | Pre-Service | Training Calendar<br>Survey<br>Evaluation |
| Participants will be able to provide fun and engaging listening and oral activities through the use of storytelling. | The presenter will provide helpful strategies to make storytelling fun and promote positive social and cultural skills. | Xochitl Rocha, M. Ed. | 1. Computer<br>2. Power Point Presentation | | Pre-Service | Training Calendar<br>Survey<br>Evaluation |

# Hidalgo County Head Start Program
# Training and Technical Assistance
# One Year Implementation Plan

| Content Area: Education | | | | | | |
|---|---|---|---|---|---|---|
| **Objective:** | **Strategies: (Plan of Action)** | **Person Responsible:** | **Resources Needed:** | **Estimated Cost:** | **Timeline:** | **Evaluation:** |
| Participants will become familiarized with the revised Head Start Positive Outcomes and be able to address the outcomes in the instructional process. | The presenter will explain the additional domains added to the Outcomes Framework and will provide strategies that relate specifically to Approaches to Learning. | Eduarda Perez, Education Coordinator | 1. Computer<br><br>2. Power Point Presentation | | Pre-Service | Training Calendar<br><br>Survey<br><br>Evaluation |
| Participants will become acquainted with new ideas and techniques that can be used in the early childhood classroom to teach science. | The presenter will provide information on the following topics:<br>-Scientific skills and method<br>-Conceptual knowledge of the natural and physical world<br>-Reasoning and problem solving<br>-Symbolic representation | Homero Carrera, Education Area Director | 1. Computer<br><br>2. Power Point Presentation | | Pre-Service | Training Calendar<br><br>Survey<br><br>Evaluation |

# Hidalgo County Head Start Program
# Training and Technical Assistance
# One Year Implementation Plan

| Content Area: Education | | | | | | |
|---|---|---|---|---|---|---|
| **Objective:** | **Strategies: (Plan of Action)** | **Person Responsible:** | **Resources Needed:** | **Estimated Cost:** | **Timeline:** | **Evaluation:** |
| Participants will become acquainted with the revised Head Start Positive Outcomes and be able to address the outcomes in the instructional process. | The presented will provide information on the additional domains added to the Outcomes Framework and will learn strategies that relate specifically to Social Studies. | Janie Navarro, Education Area Director | 1. Computer<br><br>2. Power Point Presentation | | Pre-Service | Training Calendar<br><br>Survey<br><br>Evaluation |
| Participants will become familiarized with the revised Head Start Positive Outcomes and be able to address the outcomes in the instructional process. | The presented will provide information on the additional domains added to the Outcomes Framework and will learn strategies that relate specifically to ELD. | Janie Navarro, Education Area Director | 1. Computer<br><br>2. Power Point Presentation | | Pre-Service | Training Calendar<br><br>Survey<br><br>Evaluation |
| Participants will become familiarized with the revised Head Start Positive Outcomes and be able to address the outcomes in the instructional process. | The presented will provide information on the additional domains added to the Outcomes Framework and will learn strategies that relate specifically to Language Development/Literacy Knowledge and Skills | Sandra Renteria, Education Area Director | 1. Computer<br><br>2. Power Point Presentation | | Pre-Service | Training Calendar<br><br>Survey<br><br>Evaluation |

# Hidalgo County Head Start Program
# Training and Technical Assistance
# One Year Implementation Plan

| Content Area: Education | | | | | | |
|---|---|---|---|---|---|---|
| **Objective:** | **Strategies: (Plan of Action)** | **Person Responsible:** | **Resources Needed:** | **Estimated Cost:** | **Timeline:** | **Evaluation:** |
| Participants will become acquainted with the revised Head Start Positive Outcomes and be able to address the outcomes in the instructional process. | The presented will provide information on the additional domains added to the Outcomes Framework and will learn strategies that relate specifically to Mathematic Knowledge & Skills/Creative Arts Expression. | Azucena Saenz, Education Area Director | 1. Computer<br>2. Power Point Presentation | | Pre-Service | Training Calendar<br>Survey<br>Evaluation |
| Participants will become familiarized with the revised Head Start Positive Outcomes and be able to address the outcomes in the instructional process. | The presented will provide information on the additional domains added to the Outcomes Framework and will learn strategies that relate specifically Physical Development & Health and Social & Emotional Development. | Helen D. Meave, Education Coordinator | 1. Computer<br>2. Power Point Presentation | | Pre-Service | Training Calendar<br>Survey<br>Evaluation |
| Participants will be able to provide fun and engaging activities using dual language. | The presenter will provide strategies to plan more effectively for dual language use in the classroom. | Noelia Gutierrez, PSJA ISD<br>Anabel Castillo, PSJA ISD | 1. Computer<br>2. Power Point Presentation | | Pre-Service | Training Calendar<br>Survey<br>Evaluation |

# Hidalgo County Head Start Program
# Training and Technical Assistance
# One Year Implementation Plan

| Content Area: Education | | | | | | |
|---|---|---|---|---|---|---|
| **Objective:** | **Strategies: (Plan of Action)** | **Person Responsible:** | **Resources Needed:** | **Estimated Cost:** | **Timeline:** | **Evaluation:** |
| Participants will become familiar with entering assessments directly into the Red-e-Learner website. They will also have an opportunity to access their classroom information and enter a mock assessment. | The presenters will provide participants with an opportunity to use their classroom laptop computer to access the internet and enter assessments thru a website. | Helen D. Meave, Education Coordinator<br>Conrad Cabrera, MIS Director | 1. Computer<br>2. Internet Connection | | Pre-Service | Training Calendar<br>Survey<br>Evaluation |
| The participants will become aware of revisions and changes on the Minimum Standards Manual. | The presenter will provide information about changes on the Minimum Standards Manual. | Child Care Licensing Staff | 1. Computer<br>2. Power Point Presentation | | Pre-Service | Training Calendar<br>Survey<br>Evaluation |
| Participants will become acquainted with C.I.R.C.L.E. Preschool Early Language and Literacy/Mathematics to be able to implement researches based strategies in the cognitive, language and social emotional aspects of the children's development. | The presenter will provide useful strategies designed for the development of optimal learning experiences for the children. | NES Personnel | 1. Computer<br>2. Power Point Presentation | | Pre-Service | Training Calendar<br>Survey<br>Evaluation |

**AI-28062** **15. E.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

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

**Department:** HEAD START

## Information

### CAPTION

Discussion/Approval on Request to Purchase Janitorial and Industrial Supplies through the Hidalgo County's Membership/Participation with Texas Association of School Boards (TSBA) Buyboard's Multiple Awarded Vendors for the Term of the TASB Contract Expiring on July 13, 2014

1. Gulf Coast Paper Company
2. Matera Paper Company, LTD
3. Staples Contracts and Commercial

### BACKGROUND

Policy Council Approval: 08.17.11

## Attachments

Purchase Janitorial-Industrial Supplies

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/15/2011 03:50 PM |
| Dale Kennan | Dale Kennan | 08/15/2011 04:32 PM |
| Auditor's Office | Arcilia Duran | 08/17/2011 01:25 PM |
| Purchasing Department | Marty Salazar | 08/17/2011 03:11 PM |

Form Started By: Linda Galaviz Started On: 08/12/2011 12:09 PM

Final Approval Date: 08/17/2011

# Hidalgo County Head Start Program
# Policy Council Agenda

**DATE:** August 17, 2011

**SUBJECT:** Discussion/Approval on Request to Purchase Janitorial and Industrial Supplies Through the Hidalgo County's Membership/Participation With Texas Association School Board (TASB) Buyboard's Multiple Awarded Vendors for the Term of The TASB Contract Expiring on July 31, 2014

a. Gulf Coast Paper Company
b. Matera Paper Company, LTD
c. Staples Contracts and Commercial

**RATIONALE/NEED:** This contract would allow the purchasing of the lowest and best pre-bided prices on Janitorial and Industrial supplies under program/cooperative.

**RECOMMENDATION:** Administration recommends approval.

**COST:** $100,000.00

**RELATED INFORMATION INCLUDED:** Memo/Participant Info

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**INITIATED BY:** Ambrosio Tovar, Procurement Director

**REVIEWED BY:** Mr. Edmundo Garcia, Assistant Director

**PROGRAM DIRECTOR'S APPROVAL:** Teresa Flores

# HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director

DATE: August 5, 2011

SUBJ: TASB -Janitorial Supplies

As part of our regular purchasing procedures, the program is seeking approval from the Policy Council and Commissioner's Court to purchase janitorial supplies through the Hidalgo County's membership/participation with the Texas Association of School Boards (TASB).

The TASB awarded vendors we recommend to use are Gulf Coast Paper Company, Matera Paper Co., LTD, and Staples Contracts & Commercial.

These supplies consist of (but not limited to):

| | | | |
|---|---|---|---|
| Straw Brooms | Dust Mop Head | Mop Handle | Floor Wax |
| Hand Soap | Bath Tissue | Disinfectant | Paper Towels |
| Cone Cups | Bleach | Gloves | Masking Tape |
| Duct Tape | Trigger Sprayer | Floor Cleaner | Toilet Bowl Cleaner |
| Toilet Deodorant | Urinal Screen | Toilet Brush | Facial Tissue |
| Latex Gloves | Trash Can Liner | Trash Cans | Scouring Powder |
| Lunch Bag (Craft) | Vacuum Bags | Vacuum Cleaner | Absorbent Powder |
| Furniture Polish | Dust Cloth | Foam Soap | Wet Floor Signs |
| Bowl Block | Deodorizer | Bathroom Cleaner | Non-Acid Disinfectant |

These companies have provided excellent service in product quality and delivery and are highly recommended by the Procurement Department and the Field Operations Department. Our past experience in working with these companies has been satisfactory, excellent and dependable.

Should you have any questions please let me know. Thank you.

# BuyBoard Current Vendors

| Vendor | Address1 | City | State | Zip | Effective Expiration | Commodity |
|---|---|---|---|---|---|---|
| Gulf Coast Paper Company | 1101 S.Padre Island Dr. | Corpus Christi | TX | 78416 | 8/1/2011 7/31/2014 | Custodial Supplies & Equipment |
| Matera Paper Co. | 13500 Immanuel Rd. | Pflugerville | TX | 78660 | 8/1/2011 7/31/2014 | Custodial Supplies & Equipment |
| Staples Contract & Commercial | 500 Staples Drive | Framingham | MA | 01702 | 8/1/2011 7/31/2014 | Custodial Supplies & Equipment |

**AI-28061** **15. F.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

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

**Department:** HEAD START

## Information

### CAPTION

Discussion/Approval to Extend Interlocal Agreement with South Texas Cooperative through Region One Education Service Center for the Purpose of Purchasing all Food, Commodities, Uniforms, Supplies and Services

### BACKGROUND

Policy Council Approval: 08.17.11

## Attachments

Cooperative Agreement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/15/2011 03:50 PM |
| Dale Kennan | Dale Kennan | 08/17/2011 11:32 AM |
| Auditor's Office | Arcilia Duran | 08/17/2011 01:24 PM |
| Purchasing Department | Marty Salazar | 08/17/2011 03:11 PM |

Form Started By: Linda Galaviz Started On: 08/12/2011 12:07 PM

Final Approval Date: 08/17/2011

# Hidalgo County Head Start Program
# Policy Council Agenda Request

**DATE:** August 17, 2011

**SUBJECT:** Discussion/Approval to Extend Interlocal Agreement with the South Texas Cooperative through Region One Education Service Center for the Purpose of Purchasing all Food Commodities, Uniforms, Supplies and Services

**RATIONALE/NEED:** The purpose of this agreement is to purchase quality food commodities, kitchen/janitorial supplies, and services at the lowest price.

**RECOMMENDATION:** Administration recommends approval.

**COST:** $1,400,000 Year

**RELATED INFORMATION INCLUDED:** Memo/Participant Info

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**INITIATED BY:** Ambrosio Tovar, Procurement Director

**REVIEWED BY:** Mr. Edmundo Garcia, Assistant Director

**PROGRAM DIRECTOR'S APPROVAL:** Teresa Flores

# HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588


TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director
Gilbert Siva, Interim Child Nutrition Director

DATE: August 5, 2011

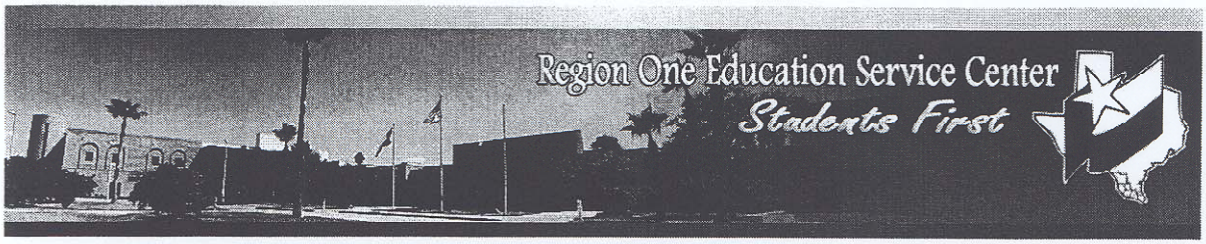
SUBJ: Region 1 ESC -South Texas Cooperative Contract Extension

We would like to continue the use of the South Texas Cooperative Inter-local agreement with Region One Education Service Center for another year. This inter-local agreement was originally signed and approve on October 4, 2005. This program has helped Head Start Child Nutrition Program save time and money.

This cooperative program performs the bidding process on the food, kitchen/janitorial supplies, and services used by the Head Start Child Nutrition Program.

The inter-local agreement has been beneficial for Head Start and the Child Nutrition Program. It is highly recommended by the Procurement Department and the Child Nutrition Department to extend this inter-local agreement.

Should you have any questions please let us know. Thank you.






South Texas Cooperative

- Welcome
- SY12 Awarded Bids & Proposals
- SY11 Awarded Bids & Proposals
- Contacts
- Forms
- Links
- Resources
- Food Service Product Expo

Region One ESC welcomes you to the Child Nutrition Program-South Texas Cooperative (CNP-STC). Thank you for your interest and desire to do business with us!

The South Texas Cooperative was established on September 8, 1999, and continues to play an integral part in achieving healthy school meals and efficient business practices by ensuring high quality, customer satisfying, cost effective food and supplies for its members. The primary focus of the CNP-STC is to assist participating members in the administration of a fiscally sound Child Nutrition Program, and compliance with bid law requirements. The CNP-STC acts as a coordinating center for all bids/proposals; authority for such services is granted by section 8.053 of the Texas Education Code.

The South Texas Cooperative administers approximately fifteen (15) food service related bids and proposals, to meet the needs of school district Child Nutrition Programs. These proposals are advertised in local newspapers and posted on our Web site. Click here to view current bid opportunities!

- **Competitive Procurement**
  - ***Bids & Proposals***
    - Bread & Tortilla Products
    - Cafeteria Dining Decor
    - Dairy & Juice Products
    - Dispensed Products
    - Discounted Warehouse Proposal
    - Equipment & Small Kitchen Wares
    - Facility, Linen & Uniform Services
    - Food Service Full Line Items
    - Frozen Dessert Products
    - Janitorial Supplies & Paper/Plastic Products
    - Processing of USDA Foods
    - Removal of Grease from Traps & Barrels
    - Special & Opportunity Buys
    - Uniforms & Marketing Items
    - Wireless Temperature Monitoring Systems

**Processing of USDA Foods**
CNP-STC consolidates further processing requests of USDA Food allocations for its members. Small or medium sized schools could not do this on their own because further processing requests must be done in truckload quantities. By aggregating the members further processing requests through the CNP-STC, all schools, regardless of size, are provided the opportunity to take advantage of this valuable service.

**CNP-STC Food Service Product Expo 2011**
The South Texas Cooperative will host its upcoming Processing Forum and Food Service Product Expo on October 19-20, 2011 at the South Padre Island Convention Centre. The Processing Forum provides manufacturers the opportunity to present further processed USDA food items available for SY13 to school district CNP personnel. The Food Service Product Expo anticipates approximately 400 students and district staff in attendance to see and savor various products and equipment geared towards Child Nutrition Programs from over 100 different vendors. Please take a moment to visit our photo gallery. Click here for Vendor Registration Packet!

*If your company/organization would like to receive bid/proposal information, please contact Lori A. Ramos, Specialist - Purchasing CNP at (956)-984-6123 or laramos@esc1.net.*

Thank you,
**Lori Atwood Ramos, MBA, RD, LD**
Specialist - Purchasing CNP
Phone: (956) 984-6123
Email: laramos@esc1.net

**AI-28039** **16. A.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Jose N. Pena **Submitted By:** Sandra Garcia, RIGHT OF WAY DEPT.

**Department:** RIGHT OF WAY DEPT.

## Information

**CAPTION**

Pursuant to fuel policy, requesting approval to reimburse Guadalupe Rodriguez for the purchase of fuel for the County issued Right of Way Dept vehicle in the amount of $91.30 with authority for County Treasurer to issue payment after Auditors processing procedures are completed.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1200-431-00-260-001-0-626

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

**BUDGETARY IMPACT:**

Available balance is $171.06 as of 08/11/11.

## Attachments

Attachment

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/11/2011 03:01 PM |
| Dale Kennan | Dale Kennan | 08/11/2011 04:25 PM |
| Auditor's Office | Arcilia Duran | 08/12/2011 11:21 AM |
| Dina Trevino | Merlen P. Munoz | 08/12/2011 03:54 PM |
| Dale Kennan | Dale Kennan | 08/12/2011 04:08 PM |
| Arcy Duran | Arcilia Duran | 08/17/2011 04:56 PM |
| Purchasing Department | Marty Salazar | 08/17/2011 05:01 PM |

Form Started By: Sandra Garcia Started On: 08/11/2011 02:25 PM

Final Approval Date: 08/17/2011

**HIDALGO COUNTY, TEXAS**

**PURCHASE AFFIDAVIT**

**THE STATE OF TEXAS**

**COUNTY OF HIDALGO**

I, **Guadalupe Rodriguez**, do hereby state that the item(s) listed on the invoice(s)
PURCHASER'S NAME
named below were purchased for the exclusive use of Hidalgo County:

| INVOICE NO. | DATE | AMOUNT | NAME OF COMPANY |
|---|---|---|---|
| F3P2314 | 8/5/11 | 91.30 | Speedy Stop # 50 San Juan, Texas |
| | | | |
| | | | |
| TOTAL | | 91.30 | |

I further state that I was authorized to make such a purchase(s).

I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

**SIGNATURE:** _____

**TITLE:** **ROW Agent**
**PERSON MAKING PURCHASE**

Before me Sandra Garcia, a Notary Public, appeared Guadalupe Rodriguez and on his oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. He further stated he requested payment of the same.

**(SEAL)**

_____
**NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS**

_____
**APPROVAL:** **DEPARTMENT HEAD**

_____
**APPROVAL:** **COUNTY AUDITOR**

# HIDALGO COUNTY
# RIGHT OF WAY DEPARTMENT

## Memorandum

From: Raymundo Eufracio, CPA,
Hidalgo County Auditor

From: Jose N. Pena, Right of Way Director

Date: August 8, 2011

Re: Request for Reimbursement

---

On August 5, 2011, while conducting official County business, Guadalupe Rodriguez, Right of Way Agent, stopped at Speedy Stop # 50 in San Juan, TX to obtain fuel using his County assigned fleet card. While at the pump, he swiped the card and it appeared to worked. Unfortunately when the pump finished fueling it required him to go inside and pay. The card did not work at the pump leaving him with no other option than to pay for it from his personal funds. Therefore he is requesting reimbursement in the amount of $91.30.

S/B 626

Please process as soon as possible out of account no. 0-1200-431-00-260-001-0-682.

Thank you in advance for your prompt attention to this matter. Should you have any questions or comments, please feel free to contact our office at 956-283-8134.

2401 N. MOOREFIELD ROAD ☆ MISSION, TEXAS 78572 ☆ PH# (956) 283-8134 ☆ FAX (956) 283-8402

**WELCOME TO**
**SPEEDY STOP #50**
SPEEDY STOP #5
ODM. 54524 unit 60

SAN JUAN TX
DEALER: 4691341-F3P

| Descr. | qty | amount |
|---|---|---|
| <CUSTOMER COPY> | | |
| REG CA #09 | 25.653G | 91.30 |
| SELF @ 3.559/ G | | |
| Subtotal | | 91.30 |
| Tax | | 0.00 |
| TOTAL | | 91.30 |
| DEBIT $ | | 91.30 |

GUADALUPE RODRIGUEZ
ACCT/CARD #: XXXXXXXXXXXX1809 180
AUTH. #: 180417
INVOICE #: F3P2314
SHIFT 005377

**THANK YOU**
**COME AGAIN**
ST# 1050 TILL XXXX DR# 1 TRAN# 1011139
CSH: 17 09/05/11 14:55:40

**AI-28032** **16. B.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Jose N. Pena **Submitted By:** Sandra Garcia, RIGHT OF WAY DEPT.

**Department:** RIGHT OF WAY DEPT.

## Information

**CAPTION**

Authorization to proceed with condemnation proceedings on the Trenton Drain Project Parcel 14-Construction & More LLC c/o Gilbert Ortiz.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-6536-94-0100-5000-8400

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

**BUDGETARY IMPACT:**

Funding out of Urban County Program - Trenton Drain Project

## Attachments

Attachment

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/11/2011 01:23 PM |
| Dale Kennan | Dale Kennan | 08/11/2011 03:56 PM |
| Auditor's Office | Arcilia Duran | 08/17/2011 11:38 AM |
| Purchasing Department | Marty Salazar | 08/17/2011 03:11 PM |

Form Started By: Sandra Garcia Started On: 08/11/2011 11:05 AM

Final Approval Date: 08/17/2011

# HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

**VIA: HAND DEIVERD**

Jose N. Peña
Director

March 31, 2011

Construction & More, LLC
C/O Gilbert Ortiz
212 North 38th St.
McAllen Texas 78504

RE: San Carlos Drainage Improvements
Trenton Drain Project

Parcel: # 14

Dear Mr. Ortiz,

The Commissioners' Court of Hidalgo County have authorized me to make an offer of for the property to be acquired under the above captioned parcel for right of way purposes in connection with the proposed Trenton Drain as part of the San Carlos Drainage Improvements Project.

Based on an Appraised by Leonel Garza, III with Leonel Garza Jr., & Associates, LLC, a State Certified General Real Estate Appraiser, Commissioners' Court of Hidalgo County have authorized me to make an offer of **$ 4,527.00** for a taking of your property. The offer represents total compensation for the land and improvements. We are prepared to negotiate with you to acquire this parcel of land at its full - appraised value

BREAKDOWN

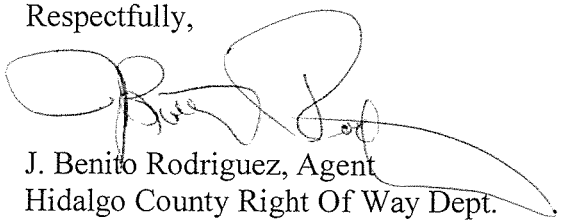
| | | |
|---|---|---|
| Land: | | |
| 0.180 Ac @ $ 18,000.00 | Per Ac. (As Fee Simple) | $ 3,240.00 |
| 0.143 Ac @ $ 9,000.00 | Per Ac (As Easement) | $ 1,287.00 |
| Improvements: N/A | | |
| Total Estimated Value: | | $ 4,527.00 |
| Cost to Cure Damages | | |
| Total Offer: | | **$ 4,527.00** |

We would appreciate if you took the time to review the package of information sent. If this offer is not accepted or feel that you may need additional time to consider the offer, please contact our office, otherwise, within ten working days from the date receipt of this

letter, condemnation proceedings will be instituted for the acquisition of right of way. Thereafter, the County Court at Law will appoint three disinterested freeholders to serve as Special Commissioners, a date will be set for the hearing and you will be notified of the time and place set for the hearing at which the Special Commissioners will hear the evidence presented and arrive at an award at which will be filed with the court. The Commissioners' Court may then deposit the amount of the award, at which time the County of Hidalgo may take possession of the property involved. If either you or the Commissioners' Court is dissatisfied with the amount of the award, objections may be filed within the time prescribed by law, and the case subsequently tried before the County Court at Law as in other civil cases.

Should you have any questions or comments, please feel free to contact me at (956) 283-8134.

Respectfully,



J. Benito Rodriguez, Agent
Hidalgo County Right Of Way Dept.

METES AND BOUNDS

HIDALGO COUNTY PRECINCT No.4
SAN CARLOS DRAINAGE IMPROVEMENTS
TRENTON DRAIN
PARCEL: No.14 FEE SIMPLE

A 0.323 OF AN ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1859287, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE SOUTH LINE OF LOT 1 FOR THE SOUTHEAST CORNER OF THE ANASTACIO SANCHEZ TRACT (THE WEST HALF OF THE EAST HALF OF LOT 1, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1817328, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT, SAID ROD BEARS S 81°28'09" E, 993.31 FEET FROM THE SOUTHWEST CORNER OF LOT 1.

THENCE; N 08°31'51" E, ALONG THE EAST LINE OF THE ANASTACIO SANCHEZ TRACT, A DISTANCE OF 65.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°28'09" E, A DISTANCE OF 84.53 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 06°38'21" W, A DISTANCE OF 30.02 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 81°28'09" E, A DISTANCE OF 244.56 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE EAST LINE OF LOT 1 FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°31'51" W, ALONG THE EAST LINE OF LOT 1, A DISTANCE OF 35.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF LOT 1 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°28'09" W, ALONG THE SOUTH LINE OF LOT 1, A DISTANCE OF 330.08 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.323 OF AN ACRE OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH ALAMO ESTATES UNIT No.2, RECORDED IN VOLUME 30, PAGE 153, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

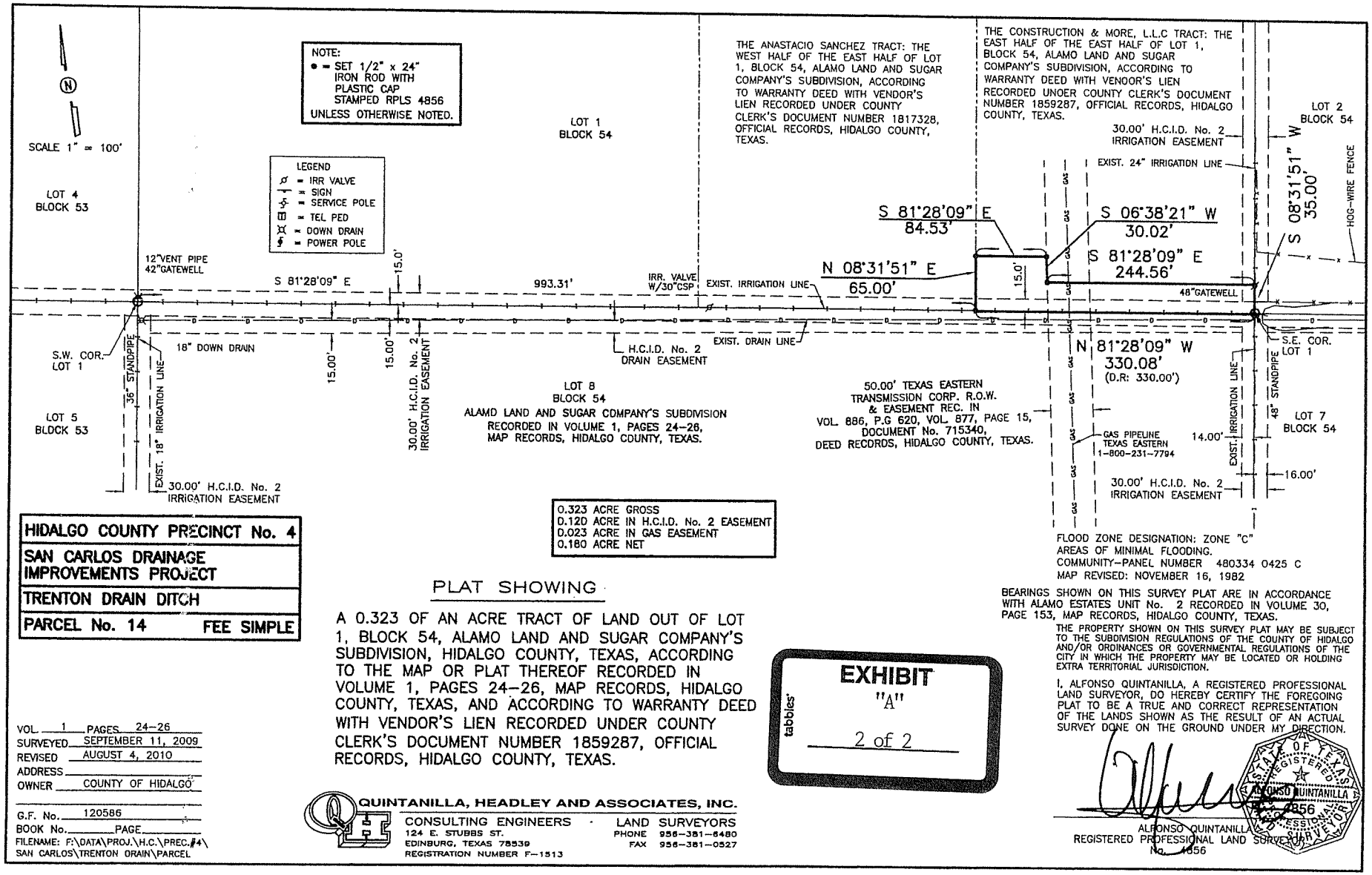
I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: August 3, 2010

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856

STATE OF TEXAS
REGISTERED
ALFONSO QUINTANILLA
4856
PROFESSIONAL
LAND SURVEYOR

EXHIBIT
"A"
1 of 2
tables




| HIDALGO COUNTY PRECINCT No. 4 | |
|---|---|
| SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT | |
| TRENTON DRAIN DITCH | |
| PARCEL No. 14 | FEE SIMPLE |

0.323 ACRE GROSS
0.120 ACRE IN H.C.I.D. No. 2 EASEMENT
0.023 ACRE IN GAS EASEMENT
0.180 ACRE NET

## PLAT SHOWING

A 0.323 OF AN ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1859287, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FLOOD ZONE DESIGNATION: ZONE "C"
AREAS OF MINIMAL FLOODING.
COMMUNITY-PANEL NUMBER 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982

BEARINGS SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH ALAMO ESTATES UNIT No. 2 RECORDED IN VOLUME 30, PAGE 153, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856

STATE OF TEXAS · REGISTERED · ALFONSO QUINTANILLA · 4856 · LICENSED · SURVEYOR

**EXHIBIT "A"**
2 of 2

VOL. 1 PAGES 24-26
SURVEYED SEPTEMBER 11, 2009
REVISED AUGUST 4, 2010
ADDRESS
OWNER COUNTY OF HIDALGO

G.F. No. 120586
BOOK No. PAGE
FILENAME: F:\DATA\PROJ.\H.C.\PREC.#4\SAN CARLOS\TRENTON DRAIN\PARCEL

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
PHONE 956-381-6480
FAX 956-381-0527

**AI-28168** **17. A.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Commissioner Palacios **Submitted By:** Yolanda Cisneros, COMM. PCT. #2

**Department:** COMM. PCT. #2

## Information

**CAPTION**

Request Approval of Interlocal Cooperation Agreement between Hidalgo County and City of Pharr, Texas

**BACKGROUND**

Note: copy of ILA will be provided by Steve Crain on 8/19/2011 after review/modification.

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/18/2011 04:46 PM |
| Purchasing Department | Angela Garcia | 08/19/2011 08:35 AM |

Form Started By: Yolanda Cisneros Started On: 08/18/2011 04:27 PM

Final Approval Date: 08/19/2011

**AI-28111** **18. A.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Raul E. Sesin, P.E. **Submitted By:** Nora Cavazos, PLANNING DEPT.

**Department:** PLANNING DEPT.

---

**Information**

**CAPTION**

1. Preliminary Approval with Variance Request
a. Vallejo Subdivision – Pct. 3 (Guadalupe Calderon)
b. Jardin Real Subdivision – Pct. 4 (Rodolfo Mora )

2. Preliminary Approval
a. Miraflores Estates, LLC Subdivision – Pct. 1 (Kyndel W. Bennett)
b. La Victoria Phase I Subdivision – Pct. 1 (Paul Daniec)
c. Leisure Valley Ranch RV & Mobile Home Park Ph. IV – Pct. 3 (Jack Martin)
d. Re-subdivision of Lot 1, La Espada Subdivision – Pct. 3 (Christian I Loera)
e. Serna Ranch Subdivision – Pct. 1 (Genoveva Serna)
f. Solis Acres Subdivision – Pct. 4 (Noe Gutierrez)
g. Morningside Estates, LLC – Pct. 4 (Ricardo Salinas)
h. San Andres Subdivision – Pct. 1 (Delia Gonzalez)

3. Final Approval
a. Salvador Estates Subdivision – Pct. 4 (Salvador Centeno)
b. Morin Subdivision – Pct. 3 (Jose Luis Morin)
c. Elite Village Phase 2 Subdivision – Pct. 3 (Laura Coffman)
d. Castaneda Subdivision – Pct. 1 (Felix Rocha)
e. Eduardo's No. 10 Subdivision – Pct. 3 (Aniceto Izaguirre)
f. Laguna Ranch Subdivision – Pct. 1 (Jaime Leal)

4. Final Approval with Financial Guarantee
a. Las Palmas Del Norte No. 3 Phase I – Pct. 3 (Oscar Garza)
b. Flamingo Ranches Subdivision – Pct. 4 (Richard Garza)

**BACKGROUND**

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**Attachments**

Vallejo;Preliminary
Vallejo; Plat
Jardin Real Ph I; Preliminary
Jardin Real; Plat
Miraflores Estates; Preliminary
Miraflores Estates; Plat
La Victoria Ph I; Preliminary
La Victoria; Plat
Leisure Valley Ranch IV; Preliminary
Leisure Valley Ranch IV; Plat
Resub of Lot 1, La Espada; Preliminary
Resub of Lot 1 La Espada; Plat
Serna Ranch; Preliminary
Serna Ranch; Plat

Solis Acres; Preliminary
Solis Acres; Plat
Morningside Estates, LLC; Preliminary
Morningside Estates; Plat
San Andres; Preliminary
San Andres; Plat
Salvador Estates; Final
Salvador Estates; Plat
Morin; Final
Morin; Plat
Elite Village Ph. 2; Final
Elite Village 2; Plat
Castaneda; Final
Castaneda; Plat
Eduardo's 10; Final
Eduardo's 10; Plat
Laguna Ranch; Final
Laguna Ranch; Plat
Las Palmas Del Norte 3; Final
Las Palmas del Norte 3; Plat
Flamingo Ranches; Final
Flamingo Ranches; Plat

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/17/2011 03:02 PM |
| Olga Garza | Olga Garza | 08/17/2011 04:45 PM |
| Auditor's Office | Arcilia Duran | 08/18/2011 11:12 AM |
| Purchasing Department | Marty Salazar | 08/18/2011 03:05 PM |

Form Started By: Nora Cavazos Started On: 08/17/2011 01:06 PM

Final Approval Date: 08/18/2011

# PLANNING DEPARTMENT
## County Of Hidalgo

**Raul E. Sesin, P.E., CFM**
**PLANNING ADMINISTRATOR**

TO: Judge Ramon Garcia
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: August 17, 2011

RE: **Vallejo Subdivision – Pct. 3**
**Preliminary Approval with Variance Request**

Vallejo Subdivision is a six (6) lot subdivision located on the West side of Volcano Road, approximately ¼ mile South of Mile 3 North Road.

The proposed Subdivision lies within the City of Penitas E.T.J. and the plat has been submitted for administrative review and approval.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on August 4, 2011. The proposed subdivision lies within a Zone "A & C" as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report the development will utilize on-site drainage detention swales. The owners are requesting a variance from the requirement on Section 3.4 of Appendix 5 County Construction Specification of the Hidalgo County Model Subdivision Rules. The homes are existing on the lots and any new construction will be required to meet the BFE for the area as determined by the Plat Engineer and Hidalgo County Floodplain Administrator.

The proposed subdivision plat was submitted to, reviewed, and approved by Jaime Salinas, ROW Agent on August 05, 2011. The existing Road Right of Way is in compliance with the Hidalgo County Thoroughfare Plan and the Hidalgo County ROW Department.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis Test were conducted by Jose A. Gonzalez and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by Agua SUD. There is an existing eight (8) inch waterline on Volcano Road that will serve as the primary source of water for the proposed development.

The proposed subdivision is more than 5 acres and therefore requires a SWMP3. However, the homes are existing on the lots and therefore a SWMP3 will only be required for any new construction. The SWMP3 shall be submitted to the Hidalgo County Office of Environmental Compliance for review and approval if any new construction is proposed for the subdivision.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.
The Hidalgo County Advisory Board convened and recommended **Preliminary Approval with Variance Request** on **August 16, 2011** subject to staff comments and future recommendations by Planning and other departments.

# SUBDIVISION PLAT OF
# VALLEJO SUBDIVISION

A 9.16 ACRE TRACT OF LAND OUT OF LOTS 131, 132, 139 AND 140, BLOCK 12, HOMEVILLE SUBDIVISION "A", HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 0, PAGES 24-25, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME: 1853, PAGE 274, WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 614324, AND WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 722101, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

METES AND BOUNDS

A 9.16 ACRE TRACT OF LAND OUT OF LOTS 131, 132, 139 AND 140, BLOCK 12, HOMEVILLE SUBDIVISION "A", HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 0, PAGES 24-25, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1853, PAGE 274, WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 614324, AND WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 722101, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED CVG LS FOUND AT THE INTERSECTION OF THE CENTERLINE OF AN ABANDONED 27.80 FOOT COUNTY ROAD AND THE WEST RIGHT OF WAY LINE OF VOLCANO ROAD FOR THE NORTHEAST CORNER OF RITA SUBDIVISION (RECORDED IN VOLUME 43, PAGE 175, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT, SAID ROD BEARS S 81°08'30" E, 349.80 FEET AND S 08°10'09" W, 13.86 FEET FROM THE SOUTHWEST CORNER OF LOT 140;

THENCE N 81°08'30" W (BASIS OF BEARINGS) N 81°06'18" W), ALONG THE CENTERLINE OF SAID ABANDONED 27.80 FOOT COUNTY ROAD AND THE NORTH LINE OF RITA SUBDIVISION, A DISTANCE OF 382.16 FEET TO A 1/2" IRON ROD WITH CAP STAMPED CVG LS FOUND FOR THE NORTHWEST CORNER OF RITA SUBDIVISION AND THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N 08°52'56" E, ALONG THE EAST LINE OF A 99'11 FOOT ROAD (ABANDONED IN VOLUME 1853, PAGE 274, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), A DISTANCE OF 360.27 FEET TO A 1/2" IRON ROD FOUND FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE N 08°10'09" E, ALONG THE EAST LINE OF SAID 99.00 FOOT ROAD, A DISTANCE OF 100.01 FEET TO A 1/2" IRON PIPE FOUND FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE N 81°53'43" E, ALONG THE EAST LINE OF A 130.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT NO.16 CANAL RIGHT OF WAY (RECORDED IN VOLUME 808, PAGES 73-74, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), A DISTANCE OF 177.93 FEET TO A 3/8" IRON PIPE FOUND ON THE SOUTH LINE OF A 27.80 FOOT COUNTY ROAD (NOT OPEN) FOR THE NORTHWEST CORNER OF THE TRACT;

THENCE S 81°08'24" E, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID 27.80 FOOT COUNTY ROAD (NOT OPEN), A DISTANCE OF 71.36 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4464 SET FOR THE NORTHEAST CORNER OF THE YOMIRA SALINAS TRACT (A 2.0 ACRE TRACT OUT OF LOTS 131 AND 132, HOMEVILLE SUBDIVISION, ACCORDING TO CORRECTION WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1186157, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND AN EXTERIOR CORNER OF THIS TRACT;

THENCE S 04°39'27" E, ALONG THE WEST LINE OF THE YOMIRA SALINAS TRACT, A DISTANCE OF 181.81 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4464 SET FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE S 81°49'51" E, ALONG THE SOUTH LINE OF THE YOMIRA SALINAS TRACT, A DISTANCE OF 493.36 FEET TO A 1/2" IRON ROD FOUND ON THE WEST RIGHT OF WAY LINE OF VOLCANO ROAD FOR THE SOUTHEAST CORNER OF SAID TRACT AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE S 08°10'09" W (DEED RECORD, S 08°34'11" W), ALONG THE WEST RIGHT OF WAY LINE OF VOLCANO ROAD, A DISTANCE OF 881.85 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.16 ACRES OF LAND, MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH NORTH ROMA ACRES SUBDIVISION, RECORDED IN VOLUME 43, PAGE 181, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA
P.E. No. 94614

7-8-16
DATE

COUNTY OF HIDALGO
STATE OF TEXAS

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

ALFONSO QUINTANILLA
P.E. No. 94614

6-3-11
DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

THIS PLAT OF VALLEJO SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ A.D.

HIDALGO COUNTY HEALTH INSPECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

THIS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 ON _____ A.D.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BY: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

THIS PLAT OF VALLEJO SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____ A.D.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, RAMIRO FLORES, HEREBY CERTIFY THAT THE RIO GRANDE VALLEY DISTRICT HAS APPROVED THE POTABLE WATER SUPPLY FOR THE VALLEJO SUBDIVISION, HIDALGO COUNTY, TEXAS. THE RIO GRANDE VALLEY DISTRICT IS THE HOLDER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY (CCN) NO. 10087 FOR THE SALE OF WATER IN PURPOSES OF SERVICE IN AN AREA IN HIDALGO COUNTY, TEXAS, THAT INCLUDES THIS SUBDIVISION, AND IS THEREFORE OBLIGATED TO SERVE EVERY SUBDIVISION WITHIN ITS CERTIFICATED AREA WHICH REQUESTS WATER AND WITH WHICH IT HAS REACHED AGREEMENT CONCERNING THE TERMS OF SERVICE. IT IS THE DUTY OF THE OWNER OF THIS SUBDIVISION TO PROVIDE WATER TO THE LOTS IN THIS SUBDIVISION AS REQUIRED BY LAW. THIS MEANS THAT ALL OF THE INFRASTRUCTURE REQUIREMENTS FOR THE SUBDIVISION ARE MET, WATER LATERALS ARE SATISFACTORILY INSTALLED AND IN PLACE FOR PURPOSE UPON COMPLETION OF THE WATER FACILITIES SHOWN ON THE PLAT OF THE SUBDIVISION.

MR. RAMIRO FLORES
DIRECTOR, MANAGER
RIO GRANDE VALLEY DISTRICT

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTIES IRRIGATION DISTRICT NO. 16 SUBJECT TO THE CONDITION THAT IT SHALL BE THE DUTY OF THE OWNER OF THE SUBDIVISION TO PROVIDE WATER TO EVERY LOT IN SAID SUBDIVISION PURSUANT TO THE WATER CONTRACT BETWEEN THE OWNER OF THE SUBDIVISION AND THE DISTRICT AND THAT THE DISTRICT SHALL NOT BE OBLIGATED TO SERVE ANY LOT IN SAID SUBDIVISION UNLESS AND UNTIL WATER LATERALS, TO SERVE SUCH LOTS FROM THE EXISTING DISTRIBUTION SYSTEM OF THE DISTRICT, HAVE BEEN CONSTRUCTED TO THE BOUNDARY OF SAID SUBDIVISION, AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE SUBDIVISION TO INSTALL AND MAINTAIN SUCH FACILITIES.

DATED THIS THE ____ DAY OF _____, A.D.

_____ PRESIDENT — ATTEST _____ SECRETARY

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

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

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

WE, GUADALUPE CALDERON, LINO VALLEJO, RACHEL HINOJOSA AND RICARDO BARCIA, AS OWNERS OF OF THE 9.16 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED VALLEJO SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREON.

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

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

GUADALUPE CALDERON — LOT 4, BLK 2 — 6-3-11
LINO VALLEJO — LOT 1, BLK 2 — 6-3-11
RACHEL HINOJOSA — LOT 2, BLK 2 — 6-3-11
RICARDO BARCIA — LOT 3, BLK 2 — 6-3-11

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED GUADALUPE CALDERON, LINO VALLEJO, AND RICARDO BARCIA, proved to me through his/her/their respective texas driver's license as to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 3rd DAY OF June, A.D. 2011

NOTARY PUBLIC

STATE OF OREGON
COUNTY OF Malheur

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON 17th June, 2011
BY RACHEL HINOJOSA

NOTARY PUBLIC – STATE OF OREGON

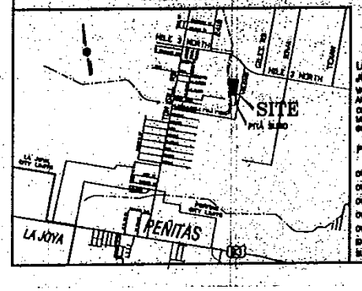
## INDEX OF SHEETS


SHEET 1.- HOMEVILLE SUBDIVISION "A" AND LEGAL DESCRIPTION, LOCATION MAP AND LEGEND, SURVEYOR'S NOTES, PLAT NOTES AND RESTRICTIONS, PRINCIPAL CONTACTS, LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION, CERTIFICATE OF SURVEYOR, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION, COUNTY APPROVAL, DRAINAGE DISTRICT APPROVAL, COUNTY CLERK'S FILING INFORMATION, STATE OF TEXAS AND COUNTY OF HIDALGO CERTIFICATION, SIGNATURE BLOCK, LOCATION MAP, AND LEGEND.

SHEET 2.- BOUNDARY SURVEY, INCLUDING DESCRIPTION OF POINT OF BEGINNING AND BOUNDARY DESCRIPTION, EASEMENTS, AND EXISTING SERVICES, SURVEYOR'S CERTIFICATION & STATEMENT, SURVEYOR NOTES.

SHEET 3.- DRAINAGE REPORT, INCLUDING DESCRIPTION OF EXISTING AND PROPOSED DRAINAGE, AND ENGINEER'S CERTIFICATION, ENGINEER NOTES.


## LOCATION MAP
SCALE: 1"=4000'




## PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE DESIGNATION ZONE "A" (AREAS OF 100-YEAR FLOODING; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS NOT DETERMINED. (B.F.E. EL=303.0') AND FLOOD ZONE DESIGNATION ZONE "B" (AREAS OF SHADING, FLOODING, (NO SHADING).)
COMMUNITY-PANEL NUMBER 480334 0400 C EFFECTIVE DATED NOVEMBER 16, 1982

2.- NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED PER LOT, (THERE SHALL BE NO OTHER USE, OTHER THAN A SINGLE FAMILY DWELLING UNLESS IT IS PLATTED AS SUCH, PLAT A LOT OR USED FOR BUSINESS OTHER THAN A RESIDENCE.)

3.- HIDALGO FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTERLINE OF ROAD OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
SUBDIVISION CONTRACTOR HAS TO INQUIRE FOR LOT'S LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AS TO THE FOR APPLICATIONS FOR CONSTRUCTION TO VERIFY FOR AND FOR CONSTRUCTION FINISH FLOOR ELEVATIONS.
AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS LOCATED WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

4.- LEGEND = DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4464, UNLESS OTHERWISE NOTED.

5.- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

6.- MINIMUM BUILDING SETBACK LINES:
FRONT 50.00'
FRONT VOLCANO ROAD 50.00'
SIDE 6.00'
SIDE ABUTTING STREET 10.00'
OR TO EASEMENT LINE WHICHEVER IS GREATER
REAR 20.00'
OR TO EASEMENT LINE WHICHEVER IS GREATER

7.- NO BUILDINGS SHALL BE CONSTRUCTED OVER ANY EASEMENT OR LOT LINE.

8.- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY DRAINAGE DISTRICT, DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 18.5 ACRE FEET (VERO - FIRST 100 - ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RESTRICTIONS IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No. 3

9.- NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAIN OR UTILITY EASEMENTS.
EACH DRAINAGE EASEMENT SHALL BE KEPT CLEAN OF FENCES, BUILDINGS, VEGETATION AND ANY OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALES.

10.- BENCHMARK No. 1-ELEV.= 303.30 FOUND 3/4" IRON PIPE LOCATED AT THE SOUTHWEST CORNER OF PROPOSED SUBDIVISION. (U.S.G.S. DATUM)

11.- NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN DRAINAGE SWALE EASEMENT AND LOT OWNERS SHALL BE RESPONSIBLE FOR MAINTENANCE OF SWALES.

12.- EACH LOT HAS A 10' SIDE PUBLIC UTILITY AND/OR 60' DRAINAGE EASEMENT RUNNING ALONG THE REAR PROPERTY LINE OF THE LOT. THE REAR OF THE LOT IS DEFINED AS THAT PORTION FARTHEST FROM PROP. STREET OR CONT. STREET.

13.- ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO H.C.I.D. No. 16 DISTRICT, AND NO OTHER UTILITIES OR USE IS ALLOWED WITHOUT EXPRESS APPROVAL BY THE DISTRICT.

14.- NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CREATE ABOVE OR BELOW GROUND OBSTRUCTIONS IN THE CANAL RIGHT OF WAY, SUCH AS POLES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A DRAINAGE PERMIT FROM THE DISTRICT. (H.C.I.D. NO. 16 DISTRICT)

15.- NO PERMANENT STRUCTURAL BUILDINGS, FENCES OF ANY CONSTRUCTION WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY THE DISTRICT. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT OR RIGHT OF WAY IS SUBJECT TO REMOVAL.

16.- ALL LOTS SHALL BE FOR RESIDENTIAL AND/OR COMMERCIAL USE.

17.- ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DOMESTIC WASTEWATER ONLY.
B. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL/MULTIPLE USE.
C. EACH LOT ON THIS PLAT IS COMPLIED WITH THE MINIMUM 61,790 SQUARE FEET LOT SIZE WITH POSSIBLE WATER SUPPLY.
D. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
E. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS SAME BE ALSO SHOWN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALUATOR HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORTIVE DRAINFIELD SYSTEM.
F. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING SITE/PLOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

18.- FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.

19.- IF THE PURCHASER(S) OF LOT REQUIRES A COMMERCIAL LOT AND SUBSEQUENTLY DETERMINES THAT A LARGER METER IS REQUIRED, THEN THE LOT WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAID TO THE CORPORATION PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S).

20.- THE RESIDENTIAL LOTS (1 THRU 6) SHOULD REFLECT SERVICE BY A ¾" METER.

21.- AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL OR INDUSTRIAL & MULTIPLE USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLANS ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
GUADALUPE CALDERON, LINO VALLEJO, RACHEL HINOJOSA, & RICARDO BARCIA, THE OWNER & SUBDIVIDER OF VALLEJO SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF, ON THE LOT AS DESCRIBED ON SHEET No. 3.0, OF THIS PLAT.

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

23.- SIDEWALKS WILL NOT BE REQUIRED BY THIS PLAT.

24.- ALL LOTS IN VALLEJO SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN VALLEJO SUBDIVISION, TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE". SAID EASEMENT IS GRANTED TO HIDALGO COUNTY AND ANY SUBSEQUENT OWNER OF THE NEXT DOWNSTREAM LOT OR THE SUBDIVISION PLAT AND REFERENCED IN THE DEED OF CONVEYANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR SUBSTANTIAL COSTS AND FEES INCURRED IN VOLUNTARILY OR BY COURT ORDER, BRINGING THE SUBDIVISION INTO COMPLIANCE WITH THIS PLAT NOTE. EACH LOT OWNER IS RESPONSIBLE FOR ENSURING THAT THE DRAINAGE SWALES ON HIS LOT AND ADJACENT LOTS ARE KEPT CLEAR OF OBSTRUCTIONS AND DEBRIS SO AS TO ALLOW ADEQUATE FLOW OF DRAINAGE BY OR THROUGH HIS LOT. NO ALTERATIONS SHALL BE MADE TO THE SWALES WITHOUT THE PRIOR WRITTEN APPROVAL OF THE COUNTY AND THE DRAINAGE DISTRICT. NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCES, SHALL BE PLACED IN THE SWALES. THE DRAINAGE SWALES ALONG LOT LINES ARE DEPICTED ON THE SUBDIVISION PLAT AND ARE DESCRIBED IN THE RESTRICTIVE COVENANTS FOR VALLEJO SUBDIVISION, AS RECORDED IN THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

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

VALLEJO SUBDIVISION, IS LOCATED IN WEST HIDALGO COUNTY, 1287' SOUTH OF THE INTERSECTION OF MILE 3 NORTH ROAD AND ON THE WEST SIDE OF, VOLCANO ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF PENITAS ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF PENITAS (POPULATION 1,1121). VALLEJO SUBDIVISION, LIES APPROXIMATELY FIVE (5) MILES FROM THE CITY LIMITS AND IT, IS NOT WITHIN THE CITY'S TWO-MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021 AND LIES IN PCT. NO. 3

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THE SUBDIVISION SHOWN HEREON COMPLY WITH THE DRAINAGE PLANS FOR HIDALGO COUNTY IRRIGATION WATER DISTRICT NO. 16 (H.C.I.D. NO. 16) AND THE DRAINAGE DISTRICT HAS NO OBJECTION TO THE PROPOSED SUBDIVISION PLAT AS SHOWN HEREON. HOWEVER, THE DRAINAGE DISTRICT HAS NOT REVIEWED OR APPROVED THE DRAINAGE PLANS FOR THE SUBDIVISION BASED ON HYDROLOGIC ACCEPTABILITY, HYDRAULIC DESIGN, OR THE IMPACT OF THE DEVELOPMENT OF THE SUBDIVISION AND ITS DRAINAGE TO LAND OUTSIDE THE SUBDIVISION.

## PRINCIPAL CONTACTS:

| | Name | Address | City & Zip | Phone | Fax |
|---|---|---|---|---|---|
| OWNER | GUADALUPE CALDERON | 3008 VOLCANO ROAD | PENITAS, TEXAS 78576 | | |
| OWNER | LINO VALLEJO | P.O. BOX 181 | PENITAS, TEXAS 78576 | | |
| OWNER | RICARDO BARCIA | P.O. BOX 743 | PENITAS, TEXAS 78576 | | |
| OWNER | RACHEL HINOJOSA | P.O. BOX 726 | PENITAS, TEXAS 78576 | | |
| ENGINEER | ALFONSO QUINTANILLA | 124 E. STUBBS | EDINBURG, TX 78539 | (956)381-6480 | (956)381-0857 |
| SURVEYOR | ALFONSO QUINTANILLA | 124 E. STUBBS | EDINBURG, TX 78539 | (956)381-6480 | (956)381-0857 |

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS — LAND SURVEYORS
124 E. STUBBS ST. — PHONE: 956-381-6480
EDINBURG, TEXAS 78539 — FAX: 956-381-0857
ENGINEERING REGISTRATION NUMBER F-1615 — EMAIL: OFFICE@QUINTANILLAENGINEER.COM
SURVEYING REGISTRATION NUMBER 100911-00

## REVISION NOTES

| No. | Mark | REVISION | Date | Approved |
|---|---|---|---|---|
| | | | | |
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| SHEET NO. 1 OF 3 SHEETS | SUBDIVISION PLAT OF VALLEJO SUBDIVISION | | | | |
|---|---|---|---|---|---|
| JOB NUMBER | DRAWN BY | CHECKED BY | APPROVED BY | | |
| 11-01 | MM | MARIO M. | AFONSO M. | | |

# PLANNING DEPARTMENT
## County Of Hidalgo

**Raul E. Sesin, P.E., CFM**
**PLANNING ADMINISTRATOR**

TO: Judge Ramon Garcia
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: August 17, 2011

RE: **Jardin Real Phase I Subdivision – Pct. 4**
**Preliminary Approval with Variance Request**

Jardin Real Subdivision is a thirty (30) lot subdivision located on the West side of Cesar Chavez Road, approximately 1000 feet South of Canton Road.

The proposed Subdivision lies within the City of Edinburg E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on March 29, 2011. The proposed subdivision lies within a Zone "B & AH" as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report drainage will be provided by a storm drainage pipe system with Type "A" inlets that will discharge into the HCDD No. 1 located adjacent to the South of the development. The developer is requesting a variance from the requirement on Section 3.4 of Appendix 5 County Construction Specification of the Hidalgo County Model Subdivision Rules.

The proposed subdivision plat was submitted to, reviewed, and approved by J. Benito Rodriguez, ROW Agent on July 28, 2011 subject to the utility permit for water and sewer from the ROW Department obtained under the City of Edinburg's name. The proposed subdivision plat will dedicate twenty (20) feet on Cesar Chavez Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by the City of Edinburg.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Cesar Chavez Road that will serve as the primary source of water for the proposed development.

Jardin Real is more than 5 acres and therefore requires a SWMP3 which will be submitted by the Contractor prior to commencing any work. An Assurance of Non-Disturbance Certification has been executed by the owner and engineer stating that Jardin Real Subdivision will not be initiated, including clearing or grading the land, until a Storm Water Management Pollution Prevention Plan (SWMP3) has been submitted to and approved by the Hidalgo County Environmental Compliance Division.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.
The Hidalgo County Advisory Board convened and recommended **Preliminary Approval with Variance Request** on **August 16, 2011** subject to staff comments and future recommendations by Planning and other departments

## LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

**Name of Subdivision:** **Jardin Real Phase I 3rd Review** **Page** Page 1 of 1

| Item Log | *DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Office of Environmental Compliance, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.* | Date | Initials |
|---|---|---|---|
| | | 08-11-2011 | JRT |
| | Please forward a sample warranty deed that the developer shall be utilizing to convey lots within this subdivision. The sample deed shall include the restriction *"No more than one single family detached dwelling shall be located on each lot"* as a reservation from and exception to conveyance warranty. | | |
| 22 | 1ST SHEET COMMENTS:<br>Please label all property corners with a surveyor monument. Make sure description of monument coincide with metes and bounds. | | |
| 26 | Please provide total acres on legal description below the subdivision name. | | |
| 29 | 2ND SHEET COMMENTS:<br>Please verify with NAWSC if they will required an exclusive easement along the rear side of lots 1 through 4 for the installation of the 8" water line. | | |
| 32 | An approved crossing permit from the HCR.OW. dept is required for the water line and the sanitary sewer line. | | |
| 33 | The water and sanitary sewer engineering report is incomplete. Please simplify the water and sanitary sewer description. | | |
| 34 | Please provide the subdivider certificate and statement. | | |
| 36 | 3RD SHEET COMMENTS:<br>Please provide spot topography elevation at 500 feet north of the subdivision boundary line. | | |
| 50 | **In accordance with Appendix 5 Section 3.4 of the Hidalgo County Subdivision Rules, the Subdivider shall obtain a letter of map amendment (LOMA) or a letter of map revision based on fill (LOMR-F) from FEMA prior to the approval of the plat by the County.** | | |
| 51 | Please provide irrigation district certification signature block on 1st sheet of the plat. | | |

**SAM** Engineering and **S**urveying, Inc.

SAMES

Reg. No. F-10802

200 South Cage Blvd., Pharr, Texas 78577, (P.O. Box 3353 Edinburg, TX. 78540)

August 12, 2011

Raul Sesin, P.E.
Planning Administrator
Hidalgo County Planning and Zoning
1304 S. 25th Street
Edinburg, Texas 78539

Re: Jardin Real Subdivision Phase I
Block 4, Lot 55, Alamo Land & Sugar Co. Subdivision, Vol. 1, PG 24-26 Map Records, Hidalgo County, Texas

Mr. Sesin,

We would like to request a variance from the Appendix 5 Section 3.4 of the Hidalgo County Subdivision Rules on the above mentioned project. This property sits on two different flood plains and the owner proposes to keep the natural grade as existing. The owner proposes to add a plat note requiring for the lots in the designated Zone AH to fill to above the plat note and obtain an elevation certificate. The owner acknowledges that homes in Zone AH may be required to obtain flood insurance.

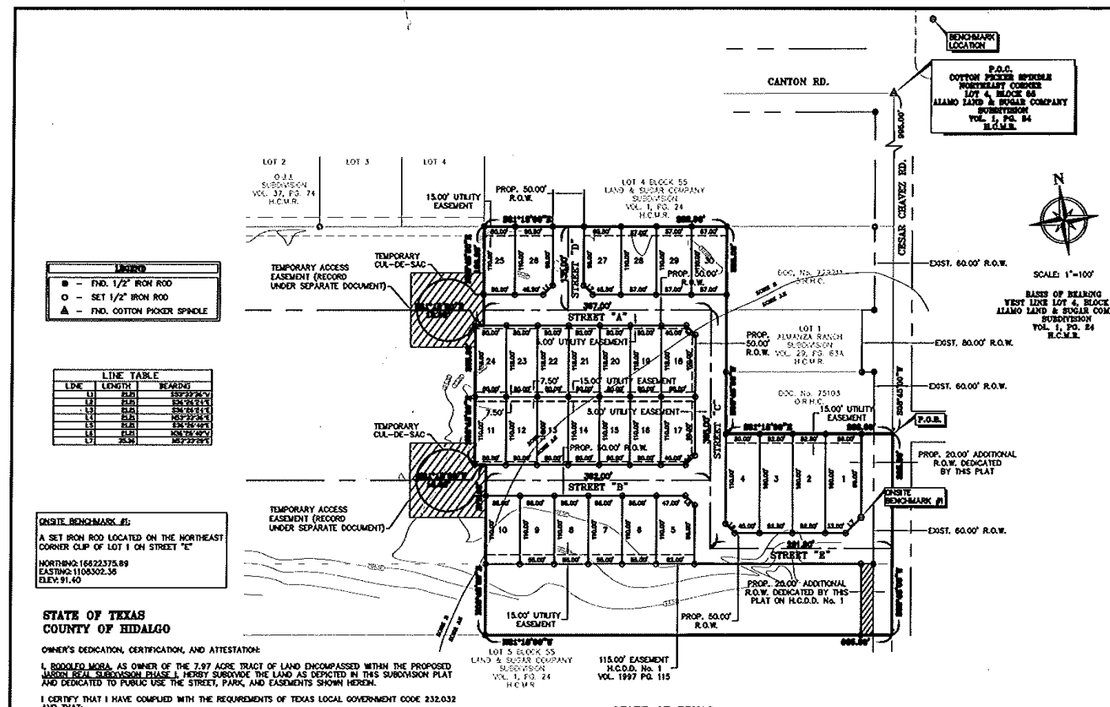
If you have any questions or require further information, please feel free to contact me at your convenience.

Respectfully,

Saul D. Maldonado, P.E.
Principal

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# JARDIN REAL SUBDIVISION PHASE I




ONSITE BENCHMARK #1:

A SET IRON ROD LOCATED ON THE NORTHEAST CORNER CLIP OF LOT 1 ON STREET "E"

NORTHING: 16822375.89
EASTING: 1108502.38
ELEV: 91.40

## STATE OF TEXAS
## COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION:

I, RODOLFO MORA, AS OWNER OF THE 7.97 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED JARDIN REAL SUBDIVISION PHASE I, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREON.

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

OWNER: RODOLFO MORA

ADDRESS: PO BOX 68
McALLEN, TEXAS 78503
HIDALGO COUNTY, TEXAS

## STATE OF TEXAS
## COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RODOLFO MORA, KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20___.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____ _____
DIRECTOR DATE

COUNTY CLERK'S RECORDED IN CERTIFICATE:

I, _____, COUNTY CLEARK OF HIDALGO, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____O'CLOCK_____ON_____
_____ AND WAS RECORDED IN BOOK _____ SHEET(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY AT_____O'CLOCK_____ON_____.

## STATE OF TEXAS
## COUNTY OF HIDALGO

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

_____ _____
MAYOR, CITY OF EDINBURG DATE

_____ _____
CITY CLERK DATE

## STATE OF TEXAS
## COUNTY OF HIDALGO

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

_____ _____
CHAIRPERSON, PLANNING AND ZONING COMMISSION DATE

## STATE OF TEXAS
## CERTIFICATE OF PLAT APPROVAL
## UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF JARDIN REAL WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ ____.

_____ _____
HIDALGO COUNTY JUDGE DATE

_____ _____
HIDALGO COUNTY CLERK DATE

## STATE OF TEXAS
## COUNTY OF HIDALGO

I, THE UNDERSIGNED, SAUL D. MALDONADO, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

SAUL D. MALDONADO
LICENSED
PROFESSIONAL ENGINEER

_____ _____ _____
SAUL D. MALDONADO, PE NO. 100320 DATE

## STATE OF TEXAS
## COUNTY OF HIDALGO

"KNOW ALL MEN BY THESE PRESENTS:

THAT I, SAMUEL D. MALDONADO, DO HEREBY CERTIFY, THAT I PREPARED THIS PLAT FROM AN ACTUAL ON THE GROUND SURVEY OF THE LAND AS DESCRIBED AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE PLATTING RULES AND REGULATIONS OF THE CITY OF EDINBURG.

STATE OF TEXAS
REGISTERED
SAMUEL D. MALDONADO
6027
PROFESSIONAL LAND SURVEYOR

_____ _____ _____
SAMUEL D. MALDONADO, RPLS NO. 6027 DATE

## STATE OF TEXAS
## CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF JARDIN REAL SUBDIVISION PHASE I WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____.

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

PRINCIPAL CONTACTS:

| | NAME | ADDRESS | CITY & ZIP | PHONE | FAX |
|---|---|---|---|---|---|
| OWNER: | RODOLFO MORA | PO BOX 68 | McALLEN, TEXAS 78501 | (956) 607-4452 | |
| ENGINEER: | SAUL D. MALDONADO, P.E. | 200 S. CAGE BLVD. | PHARR, TEXAS 78577 | (956) 702-8880 | (956) 702-8883 |
| SURVEYOR: | SAMUEL D. MALDONADO, RPLS. | 200 S. CAGE BLVD. | PHARR, TEXAS 78577 | (956) 702-8880 | (956) 702-8883 |

THAT PORTION OF THE SOUTH ONE-HALF (1/2) OF LOT FOUR (4), BLOCK FIFTY-FIVE (55), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP THEREOF RECORDED IN VOLUME 1 PAGE 24 THROUGH 26 OF THE MAP RECORDED OF SAID COUNTY; SAID SOUTH ONE-HALF 7.97 ACRE WAS AWARDED TO GLORIA GARZA (S.S.N. XXX-XX-5678) VIA A QUITCLAIM DEED RECORDED IN VOLUME 2877, PAGE 230, OFFICIAL RECORDS OF COUNTY.

GENERAL NOTES:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE: "B & AH"

BASE FLOOD ZONE ELEVATION:
"B" ELEV=94
"AH" ELEV=93

ZONE "B" COMMUNITY-PANEL No. 480334 0425 C DATED NOVEMBER 15, 1982
AREAS BETWEEN LIMITS OF 100-YEAR FLOODING AND 500-YEAR FLOODING; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

ZONE "AH" COMMUNITY-PANEL No. 480334 0425 C DATED NOVEMBER 15, 1982
AREAS OF 100-YEAR SHALLOW FLOODING WHERE DEPTHS ARE BETWEEN ONE (1) AND THREE (3) FEET, BASE FLOOD ELEVATIONS ARE SHOWN, BUT NO FLOOD HAZARD FACTORS ARE DETERMINED. ELEVATION CERTIFICATES REQUIRED PRIOR TO ISSUANCE OF BUILDING PERMIT.

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

2. SETBACKS:
FRONT: 25.00 FEET
REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE: 10.00 FEET
FRONT GARAGE/CAR PORT: 18.00 FEET

3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. NO COMMERCIAL USE SHALL BE ALLOWED.

5. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 24" ABOVE THE CENTER LINE OF THE STREET OR 24" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR DEVELOPMENT PERMIT APPLICATION.

6. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:
-->S.B.M. No. 1-ELEV.=93.02 N=16823585.29 E=1108507.78 DESCRIPTION: SANITARY SEWER MANHOLE FOUND AT THE NORTH EAST CORNER OF THE INTERSECTION OF CANTON RD. AND CESAR CHAVEZ RD.

7. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 90.374 CUBIC-FEET 2.025 ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS).

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

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

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

11. CROSS HATCHED AREA IS A TEMPORARY EASEMENT FOR TURN-AROUND UNTIL STREET IS EXTENDED (WEST) IN A RECORDED PLAT. SAID TEMPORARY EASEMENT SHALL BE AUTOMATICALLY ABANDONED UPON THE CONSTRUCTION OF A DEDICATED STREET TO THE (WEST).

12. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

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

14. NO DRIVEWAY ACCESS WILL BE ALLOWED FROM CESAR CHAVEZ RD. ON LOT 1.

15. A FIVE (5.0) FOOT SIDEWALK WITH ADA RAMPS IS REQUIRED ALONG THE WEST SIDE OF CESAR CHAVEZ ROAD FOR THE BOUNDARY OF THE SUBDIVISION AND A FOUR (4.0) FOOT WIDE SIDEWALK FOUR (4.0) FEET BEHIND BACK OF CURB IS REQUIRED ON BOTH SIDES OF RESIDENTIAL INTERIOR REQUIRED BY THE CITY.

16. FOUR (4.0) FOOT SIDEWALKS ALONG INTERIOR STREETS TO BE CONSTRUCTED BY DEVELOPER OR LOT OWNER.

17. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.

RIGHT OF WAY EASEMENT:

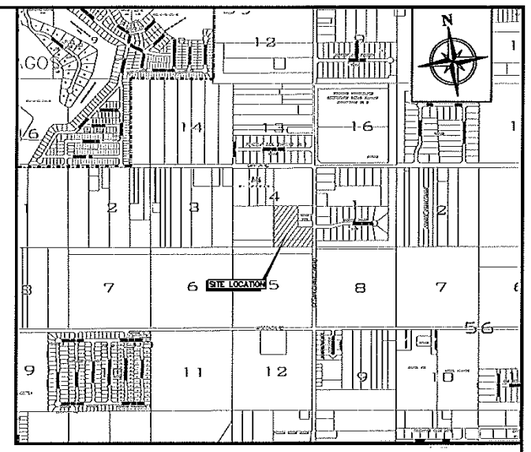
KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE (HEREINAFTER CALLED "GRANTEE"), THE NORTH ALAMO WATER SUPPLY CORPORATION, CONSIDERATION PAID BY, RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED, THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN, THUS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS____DAY OF 200____.

_____
DEVELOPER

INDEX TO SHEET JARDIN REAL SUBDIVISION PHASE I


| | |
|---|---|
| 1 | LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; REVISION NOTES. |
| 2 | WATER DISTRIBUTION AND SANITARY SEWER MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER CERTIFICATE AND STATEMENT. |
| 3 | DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES TYPICAL ROADWAY SECTION; CURB AND GUTTER SECTION VALLEY GUTTER SECTION. |


LOCATION MAP
SCALE: 1"=1000'

JARDIN REAL SUBDIVISION PHASE I IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 4 IN THE CENTRAL PART OF HIDALGO COUNTY AT THE SOUTHWEST INTERSECTION OF CESAR CHAVEZ AND CANTON ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG POPULATION 29,424 (AS OF 2011 CENSUS). JARDIN REAL SUBDIVISION PHASE I APPROXIMATELY 0.74 OF A MILE FROM THE CITY LIMITS OF EDINBURG AND IS WITHIN THE CITY'S 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE 42.021.

## METES AND BOUNDS

A 7.97 ACRE (347,350.00 SQFT.) TRACT OF LAND OUT OF A PORTION OF THE SOUTH ONE-HALF (1/2) OF LOT FOUR (4), BLOCK FIFTY-FIVE (55), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP THEREOF RECORDED IN VOLUME 1 PAGE 24 THROUGH 26 OF THE MAP RECORDED OF SAID COUNTY; SAID SOUTH ONE-HALF WAS AWARDED TO GLORIA GARZA (S.S.N. XXX-XX-5678) VIA A QUITCLAIM DEED RECORDED IN VOLUME 2877, PAGE 230, OFFICIAL RECORDS OF COUNTY; SAID PORTION OF SAID SOUTH ONE-HALF BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A COTTON PICKER SPINDLE FOUND AT THE NORTHEAST CORNER OF SAID LOT, THENCE WITH THE EAST LINE OF SAID LOT , THE CENTERLINE OF CESAR CHAVEZ ROAD, SOUTH 08°45'00" WEST, AT 666.00 FEET PASS THE NORTHEAST CORNER OF SAID SOUTH HALF OF LOT 4, AT 995.00 FEET ON ALL TO THE SOUTHWEST CORNER OF THIS TRACT DESCRIBED IN A DEED OF TRUST RECORDED IN DOCUMENT NO. 752103 OFFICIAL RECORDS OF SAID COUNTY, FOR THE MOST SOUTHERLY NORTHEAST CORNER OF THIS TRACT AND PLACE OF BEGINNING;

THENCE CONTINUING WITH SAID EAST LINE OF SAID LOT, SOUTH 08°45'00" WEST, AT 210.00 FEET PASS THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 NORTH RIGHT OF WAY OF THAT EASEMENT ACCORDING TO VOLUME 1997, PAGE 115, OFFICIAL RECORDS, AT 325.00 FEET IN ALL TO THE SOUTHEAST CORNER OF SAID LOT 4, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE WITH THE SOUTH LINE OF SAID LOT FOUR (4), BLOCK FIFTY-FIVE (55), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, NORTH 81°15'00" WEST A DISTANCE OF 658.00 IN ALL TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD SET FOR THE SOUTHWEST CORNER HEREOF;

THENCE NORTH 08°45'00" EAST, AT 115.00 FEET ALONG AND PARALLEL WITH THE EAST LINE OF LOT FOUR (4), BLOCK FIFTY-FIVE (55), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, PAST THE NORTH RIGHT OF WAY LINE OF SAID EASEMENT, AT 275.00 FEET IN ALL TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD SET FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE NORTH 81°15'00" WEST, A DISTANCE OF 18.00 FEET ALONG AND PARALLEL WITH THE SOUTH LINE OF LOT FOUR (4), BLOCK FIFTY-FIVE (55), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD SET FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE NORTH 08°45'00" EAST, A DISTANCE OF 255.00' ALONG AND PARALLEL WITH THE EAST LINE OF LOT FOUR (4), BLOCK FIFTY-FIVE (55), ALAMO LAND AND SUGAR COMPANY SUBDIVISION TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD SET FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE SOUTH 81°15'00" EAST, A DISTANCE OF 18.00 FEET ALONG AND PARALLEL WITH THE SOUTH LINE OF LOT FOUR (4), BLOCK FIFTY-FIVE (55), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD SET FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE NORTH 08°45'00" EAST, A DISTANCE OF 150.00' ALONG AND PARALLEL WITH THE EAST LINE OF LOT FOUR (4), BLOCK FIFTY-FIVE (55), ALAMO LAND AND SUGAR COMPANY SUBDIVISION TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD FOUND ON THE SOUTH LINE OF ALVESSA PEREZ'S TRACT DESCRIBED IN VOLUME 2237, PAGE 623, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE SOUTH 81°15'00" EAST, A DISTANCE OF 393.00 FEET ALONGTHE SOUTH LINE OF ALVESSA PEREZ'S TRACT TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD FOUND ON THE NORTHWEST CORNER OF FOR THE MOST NORTHERLY NORTHEAST CORNER OF THIS TRACT;

THENCE WITH THE WEST LINE OF THAT TRACT DESCRIBED IN DOCUMENT NO. 729211 OFFICIAL RECORDS, AND THE WEST LINE OF ALMANZA RANCH SUBDIVISION RECORDED IN VOLUME 29, PAGE 83 OF THE MAP RECORDS OF SAID COUNTY, SOUTH 08°45'00" WEST, AT 133.00 FEET PASS THE NORTHWEST OF SAID ALMANZA RANCH SUBDIVISION, AT 235.00 FEET PASS THE SOUTHWEST CORNER OF SAID ALMANZA SUBDIVISION, AT 335.00 FEET IN ALL TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD FOUND, THE SOUTHWEST CORNER OF THAT TRACT DESCRIBED IN DOCUMENT NO. 752103 OFFICIAL RECORDS FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE SOUTH 81°15'00" EAST, AT 218.00 FEET FOUND A ONE-HALF (1/2) INCH DIAMETER IRON PIPE AT THE WEST RIGHT OF WAY OF CESAR CHAVEZ ROAD, AT 268.00 FEET IN ALL TO THE PLACE OF BEGINNING, CONTAINING 7.97 ACRES (347,372.00 SQFT.) OF LAND MORE OR LESS.

DATE OF PREPARATION: AUGUST, 2011

REGISTRATION # F-10802


SAMES SAM Engineering & Surveying, Inc.
200 S. CAGE BLVD. TEL. (956) 702-8880
PHARR, TEXAS 78577 FAX: (956) 702-8883



N:\AMES\Jobs\2011\11001 JARDIN REAL\dwg\11-11-11 PLAT.dwg, 11-11-11 PLAT, 8/5/2011 10:55:56 AM, John H

# PLANNING DEPARTMENT
## County Of Hidalgo

**Raul E. Sesin, P.E., CFM**
**PLANNING ADMINISTRATOR**

TO: Judge Ramon Garcia
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: August 17, 2011

RE: **Miraflores Estates, LLC Subdivision – Pct. 1**
**Preliminary Approval**

Miraflores Estates, LLC is a thirty two (32) lot subdivision located on the South side of Mile 11 ½ North Road, approximately ¼ mile West of Old La Blanca Road.

The proposed Subdivision lies within the City of Donna E.T.J. and we have received authorization from them to be the lead entity in processing the proposed subdivision. The City will still be conducting an administrative staff review for the plat and will sign off on the final approved plat by the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on July 14, 2011. The proposed subdivision lies within a Zone "C" as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report, drainage will be provided by on-site detention swales and a 12" RCP down drain with grated top that will discharge into the Donna Irrigation Drainage Ditch located adjacent to the South of the development.

The proposed subdivision plat was submitted to, reviewed, and approved by Roy Gonzalez, ROW Agent on April 27, 2011. The proposed subdivision plat will dedicate forty (40) feet on Mile 11 ½ North Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis Test were conducted by Jose A. Gonzalez and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Mile 11 ½ North Road that will serve as the primary source of water for the proposed development.

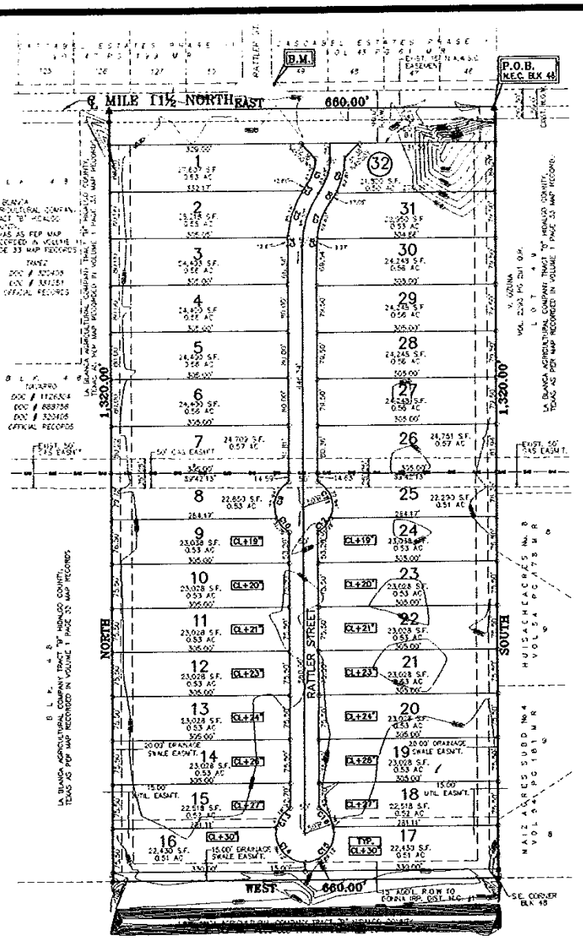
The proposed subdivision is more than 5 acres and therefore requires a SWMP3 which will be submitted by the Contractor prior to commencing any work. An Assurance of Non-Disturbance Certification has been executed by the owner and engineer stating that Miraflores Estates Subdivision will not be initiated, including clearing or grading the land, until a Storm Water Management Pollution Prevention Plan (SWMP3) has been submitted to and approved by the Hidalgo County Environmental Compliance Division.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.
The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **August 16, 2011** subject to staff comments, future recommendations by Planning and other departments and approval from the City of Donna.

## LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

**Name of Subdivision:** **Miraflores Estates 1st Review** **Page** Page 1 of 1

| Item Log | *DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.* | Date | Initials |
|---|---|---|---|
| | | 08-05-2011 | JRT |
| | Please forward a sample warranty deed that the developer shall be utilizing to convey lots within this subdivision. The sample deed shall include the restriction *"No more than one single family detached dwelling shall be located on each lot"* as a reservation from and exception to conveyance warranty. | | |
| 1 | 1ST SHEET COMMENTS: Please label if the 50 gas easement is existing w/ document number or it will be dedicated by this plat. | | |
| 2 | Please provide name of gas company clamming ownership of easement. | | |
| 3 | Please make all notations more legible and avoid text overlapping. Refer to redline markups | | |
| 4 | Please trim lot line at subdivision entrance "Rattler Street ROW". Refer to redline markups. | | |
| 5 | Please make all contour elevation more legible. | | |
| 6 | Please provide separation distance for the offset centerline. Refer to redline markups. | | |
| 7 | Please label and dimension the total existing canal right of way width along the south subdivision boundary line. | | |
| 8 | Please delete restriction within parenthesis on plat note 5. It contradicts with the last sentence of the plat note. | | |
| 9 | 2ND SHEET COMMENTS: Crossing permit for water line will be required from the HCR.OW. and gas company. | | |
| 10 | Please provide flange elevation for all proposed fire hydrant. | | |
| 11 | Please provide complete data from the soil evaluator on OSSF engineering. | | |
| 12 | 3RD SHEET COMMENTS: Please provide spot topography elevation. | | |
| 13 | Please provide a separate blow out detail with tie down dimension from lot line to structure for the existing residence in lot 32. | | |
| 14 | Please label and dimension the existing pavement width for Mile 11 ½ North Rd. | | |
| 15 | Please provide spot topography elevation at 500 feet from the east boundary line of the subdivision. | | |
| 16 | An approved discharge permit will be required before final approval can be granted. | | |
| 17 | Please correct leader line pointer on street cross section typical detail. | | |




SCALE: 1"=100'

**LEGEND**

- ▲ = SPINDLE FOUND
- ● = 1/2 INCH IRON ROD FOUND
- ○ = 1/2 INCH IRON ROD SET

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA | TANGENT | CHORD |
| C1 | 47.75' | 75.00' | 36°29'10" | 24.72' | 46.96' |
| C2 | 55.16' | 175.00' | 18°03'50" | 27.84' | 54.93' |
| C3 | 12.61' | 175.00' | 4°07'47" | 6.31' | 12.61' |
| C4 | 13.07' | 175.00' | 4°16'34" | 6.54' | 13.07' |
| C5 | 42.07' | 175.00' | 13°46'24" | 21.08' | 42.00' |
| C6 | 17.45' | 125.00' | 7°59'57" | 8.74' | 17.44' |
| C7 | 64.13' | 125.00' | 29°24'03" | 32.75' | 63.44' |
| C8 | 9.07' | 125.00' | 4°09'36" | 4.54' | 9.07' |
| C9 | 72.04' | 50.00' | 82°32'41" | 44.69' | 65.94' |
| C10 | 31.78' | 50.00' | 36°25'10" | 16.45' | 31.25' |
| C11 | 72.04' | 50.00' | 82°32'41" | 44.69' | 65.94' |
| C12 | 31.78' | 50.00' | 36°25'10" | 16.45' | 31.25' |
| C13 | 81.75' | 50.00' | 93°39'40" | 72.29' | 73.04' |
| C14 | 33.33' | 50.00' | 38°10'50" | 17.33' | 32.72' |
| C15 | 89.12' | 50.00' | 102°07'50" | 61.88' | 77.78' |
| C16 | 81.75' | 50.00' | 93°39'40" | 72.29' | 73.04' |

**GENERAL PLAT NOTES:**

1. MINIMUM FINISH FLOOR ELEVATION SHALL BE AT 18" ABOVE THE CENTER LOCATION OF THE ROAD WHEN MEASURED AT THE CENTER POINT OF ALL THE LOTS AS NOTED ON THE PLAT ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A FEDERALLY MAPPED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY THAT THE FINISH FLOOR ELEVATIONS ARE ABOVE THE ELEVATIONS REQUIRED BY THE LOCAL FLOODPLAIN ORDINANCE. ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

2. THIS SUBDIVISION IS LOCATED IN ZONE "C" (AREAS OF MINIMAL FLOOD) AS SHOWN ON THE FLOOD INSURANCE RATE MAP (FIRM) FOR HIDALGO COUNTY, TEXAS AND INCORPORATED AREAS, PANEL NUMBER 480334 0425 C EFFECTIVE DATE: SEPTEMBER 30, 1982 AND AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.

FEMA FLOOD INSURANCE RATE MAPS
COMMUNITY PANEL NO. 480334 0425 C REVISED NOV. 16, 1982

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

3. MINIMUM BUILDING SETBACKS ARE AS FOLLOWS:
   (A) FRONT: SHALL BE 25 FEET.
   (B) REAR — 35 FEET
   SIDE — 6 FEET OR EASEMENT WHICHEVER IS GREATER
   SIDE CORNER — 15 FEET OR EASEMENTS WHICHEVER IS GREATER
   IN ALL CASES, EXCEPT FOR LOT 32, A ITS EXISTING HOUSE IF & WHEN THE HOUSE IS RECONSTRUCTED OR AN ADDITION, THEN LOT 32 MUST MEET 15' W/ S.B.

4. B.M. #1 = ELEV. 72.42' (NAVD 1988). TOP OF WATER VALVE LOCATED IN THE N.E. CORNER OF MILE 11 1/2 N. ROD. AND RATTLER ST.

5. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
   NO LESS THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. ANY OTHER USE SHALL REQUIRE PLANNING DEPT., HEALTH DEPT., AND FIRE MARSHALL APPROVAL. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED FOR TO OCCUPYING THE LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL LOTS.

6. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUSHES(S), SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18" HIGH, FLOWERS, LOW GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

7. [illegible] SHALL CONSTRUCT A STATEMENT ACKNOWLEDGING HOW SAID WATER, SEWER ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

8. CORNER MARKERS, CONSISTING OF A ONE-HALF (1/2) INCH STEEL ROD 18 INCHES IN LENGTH, WITH PLASTIC CAP STAMPED "RIO DELTA SURVEYING", HAVE BEEN DRIVEN FLUSH WITH THE GROUND AT ALL CORNERS OF ALL LOTS.

9. DONNA IRR. DIST. NO. #1 IS IN CHARGE OF THE IRR. AND DRAINAGE DITCH & MAINTENANCE.

10. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.

11. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 33.936 CUBIC FEET/1.208 ACRE-FEET OR 1,258 CUBIC FEET PER LOT) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET NO. 3 FOR STORM SEWER IMPROVEMENTS).

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

13. KINDEL A. BENNETT, THE OWNER & SUBDIVIDER OF MIRAFLORES ESTATES, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

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

15. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALE OR UTILITY EASEMENTS. EACH DRAINAGE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUSHES, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALES. LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF DRAINAGE SWALE.

16. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION AT THE TIME OF THE SURVEY.

**HIDALGO COUNTY**
**CERTIFICATE OF PLAT APPROVAL**

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MIRAFLORES ESTATES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

ON _____

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

**HIDALGO COUNTY**
**CERTIFICATE OF PLAT APPROVAL**

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MIRAFLORES ESTATES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON _____

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

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

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

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

MIRAFLORES ESTATES IS LOCATED ABOUT 1/4 MILE WEST OF OLD LA BLANCA RD. AND ALONG THE SOUTH SIDE OF MILE 11 1/2 NORTH ROAD. THE EXACT EXTRATERRITORIAL MUNICIPALITY IS HITE CITY OF DONNA, ACCORDING TO THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF DONNA/POPULATION 16,486) AND HIDALGO COUNTY PLANNING DEPARTMENT. THIS SUBDIVISION LIES IN A 3 1/2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF DONNA. LOCAL GOVERNMENT CODE §212.001 PREPACT. No. 1.

**PRINCIPAL CONTACTS:**

| | Name | Address | City & Zip | Phone | Fax |
|---|---|---|---|---|---|
| OWNER: | KINDEL A. BENNETT-BENNETT-FLORES INVESTMENTS, LLC. | P.O. BOX 965 | LA BLANCA, TX 78558 | (956) 464-6431 | (956) 464-2697 |
| ENGINEER: | RAMSEY S. KHADEMI, P.E. | 410 E. DOVE AVE. | MCALLEN, TX 78504 | (956) 630-2125 | (956) 630-2219 |
| SURVEYOR: | JOSE MARIO GONZALEZ, R.P.L.S. | 8209 MATEO ESCOBAR | MONTE ALTO, TX 78538 | (956) 380-3154 | (956) 380-3156 |

**METES AND BOUNDS**

BEING THE EAST 20.00 ACRES OF BLOCK 48, LA BLANCA AGRICULTURAL COMPANY TRACT "B" HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 1 PAGE 33 MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 20.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A SPINDLE FOUND AT THE NORTHEAST CORNER OF BLOCK 48, FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING.

THENCE SOUTH, WITH THE EAST LINE OF SAID BLOCK 48, AT 20.00 FEET PASS A 3" IRON ROD SET AT THE SOUTH RIGHT-OF-WAY LINE OF EXISTING ROAD (MILE 11½ NORTH ROAD), AT 1320.00 FEET IN ALL TO A 3" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID BLOCK 48 FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE WEST, WITH THE SOUTH LINE OF SAID BLOCK 48, A DISTANCE OF 650.00 FEET TO A 3" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE NORTH, AT 1300.00 FEET PASS A 3" IRON ROD FOUND AT THE SOUTH RIGHT-OF-WAY LINE OF SAID EXISTING ROAD (MILE 11½ NORTH ROAD), AT 1320.00 FEET IN ALL TO A SPINDLE FOUND AT THE NORTH LINE OF SAID BLOCK 48 FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE EAST, WITH THE NORTH LINE OF SAID BLOCK 48, A DISTANCE OF 650.00 FEET TO THE POINT OF BEGINNING, CONTAINING 20.00 ACRES OF LAND MORE OR LESS.

**RIGHT OF WAY EASEMENT**

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

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

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

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

IN WITNESS WHEREOF this said Grantor executed this instrument this ____ day of _____, 20__.

_____
KINDEL A. BENNETT
P.O. BOX 965
LA BLANCA, TEXAS, TX 78558

**STATE OF TEXAS**
**COUNTY OF HIDALGO**

THIS SUBDIVISION PLAT OF MIRAFLORES ESTATES SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF DONNA, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION

DATED THIS _____ DAY OF _____, A.D.,_____

_____
CHAIRMAN

SHEET 1 OF 3

# PLAT OF MIRAFLORES ESTATES SUBDIVISION

THE EAST 20.00 ACRES OF BLOCK 48, LA BLANCA AGRICULTURAL COMPANY TRACT "B" HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 1 PAGE 33 MAP RECORDS OF HIDALGO COUNTY, TEXAS

PREPARED BY: R. K. ENGINEERING CONSULTANT
DATE: JULY, 2011

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

I, KINDEL A. BENNETT, A MARRIED PERSON, AS OWNER OF THE 20.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE EXTERIOR BOUNDARIES OF MIRAFLORES ESTATES SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS MIRAFLORES ESTATES SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK, AND EASEMENTS SHOWN HEREON.

I CERTIFY THAT I MADE (OR) CAUSED TO BE MADE A SURVEY ON THE PROPERTY DESCRIBED HEREON AND THAT ALL CORNERS AND ANGLE POINTS OF THE BOUNDARY OF THE SUBDIVISION ARE PROPERLY MARKED WITH IRON RODS OF NOT LESS THAN 5/8 INCH IN DIAMETER AND 24 INCHES IN LENGTH, AND THAT THE LOTS AND STREETS SHOWN HEREON ARE PROPERLY LOCATED WITH RESPECT TO AN EXISTING PERMANENT BENCH MARK OR MONUMENT.

I CERTIFY THAT THE PROPERTY SHOWN HEREON IS NOT LOCATED WITHIN A FLOOD HAZARD AREA AS DESIGNATED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AS SHOWN ON THE FLOOD INSURANCE RATE MAP (FIRM) FOR HIDALGO COUNTY, TEXAS AND INCORPORATED AREAS, PANEL NUMBER 480334 0425 C EFFECTIVE DATE: SEPTEMBER 30, 1982 AND AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.

I CERTIFY THAT I MADE (OR) CAUSED TO BE MADE THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS (OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

_____
OWNER: KINDEL A. BENNETT, PRESIDENT
MGP DEVELOPMENT, LLC, A TX. L.P., BY BENNETT-FLORES INVESTMENTS, CO., LLC, A TX. L.L. CO. IN ITS GENERAL PARTNER
P.O. BOX 965
LA BLANCA, TX 78558

**STATE OF TEXAS**
**COUNTY OF HIDALGO**

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED, KINDEL A. BENNETT KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF_____, 20 ____

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES

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

ATTEST: _____ _____
SECRETARY — MAYOR, CITY OF DONNA, TEXAS

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT ON THIS _____ DAY OF _____, 20____.

_____ _____
PRESIDENT — SECRETARY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
(UNDER LOCAL GOVERNMENT CODE § 232.0028)

WE THE UNDERSIGNED CERTIFY THAT THE PLAT OF THE MIRAFLORES ESTATES SUBDIVISION, WAS reviewed and approved by the Hidalgo County Commissioners Court on _____

_____ _____
Hidalgo County Judge — Date

ATTEST: _____ _____
Hidalgo County Clerk — Date

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

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

BY: _____
_____

**STATE OF TEXAS**
**COUNTY OF HIDALGO**

I, RAMSEY S. KHADEMI, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____
RAMSEY S. KHADEMI, P.E.
REG. PROFESSIONAL ENGINEER No. 57767
7-15-11

RAMSEY S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS

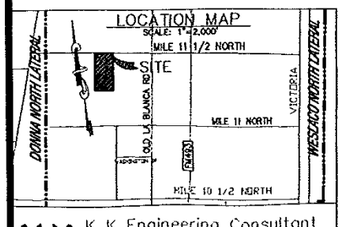
**STATE OF TEXAS**
**COUNTY OF HIDALGO**

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE MIRAFLORES ESTATES SUBDIVISION WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION.

_____ 7-15-11
JOSE MARIO GONZALEZ — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5571
RIO DELTA SURVEYING
8209 MATEO ESCOBAR
MONTE ALTO, TX 78538

JESSE MARIO GONZALEZ
5571
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS

**LOCATION MAP**
SCALE: 1"=2,000'




K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(TBPE REGISTRATION # F-1334)
410 E. DOVE
P.O. BOX 3922 — McALLEN, TEXAS 78502
(956) 630-2125 — FAX (956) 630-2219

**INDEX TO SHEETS OF MIRAFLORES ESTATES SUBDIVISION**

| | |
|---|---|
| SHEET 1 | HEADING, INDEX, LOCATION MAP, AND ETC PRINCIPAL CONTACTS |
| | PLAT WITH LOT, STREETS, AND EASEMENT DESCRIPTIONS, LEGAL DESCRIPTION (METES AND BOUNDS), SURVEYOR'S AND ENGINEER'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION, CITY APPROVAL CERTIFICATE, SOUTH TEXAS'S RECORDING CERTIFICATE, HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL, DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED. |
| SHEET 2 | FACILITIES PLAN & CERTIFICATION DONNA IRRIGATION DISTRICT NO. #1, WC #1 AND ROAD REVISION NOTES. |
| | WATER DESCRIPTION AND SANITARY SEWER MAP, TYPICAL WATER SERVICE CONNECTION, REVISION NOTES. |
| | ENGINEERING REPORT (ENGLISH AND SPANISH VERSIONS). |
| | ENGINEERING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS). |
| | OWNERS DEDICATION, CERTIFICATION, AND ATTESTATION. |
| SHEET 3 | WATER DISTRIBUTION AND SANITARY SEWER MAP, TYPICAL WATER SERVICE CONNECTION |
| | DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE. |
| | "TOPOGRAPHIC MAP OF THE PROPERTY AND DRAINAGE AND ENGINEERS CERTIFICATION, REVISION NOTES, & CONSTRUCTION DETAILS. |

# PLANNING DEPARTMENT
## County Of Hidalgo

**Raul E. Sesin, P.E., CFM**
**PLANNING ADMINISTRATOR**

TO: Judge Ramon Garcia
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: August 17, 2011

RE: **La Victoria Phase I Subdivision – Pct. 1**
**Preliminary Approval**

La Victoria Phase I is a ninety two (92) lot subdivision located on the West side of Victoria Road, approximately 660 feet South of Walker Road.

The proposed Subdivision lies within the City of Donna E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on August 4, 2011. The proposed subdivision lies within a Zone "B" as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report, drainage will be provided by Storm Drainage Pipe System with Type "A" inlets that will discharge into the HCDD No. 1 Drain Ditch located adjacent to the West of the development.

The proposed subdivision plat was submitted to, reviewed, and approved by Roy Gonzalez, ROW Agent on August 05, 2011. The proposed subdivision plat will dedicate thirty (30) feet on Victoria Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

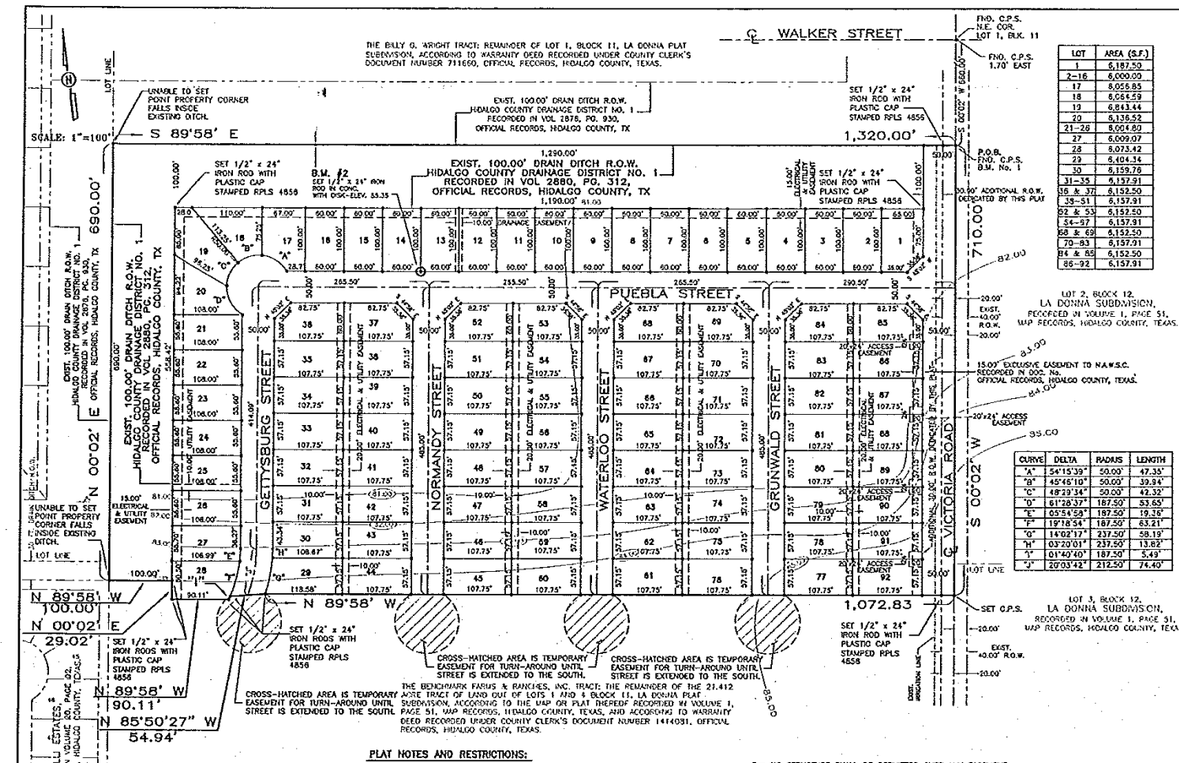
Sanitary Sewer Services will be provided by the City of Donna.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing six (6) inch waterline on Victoria Road that will serve as the primary source of water for the proposed development.

The proposed subdivision is more than 5 acres and therefore requires a SWMP3 which was submitted, reviewed, and approved by Hidalgo County Office of Environmental Compliance on April 14, 2011. In addition, a copy of the project's Notice of Intent (NOI) was submitted and approved by TCEQ and a copy was forwarded to the Hidalgo County Office of Environmental Compliance.

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

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **August 16, 2011** subject to staff comments, future recommendations by Planning and other departments and approval from the City of Donna.




| LOT | AREA (S.F.) |
|---|---|
| 1 | 5,187.50 |
| 2-16 | 6,000.00 |
| 17 | 8,055.85 |
| 18 | 6,064.59 |
| 19 | 6,843.44 |
| 20 | 8,136.52 |
| 21-26 | 8,004.60 |
| 27 | 6,009.07 |
| 28 | 8,023.42 |
| 29 | 8,104.34 |
| 30 | 8,159.78 |
| 31-35 | 6,157.91 |
| 36 & 37 | 6,152.50 |
| 38-51 | 6,157.91 |
| 52 & 53 | 6,152.50 |
| 54-57 | 6,157.91 |
| 58 & 59 | 6,152.50 |
| 70-83 | 6,157.91 |
| 84 & 85 | 6,152.50 |
| 86-92 | 6,157.91 |

| CURVE | DELTA | RADIUS | LENGTH |
|---|---|---|---|
| "A" | 54°15'39" | 50.00' | 47.35' |
| "B" | 45°46'10" | 50.00' | 39.94' |
| "C" | 48°29'34" | 50.00' | 42.32' |
| "D" | 61°28'37" | 187.50' | 53.65' |
| "E" | 05°54'58" | 187.50' | 19.36' |
| "F" | 19°18'54" | 187.50' | 63.21' |
| "G" | 14°02'17" | 237.50' | 58.19' |
| "H" | 03°20'01" | 237.50' | 13.82' |
| "I" | 01°40'40" | 187.50' | 5.49' |
| "J" | 20°03'42" | 212.50' | 74.40' |

## PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE " B "
AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. (MEDIUM SHADING)
C.P.N. 480334 0525 B, MAP REVISED: JANUARY 2, 1981.

2.– LEGEND ● – DENOTES 1/2"x24" IRON ROD SET WITH PLASTIC CAP STAMPED R.P.L.S. 4856, UNLESS OTHERWISE NOTED.

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL THE FOLLOWING LOTS 1 THROUGH 92. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

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

5.– MINIMUM BUILDING SETBACK LINES:

| | |
|---|---|
| FRONT | 25.00' |
| FRONT–LA VICTORIA ROAD | 50.00' |
| REAR | 15.00' |
| SIDE | 6.00' |
| SIDE ABUTTING STREET | 10.00 |
| FRONT CUL-DE-SAC | 15.00' |

OR TO EASEMENT LINE WHICHEVER IS GREATER IN ALL CASES

6.– THIS SUBDIVISION WILL BE PROVIDED BY SANITARY SEWER BY THE CITY OF DONNA.
CLEARANCES FOR WATER METERS:
AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).

7.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF 32,230.00 CUBIC –FEET 1.69 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No.3.

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

9.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1: ELEV. =50.12 FND. C.P.S. ON VICTORIA ROAD LOCATED AT NORTHEAST CORNER OF THIS SUBDIVISION. N.A.V.D. 88 DATUM.
B.M. No.2– ELEVATION=50.75 LOCATED ON 1/2" IRON ROD SET IN CONC. PAD, 0.6' ON THE SOUTHWEST CORNER OF LOT 13. N.A.V.D. 88 DATUM.

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

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

12.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

13.– NO INDIVIDUAL LOT DRIVEWAY ACCESS WILL BE ALLOWED FROM VICTORIA ROAD ON TO LOTS 85 THROUGH 92. A 24 FOOT SHARED DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY DEVELOPER BETWEEN LOTS 85 & 86, 87 & 88, 89, & 90 AND 91 & 92 TO PROVIDE INGRESS AND EGRESS FROM VICTORIA ROAD.

14.– A BUFFER FENCE WILL BE PLACED ON LOTS ABUTTING DRAIN DITCH R.O.W. BY LOT OWNER

15.– CROSS-HATCHED AREA IS TEMPORARY EASEMENT FOR TURN-AROUND UNTIL STREET IS EXTENDED TO THE SOUTH IN A RECORDED PLAT. SAID TEMPORARY EASEMENT SHALL BE AUTOMATICALLY ABANDONED UPON THE CONSTRUCTION OF A DEDICATED STREET TO THE SOUTH.

16.– NO ACCESS SHALL BE ALLOWED ON TO LOT 1 FROM VICTORIA ROAD.

## INDEX OF SHEETS


SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS: MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION; NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, PLAT ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES. HCDD NO. 1 CERTIFICATION, H.C. RIGHT OF WAY CERTIFICATE, DONNA IRRIGATION DIST. APPROVAL. NORTH ALAMO WSC STATEMENT

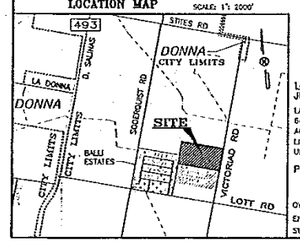
SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT, REVISION NOTES.

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION, CONSTRUCTION DETAILS, REVISION NOTES.


REVISION NOTES

| No. | Sheet | REVISION | Date | Approved |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

LOCATION MAP SCALE: 1" 2000'




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

LA VICTORIA SUBDIVISION PHASE I IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE WEST SIDE OF VICTORIA SUBDIVISION AND APPROXIMATELY 650.00 FEET SOUTH OF ITS INTERSECTION WITH WALKER STREET. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 14,768), LA VICTORIA SUBDIVISION PHASE I LIES APPROXIMATELY 1/2 MILE FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. LIES IN PCT. 1

PRINCIPAL CONTACTS:

| | Name | Address | City & Zip | Phone | Fax |
|---|---|---|---|---|---|
| OWNER: | BENCHMARK FARMS & RANCHES, INC. PAUL DANEC | P.O. BOX 720821 | McALLEN, TX. 78504 | (956) 383-1507 | (956) 383-5762 |
| ENGINEER: | ALFONSO QUINTANILLA | 124 E. STUBBS | EDINBURG, TX 78539 | (956) 381-6480 | (956)351-0527 |
| SURVEYOR: | ALFONSO QUINTANILLA | 124 E. STUBBS | EDINBURG, TX 78539 | (956) 381-6480 | (956)351-0527 |


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


SUBDIVISION PLAT OF:

# LA VICTORIA SUBDIVISION PHASE I

A 21.491 ACRE TRACT OF LAND OUT OF LOTS 1 AND 4 BLOCK 11, LA DONNA PLAT SUBDIMSION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 51, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1414081, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 21.491 ACRE TRACT OF LAND OUT OF LOTS 1 AND 4 BLOCK 11, LA DONNA PLAT SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 51, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1414081, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE FOUND ON THE EAST LINE OF LOT 1 AND IN THE CENTERLINE OF VICTORIA ROAD FOR THE SOUTHEAST CORNER OF THE BILLY G. WRIGHT TRACT (REMAINDER OF LOT 1, BLOCK 11, LA DONNA PLAT SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 711660, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 00°02'W, 660.00 FEET FROM THE NORTHEAST CORNER OF LOT 1.

THENCE; S 00°02'W, ALONG THE EAST LINE OF LOTS 1 AND 4, AND THE CENTERLINE OF VICTORIA ROAD, A DISTANCE OF 710.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 89°58'W, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 20.00 FEET FOR THE WEST RIGHT OF WAY LINE OF VICTORIA ROAD, A TOTAL DISTANCE OF 1,072.83 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 85°50'27"W, A DISTANCE OF 54.94 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; ALONG THE ARC OF A CURVE TO THE LEFT (CURVE DATA: DELTA= 01°40'40", RADIUS= 187.50') A DISTANCE OF 5.49 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 89°58'W, A DISTANCE OF 90.11 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 00°02'E, A DISTANCE OF 29.02 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 89°58'W, A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST LINE OF LOT 4 FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 00°02'E, ALONG THE WEST LINE OF LOTS 1 AND 4, A DISTANCE OF 690.00 FEET TO A POINT FOR THE SOUTHWEST CORNER OF THE BILLY G. WRIGHT TRACT AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 89°58'E, ALONG THE SOUTH LINE OF THE BILLY G. WRIGHT TRACT, PASSING A 1/2" IRON ROD 24" IN LENGTH SET AT 1,300.00 FEET FOR THE WEST RIGHT OF WAY LINE OF VICTORIA ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 21.491 ACRES OF LAND MORE OR LESS.

BEARINGS IN THIS METES AND BOUNDS DESCRIPTION ARE IN ACCORDANCE WITH SOUTH VICTORIA ESTATES, RECORDED IN VOLUME 39, PAGE 129, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

ALFONSO QUINTANILLA — DATE 7-5-11
R.P.L.S. No. 4856

RIGHT OF WAY EASEMENT

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

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

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

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

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of _____, 20____.

PAUL DANEC–PRESIDENT
BENCHMARK FARMS & RANCHES, INC.

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

I, PAUL DANEC, AS OWNER OF THE 21.491 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LA VICTORIA SUBDIVISION PHASE I, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

PAUL DANEC–PRESIDENT — DATE
BENCHMARK FARMS & RANCHES, INC.
P.O. BOX 720821
MCALLEN, TX. 78504
(956) 383-1507

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared PAUL DANEC proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2013

LILIA A. QUINTANILLA–Notary Public

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

WE THE UNDERSIGNED CERTIFY that this plat of the LA VICTORIA SUBDIVISION PHASE I was reviewed and approved by the Hidalgo County Commissioners Court on _____.

Hidalgo County Judge — date
ATTEST:
Hidalgo County Clerk — date

CITY OF DONNA, TX
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE §212.009(a) AND §212.0115(b)

WE THE UNDERSIGNED CERTIFY that this plat of the LA VICTORIA SUBDIVISION PHASE I was received and approved by the city Council of the City of _____ on _____.

Mayor of the City of DONNA — Date
ATTEST:
Secretary of the City of DONNA — Date

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT ON THIS_____ DAY OF _____, 20____.

SECRETARY — PRESIDENT

APPROVAL OF THE PLANNING COMMISSION OF THE CITY:
THIS PLAT LA VICTORIA SUBDIVISION PHASE I HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION ON THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____ 20____.

ATTEST: — BY:
SECRETARY — CHAIRMAN PLANNING COMMISSION

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY:_____

STATE OF TEXAS
COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA P.E. — 8-5-11
P.E. No. 95534 — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LA VICTORIA SUBDIVISION PHASE I WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 20____.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

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

ON: _____ AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

| SHEET NO. 1 OF 3 SHEETS | FILENAME = P:\DATA\SUBDIVISION\LA VICTORIA\PLAT | | | |
|---|---|---|---|---|
| | DATE PREPARED | PREPARED BY | CHECKED BY | APPROVED BY |
| | SEP. 17, 2004 | MARTIN R. | | |
| | DATE REVISED | REVISED BY | CHECKED BY | APPROVED BY |
| | | | | |

# PLANNING DEPARTMENT
## County Of Hidalgo

**Raul E. Sesin, P.E., CFM**
**PLANNING ADMINISTRATOR**

TO: Judge Ramon Garcia
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: August 17, 2011

RE: **Leisure Valley Ranch RV & MH Park Phase IV Subdivision – Pct. 3**
**Preliminary Approval**

Leisure Valley Ranch RV & MH Park Phase IV Subdivision is a twenty one (21) residential and one (1) commercial lot subdivision located ¼ mile West of West Road and 2 miles North of US Expressway 83.

The proposed Subdivision lies within the City of Mission E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on April 24, 2011. The proposed subdivision lies within a Zone "C" as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report, drainage will be provided by Storm Drainage Pipe System with Type "A" inlets that will discharge into an onsite large detention pond.

The proposed subdivision plat was submitted to, reviewed, and approved by Jaime Salinas, ROW Agent on April 12, 2011. The proposed subdivision plat will not dedicate additional Road Right of Way.

Sanitary Sewer Services will be provided by Hidalgo County MUD No. 1.

Water Services will be provided by Hidalgo County MUD No. 1. There is an existing eight (8) inch waterline on Caddy Drive Road that will serve as the primary source of water for the proposed development.

The proposed subdivision is more than 5 acres and therefore requires a SWMP3 which was submitted, reviewed, and approved by Hidalgo County Office of Environmental Compliance on August 4, 2011.

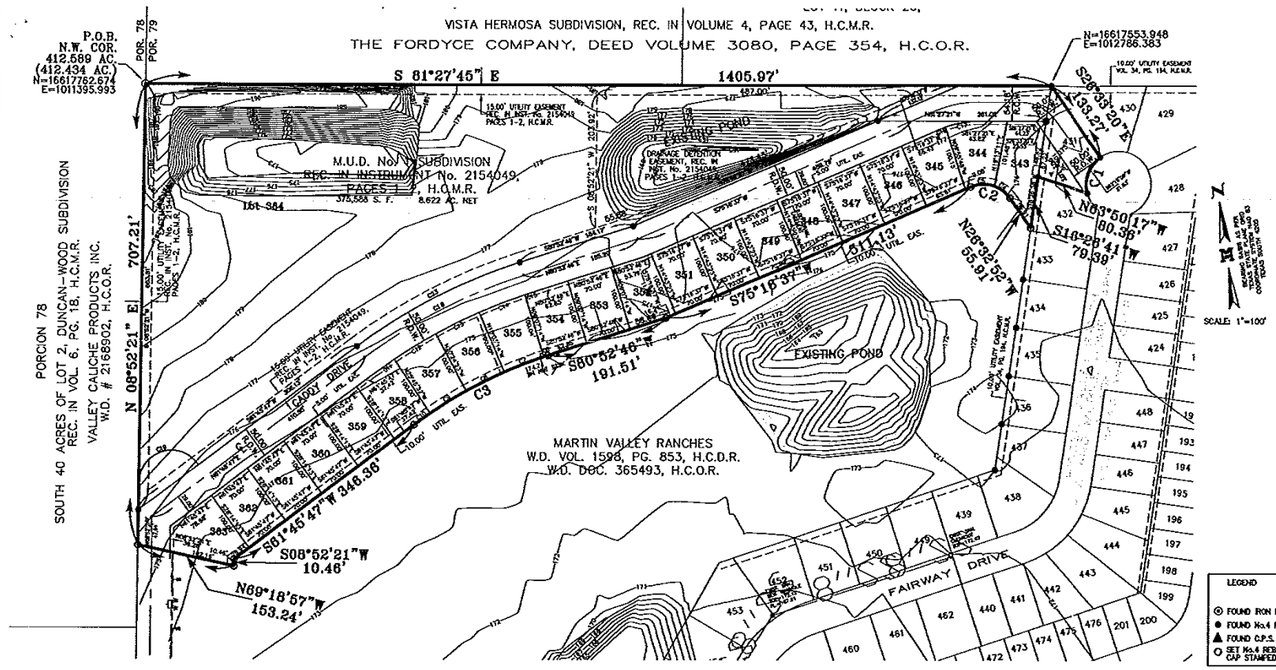
The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **August 16, 2011** subject to staff comments and future recommendations by Planning and other departments.

## LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

**Name of Subdivision:** **Leisure Valley Ranch RV & MH Park Phase IV 2nd Review** **Page** Page 1 of 1

| Item Log | *DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Office of Environmental Compliance, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.* | Date | Initials |
|---|---|---|---|
| | | 08-04-2011 | JRT |
| 15 | 1ST SHEET COMMENTS: Please modify calculation to coincide with new revised approved drainage report. | | |
| 16 | 2ND SHEET COMMENTS: Cost estimate must coincide with final engineers construction cost estimate. | | |
| 17 | Please mention the amount of manholes and the amount reflected on the 30 year letter on the sanitary sewer engineering report. Please refer to redline markups. | | |
| 18 | All modification on water and sewer engineering report must reflect on the Spanish engineering report. | | |
| 19 | 3RD SHEET COMMENTS: Please don't show the topography and paving & drainage on this utility layout. | | |
| 20 | 4TH SHEET COMMENTS: Please provide new revised drainage report approved by HCDD#1. | | |
| 21 | Please provide topography data and propose flow elevation on the storm discharge structure detail. | | |
| 22 | Please provide cross section detail for proposed out fall show on drainage layout. Please see sheet 5 of 5. | | |


VISTA HERMOSA SUBDIVISION, REC. IN VOLUME 4, PAGE 43, H.C.M.R.
THE FORDYCE COMPANY, DEED VOLUME 3080, PAGE 354, H.C.O.R.
P.O.B.
N.W. COR.
412.589 AC.
(412.434 AC.)
N=16617762.674
E=1011395.993
POR. 78
POR. 79
S 81°27'45" E
1405.97'
N=16617553.948
E=1012786.383
PORCION 78
SOUTH 40 ACRES OF LOT 2, DUNCAN-WOOD SUBDIVISION
REC. IN VOL. 6, PG. 18, H.C.M.R.
VALLEY CAUCHE PRODUCTS INC.
W.D. # 2168902, H.C.O.R.
N 08°52'21" E
707.21'
M.U.D. No. 1 SUBDIVISION
REC. IN INSTRUMENT No. 2154049,
PAGES 1-2, H.C.M.R.
H.C.M.R.
375,553 S. F.
8.622 AC. NET
1st 384
EXISTING POND
DRAINAGE DETENTION EASEMENT, REC. IN INST. No. 2154049, PAGES 1-2, H.C.M.R.
15.00' UTILITY EASEMENT REC. IN INST.#2154049 PAGES 1-2, H.C.M.R.
15.00' UTILITY EASEMENT REC. IN INST.#2154049 PAGES 1-2, H.C.M.R.
15.00' UTILITY EASEMENT VOL. 34, PG. 194, H.C.M.R.
S08°53'50" E
133.27'
N83°50'17"W
80.36'
S16°09'41"W
79.09'
N28°52'52"W
55.91'
S76°18'37"W
S80°52'46"W
191.51'
C1
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# PLANNING DEPARTMENT
## County Of Hidalgo

**Raul E. Sesin, P.E., CFM**
**PLANNING ADMINISTRATOR**

TO: Judge Ramon Garcia
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: August 17, 2011

RE: **Re-subdivision of Lot 1, La Espada Subdivision – Pct. 3**
**Preliminary Approval**

Re-subdivision of Lot 1, La Espada Subdivision is a one (1) commercial lot subdivision located on the West side of FM 492, approximately 212 feet North of Mile 6 North Road.

The proposed Subdivision lies within the City of Mission E.T.J. and was approved administratively by said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on May 23, 2011. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report the development will utilize an on-site detention swale at building permit stage.

The proposed subdivision plat was submitted to, reviewed, and approved by Jaime Salinas, ROW Agent on May 12, 2011. The existing Road Right of Way is in compliance with the Hidalgo County Thoroughfare Plan and the Hidalgo County ROW Department.

Sanitary Sewer Services will be provided by OSSF.

Water Services will be provided by Agua SUD. There is an existing eight (8) inch waterline on FM 492 that will serve as the primary source of water for the proposed development.

The proposed subdivision is more than 1 acre but less than 5 acres, and requires no SWMP3, as reviewed by the Office of Environmental Compliance.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **August 16, 2011** subject to staff comments, future recommendations by Planning and other departments and approval from the City of Mission.

## LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

**Name of Subdivision:** **Re-Subdivision of Lot 1 La Espada Subdivision 2nd Review** **Page** Page 1 of 1

| Item Log | *DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Office of Environmental Compliance, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.* | Date | Initials |
|---|---|---|---|
| | | 08-11-2011 | JRT |
| 5 | 1ST SHEET COMMENTS:<br>PLAT NOTES:<br>1] Please verify plat note statement it does not coincide with subdivision. Also please correct the community panel number and the FEMA revised date.<br>5] Please indicate location of BM on plat. | | |
| 9 | 2ND SHEET COMMENTS:<br>Staff strongly recommends for engineer to show the proposed commercial site plan design on this sheet. | | |
| 10 | Verify if the existing driveway complies with TxDOT specification. Driveway will be required as part of the site plan review approval for the development permit. | | |
| 11 | Was the drainage detention calculation for the storm water runoff prepared considering the proposed commercial site plan? Please assign a drainage detention easement based on the proposed commercial site plan. Easement shall be reflected on all sheets. | | |
| 12 | Please correct font style and provide the community panel number with revised date on the drainage report engineer certification. Please refer to the redline markups. | | |

# RESUBDIVISION OF LOT 1, LA ESPADA SUBDIVISION

A 2.06 acre tract of land being the east 2.06 acres of Lot 1, La Espada Subdivision as recorded in Volume 32, Page 22B, Map Records, Hidalgo County, Texas, also being that certain tract described in Special Warranty Deed with Vendor's Lien recorded in Document 2180360, Official Records, Hidalgo County, Texas

DATE: APRIL 21, 2011

SCALE IN FEET 0 60' 120'

SCALE: 1"------ 40'

ENGINEER (F-3093) R.E. Garcia Associates


PREPARED BY: R.E. GARCIA & ASSOCIATES
118 NORTH 12TH AVENUE EDINBURG, TEXAS 78539 PHONE (956) 381-1061 FAX: 381-1280


## METES AND BOUNDS DESCRIPTION FOR A 0.61 ACRE TRACT

A 2.06 acre tract of land being the east 2.06 acres of Lot 1, La Espada Subdivision as recorded in Volume 32, Page 22B, Map Records, Hidalgo County, Texas, also being that certain tract described in Special Warranty Deed with Vendor's Lien recorded in Document 2180360, Official Records, Hidalgo County, Texas, and being more fully described by metes and bounds as follows:

**BEGINNING** at a found one-half inch iron rod on the west Right-of-Way line of FM 492 being the northeast corner of said Lot 1 ,La Espada Subdivision, for the northeast corner of herein described tract.

**THENCE** S 08° 54' 31" W 228.52 feet along said west Right-of-Way line of FM 492 also being the east line of said Lot 1, La Espada Subdivision, to a found one-half inch iron rod on the north line of Tularosa Subdivision as amended and recorded Volume 27, Page 142, Map Records, Hidalgo County, being the southeast corner of said Lot 1, La Espada Subdivision, for the southeast corner of herein described tract

**THENCE** N 81° 10' 00" W 393.04 feet along the south line of said Lot 1, La Espada Subdivision, also being the north line of said Tularosa Subdivision to a found one-half inch iron rod being the southeast corner of that certain Tract 5, described in General Warranty Deed recorded in Document #2174618, Official Records, Hidalgo County, Texas, for the southwest corner of herein described tract.

**THENCE** N 08° 50' 00" E 228.52 feet along the east line of said Tract 5, described in General Warranty Deed recorded in Document #2174618, Official Records, Hidalgo County, Texas, to a found one-half inch iron rod on the north line of said Lot 1, La Espada Subdivision, also being the south line Lot 71, Nick Doffing Co. Subdivision, No. 1, as recorded in Volume 5, Page 24, Map Records, Hidalgo County, Texas, being the northeast corner of said Tract 5, described in General Warranty Deed recorded in Document #2174618, Official Records, Hidalgo County, Texas, for the northwest corner of herein described tract.

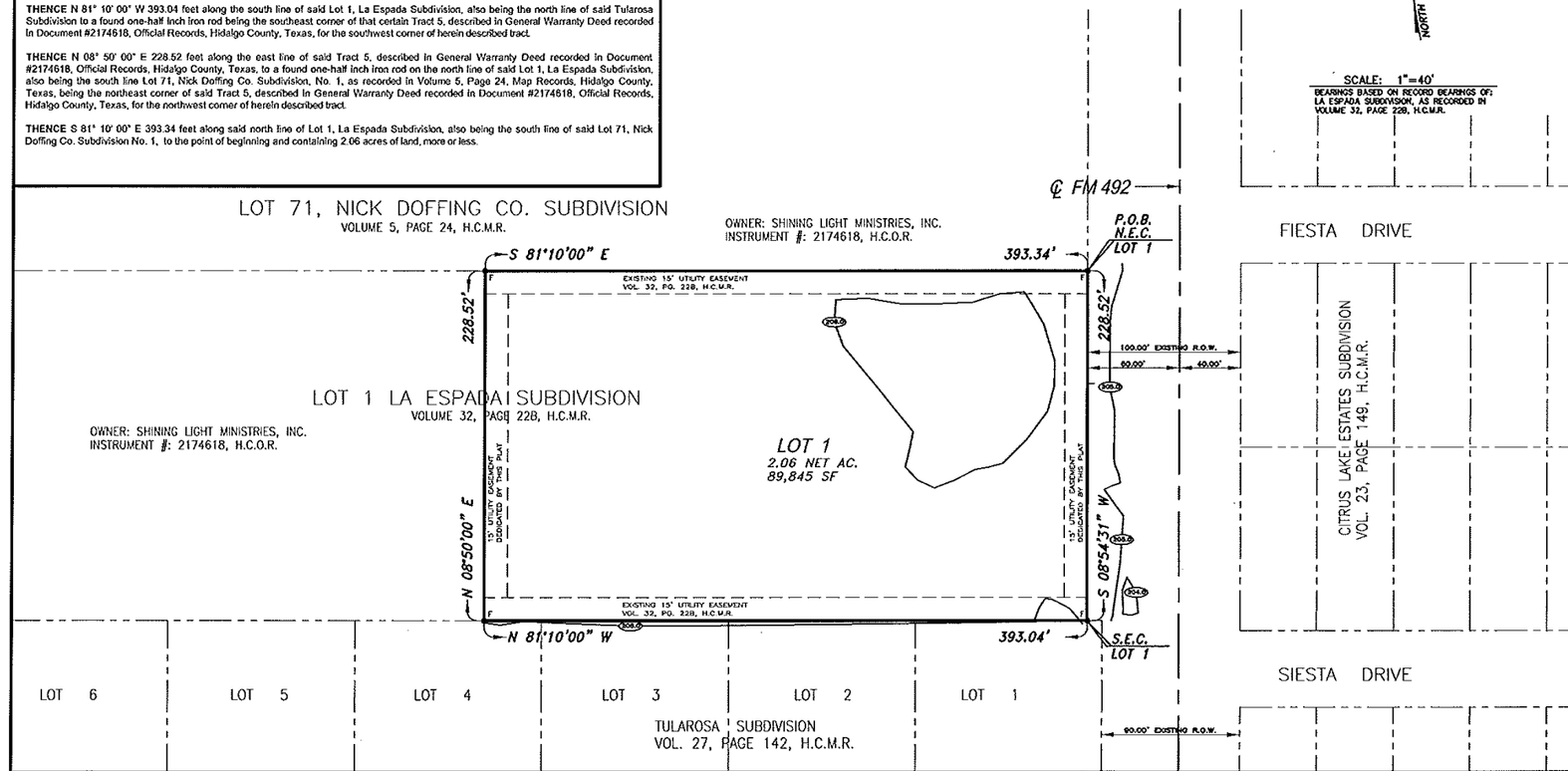
**THENCE** S 81° 10' 00" E 393.34 feet along said north line of Lot 1, La Espada Subdivision, also being the south line of said Lot 71, Nick Doffing Co. Subdivision No. 1, to the point of beginning and containing 2.06 acres of land, more or less.

## REVISION NOTES

| No. | Sheet | REVISION | Date | Approved |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**LEGEND :**

F – FOUND 1/2" IRON ROD
S – SET 1/2" IRON ROD
$S_1$– SET COTTON PICKER SPINDLE




## PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X"
ZONE "X" IS DEFINED AS AREAS OUTSIDE OF THE 500 YEAR FLOOD

COMMUNITY-PANEL NO. 480343 0190 B - EFFECTIVE DATE: JUNE 6, 2000, OF THE FLOOD INSURANCE RATE MAP FOR HIDALGO COUNTY, TEXAS AND INCORPORATED AREAS, INDICATES THAT THE SUBJECT PROPERTY IS WITHIN ZONE ALL COMMERCIAL PLAT WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL BUILDING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE BUILDING COMPLIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
FRONT: 50.00 FEET ON FM 492
REAR: 10.00 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE: 10.00 FEET OR EASEMENT, WHICHEVER IS GREATER

3. MINIMUM HOME FOR COMMERCIAL LOTS:
LOT 1 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOT 1 IS FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR SALES. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, THE OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

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

5. BENCHMARK DATUM: THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND OR THE ATTACHED ENGINEERING PLANS.
B.M.-1 ELEV. 51.31 N.A.V.D. 88
A SPIKE AND DISC SET IN A 1' X 1' CONCRETE BLOCK APPROXIMATELY 72.00 FEET SOUTH AND 4.00 FEET WEST OF THE NORTH EAST CORNER OF LOT 1 OF THIS SUBDIVISION.

6. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REGULATIONS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 1.761 CUBIC-FEET (0.672 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IS IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET NO.2 FOR STORM SEWER IMPROVEMENTS)

7. DRAINAGE EASEMENTS NOTE: NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE EASEMENT. EACH DRAINAGE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD HINDERTHE WORK THE OPERATION OF THE DRAINAGE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

8. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL/MULTI-FAMILY USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 31,796 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS SHALL BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND ACCEPTED THAT IS ALSO SHOWN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

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

10. I, CHRISTIAN L. LOREA, THE OWNER & SUBDIVIDER OF RESUBDIVISION OF LOT 1 LA ESPADA SUBDIVISION, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO.2 OF THIS PLAT.

11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENTS. LANDOWNER'S SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHRUBS, BUSHES, TREES, AND OTHER PLANTING (EXCEPT LOW, LESS THAN 12 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

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

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

14. 5' SIDEWALK TO BE CONSTRUCTED ALONG FM 492 AT THE BUILDING PERMIT STAGE.

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

16. DRIVEWAY/ENTRANCE PERMITS ARE REQUIRED FOR LOT 1 PRIOR TO THE CONSTRUCTION OF A DRIVEWAY/ENTRANCE OR TO FM 492 (SIESTA DRIVE) ROW ACCESS PERMIT IS REQUIRED PRIOR TO THE COUNTY ISSUING A DEVELOPMENT AND/OR BUILDING PERMIT.)

17. DRAINAGE DETENTION POND SHALL BE CONSTRUCTED IN DESIGNATED EASEMENT AREAS AS DETERMINED BY PRELIMINARY PLAT DRAINAGE PLAT APPROVED AT DEVELOPMENT APPLICATION PERMIT STAGE PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE. NO FINAL LIGHT OR WATER CLEARANCE SHALL BE ISSUED UNTIL THE DRAINAGE DETENTION POND IS CONSTRUCTED BY OWNER AND INSPECTED BY COUNTY.

CITY OF MISSION
CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0101 WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RESUBDIVISION OF LOT 1 LA ESPADA SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

MAYOR OF CITY OF MISSION DATE

ATTEST: CITY SECRETARY DATE

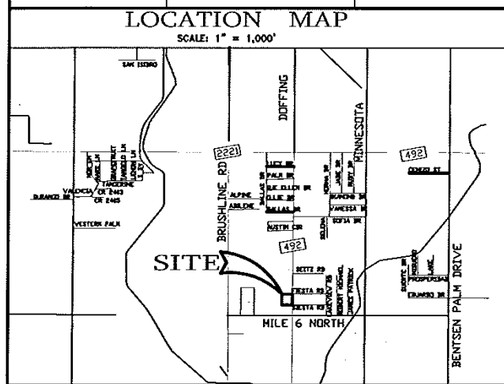
THIS PLAT OF RESUBDIVISION OF LOT 1 LA ESPADA SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 2011

CHAIRMAN

## LOCATION MAP

SCALE: 1" = 1,000'




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

RESUBDIVISION OF LOT 1 LA ESPADA SUBDIVISION IS LOCATED IN SOUTHWESTERN HIDALGO COUNTY IN H.C.P. #3 ON THE WEST SIDE OF FM 492, APPROXIMATELY 212 FEET NORTH OF THE INTERSECTION OF FM 492 & MILE 6 NORTH ROAD. THE NEAREST MUNICIPALITY IS THE CITY OF MISSION. ACCORDING TO THE OFFICAL MAP LOCATED IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (68,990), RESUBDIVISION OF LOT 1 LA ESPADA SUBDIVISION LIES APPROXIMATELY 4 1/2 MILE FROM THE CITY LIMITS AND IS INSIDE THE CITY'S FIVE MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE S 42.021

### INDEX OF SHEETS

| No. | DESCRIPTION |
|---|---|
| 1 | HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS AND EASEMENT DESIGNATION; NOTES & BOUNDS; SURVEYOR'S & ENGINEER'S CERTIFICATION; PLAT NOTES & RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY APPROVAL; DESCRIPTION OF LOCATION WITH RESPECT TO THE ETJ OF A MUNICIPALITY; H.C.D.D. APPROVAL; H.C.R.W. APPROVAL; H.C.H.D. APPROVAL; IRRIGATION DISTRICT APPROVAL; REVISION NOTES |
| 2 | WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, , INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF); SAMPLE OF LOG BORE FOR OSSF SYSTEM. TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER CERTIFICATE AND STATEMENT. MAP OF TOPOGRAPHY & DRAINAGE WITH ENGINEER'S CERTIFICATION, REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT |

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

I, CHRISTIAN L. LOREA, AS OWNER OF THE 2.06 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED RESUBDIVISION OF LOT 1 LA ESPADA SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET AND EASEMENTS SHOWN HEREON. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.029 AND THAT

(A)THE WATER QUALITY AND CONNECTIONS TO THE LOTS WILL MEET THE MINIMUM STANDARDS;
(B)SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;
(C)ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;
(D)GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS WILL MEET THE MINIMUM STATE STANDARDS;
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

CHRISTIAN L LOREA
7505 W. 7 1/2 MILE
MISSION, TEXAS 78573

THE STATE OF TEXAS }
COUNTY OF HIDALGO }

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY APPEARED CHRISTIAN L LOREA, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS the _____ day of _____,20__.

My Commission Expires: _____ Notary Public in and for Hidalgo County, Texas

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____O'CLOCK __M. ON _____, _____, AND WAS RECORDED IN INSTRUMENT #:_____ OF THE MAP RECORDS OF HIDALGO COUNTY.

_____ HIDALGO COUNTY CLERK

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LA ESPADA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON_____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RESUBDIVISION OF LOT 1 LA ESPADA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON_____

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

APPROVAL BY IRRIGATION DISTRICT #1:
THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT No. 1, ON THIS____DAY OF _____A.D. 200__.

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. ALSO, THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCID #1 RIGHT-OF-WAYS OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE HCID #1.

PRESIDENT — SECRETARY

APPROVAL BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1, HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE SOUTH TEXAS COUNTY WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESIGNED FOR THIS SUBDIVISION ARE ADEQUATE FOR THE SPECIFIC DRAINAGE NEEDS. ACCEPTED ENGINEERING CRITERIA IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

BY: _____
DISTRICT MANAGER

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

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE RESUBDIVISION OF LOT 1 LA ESPADA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, _____

HIDALGO COUNTY JUDGE — DATE

ATTEST: _____ HIDALGO COUNTY CLERK — DATE

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, RAUL E. GARCIA, REGISTERED PROFESSIONAL ENGINEER AND REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN APPLIED TO THIS PLAT.

REGISTERED PROFESSIONAL ENGINEER # 84780 — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR #4204

PRINCIPAL CONTACTS:

| | NAME: | ADDRESS: | CITY & ZIP | PHONE #/ FAX #: |
|---|---|---|---|---|
| OWNER: | CHRISTIAN L LOERA | 7505 W. 7 1/2 MILE | MISSION, 78573 | 321-1699 / - |
| ENGINEER: | RAUL E. GARCIA | 118 N. 12TH | EDINBURG, 78539 | 381-1061 / 381-1280 |
| SURVEYOR: | RAUL E. GARCIA | 118 N. 12TH | EDINBURG, 78539 | 381-1061 / 381-1280 |

SHEET NO. 1 OF 2 SHEETS

# PLANNING DEPARTMENT
## County Of Hidalgo

**Raul E. Sesin, P.E., CFM**
**PLANNING ADMINISTRATOR**

TO: Judge Ramon Garcia
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: August 17, 2011

RE: **Serna Ranch Subdivision – Pct. 1**
**Preliminary Approval**

Serna Ranch Subdivision is a three (3) lot subdivision located on the East side of FM 491 approximately 450 feet South of Mile 16 North Road.

The proposed Subdivision lies within the City of La Villa E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on June 08, 2011. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report the development will utilize the green area of each lot for detention.

The proposed subdivision plat was submitted to, reviewed, and approved by Roy Gonzalez, ROW Agent on April 12, 2011. The proposed subdivision plat will dedicate twenty (20) feet on FM 491 and twenty five (25) feet on Serna Drive of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis Test were conducted by Fred Kurth, PE and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing four (4) inch waterline on FM 491 that will serve as the primary source of water for the proposed development.

The proposed subdivision is more than 5 acres in size however, it is disturbing less than 1 acre of soil, therefore requires no SWMP3, as reviewed by the Office of Environmental Compliance.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **August 16, 2011** subject to staff comments, future recommendations by Planning and other departments and approval from the City of La Villa.

# SUBDIVISION MAP OF
# SERNA RANCH SUBDIVISION

**BEING A RESUBDIVISION OF 5.342 ACRES**
**OUT OF FARM TRACT 2143 & 2144**
**NORTH CAPISALLO DISTRICT SUBDIVISION**
**VOL. 2, PG. 10, H.C.M.R.**
**HIDALGO COUNTY, TEXAS.**

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND DESCRIBED ABOVE FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHOM EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT SHE IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE _____ DAY OF _____, 20 _____.

_____
(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE (SHE) (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ 20 _____

_____
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES:

LOCATION MAP
SCALE: 1" = 1000'




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

SERNA RANCH SUBDIVISION IS LOCATED IN THE WEST PART OF HIDALGO COUNTY ON THE EAST SIDE OF F.M. 491, APPROXIMATELY 450 FEET SOUTH OF ITS INTERSECTION WITH F.M. 491 AND MILE 18 NORTH. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF LA VILLA, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY LA VILLA (POPULATION 1,442), SERNA RANCH SUBDIVISION LIES APPROXIMATELY 0.5 MILES FROM THE CITY LIMITS (AND IS WITHIN THE 1 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND 42.021. THIS SUBDIVISION FALLS WITHIN FREEPORT 1.




INDEX TO SHEET OF SERNA RANCH SUBDIVISION

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP, LOT, AND EASEMENT LAYOUT; DESCRIPTION NOTES AND BOUNDS; SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; ENGINEERING CERTIFICATION, MAYOR'S CERTIFICATE, P&Z CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES; IRRIGATION DISTRICT; H.C.D.D. No. 1, HIDALGO COUNTY RIGHT OF WAY DEPARTMENT CERTIFICATE; HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; N.A.W.S.C. EASEMENT CERTIFICATION

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER / OSSF AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION); DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, ENGINEERING CERTIFICATION; MAP OF TOPOGRAPHY AND DRAINAGE; REVISION NOTES; CONSTRUCTION DETAILS

LEGEND

● P.O. No.4 REBAR

○ SET No.4 REBAR W/PLASTIC CAP STAMPED MELDEN & HUNT

## DESCRIPTION OF SERNA RANCH SUBDIVISION

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 5.342 ACRES (5.34 ACRES DEED CALL) SITUATED IN THE COUNTY OF HIDALGO, TEXAS, CONSISTING OF A 2.926 ACRE TRACT BEING A PART OR PORTION OUT OF FARM TRACT 2143 AND A 2.416 ACRE TRACT BEING A PART OR PORTION OUT OF FARM TRACT 2144, ALL OUT OF NORTH CAPISALLO DISTRICT SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 2, PAGES 7-13 AND PAGE 15-20, HIDALGO COUNTY MAP RECORDS, WHICH SAID 5.342 ACRES (5.34 ACRES DEED CALL) HAVING BEEN CONVEYED TO MARTHA SERNA, ELIAS SERNA, AND GENOVEVA SERNA, BY VIRTUE OF WARRANTY DEED RECORDED UNDER DOCOUMENT NO. 2378112, HIDALGO COUNTY OFFICIAL RECORDS, SAID 5.342 ACRES (5.34 ACRES DEED CALL) ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERNMOST SOUTHWEST CORNER OF SAID FARM TRACT 2143 AND THE WESTERN NORTHWEST CORNER OF SAID FARM TRACT 2144;

THENCE, N 01°13'42"W (NORTH DEED CALL) ALONG THE WEST LINE OF SAID FARM TRACT 2143, WITHIN THE RIGHT-OF-WAY OF MILE 1 WEST-F.M. 491 ROAD, A DISTANCE OF 74.69 FEET;

THENCE, N 85°46'18"E (EAST DEED CALL) A DISTANCE OF 40.60 FEET TO A NO. 4 REBAR SET (NORTHING: 16622229.6037, EASTING: 1171534.2259) ON THE EAST RIGHT-OF-WAY LINE OF MILE 1 WEST-F.M. 491 ROAD, FOR THE SOUTHWEST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT, WHICH SAID RIGHT-OF-WAY WAS GRANTED TO THE COUNTY OF HIDALGO BY INSTRUMENT RECORDED IN VOLUME 779, PAGE 444, HIDALGO COUNTY DEED RECORDS;

1. THENCE, N 01°13'42"W (NORTH DEED CALL) ALONG THE EXISTING EAST RIGHT-OF-WAY LINE OF MILE 1 WEST-F.M. 491 ROAD, A DISTANCE OF 434.68 FEET TO A NO. 4 REBAR SET FOR THE NORTHWEST CORNER OF THIS TRACT;

2. THENCE, N 85°46'18"E (EAST DEED CALL) AT A DISTANCE OF 20.00 FEET PASS A NO. 4 REBAR SET FOR THE PROPOSED/ADDITIONAL EAST RIGHT-OF-WAY LINE FOR MILE 1 WEST-FM 491 ROAD AS PER THE HIDALGO COUNTY THOROUGHFARE MAP, AT A DISTANCE OF 404.51 FEET PASS THE EAST LINE OF SAID FARM TRACT 2143 AND THE WEST LINE OF SAID FARM TRACT 2144, CONTINUING A TOTAL DISTANCE OF 535.04 FEET TO A NO. 4 REBAR FOUND (NORTHING: 16622675.6540, EASTING: 1172079.6900), FOR THE NORTHEAST CORNER OF THIS TRACT;

3. THENCE, S 01°13'42"E (SOUTH DEED CALL) AT A DISTANCE OF 120.00 FEET PASS A NO. 4 REBAR SET IN LINE, AT A DISTANCE OF 239.68 FEET PASS A NO. 4 REBAR SET IN LINE, CONTINUING A TOTAL DISTANCE OF 434.68 FEET TO A NO. 4 REBAR SET FOR THE SOUTHEAST CORNER OF THIS TRACT;

4. THENCE, S 88°46'18"W (WEST DEED CALL) AT A DISTANCE OF 475.17 FEET PASS THE WEST LINE OF SAID FARM TRACT 2144 AND THE SOUTH LINE OF SAID FARM TRACT 2143, CONTAINING A TOTAL DISTANCE OF 535.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.342 ACRES (5.34 ACRES DEED CALL), OF WHICH 0.200 OF ONE ACRE LIES WITHIN SAID PROPOSED THOROUGHFARE MAP RIGHT-OF-WAY OF MILE 1 WEST-F.M. 491 ROAD, AND 0.324 OF ONE ACRE LIES WITHIN SAID PROPOSED ADDITIONAL RIGHT-OF-WAY OF SERNA DRIVE, LEAVING A 4.818 ACRES OF LAND, MORE OR LESS.

## GENERAL PLAT NOTES & RESTRICTIONS

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "A" SHADED AREAS OF 500-YEAR FLOOD, AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREA LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES OF 100-YEAR FLOOD.
-PANEL NO. 480334 0450 C EFFECTIVE: JUNE 6, 2000, REVISED TO REFLECT LOMR MAY 30, 2002
THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN
COMMUNITY PANEL NO. 480334 0450 C EFFECTIVE DATE: JUNE 6, 2000 REVISED TO REFLECT LOMR MAY 30, 2002 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127.)

2. SETBACKS:
FRONT: 50 FEET F.M. 491
REAR: 15.00 FEET
SIDE: 6.00 FEET
SIDE CORNER: 20.00 FEET

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, THE OFFICE OF ENVIRONMENTAL COMPLIANCE HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

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

5. BENCHMARK NOTE:
THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. NO. 1 – ELEV. 58.56 N.G.V.D. 29 DESCRIPTION: SQUARE CUT ON HEAD WALL APPROXIMATELY 10.60 FEET NORTH AND 3.00 FEET WEST FROM THE SOUTHEAST CORNER OF LOT 1 OF THIS SUBDIVISION

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPER WILL BE REQUIRED TO DETAIN A TOTAL OF 1751 CUBIC FEET OR 0.040 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (DETENTION WILL BE HELD WITHIN THE GREEN AREA OF EACH LOT).

7 ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL OR MULTIFAMILY USE

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING THE LOT.

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

9. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION

10. GENOVEVA SERNA, ELIAS SERNA & MARTHA SERNA, THE OWNER & SUBDIVIDERS OF SERNA RANCH SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOTS AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

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

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

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

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

15. LOT 1 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO F.M. 491. ACCESS SHALL BE GRANTED TO LOT 1 FROM SERNA DRIVE

## HIDALGO COUNTY
## CERTIFICATE OF PLAT APPROVAL
## HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT NO. 9

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT NO. 9, DATED THIS THE _____ DAY OF _____ 2011.

_____ DATE _____
PRESIDENT

ATTEST: _____ DATE _____
SECRETARY

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

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF SERNA RANCH SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____.

_____ DATE _____
HIDALGO COUNTY JUDGE

ATTEST: _____ DATE _____
HIDALGO COUNTY CLERK

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SERNA RANCH SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT ON _____.

_____ DATE _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SERNA RANCH SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____.

_____ DATE _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: _____

_____

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

ON: _____ AT _____ AM/PM

DOCUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

## STATE OF TEXAS
## COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, GENOVEVA SERNA, ELIAS SERNA & MARTHA SERNA AS OWNER OF THE 5.342 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SERNA RANCH, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK AND EASEMENTS SHOWN HEREON.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

_____ _____
GENOVEVA SERNA
417 N. MAGNOLIA AVENUE
LA VILLA, TEXAS 78568 DATE: _____

_____ _____
ELIAS SERNA DATE _____

_____ _____
MARTHA SERNA DATE _____

## STATE OF TEXAS
## COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED GENOVEVA SERNA, ELIAS SERNA & MARTHA SERNA PROVED TO ME THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2011

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

## CITY OF LA VILLA
## CERTIFICATE OF PLAT APPROVAL
## UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(B)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF SERNA RANCH SUBDIVISION WAS REVIEWED AND APPROVED BY THE PLANNING AND ZONING COMMISSION OF LA VILLA ON _____.

_____ _____
P&Z CHAIRMAN OF THE CITY OF LA VILLA DATE

## CITY OF LA VILLA
## CERTIFICATE OF PLAT APPROVAL
## UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(B)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF SERNA RANCH SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VILLA ON _____.

_____ _____
MAYOR OF THE CITY LA VILLA DATE

ATTEST: _____ _____
SECRETARY OF THE CITY OF LA VILLA DATE

## STATE OF TEXAS
## COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR AND LICENSED PROFESSIONAL ENGINEER IN TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE THE SERNA RANCH SUBDIVISION, ARE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 03-29-11 AND THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION.

_____
FRED L. KURTH, PE # 54151 RPLS # 4750
DATE SURVEYED: 3-29-11
DATE PREPARED: 04-01-11
T-913 PG 43-44 JOB No 11042.00
SURVEY JOB No 11042.08

FRED L. KURTH
54151
LICENSED PROFESSIONAL ENGINEER

FRED L. KURTH
4750
REGISTERED PROFESSIONAL LAND SURVEYOR

PRINCIPAL CONTACTS

| | NAME | ADDRESS | CITY & ZIP | PHONE | FAX |
|---|---|---|---|---|---|
| OWNER: | GENOVEVA SERNA<br>ELIAS SERNA<br>MARTHA SERNA | 417 N. MAGNOLIA AVE. | LA VILLA, TX 78568 | (956) 854-1943 | FAX |
| ENGINEER: | FRED L. KURTH | 115 W. MCINTYRE | EDINBURG, TX 78541 | (956) 381-0981 | (956) 381-1839 |
| SURVEYOR: | FRED L. KURTH | 115 W. MCINTYRE | EDINBURG, TX 78541 | (956) 381-0981 | (956) 381-1839 |

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435
MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 W. MCINTYRE — OFF: (956) 381-0981
EDINBURG, TX 78541 — FAX: (956) 381-1839
227 N. FM 3167 — OFF: (956) 467-8256
RIO GRANDE CITY, TX. 78582 — FAX: (956) 487-8581
E-MAIL: www.meldenandhunt.com — ESTABLISHED 1947

REVISION NOTES

| NO. | SHEET | REVISION | DATE | APPROVED |
|---|---|---|---|---|
| | | | | |
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DRAWN BY: _____ DATE: _____
APPROVED, CHECKED _____ DATE: _____
SURVEYED, CHECKED _____ DATE: _____
FINAL CHECK _____ DATE: _____

# PLANNING DEPARTMENT
## County Of Hidalgo

**Raul E. Sesin, P.E., CFM**
**PLANNING ADMINISTRATOR**

TO: Judge Ramon Garcia
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: August 17, 2011

RE: **Solis Acres Subdivision – Pct. 4**
**Preliminary Approval**

Solis Acres Subdivision is a one (1) lot subdivision located on the East side of Sharp Road, approximately 300 feet North of Curry Road.

The proposed Subdivision lies within the Rural Area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on April 4, 2011. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report the development will utilize properly graded landscaped areas which will overflow West towards Sharp Road.

The proposed subdivision plat was submitted to, reviewed, and approved by J. Benito Rodriguez, ROW Agent on August 11, 2011. The proposed subdivision plat will dedicate twenty (20) feet on Sharp Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis Test were conducted by Raul E. Garcia, P.E. and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing two (2) inch waterline on Sharp Road that will serve as the primary source of water for the proposed development.

The proposed subdivision is less than 1 acre and therefore requires no SWMP3, as reviewed by the Office of Environmental Compliance.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **August 16, 2011** subject to staff comments and future recommendations by Planning and other departments.

**LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW**

**Name of Subdivision:** **Solis Acres 2nd Review** **Page** Page 1 of 1

| Item Log | *DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Office of Environmental Compliance, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.* | Date | Initials |
|---|---|---|---|
| | | 07-07-2011 | JRT |
| | Please forward a sample warranty deed that the developer shall be utilizing to convey lots within this subdivision. The sample deed shall include the restriction *"No more than one single family detached dwelling shall be located on each lot"* as a reservation from and exception to conveyance warranty. | | |
| 19 | 1ST SHEET COMMENTS:<br>Please provide adjoiners owners name with legal description. | | |
| 20 | Please add the local government code 42.021 on the subdivision location description. | | |
| 21 | PLAT NOTES:<br>4] Note should start as follows; *"Minimum finish floor elevation shall be 18" above the center line of street or 18" above natural ground elevation, whichever is greater"*<br>5] Please show/indicate on drawing the location of the BM.<br>6] Plat note statement does not coincide with approved drainage report. | | |
| 22 | 2ND SHEET COMMENTS:<br>On water engineering report please don't provide amount per lot. | | |
| 23 | On soil evaluation report state that soil falls under class III. | | |
| 24 | Please provide a separate paragraph after "the subdivision drains well." On the OSSF engineering report. Refer to the redline markups. | | |
| 25 | Please correct Spanish engineering report translation. Report does not concur with actual water and OSSF description. Please refer to redline markups and use our Spanish engineering report sample. | | |
| 26 | Please provide the construction cost estimate chart; for water and OSSF. | | |

# METES AND BOUNDS DESCRIPTION FOR A 0.61 ACRE TRACT

A 0.61 of an acre tract of land being a portion of Lot 5, R. B. Curry Survey Subdivision No. 3, as recorded in Volume 2, Page 23, Map Records, Hidalgo County, Texas, also being a portion of that certain tract described in Warranty Deed with Vendor's Lien recorded in Document # 323359, Official Records, Hidalgo County, Texas, and being more fully described by metes and bounds as follows:

**BEGINNING** at a set cotton picker spindle on the centerline of Sharp Road also being the west line of said Lot 5 for the southwest corner of herein described tract. Said point bears N 09° 15' 00" W 295.45 feet from a found one-half iron rod on the point of centerline intersection of Sharp Road and Curry Road being the southwest corner of said Lot 5.

**THENCE** N 09° 15' 00" E 119.40 feet along said centerline of Sharp Road also being the west line of said Lot 5 to a set cotton picker spindle being the southwest corner of that certain tract described in Warranty Deed of Gift recorded in Volume 3534, Page 202, Deed Records, Hidalgo County, Texas, for the northwest corner of herein described tract.

**THENCE** S 80° 51' 00" E along the south line of said tract described in Warranty Deed of Gift recorded in Volume 3534, Page 202, Deed Records, Hidalgo County, Texas, being parallel to the south line of said Lot 5, pass at 20.00 feet a set one-half inch iron rod being the east Right-of-Way line of said Sharp Road and continuing for a total distance of 222.42 to a set one-half inch iron rod on the west line of that certain tract described in Warranty Deed with Vendor's Lien recorded in Document #1964602, Official Records, Hidalgo County, Texas, being the southeast corner of said tract described Warranty Deed of Gift recorded in Volume 3534, Page 202, Deed Records, Hidalgo County, Texas, for the northeast corner of herein described tract.

**THENCE** S 09° 15' 00" W 119.40 feet along said west line of that certain tract described in Warranty Deed with Vendor's Lien recorded in Document #1964602, Official Records, Hidalgo County, Texas, being parallel to the west line of said Lot 5, to a set one-half inch iron rod for the southeast corner of herein described tract.

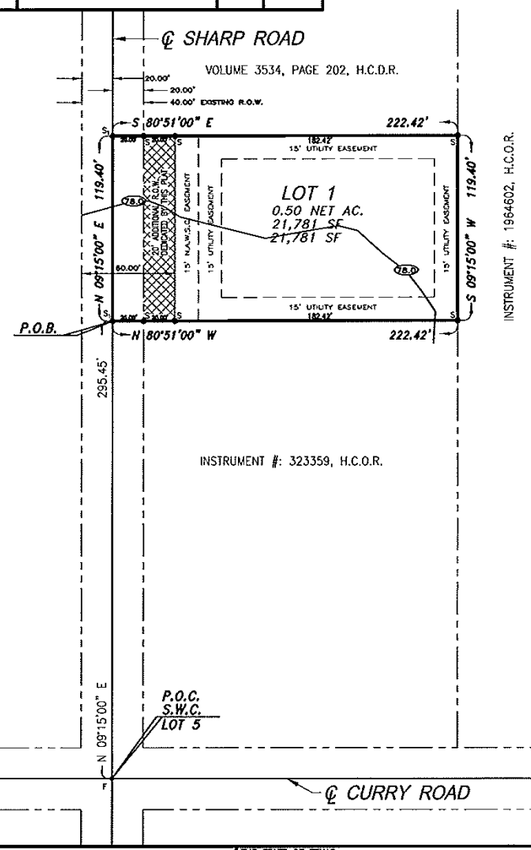
**THENCE** N 80° 51' 00" W parallel to the south line of said Lot 5, pass at 202.42 feet a set one-half inch iron rod being the east Right-of-Way line of said Sharp Road and continuing for a total distance of 222.42 to the point of beginning and containing 0.61 of an acre (26,657 square feet) of land, more or less.

## REVISION NOTES

| No. | Sheet | REVISION | Date | Approved |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**LEGEND :**

F – FOUND 1/2"ø IRON ROD
S – SET 1/2"ø IRON ROD
$S_1$– SET COTTON PICKER SPINDLE







SCALE: 1"=40'

BEARINGS BASED ON RECORD BEARINGS OF: AVELAR ESTATES SUBDIVISION, AS RECORDED IN VOLUME 52, PAGE 47, H.C.M.R.

# SUBDIVISION PLAT OF SOLIS ACRES SUBDIVISION

A 0.61 of an acre tract of land being a portion of Lot 5, R. B. Curry Survey Subdivision No. 3, as recorded in Volume 2, Page 23, Map Records, Hidalgo County, Texas, also being a portion of that certain tract described in Warranty Deed with Vendor's Lien recorded in Document # 323359, Official Records, Hidalgo County, Texas

DATE: MARCH 22, 2011

SCALE IN FEET 0 40' 80' 120'

SCALE: 1"---- 40'

ENGINEER: R.E. Garcia
Associates
FIRM #: F-5001

PREPARED BY: R.E. GARCIA & ASSOCIATES
116 NORTH 12TH AVENUE EDINBURG, TEXAS 78539 PHONE (956) 381-1081 FAX: 381-1280

## PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION ZONE "X" SHADED
ZONE "X" SHADED IS DEFINED AS AREAS OF 500 YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE;AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD

COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: JUNE 6, 2000; LOMR: MAY 17, 2002 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP FOR THE STATE OF TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE EXISTING AN AREA AS SHOWN ON THIS PLAT WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSINGS WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
FRONT: 40.00 FEET OR SHARP ROAD
REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 0.00 FEET OR EASEMENT WHICHEVER IS GREATER

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS RESTRICTION SHALL BE PLACED IN ALL DEEDS AND CONTRACTS FOR DEEDS FOR REAL ESTATE SOLD WITHIN THE SUBDIVISION. CERT DEVICE VIEC SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, WEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISH FLOOR NOTE: ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AS THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. BENCHMARK NOTE: THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M.#1 ELEV. 31.61 N.A.V.D. 88
1 INCH IRON ROD SET IN A 1' X 1' X 1' CONCRETE BLOCK APPROXIMATELY 28.00 FEET SOUTH AND 40.00 FEET WEST OF THE NORTH EAST CORNER OF LOT 1 OF THIS SUBDIVISION.

6. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 794 CUBIC-FEET (0.018 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IS ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: BY UTILIZING PROPERLY GRADED LANDSCAPED AREAS.

7. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS SOME DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL/MULTIFAMILY USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 31,750 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS TEST BORE WAS SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLUMBING MATERIALS PRIOR TO OCCUPYING A LOT.

8. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

9. "BOX ENTERPRISES, INC. & RAMONA GUTIERREZ, THE OWNERS & SUBDIVIDERS OF SOLIS ACRES SUBDIVISION, INTEND AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET SUB OF THIS PLAT.

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

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

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

13. ALL EASEMENTS ON THIS PLAT ARE DEDICATED BY THIS PLAT UNLESS NOTED OTHERWISE.

14. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT & OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL PROPERTY & MULTI-FAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PERMITS TO ENSURE ADEQUATE PARKING & BUILDING SETBACKS ARE PROVIDED. NO CERTIFICATE OF OCCUPANCY SHALL BE ISSUED UNLESS WHERE THE SITE PLAN, DRAINAGE PLAN AND/OR PLAT ARE APPROVED AND ALL REQUIRED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

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

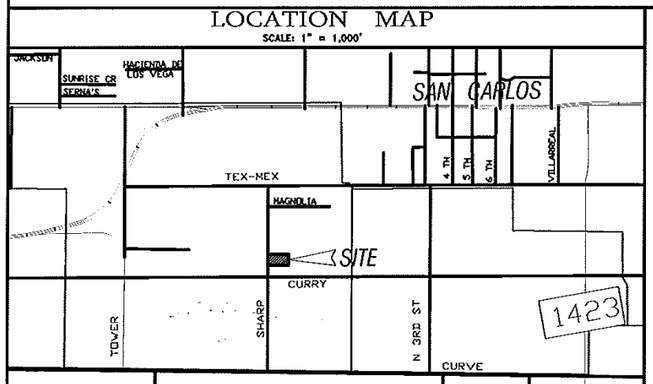
SOLIS ACRES SUBDIVISION IS LOCATED IN CENTRAL HIDALGO COUNTY IN H.C.P. # 6 ON THE EAST SIDE OF SHARP ROAD, APPROXIMATELY 295 FEET NORTH OF THE INTERSECTION OF SHARP ROAD & CURRY ROAD. THE NEAREST MUNICIPALITY IS THE CITY OF EDINBURG. ACCORDING TO THE OFFICIAL MAP LOCATED IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (75,544), SOLIS SUBDIVISION LIES APPROXIMATELY 2 1/2 MILE FROM THE CITY LIMITS AND IS OUTSIDE THE CITY'S ETJ.

**INDEX OF SHEETS**

| No. | DESCRIPTION |
|---|---|
| 1 | HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS AND EASEMENT DESIGNATION; METES & BOUNDS; SURVEYOR'S & ENGINEER'S CERTIFICATION; PLAT NOTES & RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY APPROVAL; DESCRIPTION OF LOCATION WITH RESPECT TO THE ETJ OF A MUNICIPALITY; H.C.D.D. APPROVAL; H.C.R.W. APPROVAL; H.C.I.D. APPROVAL;IRRIGATION DISTRICT APPROVAL; REVISION NOTES |
| 2 | WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH); SAMPLE OF LOG BORE FOR OSSF SYSTEM. TYPICAL WATER SERVICE CONNECTION; SURDIVIDER CERTIFICATE AND STATEMENT |
| 3 | MAP OF TOPOGRAPHY & DRAINAGE WITH ENGINEER'S CERTIFICATION, REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT |

## LOCATION MAP

SCALE: 1" = 1,000'




**PRINCIPAL CONTACTS:**

| | NAME: | ADDRESS: | CITY & ZIP | PHONE #/ FAX #: |
|---|---|---|---|---|
| OWNER: | NOE & RAMONA GUTIERREZ | 110 SANDRA STREET | SAN JUAN, 78589 | 783-2874 / - |
| ENGINEER: | RAUL E. GARCIA | 116 N. 12TH | EDINBURG, 78539 | 381-1081 / 381-1280 |
| SURVEYOR: | RAUL E. GARCIA | 116 N. 12TH | EDINBURG, 78539 | 381-1081 / 381-1280 |

SHEET NO. 1 OF 3 SHEETS

## RIGHT OF WAY EASEMENT

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

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

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

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

In witness whereof the said grantor executed this instrument this _____ day of _____ 20 .

NOE GUTIERREZ, Sr.
110 SANDRA STREET
SAN JUAN, TEXAS 78589

RAMONA GUTIERREZ
110 SANDRA STREET
SAN JUAN, TEXAS 78589

## THE STATE OF TEXAS COUNTY OF HIDALGO OWNER'S CERTIFICATION, DEDICATION, & ATTESTATION

I, NOE GUTIERREZ, SR. & RAMONA GUTIERREZ, AS OWNER OF THE 0.61 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SOLIS ACRES SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET AND EASEMENTS SHOWN HEREON. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(a)THE WATER QUALITY AND CONNECTIONS TO THE LOTS WILL MEET THE MINIMUM STANDARDS;
(b)SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;
(c)ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;
(d)GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS WILL MEET THE MINIMUM STATE STANDARDS;
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

NOE GUTIERREZ, Sr.
110 SANDRA STREET
SAN JUAN, TEXAS 78589

RAMONA GUTIERREZ
110 SANDRA STREET
SAN JUAN, TEXAS 78589

THE STATE OF TEXAS }(
COUNTY OF HIDALGO }(

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY APPEARED NOE GUTIERREZ, SR. & RAMONA GUTIERREZ, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____20__.

My Commission Expires: _____ Notary Public in and for Hidalgo County, Texas

## COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____O'CLOCK ___M, ON _____, _____, AND WAS RECORDED IN INSTRUMENT #:_____OF THE MAP RECORDS OF HIDALGO COUNTY.

_____ HIDALGO COUNTY CLERK

## HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SOLIS ACRES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON_____, _____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

## HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SOLIS ACRES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON_____, _____

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

APPROVAL BY IRRIGATION DISTRICT #1:
THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT No. 1, ON THIS___DAY OF _____ A.D. 200__.

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. ALSO, THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCID #1 RIGHT-OF-WAYS OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE HCID #1.

PRESIDENT — SECRETARY

## APPROVAL BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1, HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE REQUIREMENTS OF THE GENERAL POWERS GIVEN TO WATER DISTRICTS UNDER CODE §49.211(c) THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE PLANS ARE ADEQUATE FOR ANY PURPOSE. RESPONSIBILITY FOR THE ADEQUACY OF THE ORIGINALLY ACCEPTED ENGINEERING CRITERIA, IS & SHALL REMAIN THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

BY: _____
DISTRICT MANAGER

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

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE SOLIS ACRES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON_____, _____.

HIDALGO COUNTY JUDGE — DATE

ATTEST: _____
HIDALGO COUNTY CLERK — DATE

## THE STATE OF TEXAS COUNTY OF HIDALGO

I, RAUL E. GARCIA, REGISTERED PROFESSIONAL ENGINEER AND REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN APPLIED TO THIS PLAT.

REGISTERED PROFESSIONAL ENGINEER # 64750
REGISTERED PROFESSIONAL LAND SURVEYOR #4204 — DATE

# PLANNING DEPARTMENT
## County Of Hidalgo

**Raul E. Sesin, P.E., CFM**
**PLANNING ADMINISTRATOR**

TO: Judge Ramon Garcia
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: August 17, 2011

RE: **Morningside Estates, LLC Subdivision – Pct. 4**
**Preliminary Approval**

Morningside Estates, LLC is a seventy (70) lot subdivision located on the South side of Texas Road, approximately 200 feet East of Cesar Chavez Road.

The proposed Subdivision lies within the City of Edinburg E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on July 14, 2011. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report, drainage will be provided by Storm Drainage Pipe System with Type "A" inlets that will discharge into the HCDD No. 1 drain ditch located approximately ¼ mile West of the proposed subdivision.

The proposed subdivision plat was submitted to, reviewed, and approved by J. Benito Rodriguez, ROW Agent on July 15, 2011. The proposed subdivision plat will dedicate twenty (20) feet on Texas Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis Test were conducted by David Omar Salinas, PE and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing six (6) inch waterline on Texas Road that will serve as the primary source of water for the proposed development.

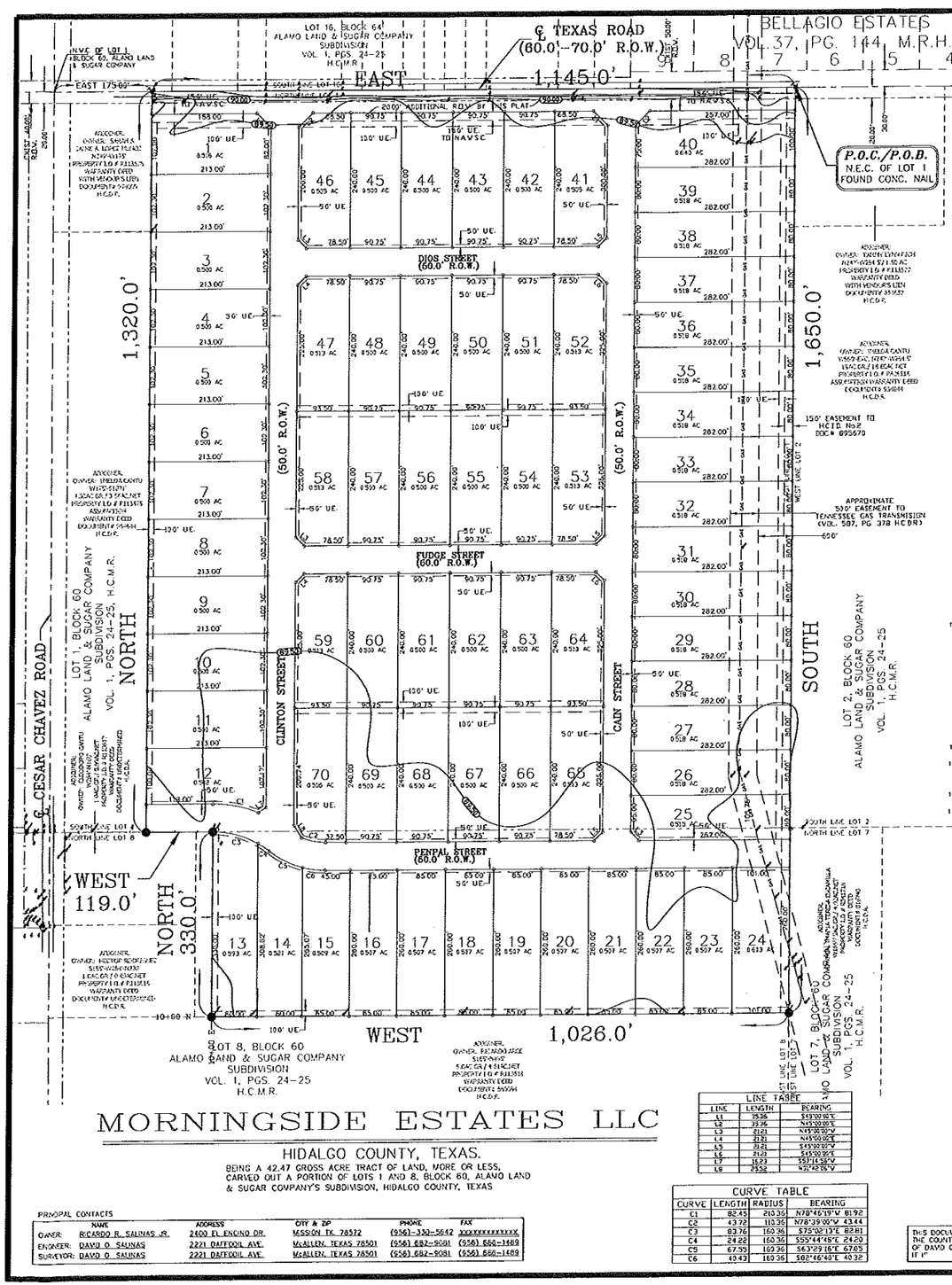
The proposed subdivision is more than 5 acres and therefore requires a SWMP3 which was submitted, reviewed, and approved by the Office of Environmental Compliance on August 4, 2011. In addition, a copy of the project's Notice of Intent (NOI) was submitted and approved by TCEQ and a copy was forwarded to the Hidalgo County Office of Environmental Compliance.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.
The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **August 16, 2011** subject to staff comments, future recommendations by Planning and other departments and approval from the City of Edinburg.

**LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW**

**Name of Subdivision:** **Morningside Estates LLC. 1st Review** **Page** Page 1 of 2

| Item Log | *DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Office of Environmental Compliance, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.* | Date | Initials |
|---|---|---|---|
| | | 08-16-2011 | JRT |
| | Please forward a sample warranty deed that the developer shall be utilizing to convey lots within this subdivision. The sample deed shall include the restriction *"No more than one single family detached dwelling shall be located on each lot"* as a reservation from and exception to conveyance warranty. | | |
| 1 | 1ST SHEET COMMENTS:<br>Please rename subdivision "Morningside Estates" is already taken. | | |
| 2 | Minimum utility easement shall be at 15 feet. | | |
| 3 | Please assign a street name for each road ROW created by this subdivision plat. Street name shall be reviewed and approved by the LRGVDC addressing system. | | |
| 4 | Please provide square footages for every proposed lot. | | |
| 5 | Please provide "pin" symbols for each lot corner. | | |
| 6 | Please provide road right of way dimension length. Refer to redline markups. | | |
| 7 | A temporary cross-hatch turn around easement shall be provided at both street ends toward the east and the west side of the subdivision property. | | |
| 8 | A drainage easement will be required by a different instrument number for the proposed storm drainage line crossing the west adjoining property owners. | | |
| 9 | Please provide tie down dimension for the existing gas easement for lots 24, 25, and 26. | | |
| 10 | Please dimension the existing ROW for Cesar Chavez Rd and trim right of way lines at the intersection with Texas Rd. | | |
| 11 | Please label all the lines along the southwest corner of subdivision and all original lot lines. Please refer to redline markups. | | |
| 12 | Please provide a detail site plan for lots 24, 25, and 26 with tie down dimension from lot line to gas easement. | | |
| 13 | Please provide a monument to define "nail found" on legend. | | |
| 14 | Please provide correct owners certification dedication and attestation. | | |
| 15 | Please correct the Texas Water Code on the HCDD#1 certification acknowledgment. | | |
| 16 | Please make sure all monuments coincide as described on the metes and bounds. Refer to redline markups. | | |
| 17 | Please correct city of Edinburg population as per the 2010 census on the subdivision location description. | | |
| 18 | Please provide the NAWSC easement/ ROW certification signature block. | | |
| 19 | PLAT NOTES:<br>1] Need to describe both community panel numbers with its flood zone definition and statement.<br>2] Rear setback of 110 feet shall be for lots 25 through 40. Also please add the garage / car port front setback to be at 18 feet. Refer to redline markups.<br>3] Please add "the office of environmental compliance". Also add to the note that; *No commercial shall be allowed on all internal lots 2 through 39 and lots 41 through 70.*<br>5] Please provide a 2nd BM set on concrete with disk.<br>9] Add the following restriction to plat note; *developer shall install a buffer fence to denied reverse frontage access from Texas Rd.*<br>10-A] is incomplete; please refer to attached plat notes.<br>*→Attached please find additional plat notes required by this plat ←* | | |




## MORNINGSIDE ESTATES LLC

HIDALGO COUNTY, TEXAS.

BEING A 42.47 GROSS ACRE TRACT OF LAND, MORE OR LESS, CARVED OUT A PORTION OF LOTS 1 AND 8, BLOCK 60, ALAMO LAND & SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS

PRINCIPAL CONTACTS

| | NAME | ADDRESS | CITY & ZIP | PHONE | FAX |
|---|---|---|---|---|---|
| OWNER: | RICARDO R. SALINAS JR. | 2400 EL ENCINO DR. | MISSION TX. 78572 | (956)-330-5642 | XXXXXXXXXXXX |
| ENGINEER: | DAVID O. SALINAS | 2221 DAFFODIL AVE. | McALLEN, TEXAS 78501 | (956) 682-9081 | (956) 686-1489 |
| SURVEYOR: | DAVID O. SALINAS | 2221 DAFFODIL AVE. | McALLEN, TEXAS 78501 | (956) 682-9081 | (956) 686-1489 |

LINE TABLE

| LINE | LENGTH | BEARING |
|---|---|---|
| L1 | 39.36 | S43°00'00"E |
| L2 | 39.36 | N43°00'00"E |
| L3 | 21.21 | N45°00'00"W |
| L4 | 21.21 | N45°00'00"E |
| L5 | 21.21 | S45°00'00"E |
| L7 | 16.33 | S57°16'58"W |
| L8 | 23.52 | N32°48'06"W |

CURVE TABLE

| CURVE | LENGTH | RADIUS | BEARING |
|---|---|---|---|
| C1 | 82.45 | 210.36 | N78°45'19"W 81.92 |
| C2 | 43.72 | 110.36 | N78°39'00"W 43.44 |
| C3 | 83.76 | 160.36 | S75°02'13"E 82.81 |
| C4 | 24.22 | 160.36 | S55°44'45"E 24.20 |
| C5 | 67.35 | 160.36 | S63°29'15"E 67.05 |
| C6 | 43.43 | 160.36 | S82°46'40"E 43.32 |

LEGEND

- FOUND NAIL
- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- N.O.R. NAIL OF RAY
- H.C.D.R. HIDALGO COUNTY DEED RECORDS
- H.C.O.R. HIDALGO COUNTY OFFICIAL RECORDS
- H.C.M.R. HIDALGO COUNTY MAP RECORDS

SCALE: 1"=100'

### GENERAL PLAT NOTES:

FOR RESIDENTIAL USE:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR PLAIN.
COMMUNITY PANEL NO. 480334 0335 D
EFFECTIVE JUNE 06, 2000
THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY PANEL NUMBER 480334 0335D EFFECTIVE DATE JUNE 06, 2000 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS, AND INCORPORATED AREAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OR RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THRU 4129).
2. MINIMUM SETBACKS:
FRONT 25.0 FEET.
REAR LOTS 1-24 & 41-70 20% OF LOT DEPTH BUT NOT OVER 40'.
REAR LOTS 24-40 110.0' FEET
SIDE 6.0 FEET OR EASEMENT WHICHEVER IS GREATER.
CORNER SIDE 10.0 FEET CORNER GARAGE 18.0 FEET
CORNER SIDE WHERE R.O.W. IS GREATER THAN 50.0 FEET: 20.0 FEET.
3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. EVERY OWNER LOT SHALL BE REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT, AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRE PRIOR TO OCCUPYING THE LOT.
4. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO CERTIFY THAT THE MOST RESTRICTIVE FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
5. THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.—>BM NO. 1—ELEV. 50.08 NGVD 29 DESCRIPTIONS: COTTON PICKER SPINDLE LOCATED AT THE NORTH WEST OF THE SUBDIVISION.
6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 7.31 ACRE FEET OR 2.31 ACRE FEET OF STORM WATER PER ACRE OF STORM WATER DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET NO. 3 FOR STORM SEWER IMPROVEMENTS)
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL OF FENCES, BUILDINGS, SHEDS, BE KEPT CLEAR SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 13 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
8. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
9. NO INDIVIDUAL LOT ACCESS OR LOT FRONTAGE PERMITTED ON TEXAS ROAD FOR LOTS 1, 40, 41, 42, 43, 44, 45 AND 46.
10. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ASSORPTIVE DRAIN FIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
11. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
12. WE, RICARDO R. SALINAS JR., MIGUEL LUNA, AND RAUL ORTIZ THE OWNERS & SUBDIVIDER OF MORNINGSIDE ESTATES LLC, SUBDIVISION, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET 2 OF THIS PLAT.
13. UNLESS OTHERWISE NOTED ON THIS PLAT, THE LOT IS MONUMENTED BY 1/2 INCH RODE BY 18 INCH LONG IRON RODS.
14. ALL CONSTRUCTION SHALL COMPLY WITH STORMWATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE COUNTY OF HIDALGO ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX. REG. NO. 71973 ON AUGUST 11, 2011. IT I"

STATE OF TEXAS
COUNTY OF HIDALGO

WE, THE UNDERSIGNED, OWNERS TO THE LAND SHOWN ON THIS PLAT DESIGNATED AS MORNINGSIDE ESTATES LLC , HIDALGO COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATED TO THE USE OF THE PUBLIC OR ENTITIES, ALL STREETS, WATER WAYS, WATER COURSES, ALLEYS, EASEMENTS, AND RIGHTS-OF-WAY HEREON SHOWN FOR THE PURPOSE OF CONSIDERATION HEREIN EXPRESSED, AND, FURTHER, HEREBY CERTIFY THAT THE REQUIREMENTS OF SECTION 232.032 OF THE TEXAS LOCAL GOVERNMENT CODE, PAGE 440, 2000 EDITION, HAVE BEEN MET AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SANITARY SEWER CONNECTIONS TO ALL LOTS OR SEPTIC TANKS MEET, OR WILL MEET, STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(D) GAS CONNECTIONS, IF AVAILABLE AND IF PROVIDED AS AN ALTERNATE SOURCE OF ENERGY, PROVIDED TO EACH LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

MORNINGSIDE ESTATES, LLC.
RICARDO R. SALINAS JR. PRESIDENT
2400 EL ENCINO DR.
MISSION TX. 78572

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED THE PERSON OR PERSONS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2011.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES _____

STATE OF TEXAS
CITY OF EDINBURG

I, THE UNDERSIGNED CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRPERSON PLANNING AND ZONING COMMISSION

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID OMAR SALINAS, P.E., A REGISTERED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, REGISTRATION NUMBER TX. 71973, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION, AND, FURTHER, DO I HEREBY CERTIFY THAT NONE OF THE AREAS BEING PLATTED HEREIN AS MORNINGSIDE ESTATES LLC AS DESCRIBED BY METES AND BOUNDS DESCRIPTION (SEE METES AND BOUNDS DESCRIPTION AT THE RIGHT) ARE NOT LOCATED IN A FLOOD PRONE AREA DESIGNATED AS ZONES "A" OR "AH" DEFINED AND DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

DAVID OMAR SALINAS P.E.
REG. PROFESSIONAL ENGINEER #71973

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID O. SALINAS, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND

DAVID O. SALINAS, R.P.L.S.
REG. PROFESSIONAL LAND SURVEYOR #5782

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATION

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY:_____ DATE: _____

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

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF PLAIR SALINAS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONER ON _____ 2011.

HIDALGO COUNTY JUDGE — DATE

ATTEST: HIDALGO COUNTY CLERK — DATE

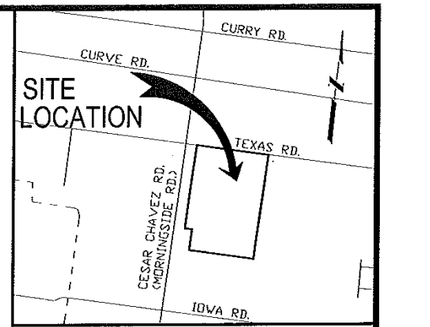
COUNTY CLERK'S RECORDING CERTIFICATE

I, _____ COUNTY CLERK OF HIDALGO COUNTY, THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK _____ M. ON _____ AND WAS RECORDED IN BOOK _____, SHEET(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____M. ON _____ 2011.

HIDALGO COUNTY CLERK — DATE

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

MORNINGSIDE ESTATES LLC IS LOCATED ALONG THE SOUTH SIDE OF TEXAS ROAD AND APPROXIMATELY 175.00' EAST FROM THE INTERSECTION OF CESAR CHAVEZ ROAD AND TEXAS ROAD ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 62,235 AS PER THE 2005 CENSUS). MORNINGSIDE ESTATES LLC DOES NOT LIE ADJACENT TO OR CONTIGUOUS WITH THE CITY LIMITS OF EDINBURG, IT IS WITHIN THE FIVE MILE EXTRATERRITORIAL JURISDICTION OF EDINBURG UNDER LOCAL GOVERNMENT CODE 42.021, PREDACT No.4




LOCATION MAP — SCALE : 1" = 1000'

MORNINGSIDE ESTATES LLC

PREPARED BY: SALINAS ENGINEERING & ASSOCIATES
2221 DAFFODIL AVE.
MCALLEN, TEXAS 78501

DATE PREPARED: AUGUST 08, 2011

PLAT SHEET 1 OF 3

### METES AND BOUNDS DESCRIPTION

BEING A 42.47 GROSS ACRE TRACT OF LAND, MORE OR LESS, CARVED OUT A PORTION OF LOTS 1 AND 8, BLOCK 60, ALAMO LAND & SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, SAID 42.47 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A NAIL FOUND ON THE NORTHEAST CORNER OF SAID LOT 1 LOCATED IN THE CENTER OF TEXAS ROAD, A 60.0 FOOT PUBLIC DEDICATED ROADWAY, FOR THE NORTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, SOUTH, CONSIDENT WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 1,320.0 FEET PASS A 1/2 INCH DIAMETER IRON ROD FOUND ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF SAID ROAD, AT A DISTANCE OF 1,320.0 FEET PASS THE SOUTHEAST CORNER OF SAID LOT 1 AND THE NORTHEAST CORNER OF SAID LOT 8, AT A DISTANCE OF 1,650.0 FEET IN ALL TO A 1/2 INCH DIAMETER IRON ROD FOUND ON THE EAST LINE OF SAID LOT 8 FOR THE SOUTH-EAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, WEST, ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 1,026.0 FEET TO A 1/2 INCH DIAMETER IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, NORTH, AT A RIGHT ANGLE FROM THE PREVIOUS CALL, A DISTANCE OF 330.0 FEET TO A 1/2 INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE NORTH LINE OF SAID LOT 8 AND THE SOUTH LINE OF SAID LOT 1 FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, WEST, CONSIDENT WITH THE NORNT LINE OF SAID LOT 8 SAME BEING THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 113.0 FEET TO A 1/2 INCH DIAMETER IRON ROD FOUND FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(5) THENCE, NORTH, AT A RIGHT ANGLE FROM THE PREVIOUS CALL, A DISTANCE OF 1,320.0 FEET PASS A 1/2 INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE EXISTING SOUTH RIGHT-OF-WAY OF SAID ROAD, AT A DISTANCE OF 1,320.0 FEET IN ALL TO A NAIL FOUND ON INTERSECTION WITH THE NORTH LINE OF SAID LOT 1 FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(6) THENCE, EAST, CONSIDENT WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 1,145.0 FEET TO THE POINT OF BEGINNING, CONTAINING 42.47 GROSS ACRES OF LAND, MORE OR LESS, OF WHICH THE NORTH 20.0 FEET (OR 0.53 ACRES, MORE OR LESS) ARE LOCATED WITHIN THE RIGHT-OF-WAY OF SAID TEXAS ROAD, LEAVING 41.94 NET ACRES OF LAND, MORE OR LESS.

BEARING SOURCE: SURVEY OF SAID 42.47 ACRE TRACT OF LAND PREPARED BY RIO DELTA ENGINEERING & SURVEYING, DATED 6/14/04, JOB NO. RIO 04 137

N:\SURVEYS\PLATS\MORNINGSIDEESTATES.SUB\42.47

DAVID OMAR SALINAS
71973
REGISTERED
PROFESSIONAL
ENGINEER

ALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 RIGHTS-OF-WAY OR EASEMENTS

PRESIDENT — ATTEST: SECRETARY

INDEX SHEET OF MORNINGSIDE ESTATES LLC

| | |
|---|---|
| SHEET 1 | HEADING, INDEX, LOCATION MAP, PRINCIPAL CONTACTS, PLAT NOTES, STREETS AND EASEMENTS DESCRIPTIONS, LEGEND, BOUNDARY, LOTS, BLOCKS, & SURVEY LINES AND DIMENSIONS, LOCATION, METES AND BOUNDS DESCRIPTION, OWNER'S DEDICATION, SURVEYOR'S CERTIFICATION, HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATION, HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL, DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE LIMITS OF A MUNICIPALITY AND PROXIMITY TO THE NEAREST INCORPORATED AREA, CONSTRUCTION AND/OR SUBDIVISION PLAT APPROVAL, NOTARIZATION OF SIGNATURES, AND WITNESS NOTES |
| SHEET 2 | WATER DISTRIBUTION AND SANITARY SEWER (OSSF) SYSTEM, ENGINEERING REPORT (WATER AND SEWER SYSTEMS), ENGINEER'S CERTIFICATION OF WATER AND SEWER SYSTEMS (OSSF) AND ENGINEER'S CERTIFICATION OF STREETS AND STORM SEWERS), SUBJECT OF LOW IMPACT DEVELOPMENT, PLOT PLANS AND SPECIFICATIONS OF WATER, SEWER, ELECTRIC SERVICE CONNECTIONS, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION. |
| SHEET 3 | DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THE DEVELOPMENT, MAP OF DEVELOPMENT AND DRAINAGE, AND ENGINEER'S CERTIFICATION OF SAME, DRAINAGE SECTIONS, PLANS AND PROFILES, STORM SEWER SECTION, STREET SECTIONS, CURB AND GUTTER SECTION, ENGINEER'S CERTIFICATION OF STREETS AND STORM SEWERS, WATER, SEWER, ELECTRIC SERVICE CONNECTIONS, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION. |

SALINAS ENGINEERING & ASSOCIATES
(F-8675)
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL — McALLEN, TEXAS 78501
(956) 682-9081 (956) 686-1489 (FAX)

# PLANNING DEPARTMENT
## County Of Hidalgo

**Raul E. Sesin, P.E., CFM**
**PLANNING ADMINISTRATOR**

TO: Judge Ramon Garcia
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: August 17, 2011

RE: **San Andres Subdivision – Pct. 1**
**Preliminary Approval**

San Andres Subdivision is a one (1) lot subdivision located on the North side of Earling Road approximately ½ mile East of Valverde Road.

The proposed Subdivision lies within the City of Donna E.T.J. and we have received authorization from them to be the lead entity in processing the proposed subdivision. The City will still be conducting an administrative staff review for the plat and will sign off on the final approved plat by the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on May 17, 2011. The proposed subdivision lies within a Zone "C" as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report, drainage will be provided by properly graded landscaped areas which will overflow to an existing Donna Irrigation District drain ditch located adjacent to the property on the East side.

The proposed subdivision plat was submitted to, reviewed, and approved by Roy Gonzalez, ROW Agent on May 18, 2011. The proposed subdivision plat will dedicate forty (40) on Earling Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis Test were conducted by Raul E. Garcia, PE and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing two (2) inch waterline on Earling Road that will serve as the primary source of water for the proposed development.

The proposed subdivision is more than 1 acre but less than 5 acres and would not be disturbing 1 acre of soil and therefore requires no SWMP3, as reviewed by the Office of Environmental Compliance.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **August 16, 2011** subject to staff comments, future recommendations by Planning and other departments and approval from the City of Donna.

## LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

**Name of Subdivision:** **San Andres 2nd Review** **Page** Page 1 of 1

| Item Log | *DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Office of Environmental Compliance, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.* | Date | Initials |
|---|---|---|---|
| | | 08-11-2011 | JRT |
| | Please forward a sample warranty deed that the developer shall be utilizing to convey lots within this subdivision. The sample deed shall include the restriction *"No more than one single family detached dwelling shall be located on each lot"* as a reservation from and exception to conveyance warranty. | | |
| 1 | 1ST SHEET COMMENTS: Metes and bounds are incorrect; please verify all bearing, surveyors' monument, original corner, proposed property corner and adjoining property owner's info. Metes and bounds must coincide with property. | | |
| 5 | Please provide owners name with property legal description and property / deed document number for all adjoining property owners. | | |
| 13 | 2ND SHEET COMMENTS: The Water and OSSF English and Spanish engineering report are incorrect. Please use our reports samples. | | |
| 14 | Please correct the subdivider statement to coincide with the OSSF engineering. Refer to redline markups. | | |
| 15 | 3RD SHEET COMMENTS: Drainage statement does not coincide with the approved drainage report. | | |
| 16 | Please dimension the drain ditch to coincide with cross section detail. | | |

# METES AND BOUNDS DESCRIPTION FOR A 5.00 ACRE TRACT

A 4.70 acre tract of land being a portion of Block 139, Hill-Halbert Subdivision, as recorded in Volume 1, Page 35, Map Records, Hidalgo County, Texas, and being more fully described by metes and bounds as follows:

**BEGINNING** at a set cotton picker spindle on the centerline of Earling Road also being the south line of said Block 139, being the southwest corner of that certain tract described in Gift Warranty Deed recorded in Document # 1232828, Official Records, Hidalgo County, Texas, for the southeast corner of herein described tract. Said point bears N 89° 36' 00" W 495.00 feet from a found one-half inch pipe being the southwest corner of said Block 139.

**THENCE** S 89° 36' 00" W 155.10 feet along said centerline of Earling Road also being the south line of said Block 139, to a set cotton picker spindle being the southeast corner of that certain tract described in Warranty Deed with Vendor's Lien recorded in Document # 1684714, Official Records, Hidalgo County, Texas, for the southeast corner of herein described tract.

**THENCE** N 00° 24' 00" W along the east line of said tract described in Warranty Deed with Vendor's Lien recorded in Document # 1684714, Official Records, Hidalgo County, Texas, being parallel to the west line of said Block 139, pass at 20.00 feet a point being the north Right-of-Way line of said Earling Road, pass at 1,260.00 feet a set one-half inch iron rod on the apparent south Right-of-Way line of a 120.00 foot Donna Irrigation District Right-of-Way and continuing for a total distance of 1,320.00 feet to a point on the north line of said Block 139, being the northeast corner of said tract described in Warranty Deed with Vendor's Lien recorded in Document # 1684714, Official Records, Hidalgo County, Texas, for the northwest corner of herein described tract.

**THENCE** N 89° 36' 00" E 155.10 feet along said north line of Block 139 to a point being the northwest corner of said tract described in Gift Warranty Deed recorded in Document # 1232828, Official Records, Hidalgo County, Texas, for the northeast corner of herein described tract.

**THENCE** S 00° 24' 00" E along the west line of said tract described in Gift Warranty Deed recorded in Document # 1850996, Official Records, Hidalgo County, Texas, pass at 120.00 feet a set one-half inch iron rod on said apparent south Right-of-Way line of a 120.00 foot Donna Irrigation District Right-of-Way, pass at 1,300.00 feet a point being the north Right-of-Way line of said Earling Road, and continuing for a total distance of 1,320.00 feet to the point of beginning and containing 4.70 acres of land, more or less.

## REVISION NOTES

| No. | Sheet | REVISION | Date | Approved |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**LEGEND :**

- F - FOUND 1/2"# IRON ROD
- S - SET 1/2"# IRON ROD
- $F_1$ - FOUND COTTON PICKER SPINDLE
- $S_1$ - SET COTTON PICKER SPINDLE
- $F_2$ - FOUND 3/4" IRON PIPE
- M - UNABLE TO SET MONUMENTATION

NORTH

SCALE: 1"=60'

BEARINGS BASED ON RECORD BEARINGS OF: DE LA ROSA ESTATES SUBDIVISION, AS RECORDED IN VOLUME 43, PAGE 22, H.C.M.R.

# SUBDIVISION PLAT OF SAN ANDRES SUBDIVISION

**A 4.70 ACRE TRACT OF LAND BEING A PORTION OF BLOCK 139, HILL HALBERT SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS.**

DATE: MAY 1, 2010

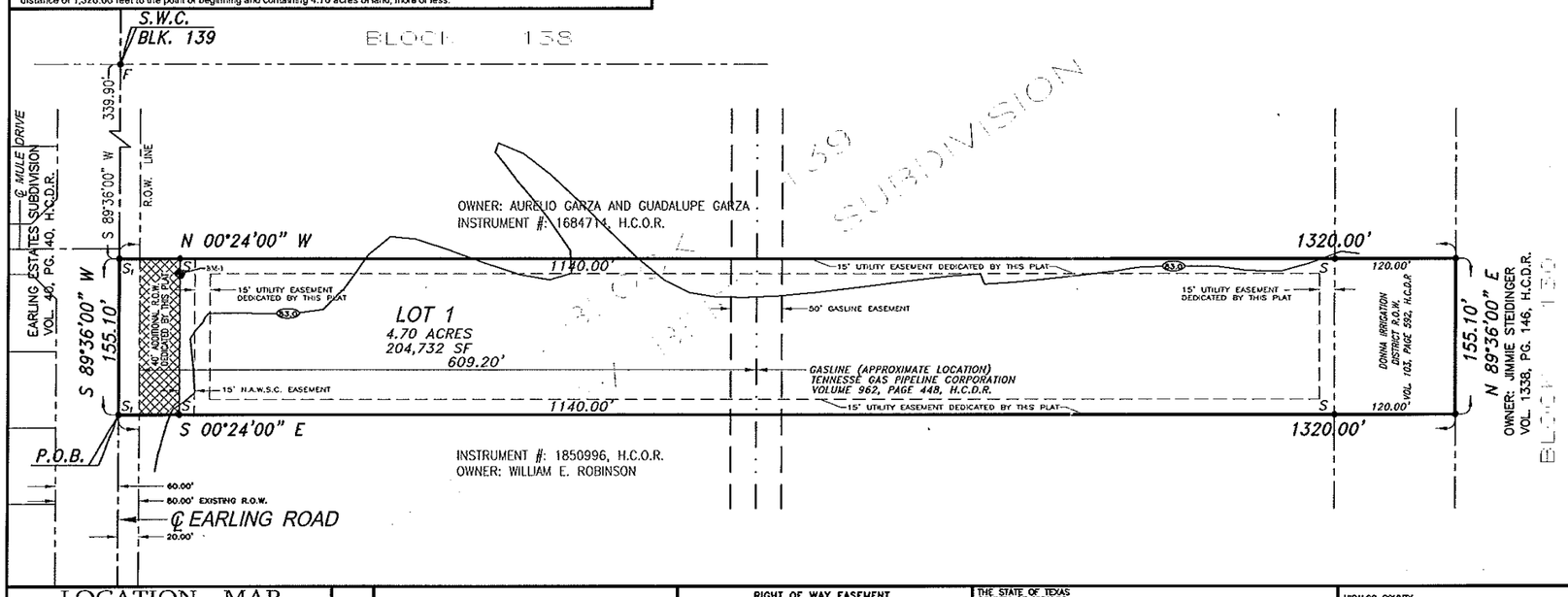
SCALE IN FEET 0 60' 120' 180'

SCALE: 1"--- 60'

ENGINEER (F-5001) R.E. Garcia

PREPARED BY: R.E. GARCIA & ASSOCIATES

116 NORTH 12TH AVENUE EDINBURG, TEXAS 78539 PHONE (956) 381-1061 FAX: 381-1260




## PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION ZONE "C"
ZONE "C" IS DEFINED AS AREAS OF MINIMAL FLOODING. (NO SHADING)

COMMUNITY-PANEL NO. 480334 0425 C EFFECTIVE DATE: NOVEMBER 15, 1982 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND INCORPORATED AREAS. THE PROPERTY SHOWN HEREON LIES WITHIN ZONE "C" AS SCALED FROM THE ABOVE REFERENCED FLOOD INSURANCE RATE MAP. NO 100-YEAR FLOOD PLAIN CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
FRONT: 50.00 FEET OR ELDORA ROAD
REAR: 10.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY CHECK SITE SHALL REQUIRE PLANNING DEPARTMENTS, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT

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

5. BENCHMARK NOTE: THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
A.B.M.-1 ELEV. 17.01 N.A.V.D. 88
A BRASS DISK SET IN A 1' X 1' CONCRETE BLOCK APPROXIMATELY 88.60 FEET NORTH AND 15.06 FEET EAST OF THE SOUTH WEST CORNER OF LOT 1 OF THIS SUBDIVISION.

6. DRAINAGE IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS. THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 9.940 CUBIC-FEET (0.1561 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET #3) FOR STORM SEWER IMPROVEMENTS.)

7. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL/MULTIFAMILY USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS THAT BE ALSO SEEN ON THE PLOTTED LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "WORK" PERMIT APPLICATION AS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

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

9. DELIA GONZALEZ NOTE: AS CUSTODIAN FOR ANDRES GONZALEZ, THE OWNER & SUBDIVIDER OF SAID ANDRES SUBDIVISION, RESERVE AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AS APPROVED SIGN ON THE LOT AS REFERENCED ON SHEET NO.2 OF THIS PLAT.

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

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

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

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

CITY OF DONNA
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE §212.009(c) & §212.0115(b)
WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE SAN ANDRES SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF DONNA ON

MAYOR, CITY OF DONNA — DATE

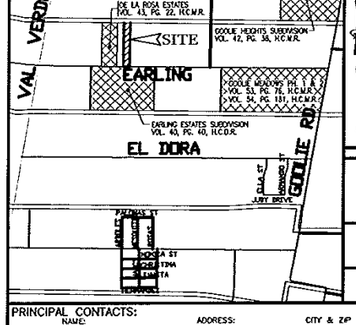
ATTEST: SECRETARY, CITY OF DONNA — DATE

APPROVAL BY THE PLANNING COMMISSION OF DONNA
THIS PLAT OF SAN ANDRES SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF DONNA AND IS HEREBY APPROVED BY SUCH.

ATTEST: SECRETARY — CHAIRMAN, PLANNING COMMISSION

## LOCATION MAP

SCALE: 1" = 2,000'




## INDEX OF SHEETS

| No. | DESCRIPTION |
|---|---|
| 1 | HEADING; INDEX; LOCATION MAP AND KEY; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS AND EASEMENT DESIGNATIONS; METES & BOUNDS; SURVEYOR'S & ENGINEER'S CERTIFICATION; PLAT NOTES & RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY APPROVAL; DESCRIPTION OF LOCATION WITH RESPECT TO THE ETJ OF A MUNICIPALITY; H.C.D.D. APPROVAL; H.C.R.W. APPROVAL; H.C.M.O. APPROVAL; IRRIGATION DISTRICT APPROVAL; REVISION NOTES |
| 2 | WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH); SAMPLE OF LOG BOOK FOR OSSF SYSTEM; TYPICAL WATER SERVICE CONNECTION; SUBDIVISION CERTIFICATE AND STATEMENT |
| 3 | MAP OF TOPOGRAPHY & DRAINAGE WITH ENGINEER'S CERTIFICATION, REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT |

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

SAN ANDRES SUBDIVISION IS LOCATED IN SOUTH CENTRAL HIDALGO COUNTY IN H.C.D. #1 ON THE NORTH SIDE OF EARLING ROAD, APPROXIMATELY 2,200 FEET EAST OF THE INTERSECTION OF EARLING ROAD & VAL VERDE ROAD. THE NEAREST MUNICIPALITY IS THE CITY OF DONNA. ACCORDING TO THE OFFICIAL MAP LOCATED IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (15,611), SAN ANDRES SUBDIVISION LIES APPROXIMATELY 1 1/2 MILE FROM THE CITY LIMITS AND IS INSIDE THE CITY'S TWO MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE S 42.021

## PRINCIPAL CONTACTS:

| NAME: | ADDRESS: | CITY & ZIP | PHONE #/ FAX #: |
|---|---|---|---|
| OWNER: STEVEN ALVARO GARZA | 1405 N. SHORE DR. | SAN BENITO, 78586 | 225-5176 / N/A |
| ENGINEER: (F-5001) RAUL E. GARCIA | 116 N. 12TH | EDINBURG, 78539 | 381-1061 / 381-1260 |
| SURVEYOR: RAUL E. GARCIA | 116 N. 12TH | EDINBURG, 78539 | 381-1061 / 381-1260 |

SHEET NO. 1 OF 3 SHEETS

## RIGHT OF WAY EASEMENT

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

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

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

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

In witness whereof the said grantor executed this instrument this _____ day of _____ 20 .

DELIA GONZALEZ SOTO
1405 N. SHORE DR.
SAN BENITO, TEXAS 78586

## THE STATE OF TEXAS
## COUNTY OF HIDALGO
## OWNER'S CERTIFICATION, DEDICATION, & ATTESTATION

I DELIA GONZALEZ SOTO, AS CUSTODIAN FOR ANDRES GONZALEZ AS OWNER OF THE 4.98 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROVISIONS OF THE DRAWN SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET AND EASEMENTS SHOWN HEREON. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A)THE WATER QUALITY AND CONNECTIONS TO THE LOTS WILL MEET THE MINIMUM STANDARDS;
(B)SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;
(C)ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;
(D)GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS WILL MEET THE MINIMUM STATE STANDARDS;
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

DELIA GONZALEZ SOTO
8755 CHARLES GREEN
MONTE ALTO, TEXAS 78538

THE STATE OF TEXAS }
COUNTY OF HIDALGO }

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY APPEARED DELIA GONZALEZ SOTO, AS CUSTODIAN FOR ANDRES GONZALEZ, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____20__.

My Commission Expires: _____ Notary Public in and for Hidalgo County, Texas

## COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK__ M, ON _____, AND WAS RECORDED IN INSTRUMENT #: _____ OF THE MAP RECORDS OF HIDALGO COUNTY.

_____ HIDALGO COUNTY CLERK

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SAN ANDRES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON_____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SAN ANDRES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON_____

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

## APPROVAL BY IRRIGATION DISTRICT:

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT, ON THIS _____DAY OF _____ A.D., 20__.

SECRETARY — CHAIRMAN

DONNA IRRIGATION DISTRICT WILL NOT BE RESONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT OF THIS SUBDIVISION, IF DESIRED THIS WILL NOT BE AT THE DISTRICTS EXPENSE.

## APPROVAL BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1, HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE §16.311(d). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

BY: _____
DISTRICT MANAGER

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

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE SAN ANDRES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON_____.

HIDALGO COUNTY JUDGE — DATE

ATTEST: HIDALGO COUNTY CLERK — DATE

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, RAUL E. GARCIA, REGISTERED PROFESSIONAL ENGINEER AND REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN APPLIED TO THIS PLAT.

REGISTERED PROFESSIONAL ENGINEER # 84750
REGISTERED PROFESSIONAL LAND SURVEYOR #4204 — DATE

# PLANNING DEPARTMENT
## County Of Hidalgo

**Raul E. Sesin, P.E., CFM**
**PLANNING ADMINISTRATOR**

TO: Judge Ramon Garcia, County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: August 17, 2011

RE: **Salvador Estates Subdivision – Pct. 4**
**Final Approval**

Salvador Estates Subdivision is a two (2) lot subdivision located on the South side of Mile 18 North Road approximately 800 feet East of North 3rd Street.

The proposed Subdivision lies within the Rural Area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on March 30, , 2009. The proposed subdivision lies within a Zone "AH" as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report the development will utilize properly graded landscaped area which will overflow towards the existing drain ditch.

The proposed subdivision plat was submitted to, reviewed, and approved by J. Benito Rodriguez Agent on March 30, 2009. The proposed subdivision plat will dedicate twenty (20) feet on Mile 18 North Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Raul E. Garcia, PE and approved by the Hidalgo County Environmental Health Department. All septic tank systems have been installed, inspected and can be expected to function satisfactorily.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing three (3) inch waterline on Mile 18 North Road that will serve as the primary source of water for the proposed development.

This subdivision was submitted prior to March 7, 2011. Therefore, the Office of Environmental Compliance considers this subdivision grandfathered to the submittal requirements of SWMP3.

The subdivision received Preliminary Approval from the Hidalgo County Commissioners Court on September 29, 2009. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **August 16, 2011.**

# SUBDIVISION PLAT OF
# SALVADOR ESTATES SUBDIVISION

A 5.00 acre tract of land being the east 5.00 of the west 10.00 acres of the east 20.00 acres of Lot 12, Section 256, Texas Mexican Railway Company's Subdivision as recorded in Volume 2, Page 29, Map Records, Hidalgo County, Texas, also being that certain tract described in Warranty Deed recorded in Document # 512765, Official Records, Hidalgo County, Texas

DATE: MARCH 13, 2009

SCALE IN FEET: 0, 60', 120', 180'

SCALE: 1"--- 60'

ENGINEER: R.E. Garcia

Associates


PREPARED BY: R.E. GARCIA & ASSOCIATES
116 NORTH 12TH AVENUE EDINBURG, TEXAS 78539 PHONE (956) 381-1061 FAX: 381-1280


## METES AND BOUNDS DESCRIPTION FOR A 5.00 ACRE TRACT

A 5.00 acre tract of land being the east 5.00 of the west 10.00 acres of the east 20.00 acres of Lot 12, Section 256, Texas Mexican Railway Company's Subdivision as recorded in Volume 2, Page 29, Map Records, Hidalgo County, Texas, also being that certain tract described in Warranty Deed recorded in Document # 512765, Official Records, Hidalgo County, Texas, and being more fully described by metes and bounds as follows:

**BEGINNING** at a set cotton picker spindle on the centerline of Mile 18 North Road also being the north line of said Lot 12, Section 256, for the northwest corner of herein described tract. Said point bears S 80° 55' 00" E 825.00 feet from a found three quarter inch pipe at the centerline intersection of said Mile 18 North Road and North 3rd Street being the northwest corner of said Lot 12, Section 256.

**THENCE** S 80° 55' 00" E 165.00 feet along said centerline of Mile 18 North Road also being the north line of said Lot 12, Section 256, to a set cotton picker spindle for the northeast corner of herein described tract.

**THENCE** S 09° 05' 00" W parallel to the west line of said Lot 12, Section 256, pass at 20.00 feet a set one-half inch iron rod being the south Right-of-Way line of said Mile 18 North Road, pass at 1,245.00 feet a set one-half inch iron rod and continuing for a total distance of 1,320.00 feet to a point on the south line of said Lot 12, Section 256, for the southeast corner of herein described tract.

**THENCE** N 80° 55' 00" W 165.00 feet along said south line of Lot 12, Section 256, to a point for the southwest corner of herein described tract.

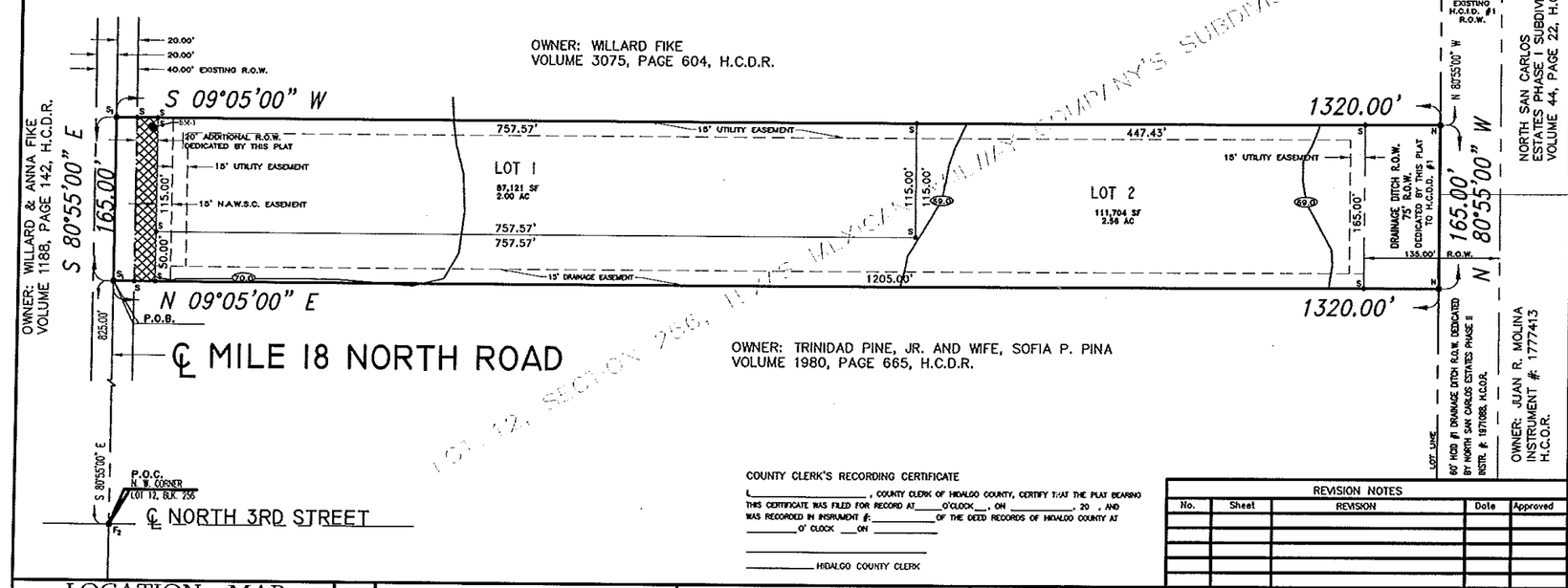
**THENCE** N 09° 05' 00" E parallel to the west line of said Lot 12, Section 256, pass at 75.00 feet a set one-half inch iron rod, pass at 1,300.00 feet a set one-half inch iron rod being the south Right-of-Way line of said Mile 18 North Road, continuing for a total distance of 1,320.00 feet to the point of beginning and containing 5.00 acres of land, more or less.

**LEGEND :**
- F = FOUND 1/2" IRON ROD
- S = SET 1/2"ø IRON ROD
- $F_1$ = FOUND COTTON PICKER SPINDLE
- $S_1$ = SET COTTON PICKER SPINDLE
- $F_2$ = FOUND 3/4" IRON PIPE
- N = UNABLE TO SET MONUMENTATION

NORTH

SCALE: 1"=60'

BEARINGS BASED ON RECORD BEARINGS OF: GUERRA ACRES SUBDIVISION, AS RECORDED IN VOL. 64, PAGE 187-189, H.C.M.R.




## PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "AH"
ZONE "AH" FLOOD DEPTH OF 1 TO 3 FEET (USUALLY AREAS OF PONDING) BASE FLOOD ELEVATION DETERMINED.
ELEVATION 71.00
COMMUNITY-PANEL NO. 480334 0350 D EFFECTIVE DATE: MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR SAYS HOWEVER AS SHE'S AS SHOWN ON THIS PLAT WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
FRONT: 50.00 FEET OR MILE 18 NORTH ROAD
REAR: 15.00 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (UNIT OWNER SHALL SHALL REQUIRE PLUMBING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT

4. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE AT OR ABOVE 72.00. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED IN/OR A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY THE AND PRIOR CONSTRUCTION. FINISH FLOOR ELEVATION ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. BENCHMARK NOTE: THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE JAY ENGINEERING PLANS.
BM-1 ELEV. 81.21 N.A.V.D. 88
A CHISELED "X" IN A CONCRETE BLOCK APPROXIMATELY 3180 FEET SOUTH AND 10.00 FEET WEST OF THE NORTH EAST CORNER OF LOT 1 OF THIS SUBDIVISION.

6. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO RETAIN A TOTAL OF 5.116 CUBIC-FEET PLANE) ACRE-YEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS SHALL BE ACCOMPLISHED AS FOLLOWS: (SEE ON THIS PLAT FOR STORM SEWER IMPROVEMENTS.)

7. DRAINAGE SWALE EASEMENT NOTE: NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. LOCAL DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTING, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

8. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A REPLACEMENT SYSTEM SHALL BE INSTALLED FOR COMMERCIAL/MULTI-FAMILY USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY AUTHORITIES AND EXCEPTS MAY BE ALSO BEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

9. A SPECIAL BOOKING IS REQUIRED FOR ALL BUILDING LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE BOOKING SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:
1. ANCHORING OF SEPTIC TANKS
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL.

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

11. SALVADOR CENTENO & ESPERANZA ACOSA, ARE OWNERS & SUBDIVIDERS OF SALVADOR ESTATES SUBDIVISION, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO.2 OF THIS PLAT.

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

13. EACH PURCHASER, OWNER OR DEVELOPER OF LAND WITHIN A SUBDIVISION AND PURCHASE OF A LOT IN THIS SUBDIVISION SHALL EXPECT TO RECEIVE A STANDARD SERVICES SUCH AS WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

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

15. AN OFF-STREET PARKING LOT SHALL PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR ALL COMMERCIAL & INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PERMIT. TO THE ORDINANCE OF A DRAINAGE PLAN SHALL INCLUDE ON-SITE RETENTION, STREET OR PLAT ARE APPROVED AND PROVIDED SHALL INCLUDE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN

# PLANNING DEPARTMENT
## County Of Hidalgo

**Raul E. Sesin, P.E., CFM**
**PLANNING ADMINISTRATOR**

TO: Judge Ramon Garcia, County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: August 17, 2011

RE: **Morin Subdivision – Pct. 3**
**Final Approval**

Morin Subdivision is a two (2) lot subdivision located on the East side of Goodwin Acres Road approximately ¼ mile North of Mile 1 North Road

The proposed Subdivision lies within the City of Palmview E.T.J. and was approved by said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on November 12, 2010. The proposed subdivision lies within Zone "C" as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report the development will utilize drainage detention swales.

The proposed subdivision plat was submitted to, reviewed, and approved by Jaime Salinas, ROW Agent on April 4, 2011. The proposed subdivision plat will dedicate five (5) feet on Goodwin Acres Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

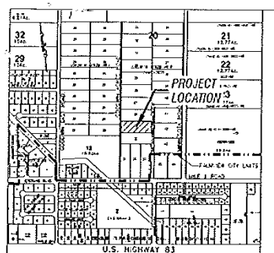
Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel Gonzalez and approved by the Hidalgo County Environmental Health Department. All septic tank systems have been installed, inspected and can be expected to function satisfactorily.

Water Services will be provided by the AGUA SUD. There is an existing eight (8) inch waterline on Goodwin Acres Road that will serve as the primary source of water for the proposed development.

The proposed subdivision was submitted prior to March 7, 2011. Therefore, the Office of Environmental Compliance considers this subdivision grandfathered to the submittal requirements of SWMP3.

The subdivision received Preliminary Approval from the Hidalgo County Commissioners Court on April 26, 2011. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **August 16, 2011.**




LOCATION MAP
SCALE 1"= 1000'

PREPARED BY:
BARRERA INFRASTRUCTURE GROUP, INC
7001 NORTH 10TH STREET SUITE 300
McALLEN, TEXAS 78504
DATE PREPARED: 12/15/10
DATE SURVEYED: 6/16/11

*SUBDIVISION PLAT OF*

# MORIN SUBDIVISION

*BEING ALL OF LOT 25, AMENDED MAP OF GOODWIN ACRES #2 SUBDIVISION, VOLUME 25, PAGE 113 H.C.M.R.*

PLAT SHEET 1 OF 2

LOCATION OF SUBDIVISION WITHIN THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY.

MORIN SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 3 ON THE EAST SIDE OF GOODWIN ACRES ROAD, APPROXIMATELY 700 FEET NORTH OF MILE 1 NORTH (VETERANS BLVD.). THE CITY OF PALMVIEW (POP. 4,707.) IS THE NEAREST MUNICIPALITY. MORIN SUBDIVISION LIES WITHIN THE CITY OF PALMVIEW'S 1 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I (WE), ALMA D. MORIN, JOSE LUIS MORIN, JR AND KENYA B. MORIN, AS OWNER (S) OF THE 2.0 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED MORIN SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS

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

_____ DATE _____ DATE
JOSE LUIS MORIN, JR
704 GOODWIN ACRES RD
PALMVIEW, TEXAS 78574

ALMA D. MORIN
704 GOODWIN ACRES RD
PALMVIEW, TEXAS 78574

_____ DATE
KENYA B. MORIN
704 GOODWIN ACRES RD
PALMVIEW, TEXAS 78574

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED THE PERSON(S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATION THEREIN STATED, GIVEN UNDER ME HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ 20_____

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

STATE OF TEXAS
COUNTY OF HIDALGO

I, RENE BARRERA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT

_____ DATE
RENE BARRERA
LICENSED PROFESSIONAL ENGINEER No. 86862
BARRERA INFRASTRUCTURE GROUP, INC
7001 N. 10TH STREET SUITE 300
McALLEN, TEXAS 78504

APPROVAL BY THE CITY OF PALMVIEW PLANNING AND ZONING COMMISSION

THIS PLAT OF MORIN SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PALMVIEW, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION

DATED THIS _____ DAY OF _____, 20____.

_____
CHAIRMAN, CITY OF PALMVIEW
PLANNING AND ZONING COMMISSION

APPROVAL BY THE CITY OF PALMVIEW MAYOR

I, THE UNDERSIGNED MAYOR OF THE CITY OF PALMVIEW, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED. DATED THIS _____ DAY OF _____, 20____.

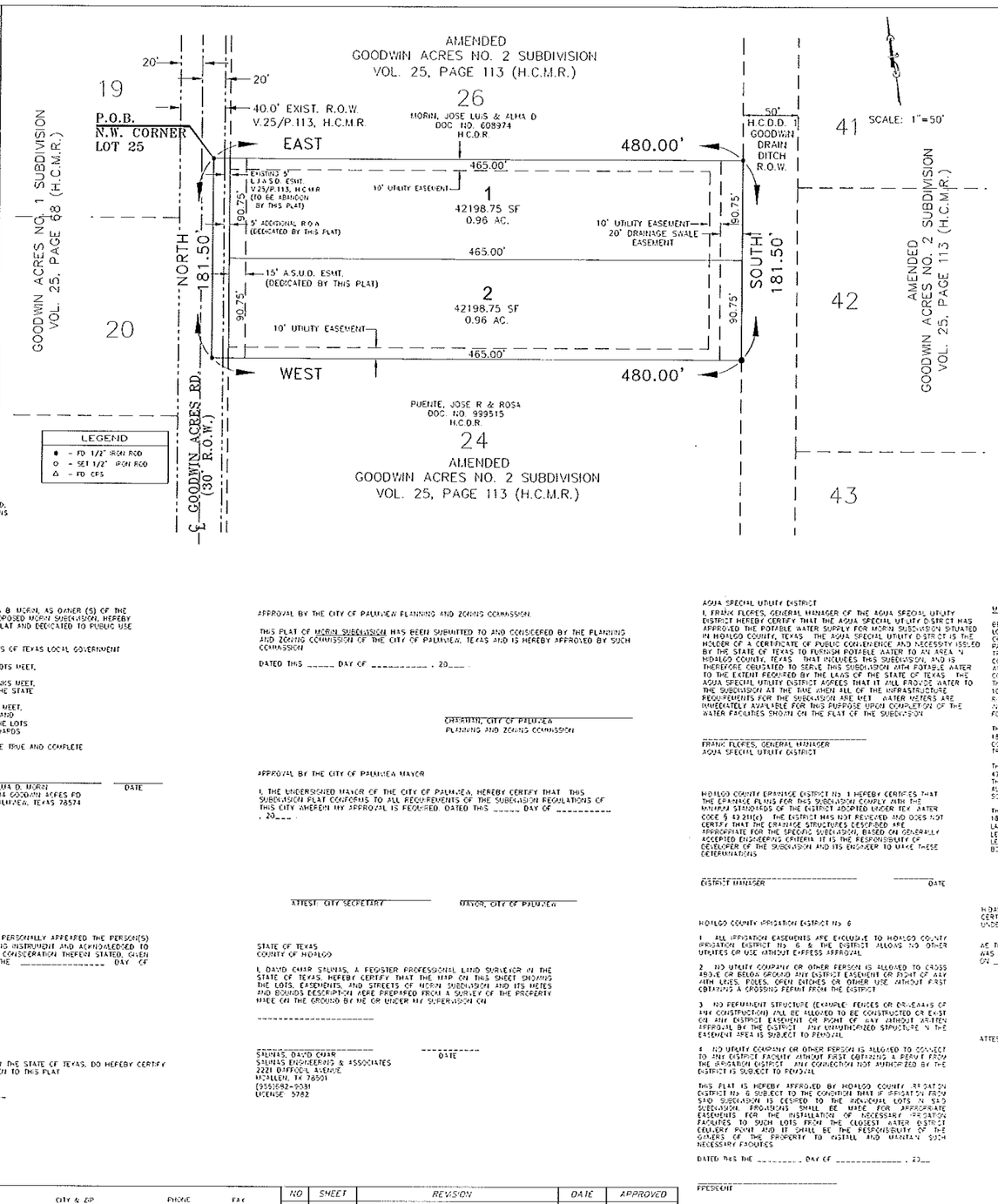
_____ _____
ATTEST: CITY SECRETARY MAYOR, CITY OF PALMVIEW

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID CHAIR SALINAS, A REGISTER PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE MAP ON THIS SHEET SHOWING THE LOTS, EASEMENTS, AND STREETS OF MORIN SUBDIVISION AND ITS METES AND BOUNDS DESCRIPTION ARE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON

_____

_____ _____ DATE
SALINAS, DAVID CHAIR
SALINAS ENGINEERING & ASSOCIATES
2221 DIFFOOL AVENUE
McALLEN, TX 78501
(956)682-9381
LICENSE 5782




LEGEND
- ● – FD 1/2" IRON ROD
- ○ – SET 1/2" IRON ROD
- △ – FD CPS

AGUA SPECIAL UTILITY DISTRICT

I, FRANK FLORES, GENERAL MANAGER OF THE AGUA SPECIAL UTILITY DISTRICT HEREBY CERTIFY THAT THE AGUA SPECIAL UTILITY DISTRICT HAS APPROVED THE POTABLE WATER SUPPLY FOR MORIN SUBDIVISION SITUATED IN HIDALGO COUNTY, TEXAS. THE AGUA SPECIAL UTILITY DISTRICT IS THE HOLDER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ISSUED BY THE STATE OF TEXAS TO FURNISH POTABLE WATER TO AN AREA IN HIDALGO COUNTY, TEXAS THAT INCLUDES THIS SUBDIVISION AND IS THEREFORE OBLIGATED TO SERVE THIS SUBDIVISION WITH POTABLE WATER TO THE EXTENT REQUIRED BY THE LAWS OF THE STATE OF TEXAS. THE AGUA SPECIAL UTILITY DISTRICT AGREES THAT IT WILL PROVIDE WATER TO THE SUBDIVISION AT THE TIME WHEN ALL OF THE INFRASTRUCTURE REQUIREMENTS FOR THE SUBDIVISION ARE MET. WATER METERS ARE IMMEDIATELY AVAILABLE FOR THIS PURPOSE UPON COMPLETION OF THE WATER FACILITIES SHOWN ON THE PLAT OF THE SUBDIVISION

_____
FRANK FLORES, GENERAL MANAGER
AGUA SPECIAL UTILITY DISTRICT

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

I HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE § 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS

_____ _____
DISTRICT MANAGER DATE

HIDALGO COUNTY IRRIGATION DISTRICT No. 6

1. ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 & THE DISTRICT ALLOWS NO OTHER UTILITIES OR USE WITHOUT EXPRESS APPROVAL

2. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT-OF-WAY WITH LINES, POLES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM THE DISTRICT

3. NO PERMANENT STRUCTURE (EXAMPLE: FENCES OR DRIVEWAYS OF ANY CONSTRUCTION) SHALL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR POINT OF WAY WITHOUT WRITTEN APPROVAL BY THE DISTRICT. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL

4. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CONNECT TO ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM THE IRRIGATION DISTRICT. ANY CONNECTION NOT AUTHORIZED BY THE DISTRICT IS SUBJECT TO REMOVAL

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT No. 6 SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID SUBDIVISION IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISIONS SHALL BE MADE FOR APPROPRIATE EASEMENTS FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNERS OF THE PROPERTY TO INSTALL AND MAINTAIN SUCH NECESSARY FACILITIES

DATED THIS THE _____ DAY OF _____, 20__

_____
PRESIDENT

_____
ATTEST SECRETARY

METES AND BOUNDS DESCRIPTION

BEING A 2.0 GROSS ACRE TRACT OF LAND, MORE OR LESS, CONSISTING OF ALL OF LOT 25 OF THE AMENDED MAP OF GOODWIN ACRES NO. 2 SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 25, PAGE 113, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 2.0 GROSS ACRE TRACT IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT A POINT ON THE NORTHWEST CORNER OF SAID LOT 25 LOCATED WITHIN THE R.O.W. OF GOODWIN ACRES ROAD FOR THE NORTHWEST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

THENCE, EAST, CONCURRENT WITH THE NORTH LINE OF SAID LOT 25, A DISTANCE OF 100 FEET PASS A ½ INCH DIAMETER IRON ROD FOUND ON THE EAST RIGHT-OF-WAY LINE OF SAID ROAD, AT A DISTANCE OF 480.0 FEET IN ALL TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHWEST CORNER OF SAID LOT 25 FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE, SOUTH, CONCURRENT WITH THE EAST LINE OF SAID LOT 25, A DISTANCE OF 181.50 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTH-EAST CORNER OF SAID LOT 25 FOR THE SOUTH-EAST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE, WEST, CONCURRENT WITH THE SOUTH LINE OF SAID LOT 25, A DISTANCE OF 470.0 FEET PASS A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID ROAD, AT A DISTANCE OF 480.0 FEET IN ALL TO A POINT ON THE SOUTHWEST CORNER OF SAID LOT 25 FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE, NORTH, CONCURRENT WITH THE WEST LINE OF SAID LOT 25, A DISTANCE OF 181.50 FEET TO THE POINT OF BEGINNING COMPRISING 2.00 GROSS ACRES OF LAND, MORE OR LESS, OF WHICH THE WEST 10.0 FEET (0.004 ACRES, MORE OR LESS) ARE LOCATED WITHIN THE RIGHT-OF-WAY OF SAID GOODWIN ACRES ROAD, LEAVING 1.98 NET ACRES OF LAND, MORE OR LESS, WITHIN THIS METES AND BOUNDS DESCRIPTION.

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

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MORIN SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____
HIDALGO COUNTY CLERK DATE

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "C" COMMUNITY-PANEL NO. 480334 0450 C MAP REVISED NOVEMBER 16, 1982

ZONE "C": AREAS OUTSIDE THE 100-YEAR FLOOD PLAIN

COMMUNITY-PANEL NO. 480334 0450 C MAP REVISED NOVEMBER 16, 1982 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFY AREAS AS SHOWN ON THIS PLAT OF THE PROPOSED SUBDIVISION TO BE WITHIN FLOOD ZONE "C".

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

2. SETBACKS
FRONT: 25.00 FEET
REAR: 15.00 FEET OR EASEMENT WIDTH, WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WIDTH, WHICHEVER IS GREATER

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE AND FIRE MARSHALL APPROVAL) APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTER LINE OF STREET PAVEMENT OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER

ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS LOCATED WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION

5. BENCHMARK NOTE: THE FOLLOWING BENCHMARKS ARE CENTERED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS
—29' NO 1—ELEV. _____ NGVD 29 DESCRIPTION: NE CORNER OF LOT 1
SET DISK IN CONCRETE
—29' NO 2—ELEV. _____ NGVD 29 DESCRIPTION: NW CORNER OF LOT 2
SET DISK IN CONCRETE

6. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN 4.7 ACRE-FEET (_____ CUBIC FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET NO. 2 FOR DRAINAGE REPORT AND DETENTION SWALE DETAILS)

7. DRAINAGE SWALE EASEMENTS NOTE: NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SAME.

8. LOTS 1 AND 2 ARE FOR RESIDENTIAL AND/OR COMMERCIAL USE

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

10. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR MULTI-FAMILY AND/OR COMMERCIAL USE

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. ALL OSSF SYSTEMS SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT

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

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

12. ALMA D. MORIN _____, THE OWNER & SUBDIVIDER OF MORIN SUBDIVISION, RETAIN AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.

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

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

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

16. FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS

17. IF THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT AND SUBSEQUENTLY IS DETERMINE THAT A LARGER METER IS REQUIRED, THEN THE USE WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAID TO THE AGUA SUD PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S).

18. ALL LOTS IN MORIN SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN MORIN SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREA. LOT OWNERS OF MORIN SUBDIVISION THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND/OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND/OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THAT THE DRAINAGE SWALES DEDICATED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING THE SUBDIVISION BECAUSE AN ALTERNATE DRAINAGE SYSTEM CONSTRUCTED AND MAINTAINED BY ESSENTIAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATION, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN MORIN SUBDIVISION, THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN MORIN SUBDIVISION ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY) TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORD IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____ COUNTY CLERK OF HIDALGO, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK ____M. ON _____, _____ AND WAS RECORDED IN BOOK _____ SHEET(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK ____M. ON _____

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF MORIN SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ENGINEER ON _____, 20__

_____ _____
HIDALGO COUNTY ENGINEER DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF MORIN SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 20__

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

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

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

INDEX TO SHEET OF MORIN SUBDIVISION

| | |
|---|---|
| SHEET 1 | HEADING, INDEX, LOCATION MAP AND ETJ, PRINCIPAL CONTACTS, PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS, DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED, SURVEYOR'S AND ENGINEER'S CERTIFICATION, CITY CERTIFICATE OF PLAT APPROVAL, COUNTY R.O.A. AND HEALTH DEPT. SIGNATURE OF APPROVAL, CERTIFICATION, IRRIGATION DISTRICT NOTES AND CERTIFICATE OF APPROVAL, LEGAL DESCRIPTION (METES AND BOUNDS), PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION, COUNTY CLERK'S RECORDING CERTIFICATE, HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL, H.C.I.D. NO. 1 CERTIFICATION, A.S.U.D. CERTIFICATE OF APPROVAL, REVISION NOTES |
| SHEET 2 | WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), TYPICAL WATER SERVICE CONNECTION, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION.<br>DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION, REVISION NOTES, TYPICAL ROADWAY SECTION (S) P/D AND GUTTER SECTION VALLEY GUTTER SECTION, TYPICAL DRAINAGE DETENTION SWALE DETAIL. |

PRINCIPAL CONTACTS

| | NAME | ADDRESS | CITY & ZIP | PHONE | FAX |
|---|---|---|---|---|---|
| OWNER | ALMA D. MORIN | 704 GOODWIN ACRES ROAD | PALMVIEW, TEXAS 78574 | (956) 563-5473 | |
| ENGINEER | RENE BARRERA | 7001 NORTH 10TH STREET SUITE 300 | McALLEN, TEXAS 78504 | (956) 630-3355 | (956) 992-8891 |
| SURVEYOR | DAVID SALINAS | 2221 DIFFOOL AVE | McALLEN, TEXAS 78503 | (956) 682-9381 | |

| NO | SHEET | REVISION | DATE | APPROVED |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

BIG ENGINEERING
FIRM NO. 6435
7001 N. 10th Street, Ste. 300
Mcallen, Texas 78504
956-687-3355
956-992-8891 (FAX)

# PLANNING DEPARTMENT
## County Of Hidalgo

**Raul E. Sesin, P.E., CFM**
**PLANNING ADMINISTRATOR**

TO: Judge Ramon Garcia, County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: August 17, 2011

RE: **Elite Village Phase 2 Subdivision – Pct. 3**
**Final Approval**

Elite Village Phase 2 Subdivision is a thirty four (34) lot subdivision located on the West side of Texan Road approximately ¼ mile North from Mile 4 North Road

The proposed Subdivision lies within the City of Mission E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on June 11, 2010. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report the development will utilize on-site drainage detention swales.

The proposed subdivision plat was submitted to, reviewed, and approved by Jaime Salinas, ROW Agent on September 2, 2010. The proposed subdivision plat will dedicate ten (10) feet on Texan Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel Gonzalez and approved by the Hidalgo County Environmental Health Department. All septic tank systems have been installed, inspected and can be expected to function satisfactorily.

Water Services will be provided by Agua S.U.D. There is an existing eight (8) inch waterline on Texan Road that will serve as the primary source of water for the proposed development.

This subdivision was submitted prior to March 7, 2011. Therefore, the Office of Environmental Compliance considers this subdivision grandfathered to the submittal requirements of SWMP3.

The subdivision received Preliminary Approval from the Hidalgo County Commissioners Court on September 28, 2010. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **August 16, 2011.**

# SUBDIVISION PLAT OF
# ELITE VILLAGE SUBDIVISION PHASE II

A 20.00 ACRE TRACT OF LAND BEING ALL OF LOTS 27 AND 28, BLOCK 6, TEXAN GARDENS, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 57 AND 58, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 1727, PAGE 223, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 20.00 ACRE TRACT OF LAND BEING ALL OF LOTS 27 AND 28, BLOCK 6, TEXAN GARDENS, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 57 AND 58, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 1727, PAGE 223, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD 24" N LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET IN THE CENTERLINE OF TEXAN ROAD FOR THE NORTHEAST CORNER OF LOT 27 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°59' W, ALONG THE EAST LINE OF LOTS 27 AND 28, AND THE CENTERLINE OF TEXAN ROAD, A DISTANCE OF 599.97 FEET (MAP RECORD: 600.00 FEET) TO A 1/2" IRON ROD 24" N LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF LOT 28 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°01' W, ALONG THE SOUTH LINE OF LOT 28, PASSING A 1/2" IRON ROD FOUND AT 30.00 FEET FOR THE WEST RIGHT OF WAY LINE OF TEXAN ROAD, A TOTAL DISTANCE OF 1,452.00 FEET TO A 1/2" IRON ROD 24" N LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF LOT 28 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°59' E, ALONG THE WEST LINE OF LOTS 27 AND 28, A DISTANCE OF 594.97 FEET TO A 1/2" IRON ROD 24" N LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET, A TOTAL DISTANCE OF 599.97 FEET (MAP RECORD: 600.00 FEET) FOR THE NORTHWEST CORNER OF LOT 27 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°01' E, ALONG THE NORTH LINE OF LOT 27, PASSING A 1/2" IRON ROD 24" N LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 5.0 FEET, AND A 1/2" IRON ROD 24" N LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 1,422.00 FEET FOR THE WEST RIGHT OF WAY LINE OF TEXAN ROAD, A TOTAL DISTANCE OF 1,452.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 20.00 ACRES OF LAND MORE OR LESS, OF WHICH 2.51 ACRES LIES WITHIN STREET RIGHT OF WAY, LEAVING A NET TOTAL OF 17.49 ACRES.

BEARINGS ARE IN ACCORDANCE WITH ELITE VILLAGE SUBDIVISION PHASE I, RECORDED IN INSTRUMENT NUMBER 1968970, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

3-19-08
DATE

COUNTY OF HIDALGO
STATE OF TEXAS

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

ALFONSO QUINTANILLA
P.E. No. 95534

P.E. 7-15-11
DATE

PLANNING & ZONING COMMISSION
ACKNOWLEDGMENT

THIS PLAT OF ELITE VILLAGE SUBDIVISION PHASE II HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 20____

CHAIRMAN

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ELITE VILLAGE SUBDIVISION PHASE II WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ 20____

HIDALGO COUNTY HEALTH INSPECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ELITE VILLAGE SUBDIVISION PHASE II WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 20____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

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

I, LAURA COFFMAN VICE-PRESIDENT OF TOP FRUIT, INC., AS OWNER OF THE 20.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED ELITE VILLAGE SUBDIVISION PHASE II, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

LAURA COFFMAN, VICE-PRESIDENT
OF TOP FRUIT INC.
P.O. BOX 720043
MC ALLEN, TEXAS 78504

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

LAURA COFFMAN, VICE-PRESIDENT OF TOP FRUIT INC.

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

Given under my hand and seal of office this _____ day of _____, 20____

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2013

LILIA A. QUINTANILLA- NOTARY PUBLIC

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 16 SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID DISTRICT IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENTS FOR THE INSTALLATION OF NECESSARY IRRIGATION DELIVERY FACILITIES, AS REQUIRED BY THE DISTRICT'S SUBDIVISION POLICIES, TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT AND BY VIRTUE OF THESE REQUIREMENTS IT SHALL BE THE RESPONSIBILITY OF THE OWNERS OF THE PROPERTY TO INSTALL AND MAINTAIN SUCH FACILITIES.

DATED THIS THE _____ DAY OF _____, 20____

PRESIDENT — ATTEST: SECRETARY

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

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

Hidalgo County Judge — date

ATTEST: _____
Hidalgo County Clerk — date

CITY OF MISSION
CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0115(B) WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ELITE VILLAGE SUBDIVISION PHASE II WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

MAYOR OF CITY OF MISSION — DATE

ATTEST: _____
CITY SECRETARY — DATE

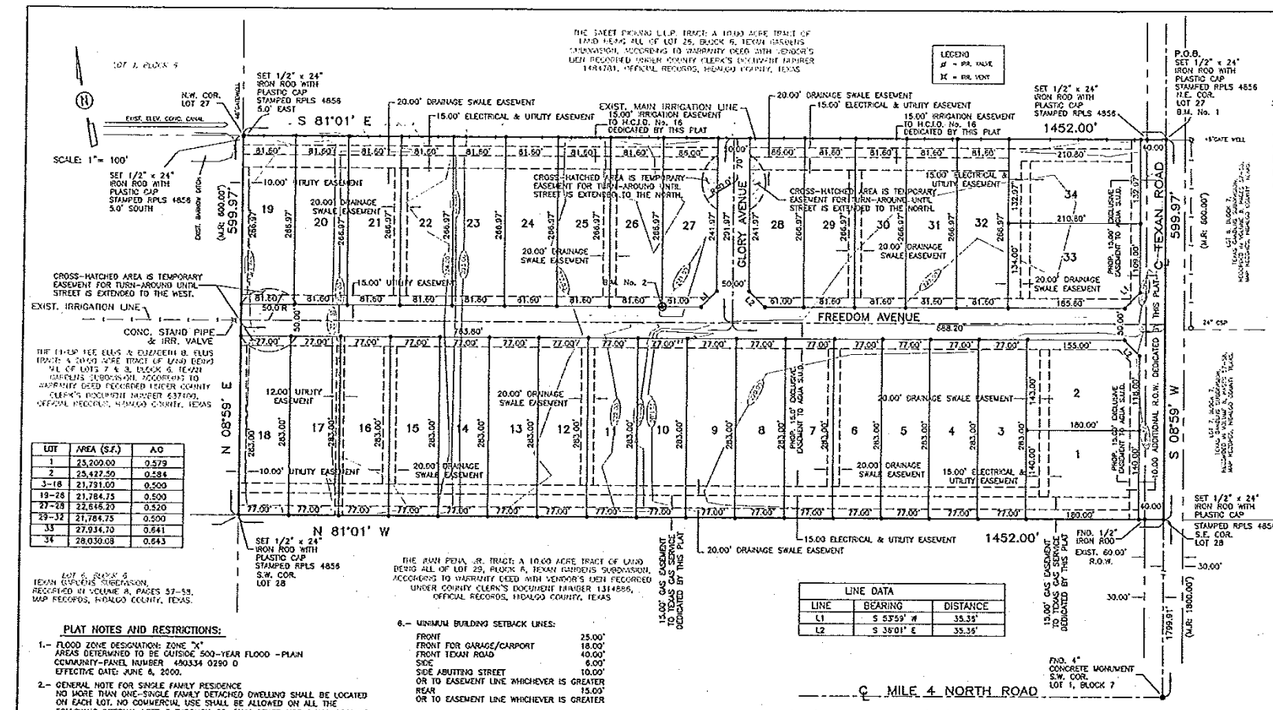
I, FRANCISCO FLORES, HEREBY CERTIFY THAT THE AQUA SPECIAL UTILITY DISTRICT HAS APPROVED THE POTABLE WATER SUPPLY FOR THE ELITE VILLAGE SUBDIVISION PHASE II HIDALGO COUNTY, TEXAS. THE AQUA SPECIAL UTILITY DISTRICT IS THE HOLDER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ISSUE BY THE STATE OF TEXAS TO FURNISH POTABLE WATER TO AN AREA IN HIDALGO COUNTY, TEXAS. THAT INCLUDES THIS SUBDIVISION, AND IS THEREFORE OBLIGATED TO SERVE THIS SUBDIVISION WITH POTABLE WATER TO THE EXTENT REQUIRED BY THE LAWS OF THE STATE OF TEXAS. THE AQUA SPECIAL UTILITY DISTRICT AGREES THAT IT WILL PROVIDE WATER TO THIS SUBDIVISION AT THE TIME WHEN ALL OF THE INFRASTRUCTURE REQUIREMENTS FOR THE SUBDIVISION ARE WET. WATER METERS ARE IMMEDIATELY AVAILABLE FOR THIS PURPOSE UPON COMPLETION OF THE WATER FACILITIES SHOWN ON THE PLAT OF THE SUBDIVISION.

MR. FRANCISCO FLORES
GENERAL MANAGER
AQUA SPECIAL UTILITY DISTRICT

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

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

BY: _____ DEPUTY




| LOT | AREA (S.F.) | AC |
|---|---|---|
| 1 | 25,200.00 | 0.579 |
| 2 | 25,427.50 | 0.584 |
| 3-18 | 21,791.00 | 0.500 |
| 19-26 | 21,784.75 | 0.500 |
| 27-28 | 22,618.25 | 0.520 |
| 29-32 | 21,784.75 | 0.500 |
| 33 | 27,934.70 | 0.641 |
| 34 | 28,030.08 | 0.643 |

| LINE DATA | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | S 53°59' W | 35.35' |
| L2 | S 36°01' E | 35.35' |

## PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD -PLAIN
COMMUNITY-PANEL NUMBER 480334 0290 D
EFFECTIVE DATE: JUNE 6, 2000.

2.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCE
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL THE FOLLOWING INTERNAL LOTS 3 THROUGH 32. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

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

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

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

## INDEX OF SHEETS


SHEET 1.– HEADING INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S & ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; COUNTY APPROVAL CERTIFICATES; COUNTY CLERK'S RECORDING CERTIFICATE; H.C. ROW, AND HEALTH CERTIFICATES; HIDALGO COUNTY IRRIGATION DISTRICT No. 16 CERTIFICATE AQUA S.U.D. CERTIFICATE; H.C.D.D. No. 1 CERTIFICATE; CITY OF MISSION CERTIFICATES; PLANNING AND ZONING, CHAIRMAN AND MAYOR, REVISION NOTES

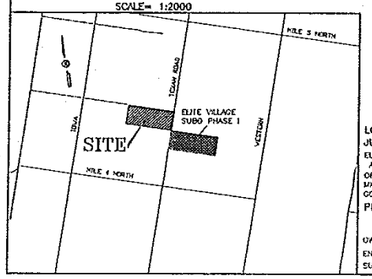
SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SUBDIVIDER'S CERTIFICATE & STATEMENT; REVISION NOTES.

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, MAP OF TOPOGRAPHY OF DRAINAGE, AND ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS; REVISION NOTES.


### REVISION NOTES

| No. | Sheet | REVISION | Date | Approved |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

## LOCATION MAP
SCALE= 1:2000




6.– MINIMUM BUILDING SETBACK LINES:

| | |
|---|---|
| FRONT | 25.00' |
| FRONT FOR GARAGE/CARPORT | 18.00' |
| FRONT TEXAN ROAD | 40.00' |
| SIDE | 6.00' |
| SIDE ABUTTING STREET | 10.00' |
| OR TO EASEMENT LINE WHICHEVER IS GREATER | |
| REAR | 15.00' |
| OR TO EASEMENT LINE WHICHEVER IS GREATER | |

7.– DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 47,849.64 CUBIC-FEET (1.10 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS.)

8.– DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

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

10.– BENCHMARK No. 1= 220.17 SET 1/2" IRON ROD LOCATED AT NORTHEAST CORNER OF PROPOSED SUBDIVISION. N.A.V.D. 88 DATUM
BENCHMARK No. 2= 221.03 SET 1/2" IRON ROD W/ CONC. MONUMENT LOCATED ON THE SOUTHEAST CORNER OF LOT 33 N.A.V.D. 88 DATUM

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

12.– ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO H.C.I.D. NO. 16 DISTRICT, AND NO OTHER UTILITIES OR USE IS ALLOWED WITHOUT EXPRESS APPROVAL BY THE DISTRICT.

13.– NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM THE DISTRICT. (H.C.I.D. NO. 16 DISTRICT)

14.– NO PERMANENT STRUCTURES (EXAMPLE-FENCES OF ANY CONSTRUCTION) WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY H.C.I.D. No. 16. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.

15.– FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.

16.– IF THE PURCHASER(S) OF LOT REQUIRES A COMMERCIAL LOT AND SUBSEQUENTLY DETERMINES THAT A LARGER METER IS REQUIRED, THEN THE LOT WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAID TO THE CORPORATION PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S).

17.– THE RESIDENTIAL LOTS (3 THRU 32) SHOULD REFLECT SERVICE BY A ¾" METER.

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

19.– LOTS 2 & 33 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO TEXAN ROAD UNLESS SAID LOTS ARE DESIGNATED FOR COMMERCIAL USE. LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AS PER NOTE 18 AND ARE SUBJECT TO APPROVAL FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.

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

21.– LAURA COFFMAN, VICE-PRESIDENT OF TOP FRUIT INC. THE OWNER & SUBDIVIDER OF ELITE VILLAGE SUBDIVISION PHASE II RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

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

23.– NO SIDEWALKS REQUIRED ON RESIDENTIAL LOTS; 5' SIDEWALKS MAY BE REQUIRED ON COMMERCIAL OR NONRESIDENTIAL BY THE COUNTY'S PLANNING DEPARTMENT DURING THE BUILDING PERMIT PROCESS IN PARTICULAR THOSE LOTS THAT HAVE FRONTAGE ON TEXAN ROAD.

24.– CROSS-HATCHED AREA IS TEMPORARY EASEMENT FOR TURN-AROUND UNTIL STREET IS EXTENDED TO THE NORTH & WEST IN A RECORDED PLAT. SAID TEMPORARY EASEMENT SHALL BE AUTOMATICALLY ABANDONED UPON THE CONSTRUCTION OF A DEDICATED STREET TO THE NORTH & WEST.

25.– ALL LOTS IN ELITE VILLAGE SUBDIVISION PHASE II SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN ELITE VILLAGE SUBDIVISION PHASE II SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF ELITE VILLAGE SUBDIVISION PHASE II SUBDIVISION THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING ELITE VILLAGE SUBDIVISION PHASE II SUBDIVISION BECAUSE OF AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATION, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN ELITE VILLAGE SUBDIVISION PHASE II SUBDIVISION, THE COUNTY AND DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN ELITE VILLAGE SUBDIVISION PHASE II SUBDIVISION ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AND INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

26.– FENCING ALONG THE NORTH SIDE OF LOTS 19 THROUGH 32, AND 34 SHALL BE ALONG THE SOUTH LINE OF THE 15.00' IRRIGATION EASEMENT.

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

ELITE VILLAGE SUBDIVISION PHASE II, IS LOCATED IN WEST HIDALGO COUNTY, 1799.91' NORTH OF THE INTERSECTION OF MILE 4 NORTH ROAD (FM 2221) AND ON THE WEST SIDE OF TEXAN ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 67,119). ELITE VILLAGE SUBDIVISION PHASE II, LIES FIVE MILES FROM THE CITY LIMITS AND FALLS INSIDE THE CITY'S FIVE-MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE §212.001 AND LIES IN PCT. NO. 3

### PRINCIPAL CONTACTS:

| | Name | Address | City & Zip | Phone | Fax |
|---|---|---|---|---|---|
| OWNER: | LAURA COFFMAN, VICE-PRESIDENT OF TOP FRUIT INC. | RT 20, BOX 4150 | MISSION, TX. 78574 | (956)687-5388 | (956)585-8667 |
| ENGINEER: | ALFONSO QUINTANILLA | 124 E. STUBBS | EDINBURG, TX 78539 | (956)381-6480 | (956)381-0527 |
| SURVEYOR: | ALFONSO QUINTANILLA | 124 E. STUBBS | EDINBURG, TX 78539 | (956)381-6480 | (956)381-0527 |


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


| SHEET NO. 1 OF 3 SHEETS | FILENAME I:\PROJECTS\ELITE VILLAGE SUBD. NO. II\ELITE2-PLAT | | | |
|---|---|---|---|---|
| | DATE PREPARED | PREPARED BY | CHECKED BY | APPROVED BY |
| | 5-18-2008 | LJ | | |
| | DATE REVISED | REVISED BY | CHECKED BY | APPROVED BY |

# PLANNING DEPARTMENT
## County Of Hidalgo

**Raul E. Sesin, P.E., CFM**
**PLANNING ADMINISTRATOR**

TO: Judge Ramon Garcia, County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: August 17, 2011

RE: **Castaneda Subdivision – Pct. 1**
**Final Approval**

Castaneda Subdivision is a one (1) lot subdivision located on the West side of Mile ½ West Road (Washington Ave) approximately ¼ mile North of Mile 8 North Road.

The proposed Subdivision lies within the City of Mercedes E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on September 01, 2009. The proposed subdivision lies within Zone "X" as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report the development will utilize on-site Drainage Detention Swales.

The proposed subdivision plat was submitted to, reviewed, and approved by Roy Gonzalez, ROW Agent on May 26, 2011. The existing Road Right of Way is in compliance with the Hidalgo County Thoroughfare Plan and the Hidalgo County ROW Department.

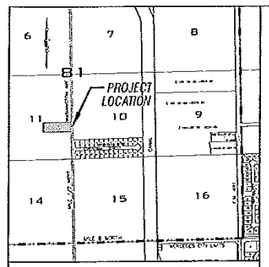
Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel Gonzalez and approved by the Environmental Health Department. All septic tank systems have been installed and can be expected to function satisfactorily.

Water Services will be provided by the City of Mercedes. There is an existing eight (8) inch waterline on Washington Ave. that will serve as the primary source of water for the proposed development.

This subdivision was submitted prior to March 7, 2011. Therefore, the Office of Environmental Compliance considers this subdivision grandfathered to the submittal requirements of SWMP3.

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

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **August 16, 2011.**




LOCATION MAP
SCALE: 1" = 1000'

PREPARED BY:
BARRERA INFRASTRUCTURE GROUP, INC.
7001 NORTH 10TH STREET SUITE 300
McALLEN, TEXAS 78504
FIRM # 6435
DATE PREPARED: 6-5-09
DATE SURVEYED: 2-24-09

*SUBDIVISION PLAT OF*

# CASTAÑEDA SUBDIVISION

*BEING 1.50 ACRES (1.398 AC. NET) OF LAND OUT OF LOT 11, BLOCK 81 OF THE CAPISALLO DISTRICT SUBDIVISION AS PER MAP RECORDED IN VOLUME "P", PAGE 227, H.C.D.R.*

PLAT SHEET 1 OF 2

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION:

I, FELIX ROCHA JR. AND JESSICA ROCHA, AS OWNER (S) OF THE 1.50 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED CASTANEDA SUBDIVISION, HEREBY THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

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

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

_____ _____ _____
BY: FELIX ROCHA JESSICA ROCHA DATE
ADDRESS: 316 FRANCIS
MERCEDES, TEXAS 78570

STATE OF TEXAS
COUNTY OF HIDALGO.

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME BY THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ 20____

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING & ZONING COMMISSION OF THE CITY OF MERCEDES, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY, WHEREIN MY APPROVAL IS REQUIRED.

DATED THIS _____ DAY OF _____ 20____

_____
CHAIRMAN, PLANNING COMMISSION

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

CASTAÑEDA SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No 1 ON THE WEST SIDE OF 1/2 MILE WEST ROAD (WASHINGTON AVE.) APPROXIMATELY 1800 FEET NORTH OF MILE 8 NORTH ROAD. THE CITY OF MERCEDES (POP. 16,649) IS THE NEAREST MUNICIPALITY. HUNTER-TYLER SUBDIVISION LIES WITHIN THE CITY OF MERCEDES 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001.

METES AND BOUNDS DESCRIPTION

BEING 1.500 ACRES OF LAND (1.398 AC. NET) SITUATED IN HIDALGO COUNTY, TEXAS, AND BEING OUT OF LOT 11, BLOCK 81 OF THE CAPISALLO DISTRICT SUBDIVISION AS PER MAP RECORDED IN VOLUME "P", PAGE 227 OF THE HIDALGO COUNTY DEED RECORDS, AND SAID 1.500 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE EAST LINE OF SAID LOT 11 FOR THE SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED, SAID COTTON PICKER SPINDLE ALSO BEING LOCATED ON THE CENTERLINE OF WASHINGTON AVENUE (MILE 1/2 WEST), AND BEARS NORTH 429.00 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 11;

THENCE, WEST, WITH A LINE THAT IS PARALLEL TO THE SOUTH LINE OF SAID LOT 11, AT A DISTANCE OF 30.00 FEET PASS A 1/2-INCH IRON ROD WITH A PLASTIC CAP STAMPED "R&A" SET FOR REFERENCE ON THE WEST RIGHT OF WAY LINE OF SAID WASHINGTON AVENUE AND CONTINUING FOR A TOTAL DISTANCE OF 441.49 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP STAMPED "R&A" SET FOR THE SOUTHWEST COVER OF SAID TRACT HEREIN DESCRIBED;

THENCE, NORTH, 148.00 FEET, WITH A LINE THAT IS PARALLEL TO THE EAST LINE OF SAID LOT 11 TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP STAMPED "R&A" SET FOR THE NORTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, EAST, WITH A LINE THAT IS PARALLEL TO THE EAST LINE OF SAID LOT 11, AT A DISTANCE OF 411.49 FEET PASS A 1/2-INCH IRON ROD WITH A PLASTIC CAP STAMPED "R&A" SET FOR REFERENCE ON THE WEST RIGHT OF WAY LINE OF SAID WASHINGTON AVENUE AND CONTINUING FOR A TOTAL DISTANCE OF 441.49 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, SOUTH, 148.00 FEET, WITH THE EAST LINE OF SAID LOT 11 AND WITH THE CENTERLINE OF SAID WASHINGTON AVENUE TO THE POINT OF BEGINNING AND CONTAINING 1.500 ACRES OF LAND MORE OR LESS (1.398 AC. NET)

STATE OF TEXAS
COUNTY OF HIDALGO

I, REYNALDO ROBLES, A REGISTER PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY THAT THE MAP ON THIS SHEET SHOWING THE LOTS, EASEMENTS, AND STREETS OF CASTAÑEDA SUBDIVISION AND ITS METES AND BOUNDS DESCRIPTION WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON FEBRUARY 24, 2009.

_____ _____
REYNALDO ROBLES DATE
R.P.L.S. No. 4032
ROBLES & ASSOCIATES, PLLC
P.O. BOX 476
WESLACO, TEXAS 78599

STATE OF TEXAS
COUNTY OF HIDALGO

I, RENE BARRERA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____ DATE _____
RENE BARRERA
LICENSED PROFESSIONAL ENGINEER No. 86662
BARRERA INFRASTRUCTURE GROUP, INC.
7001 N. 10TH STREET, SUITE 300
McALLEN, TEXAS 78504

STATE OF TEXAS
RENE BARRERA
86662
LICENSED PROFESSIONAL ENGINEER

CITY OF MERCEDES
CERTIFICATE OF PLAT APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0115(B) WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CASTANEDA SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MERCEDES

_____ _____
MAYOR OF THE CITY OF MERCEDES DATE

_____ _____
SECRETARY OF THE CITY OF MERCEDES DATE

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

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CASTAÑEDA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, _____.

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT No. 9 THIS THE _____ DAY OF _____, 20____. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED ON HIDALGO COUNTY IRRIGATION DISTRICT NO. 9 RIGHT-OF-WAY OR EASEMENT WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE GENERAL MANAGER.

_____
GENERAL MANAGER

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

_____ _____
DISTRICT MANAGER DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF CASTANEDA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 20__

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

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

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO, CERTIFY THAT THE FLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK _____ ON _____, _____, AND WAS RECORDED IN BOOK _____ SHEET(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____ ON _____, _____

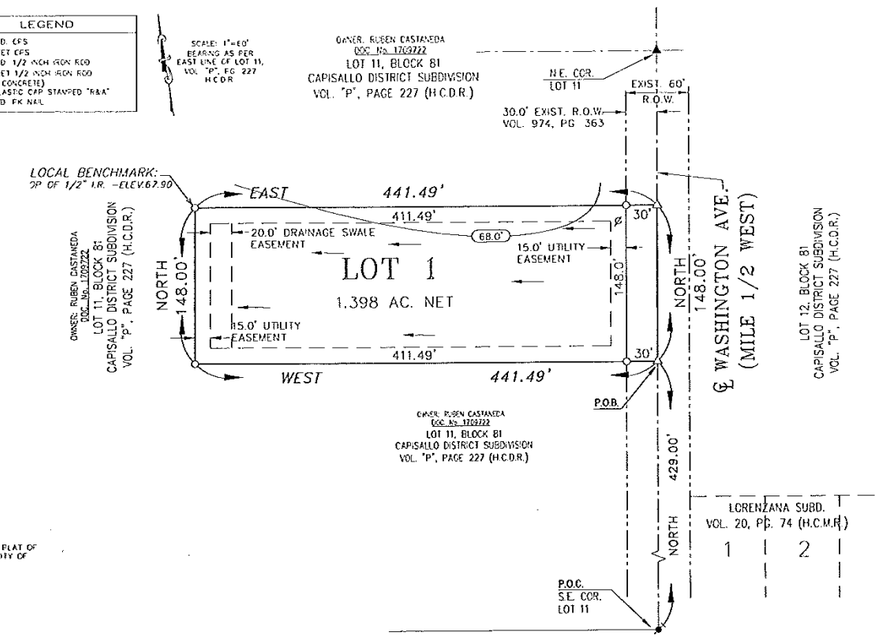
PRINCIPAL CONTACTS:

| | NAME | ADDRESS | CITY & ZIP | PHONE |
|---|---|---|---|---|
| OWNER | FELIX ROCHA JR. & JESSICA ROCHA | 316 FRANCIS | MERCEDES, TEXAS 78570 | (956) 687-3355 |
| ENGINEER | RENE BARRERA | 7001 NORTH 10TH STREET SUITE 300 | McALLEN, TEXAS 78504 | (956) 992-2222 |
| SURVEYOR | REYNALDO ROBLES | P.O. BOX 476 | WESLACO, TEXAS 78599 | (956) 968-2422 |

LEGEND

| | |
|---|---|
| ▲ | FD. CFS |
| △ | SET CFS |
| ● | FD 1/2 INCH IRON ROD |
| ○ | SET 1/2 INCH IRON ROD (SET IN CONCRETE) WITH PLASTIC CAP STAMPED "R&A" |
| ✗ | FD PK NAIL |

SCALE: 1"=60'
BEARING AS PER EAST LINE OF LOT 11, VOL. "P", PG. 227 H.C.D.R




GENERAL PLAT NOTES & RESTRICTIONS:

1. THE SUBJECT TRACT LIES IN "ZONE X" AREAS OUTSIDE THE 100 YEAR FLOODPLAIN, ACCORDING TO F.E.M.A. F.I.R.M. COMMUNITY PANEL NO. 480334 0450 C, MAP REVISED JUNE 6, 2000, AND FURTHER REVISED WITH A LOMR (02-06-2159-480336) DATED MAY 30, 2002 (REFER TO FEMA FIRM MAP).

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

2. SETBACKS:
   FRONT: 60 FEET
   REAR: 50 FEET
   SIDE: 6.00 FEET OR EASEMENT WIDTH WHICHEVER IS GREATER

3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL) APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.

   ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS LOCATED WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. BM 1-BENCHMARK ELEVATION 60.91 N.G.V.D. 29. (RM-15-450) A COTTON PICKER SPINDLE IN A POWER POLE LOCATED ON THE EAST SIDE OF MILE 1/2 EAST ROAD, 1.8 MILES NORTH OF U.S. EXPRESSWAY 83 IN MERCEDES.
   BM 2- TOP OF 1/2" I.R. WITH A PLASTIC CAP STAMPED "R&A" SET FOR THE N.W. CORNER OF THIS SURVEY ELEV.=67.90

6. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO RETAIN 0.05 ACRE-FEET (2216 CUBIC FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 2 FOR DRAINAGE REPORT AND DETENTION SWALE DETAILS.)

7. DRAINAGE SWALE EASEMENTS NOTE: NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

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

9. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
   A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR MULTI-FAMILY AND/OR COMMERCIAL USE.
   B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
   C. ALL OSSF SYSTEMS SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
   D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
   E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
   F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITHIN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:
      1. ANCHORING OF SEPTIC TANK(S)
      2. BACK FLOW VALVES
      3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL

10. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

11. FELIX ROCHA JR. AND JESSICA ROCHA THE OWNER & SUBDIVIDER OF CASTANEDA SUBDIVISION, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.

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

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

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

15. ALL LOTS IN (CASTAÑEDA SUBDIVISION) ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN (CASTAÑEDA SUBDIVISION) TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNER OF (CASTAÑEDA SUBDIVISION) THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND/OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COST AND/OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING (CASTAÑEDA SUBDIVISION) BECAUSE AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATION, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN (CASTAÑEDA SUBDIVISION), THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN (CASTAÑEDA SUBDIVISION) ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

INDEX TO SHEET OF CASTANEDA SUBDIVISION

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| SHEET 1 | HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; SURVEYOR'S AND ENGINEER'S CERTIFICATION; CITY CERTIFICATE OF PLAT APPROVAL; COUNTY R.O.W. AND HEALTH DEPT. SIGNATURE OF APPROVAL CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; LEGAL DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; HCDD No. 1 CERTIFICATION REVISION NOTES |
| SHEET 2 | WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION). TYPICAL WATER SERVICE CONNECTION, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION, REVISION NOTES, TYPICAL DRAINAGE DETENTION SWALE DETAIL |

BIG ENGINEERING
CONSULTING CIVIL ENGINEERS
FIRM NO. 6435
7001 N. 10th Street, Ste. 300
McAllen, Texas 78504
956-687-3355
956-992-2801 (FAX)

| NO. | SHEET | REVISION | DATE | APPROVED |
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# PLANNING DEPARTMENT
## County Of Hidalgo

**Raul E. Sesin, P.E., CFM**
**PLANNING ADMINISTRATOR**


TO: Judge Ramon Garcia, County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: August 17, 2011

RE: **Eduardo's No. 10 Subdivision – Pct. 3**
**Final Approval**

Eduardo's No. 10 Subdivision is an eighty two (82) residential and two (2) commercial lot subdivision located on the East side of La Homa Road approximately 660 feet North of Mile 6 North Road.

The proposed Subdivision lies within the City of Mission E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on February 22, 2011. The proposed subdivision lies within Zone "X & A" as per FEMA's FIRM.. Flood Zone A has been revised to Flood Zone "X un-shaded" as per LOMR-F Case No. 11-06-3330A. As per the H.C.D.D. No. 1 approved Drainage Report the development will utilize drainage detention swales.

The proposed subdivision plat was submitted to, reviewed, and approved by Jaime Salinas, ROW Agent on December 15, 2010. The proposed subdivision plat will dedicate twenty (20) feet on La Homa Road and (4.6) feet on Moorefield Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Aniceto Izaguirre and approved by the Hidalgo County Environmental Health Department. All septic tank systems have been installed, inspected by the HCHD and can be expected to function satisfactorily.

Water Services will be provided by the Sharyland Water Supply Corporation. There is an existing six (6) inch waterline on La Homa Road that will serve as the primary source of water for the proposed development.

The proposed subdivision plat is more than 5 acres and therefore requires a SWMP3 which was submitted, reviewed, and approved by Dr. Lorie Ochoa on March 29, 2011. In addition, a copy of the project's Notice of Intent (NOI) was submitted and approved by TCEQ and a copy was forwarded to the Hidalgo County Office of Environmental Compliance.

The subdivision received Preliminary Approval from the Hidalgo County Commissioners Court on April 12, 2011. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **August 16, 2011.**

# SUBDIVISION PLAT OF EDUARDO'S SUBDIVISION No. 10

# AS-BUILT

LEGEND
● = SET 1/2" x 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 UNLESS OTHERWISE NOTED.

SCALE 1" = 100'

LOCATION MAP
SCALE 1"=1000 Feet

SITE

C MILE 7 NORTH ROAD (F.M. 2221)

KENWOOD ESTATES PHASE I
RECORDED IN VOLUME 29, PAGE 91, MAP RECORDS, HIDALGO COUNTY, TEXAS.

CORY ERVE

PROSPERIDAD DR

EDUARDO'S No. 9 SUBDIVISION INSTRUMENT # 2039941

P.O.B. FND. C.P.S. S.W. COR. LOT 70 BLOCK 2

FND. C.P.S. N.W. COR. LOT 68 BLOCK 2

B.M. 3 ELEV. 178.80 CONCRETE DISK TOP OF ½" ROD WITH CAP 4856 SET AT NW COR OF LOT 1

FND. 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856

N 08°50' E 55.00'

FND. 1/2" IRON ROD

S 81°10' E 877.54'

FND. 1/2" IRON ROD

B.M. 2 ELEV. 175.95 FND. 1/2" IRON ROD

FND. 1/2" IRON ROD

1319.04'

SET 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856

EXIST. 50.60' R.O.W.

EXIST. 70.00' H.C.I.D. No. 6 CANAL R.O.W. LATERAL 3-0-2 RECORDED IN VOLUME 425, PAGE 220, DEED RECORDS, HIDALGO COUNTY, TEXAS, ABANDONED BY DOCUMENT No. 2194571

20.00' H.C.I.D. No. 6 CANAL EASEMENT DEDICATED BY THIS PLAT

S 04°20'36" W 423.41'

C MOORFIELD ROAD

EXIST. 100.00' R.O.W.

MILAN DRIVE

620.95'

649.33'

S 86°13'47" E 174.34'

542.40'

S 08°50' E

N 08°50' E

387.38'

N 81°10' W 429.66'

S 81°10' E 330.42'

N 81°10' W 1284.73'

S 08°50' W 647.97'

N 53°08'07" W 1008.53'

C LA HOMA ROAD (F.M. 2894)

C MILE 6 NORTH ROAD

MADRID DRIVE

OSLO DRIVE

VENECIA DRIVE

MARGARET DRIVE

MANNE DRIVE

VIENA DRIVE

BLANCA ESTELA DRIVE

BLOCK 1

BLOCK 2

BLOCK 3

ZONE "X"

ZONE "A"

LOT 68

LOT 67

LOT 66

LOT 65

APPROXIMATE LOCATION AS PER FEMA

SET C.P.S. S.W. COR. LOT 67 BLK. 2

SET C.P.S. N.W. COR. LOT 66 BLK. 2

FND. 5/8" IRON PIPE

SET 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856

FND. 1/2" IRON ROD

FND. 3/4" IRON PIPE N.E. COR. LOT 64 LA HOMA RANCH CITRUS GROVES UNIT NO. 1 N.E. COR. LOT 13 KENWOOD ESTATES PHASE V

SEE DETAIL

S.E. COR. LOT 65

S.E. COR. LOT 67 BLOCK 2. FND. 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856

FND. 1/2" IRON ROD

EXIST. TYPE III BARRICADE

KENWOOD ESTATES PHASE V
RECORDED IN VOLUME 59, PAGE 28, MAP RECORDS, HIDALGO COUNTY, TEXAS
DOC. # 1591592

KENWOOD ESTATES PHASE I
RECORDED IN VOLUME 29, PAGE 26, MAP RECORDS, HIDALGO COUNTY, TEXAS

LA HOMA RANCH CITRUS GROVES UNIT NO. 1
RECORDED IN VOLUME 7, PAGE 59, MAP RECORDS, HIDALGO COUNTY, TEXAS

LOT 66, BLOCK 2, LA HOMA RANCH CITRUS GROVES UNIT NO. 1, RECORDED IN VOLUME 7, PAGE 59, MAP RECORDS, HIDALGO COUNTY, TEXAS

DETAIL 1
S 28°39'30" E 6.00'
N 81°10' W
4.6' ADD'L R.O.W. DEDICATED BY THIS PLAT
PROP. R.O.W.
EXIST. R.O.W.
50.00'
25.00'
15.00'
SET 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856
C MOORFIELD ROAD

| SHEET NO. | INDEX TO SHEET |
|---|---|
| 1 | EDUARDO'S 10 PLAT |
| 2 | EDUARDO'S 10 PLAT INFORMATION |
| 3 | EDUARDO'S 10 MAP OF WATER DISTRIBUTION AND OSSF |
| 4 | EDUARDO'S 10 MAP OF WATER DISTRIBUTION AND OSSF INFORMATION |
| 5 | EDUARDO'S 10 MAP OF TOPOGRAPHY AND DRAINAGE |
| 6 | EDUARDO'S 10 MAP OF TOPOGRAPHY AND DRAINAGE INFORMATION |
| 7 | EDUARDO'S 10 EROSION PLAN |

# PLANNING DEPARTMENT
## County Of Hidalgo

**Raul E. Sesin, P.E., CFM**
**PLANNING ADMINISTRATOR**

TO: Judge Ramon Garcia, County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: August 17, 2011

RE: **Laguna Ranch Subdivision– Pct. 1**
**Final Approval**

Laguna Ranch is a three (3) lot subdivision located approximately 1828 feet West of Fm 88 on the South side of Charles Green Road.

The proposed Subdivision lies within the Rural area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on January 19, 2009. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report the development will utilize drainage detention swales.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis were conducted by Raul Palma and approved by the Hidalgo County Environmental Health Department. All septic tank systems have been installed and inspected by the HCEHD and can be expected to function satisfactorily.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing two (2) inch waterline on Charles Green Road that will serve as the primary source of water for the proposed development.

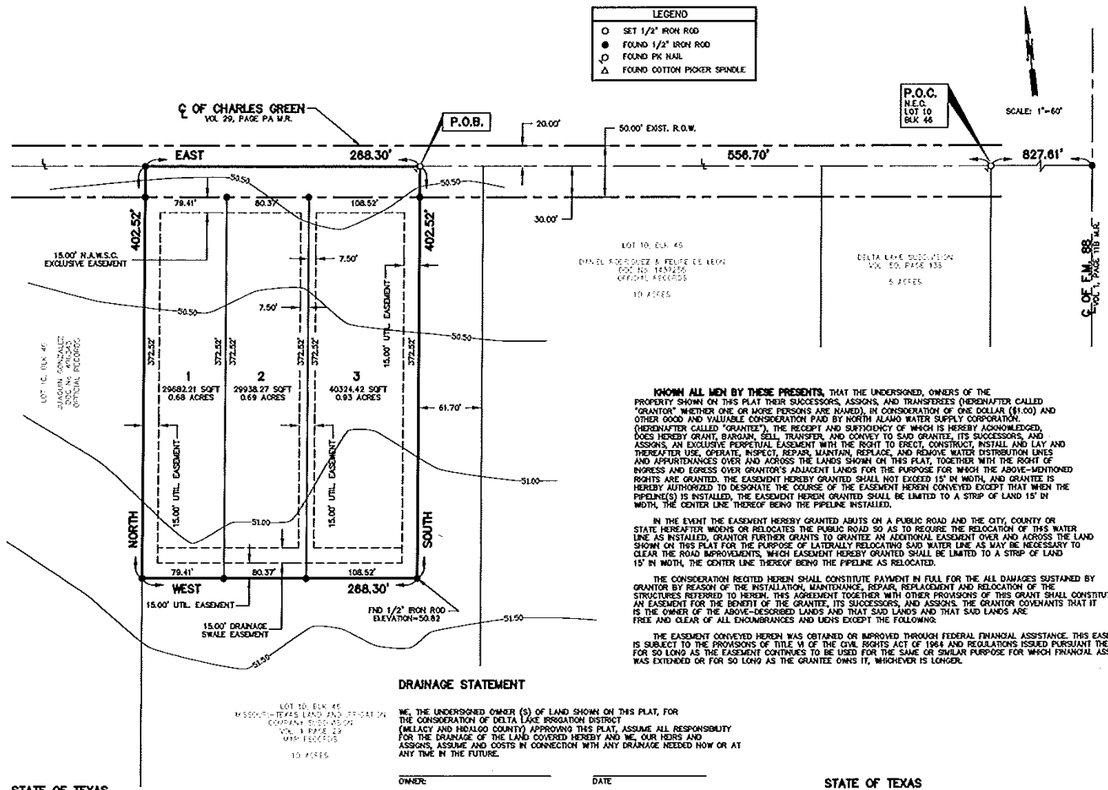
This subdivision was submitted prior to March 7, 2011. Therefore, the Office of Environmental Compliance considers this subdivision grandfathered to the submittal requirements of SWMP3.

The subdivision received Preliminary Approval from the Hidalgo County Commissioners Court on March 31, 2009. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **August 16, 2011.**

# LAGUNA RANCH SUBDIVISION

BEING 2.48 ACRE TRACT OUT OF THAT CERTAIN 10.00 ACRE TRACT
BEING DESCRIBED IN A SPECIAL ASSUMPTION WARRANTY DEED
RECORDED IN DOCUMENT No. 1437216, OFFICIAL RECORDS OF HIDALGO
COUNTY, TEXAS, ALSO BEING THE WEST 660 FEET OF THE EAST 823
FEET OF LOT 10, BLOCK 46, MISSOURI-TEXAS LAND AND IRRIGATION,
COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP
RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS OF HIDALGO COUNTY, TEXAS.




## GENERAL NOTES

1.) FLOOD ZONE DESIGNATION "A"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN
COMMUNITY-PANEL No. 480334 0350 C
EFFECTIVE DATE: JUNE 6, 2000
THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN.
COMMUNITY PANEL No. 480334 0350 D EFFECTIVE DATE: JUNE 6, 2000 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 19 (42 U.S.C. SECTION 4001 THROUGH 4127).

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

3.) IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 4700 CUBIC-FEET OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED BY PROVIDING DRAINAGE SWALES ALONG THE NORTH PORTION OF LAGUNA RANCH SUBDIVISION.

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

5.) MINIMUM BUILDING SETBACKS SHALL BE AS FOLLOWS.
FRONT..... 25 FEET
REAR..... 25 FEET OR GREATER FOR EASEMENT
COMMON SIDE..... 6 FEET OR GREATER FOR EASEMENT

6.) BENCH MARK: A 1/2 IRON ROD FOUND ON THE SOUTH EAST CORNER OF SUBDIVISION ELEV.=50.82 NATIONAL GEODETIC VERTICAL DATUM OF 1929.

7.) THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THE SUBDIVISION AT TIME OF SURVEY.

8.) NO FILL OR STRUCTURES SHALL BE ALLOWED WITHIN DRAINAGE EASEMENTS. EACH DRAINAGE EASEMENT SHALL BE KEPT CLEAR OF FENCE, BUILDING, PLANTING, AND MAINTENANCE OF THE DRAINAGE EASEMENT.

9.) NO MORE THAN ONE SINGLE DETACHED DWELLING UNITS SHALL BE LOCATED PER LOT. NO OTHER USED BESIDES A SINGLE FAMILY RESIDENCE SHALL BE ALLOWED.

10.) JAIME LEAL, THE OWNER AND SUBDIVIDER OF THIS SUBDIVISION, RETAINS AND EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

11.) ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES.

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

13.) ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING A OSSF ON ALL LOTS.

A. OSSF SYSTEM SI BEING DESIGNATED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSIS HAVE BE SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN IN THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR RO OCCUPYING A LOT.

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

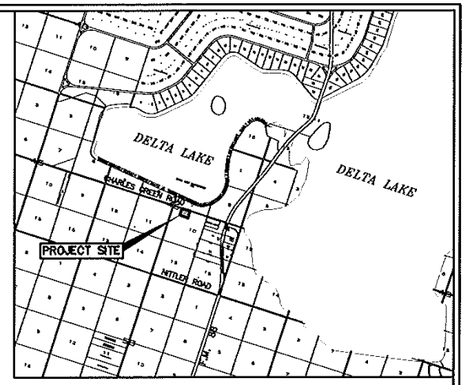
WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LAGUNA RANCH SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 20____

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE

## COUNTY CLERK'S RECORDING CERTIFICATE

I, _____ COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK _____ ON _____, 20____ AND WAS RECORDED IN BLOCK _____ SHEET(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____, ON _____, 20____




## LOCATION MAP
## SCALE: 1"=3000'

LOCATION OF PROPERTY WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY LAGUNA RANCH SUBDIVISION IS LOCATED IN HIDALGO COUNTY APPROXIMATE 1828' WEST OF FM 88 ON THE SOUTH SIDE OF CHARLES GREEN ROAD. THE NEAREST MUNICIPALITY IS THE COMMUNITY OF MONTE ALTO. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF HIDALGO COUNTY PLANNING, LAGUNA RANCH SUBDIVISION IS IN THE HIDALGO COUNTY RURAL AREA AND IS NOT WITHIN ANY OF THE CITY'S 2 OR 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE 42.021 AND 212.001 PCT. No. 1

## METES AND BOUNDS DESCRIPTION

BEING 2.48 ACRE TRACT OUT OF THAT CERTAIN 10.00 ACRE TRACT BEING DESCRIBED IN A SPECIAL ASSUMPTION WARRANTY DEED RECORDED IN DOCUMENT No. 1437216, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, ALSO BEING THE WEST 660 FEET OF THE EAST 823 FEET OF LOT 10, BLOCK 46, MISSOURI-TEXAS LAND AND IRRIGATION, COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 2.48 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** AT A "PK" NAIL FOUND AT THE NORTHEAST CORNER OF LOT 10 BLK 46; THENCE WEST, 556.70 FEET WITH THE NORTH BOUNDARY LINE OF SAID LOT 10, BLK 46, TO A "PK" NAIL FOUND FOR THE NORTH EAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

**THENCE** SOUTH, AT 30 FEET PASS A HALF (1/2) INCH IRON ROD FOUND AT THE EXISTING SOUTH RIGHT OF WAY LINE OF CHARLES GREEN ROAD, AT 402.52 FEET IN ALL TO A FOUND HALF (1/2) INCH IRON ROD AT THE SOUTH BOUNDARY LINE OF SAID LOT 10 BLK 46, FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

**THENCE** WEST, 268.30 FEET WITH SAID SOUTH BOUNDARY LINE TO A FOUND HALF (1/2) INCH IRON ROD FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND.

**THENCE** NORTH, AT 372.52 FEET PASS A HALF (1/2) INCH IRON ROD FOUND AT THE EXISTING SOUTH RIGHT OF WAY LINE OF CHARLES GREEN ROAD, AT 402.52 FEET IN ALL TO A FOUND HALF (1/2) INCH ROD FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

**THENCE** EAST, 268.30 FEET TO THE POINT OF BEGINNING CONTAINING 2.46 (106028 SQ. FT.) ACRE TRACT OF LAND, MORE OR LESS.

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

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LAGUNA RANCH SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 20____.

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

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

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LAGUNA RANCH SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 20____.

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

## DRAINAGE STATEMENT

WE, THE UNDERSIGNED OWNER (S) OF LAND SHOWN ON THIS PLAT, FOR THE CONSIDERATION OF DELTA LAKE IRRIGATION DISTRICT (WILLACY AND HIDALGO COUNTY) APPROVING THIS PLAT, ASSUME ALL RESPONSIBILITY FOR THE DRAINAGE OF THE LAND COVERED HEREBY AND WE, OUR HEIRS AND ASSIGNS, ASSUME AND COSTS IN CONNECTION WITH ANY DRAINAGE NEEDED NOW OR AT ANY TIME IN THE FUTURE.

_____ _____
OWNER: DATE

## STATE OF TEXAS
## COUNTY OF HIDALGO

I, JAIME LEAL AND ALMA LEAL, KNOWN AS OWNERS OF THE 2.48 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LAGUNA RANCH SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED ON THIS PLAT AND DEDICATED TO THE USE OF THE PUBLIC ALL STREETS, PARKS, AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE S232.032, AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, OR WILL MEET THE MINIMUM STATE REQUIREMENTS;
(B) THE SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET THE MINIMUM STATE REQUIREMENTS;
(C) THE ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS.
(D) THE NATURAL GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS.

_____ _____
OWNER: JAIME LEAL DATE

_____ _____
OWNER: ALMA LEAL DATE

## STATE OF TEXAS
## COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, JAIME LEAL PERSONALLY APPEARED AND PROVED, THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. FURTHERMORE, AFTER BEING DULY SWORN BY ME, HE DECLARED THAT THE STATEMENTS CONTAINED THEREIN ARE TRUE AND CORRECT, AND ACKNOWLEDGE THAT HE EXCUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREBY EXPRESSED ALL GIVEN UNDER MY HAND AND SEAL OF OFFICE.
THIS THE _____ DAY OF _____, 2011 A.D.

## THE STATE OF TEXAS
## COUNTY OF HIDALGO
## COUNTY OF WILLACY

THIS PLAT, LAGUNA RANCH SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERATION BY THE DELTA LAKE IRRIGATION DISTRICT OF WILLACY AND HIDALGO COUNTY, TEXAS AND IS HEREBY APPROVED BY SUCH DISTRICT, "ALL RIGHTS, RULES AND REGULATIONS OF THE DELTA LAKE IRRIGATION DISTRICT EXISTING PRIOR TO THE SUBMISSION OF THIS PLAT ARE NOT ABROGED BY THE SUBSEQUENT APPROVAL OF THIS PLAT BY THE SAID DISTRICT, NOTWITHSTANDING ANY PROVISION OR NOTATION OTHERWISE IN THIS PLAT." (THIS REQUIREMENT WILL BE INAPPLICABLE IF ANY RIGHTS, RULE OR REGULATIONS OF THE DISTRICT ARE INTENDED BY THE DISTRICT TO BE ABRIDGED.) DELTA LAKE IRRIGATION DISTRICT WILL NOT ALLOW ANY STRUCTURES 15' FROM THE CENTERLINE OF A PIPELINE OR 25' FROM THE INSIDE TOE OF ANY MAIN OR LATERAL CANAL OR DRAINAGE DITCH, AND THAT NO FENCING BE INSTALLED OR REMAIN ON ANY DISTRICTS EASEMENT OR RIGHT OF WAY UNLESS APPROVED BY THE DISTRICT MANAGEMENT. ALL APPROVED FENCING WILL BE REQUIRED TO HAVE GATES PROVIDED A MINIMUM OPENING OF 16 FEET, SUBJECT TO NOTICE, THAT IRRIGATION WATER IS AVAILABLE ONLY AT EXISTING IRRIGATION OUTLETS. ANY MODIFICATION, CHANGE, OR ADDITIONAL OUTLETS MUST BE APPROVED BY THE DISTRICT, AND BE AT EXPENSE OF THE OWNER. ANY FAILURE TO RECORD THIS PLAT IN THE OFFICE OF THE COUNTY CLERKS OFFICE OF WILLACY OR HIDALGO COUNTY WITHIN ONE YEAR AFTER THIS DATE SHALL CAUSE THIS APPROVAL TO BECOME VOID.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, A.D. 20____

APPROVED BY: _____
PRESIDENT: DALE MURDEN

ATTEST BY: _____
SECRETARY: NEAL GALLOWAY

## STATE OF TEXAS
## COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ALMA LEAL PERSONALLY APPEARED AND PROVED, THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. FURTHERMORE, AFTER BEING DULY SWORN BY ME, HE DECLARED THAT THE STATEMENTS CONTAINED THEREIN ARE TRUE AND CORRECT, AND ACKNOWLEDGE THAT HE EXCUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREBY EXPRESSED ALL GIVEN UNDER MY HAND AND SEAL OF OFFICE.
THIS THE _____ DAY OF _____, 2011 A.D.

## STATE OF TEXAS
## COUNTY OF HIDALGO

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

_____ _____
GODFREY GARZA JR., MANAGER DATE
HIDALGO COUNTY DRAINAGE DISTRICT No. 1

## STATE OF TEXAS
## COUNTY OF HIDALGO

I, THE UNDERSIGNED, HOMERO LUIS GUTIERREZ, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____ _____
HOMERO LUIS GUTIERREZ, P.E. NO. 36639

STATE OF TEXAS
HOMERO LUIS GUTIERREZ
36639
LICENSED
PROFESSIONAL ENGINEER

## STATE OF TEXAS
## COUNTY OF HIDALGO

I, HOMERO LUIS GUTIERREZ, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

_____ _____
HOMERO LUIS GUTIERREZ, R.P.L.S. NO. 2791

STATE OF TEXAS
REGISTERED
2791
PROFESSIONAL
LAND SURVEYOR

| | INDEX OF SHEETS |
|---|---|
| SHEET 1 | HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS AND EASEMENTS DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATE, AND ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; REVISION NOTES; HIDALGO COUNTY HEALTH DISTRICT AND HIDALGO COUNTY RIGHT OF WAY CERTIFICATES. |
| SHEET 2 | WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); TYPICAL WATER SERVICE CONNECTION; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; TYPICAL ROADWAY SECTION; CURB AND GUTTER SECTION VALLEY GUTTER SECTION. |

| NO. | SHEET | REVISION | DATE | APPROVED |
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PRINCIPAL CONTACTS:

| | NAME | ADDRESS | CITY & ZIP | PHONE |
|---|---|---|---|---|
| OWNERS: | JAIME LEAL | 9541 CHARLES GREEN RD. | EDCOUCH, TEXAS 78538 | (956) 212-7670 |
| ENGINEER: | HOMERO LUIS GUTIERREZ | | MISSION, TEXAS 78572 | (956) 369-0988 |
| SURVEYOR: | HOMERO LUIS GUTIERREZ | | MISSION, TEXAS 78572 | (956) 369-0988 |


CIVIL & ARCHITECTURAL
DESIGN, INC.

# PLANNING DEPARTMENT
## County Of Hidalgo

**Raul E. Sesin, P.E., CFM**
**PLANNING ADMINISTRATOR**

TO: Judge Ramon Garcia, County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: August 17, 2011

RE: **Las Palmas Del Norte No. 3 Phase I Subdivision – Pct. 3**
**Final Approval with Financial Guarantee**

Las Palmas Del Norte No. 3 Phase I Subdivision is a two (2) lot subdivision located on the South side of Mile 5 North Road approximately ¼ mile West Palm Drive Road.

The proposed Subdivision lies within the City of Mission E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on August 3, 2010. The proposed subdivision lies within Zone "X Un-shaded" as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report the development will utilize drainage detention swales.

The proposed subdivision plat was submitted to, reviewed, and approved by Jaime Salinas, ROW Agent on March 31, 2011. The proposed subdivision plat will dedicate twenty five (25) feet on Mile 5 north Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jose M. Rojas, Jr. and approved by the Hidalgo County Environmental Health Department.

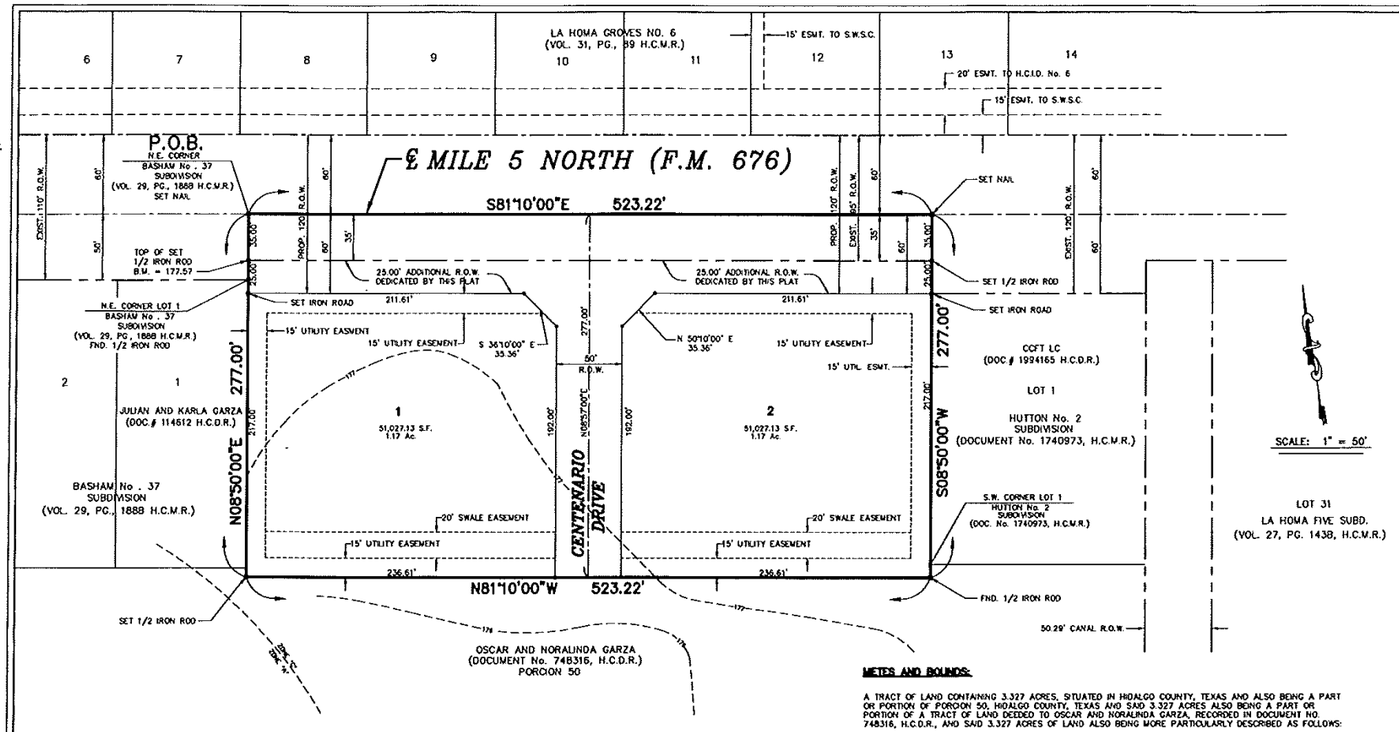
Water Services will be provided by Sharyland Water Supply Corporation. There is an existing six (6) inch waterline on Mile 5 North Road that will serve as the primary source of water for the proposed development.

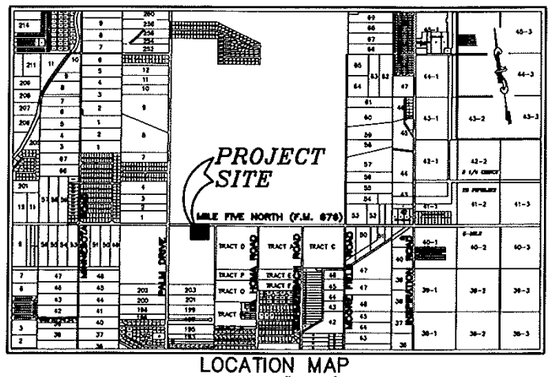
The proposed subdivision is more than 1 acre of land but less than 5 acres and therefore requires a SWMP3 which was submitted, reviewed, and approved by Dr. Lorie Ochoa, Office of Environmental Compliance on May 12, 2011.

The subdivision received Preliminary Approval from the Hidalgo County Commissioners Court on May 23, 2011. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Subdivider is requesting Final Approval with Financial Guarantee. A Check in the amount of Three Thousand Dollars was submitted to the Planning Department and deposited into an Escrow Account. The Cash Deposit will be used to secure the funds for the installation of two septic tank systems.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee** on **August 16, 2011.**




LOCATION MAP
SCALE: 1"=2000'

| PRINCIPAL CONTACTS: | | | | |
|---|---|---|---|---|
| NAME | ADDRESS | CITY & ZIP | PHONE # | /FAX# |
| OWNER: OSCAR GARZA | P.O. BOX 2036 | MISSION, TX 78572 | 585-9737/585-6986 | |
| OWNER: NORALINDA GARZA | P.O. BOX 2036 | MISSION, TX 78572 | 585-9737/585-6986 | |
| ENGINEER: JAVIER HINOJOSA | 416 E. DOVE AVENUE | MCALLEN, TX 78504 | 668-1588/994-8102 | |
| SURVEYOR: CARLOS VASQUEZ | 517 BEAUMONT AVE. | MCALLEN, TX 78501 | 618-1551/618-1547 | |

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

LAS PALMAS DEL NORTE No. 3 PHASE I SUBDIVISION IS LOCATED IN SOUTHWESTERN PART OF HIDALGO COUNTY PRECINCT No. 3 APPROXIMATELY 1600 FEET WEST OF LA HOWA ROAD (F.M. 2894) ON THE SOUTH SIDE OF MILE 5 ROAD (F.M. 676). THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION. ACCORDING TO THE OFFICIAL MAP OF THE CITY OF MISSION (POPULATION 77,058) THE PROPERTY LIES APPROXIMATELY 2.2 MILES FROM THE CITY LIMITS (AND IS INSIDE THE 2 OR 5 MILE EXTRATERRITORIAL JURISDICTION (E.T.J.) UNDER LOCAL GOVERNMENT CODE § 212.001 & 42.021

DATE OF PREPARATION: MAY, 2011 DRAWN BY: P. GONZALEZ, A. GAUNA

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
javhin@rgv.rr.com
TBE FIRM NUMBER F-1285

METES AND BOUNDS:

A TRACT OF LAND CONTAINING 3.327 ACRES, SITUATED IN HIDALGO COUNTY, TEXAS AND ALSO BEING A PART OR PORTION OF PORCION 50, HIDALGO COUNTY, TEXAS AND SAID 3.327 ACRES ALSO BEING A PART OR PORTION OF A TRACT OF LAND DEEDED TO OSCAR AND NORALINDA GARZA, RECORDED IN DOCUMENT NO. 748316, H.C.D.R., AND SAID 3.327 ACRES OF LAND ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING IN THE RIGHT-OF-WAY OF MILE 5 NORTH ROAD (F.M. 676) AND THE NORTHEAST CORNER OF BASHAM NO. 37 SUBDIVISION, RECORDED IN VOLUME 29, PAGE 188-B, H.C.M.R., A SET NAIL FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, S 81° 10' 00" E, CONTINUING ALONG THE CENTERLINE OF SAID MILE 5 NORTH ROAD (F.M. 676), A DISTANCE OF 523.22 FEET TO THE NORTHWEST CORNER OF HUTTON NO. 2 SUBDIVISION, RECORDED IN DOCUMENT NO. 1740973, H.C.M.R., TO A SET NAIL FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 08° 50' 00 " W, ALONG THE WEST LINE OF SAID HUTTON NO. 2 SUBDIVISION, AT A DISTANCE OF 35.00 FEET TO A SET 1/2" IRON ROD PASS THE SOUTH RIGHT-OF-WAY LINE OF SAID MILE 5 NORTH ROAD (F.M. 676), RECORDED IN VOLUME 637, PAGE 528, H.C.D.R., AT A DISTANCE OF 60.00 FEET PASS THE NORTHWEST CORNER OF LOT 1 OF SAID HUTTON NO. 2 SUBDIVISION, AND CONTINUING A TOTAL DISTANCE OF 277.00 FEET TO THE SOUTHWEST CORNER OF SAID HUTTON NO. 2 SUBDIVISON, A FOUND 1/2" IRON ROD FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, N 81° 10' 00" W, A DISTANCE OF 523.22 FEET TO THE EAST LINE OF SAID BASHAM NO. 37 SUBDIVISON, TO A SET 1/2" IRON ROD FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 08° 50' 00" E, ALONG THE EAST LINE OF SAID BASHAM NO. 37 SUBDIVISON, AT A DISTANCE OF 227.00 FEET A FOUND 1/2" IRON ROD PASS THE NORTHEAST CORNER OF SAID LOT 1 OF SAID BASHAM NO. 37 SUBDIVISON, AND THE EXISTING SOUTH RIGHT-OF-WAY LINE OF SAID MILE 5 NORTH ROAD (F.M. 676), AND CONTINUING A TOTAL DISTANCE OF 277.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3.327 ACRES OF LAND, MORE OR LESS.

SHEET INDEX

SHEET 1
DATE, NORTH ARROW, MAIN SCALE, HEADING, LEGAL DESCRIPTION, E.T.J. AND LOCATION MAP, PRINCIPAL CONTACTS, INDEX, PROPOSED AND EXISTING SUBDIVISION LAYOUTS, METES AND BOUNDS, NOTES, OWNER DEDICATION, CERTIFICATION AND ATTESTATION, NOTARY PUBLIC, SURVEYOR'S CERTIFICATE, ENGINEER'S CERTIFICATE, DRAINAGE DISTRICT DEDICATION, IRRIGATION DISTRICT DEDICATION, COUNTY CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, REVISIONS TO HIDALGO COUNTY RIGHT OF WAY DEPARTMENT AND THE HIDALGO COUNTY HEALTH DEPARTMENT.

SHEET 2
FINAL ENGINEERING REPORT INCLUDING DESCRIPTION OF THE WATER AND OSSF LAYOUTS, THE ENGINEER'S CERTIFICATION AND THE SUBDIVIDERS CERTIFICATE AND STATEMENT. (ENGLISH AND SPANISH VERSIONS).

SHEET 3
DRAINAGE REPORT INCLUDING THE DESCRIPTION OF DRAINAGE, TOPOGRAPHIC MAP, THE ENGINEER'S DRAINAGE CERTIFICATION AND CONSTRUCTION DETAILS.

STATE OF TEXAS
COUNTY OF HIDALGO

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

BY: _____
HIDALGO COUNTY DRAINAGE DISTRICT No.1

HIDALGO COUNTY IRRIGATION DISTRICT No. 6

THIS PLAT IS HEREBY APPROVED BY DISTRICT No. 6 SUBJECT TO CONDITION THAT IF IRRIGATION FROM SAID SUBDIVISION IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION. PROVISIONS SHALL BE MADE FROM APPROPRIATE EASEMENTS FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL AND MAINTAIN SUCH NECESSARY FACILITIES.
DATED THIS THE_____ DAY OF_____ 2011.

_____
H.C.I.D. No. 6 BOARD OF DIRECTORS

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

ON:_____ AT _____ AM/PM

INSTRUMENT NUMBER_____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

BY: _____ DEPUTY

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LAS PALMAS DEL NORTE No. 3 PHASE I SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY
RIGHT OF WAY DEPARTMENT ON _____, 2011.

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LAS PALMAS DEL NORTE No. 3 PHASE I SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY
HEALTH DEPARTMENT ON_____, 2011.

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONES "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN
COMMUNITY-PANEL NO. 480334 0290 D
EFFECTIVE DATE: JUNE, 06, 2000.
THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISON THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
FRONT: 50.00 FEET
REAR: 35.00 FEET OR GREATER FOR EASEMENT
SIDE: 15.00 FEET OR GREATER FOR EASEMENT
CORNER SIDE: 10.00 FEET OR TO EASEMENT LINE WHICHEVER IS GREATER.

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL) APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

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

5. BENCHMARK NOTE: ELEVATION = 177.57 TOP OF FOUND 1/2" IRON ROD LOCATED 35 FEET SOUTH OF THE NORTHWEST CORNER OF THIS TRACT.

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 10,320 CUBIC FEET (0.24 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: A TOTAL OF APPROXIMATELY 470 LINEAR FEET OF DRAINAGE SWALES WILL BE CONSTRUCTED ALONG THE REAR OF ALL THE LOTS FOR A TOTAL DETENTION VOLUME OF 12,925 CUBIC FEET. THE SWALES WILL HAVE A TOP DIMENSION OF 14 FEET AND A BOTTOM DIMENSION OF 8 FEET WITH AN AVERAGE DEPTH OF 2.5 FEET.

7. DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALES OR UTILITY EASEMENTS. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT.

8. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT
D. SOIL ANALYSES HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT.
E. "OSSF" PERMIT IS REQUIRED PRIOR OF OCCUPYING A LOT.

9. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

10. OSCAR AND NORALINDA GARZA, THE OWNERS & SUBDIVIDERS OF LAS PALMAS DEL NORTE No.3 PHASE I SUBDIVISION, RETAIN AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

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

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

13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES OR AS REQUIRED BY UTILITY PROVIDER.

14. CENTRAL POWER AND LIGHT CO. IS HEREBY GRANTED AN EASEMENT AND RIGHT-OF-WAY ON EACH LOT IN SAID SUBDIVISION FOR AN UNDERGROUND ELECTRIC SERVICE LATERAL TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSE AT THE RIGHT LOCATION WHERE SUCH SERVICE LATERAL IS TO BE OR IS INSTALLED AND MAINTAINED FROM TIME TO TIME.

15. 1/2" DIAMETER IRON RODS SET AT ALL LOT CORNERS. UNLESS OTHERWISE SPECIFIED.

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

17. SITE PLAN MUST BE REVIEWED/APPROVED BY THE COUNTY OF HIDALGO PRIOR TO ISSUANCE OF BUILDING PERMITS FOR THIS PROPERTY AND MUST COMPLY WITH TXDOT ACCESS MANAGEMENT POLICY WITH REQUIRED APPROVING/FLARING OF PAVED EGRESS-INGRESS INTERFACE BETWEEN COMMERCIAL USERS INCLUDING ASSESSMENT FOR REAR FIRE LANE CROSS-ACCESS MANEUVERABILITY INCLUSIVE OF PREPARING TO ACCESS TO AND FROM HUTTON #2 SUBDIVISON TO THE EAST; THERE SHALL EXIST A PERPETUAL EGRESS-INGRESS EASEMENT BETWEEN COMMERCIAL USERS AND THERE SHALL BE NO IMPEDIMENT OR BLOCKAGE OF SUCH CROSS-ACCESS MANEUVERABILITY.

18. TXDOT PERMIT IS REQUIRED FOR ACCESS ALONG TXDOT RIGHT-OF-WAYS LOTS 1 & 2 SHALL NOT HAVE ACCESS ONTO MILE 5 ROAD (F.M. 676).

19. ALL DRIVEWAY REQUIREMENTS INCLUDING LOCATION AND DIMENSIONS ALONG THE SOUTH SIDE OF MILE 5 NORTH (F.M. 676) SHALL BE CONSTRUCTED AS PER APPROVED TXDOT PERMITTING REQUIREMENTS AND THE COUNTY OF HIDALGO.

20. A 5' SIDEWALK IS REQUIRED ALONG ALL PERIMETER STREETS DURING THE BUILDING PERMIT STAGE.

21. A 6' BUFFER SHALL BE REQUIRED WHEN ADJOINING ANY RESIDENCE WHETHER EXISTING OR WHEN SUCH RESIDENCE IS EVIDENT.

22. ALL LOTS IN LAS PALMAS DEL NORTE No. 3 PHASE I ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN LAS PALMAS DEL NORTE No. 3 PHASE I TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF LAS PALMAS DEL NORTE No. 3 PHASE I THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISON PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING LAS PALMAS DEL NORTE No. 3 PHASE I BECAUSE AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN LAS PALMAS DEL NORTE No. 3 PHASE I, THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN LAS PALMAS DEL NORTE No. 3 PHASE I ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

SUBDIVISION PLAT OF

# LAS PALMAS DEL NORTE No. 3 PHASE I SUBDIVISION

A TRACT OF LAND CONTAINING 3.327 ACRES (2.906 ACRES NET), SITUATED IN HIDALGO COUNTY, TEXAS AND ALSO BEING A PART OR PORTION OF PORCION 50, HIDALGO COUNTY, TEXAS AND SAID 3.21 ACRES ALSO BEING A PART OR PORTION OF A TRACT OF LAND DEEDED TO OSCAR AND NORALINDA GARZA, RECORDED IN DOCUMENT NO. 748316, HIDALGO COUNTY DEED RECORDS.

WE, OSCAR GARZA AND NORALINDA GARZA, A MARRIED COUPLE AS OWNERS OF THE 3.327 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LAS PALMAS DEL NORTE No. 3 PHASE I, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARKS, AND EASEMENTS SHOWN HEREIN.
WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE S232.032, AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARD.
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET THE MINIMUM REQUIREMENTS OF THE STATE STANDARD.
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

BY:_____ BY:_____

OSCAR GARZA DATE
P.O. BOX 2036
MISSION, TEXAS 78572

NORALINDA G. GARZA DATE
P.O. BOX 2036
MISSION, TEXAS 78572

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED OSCAR GARZA AND NORALINDA GARZA KNOWN TO ME BY THE PEOPLE WHOSE NAME'S ARE SUBSCRIBED TO THE FOREGOING INSTRUMENTS AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ 2011 A.D.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

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

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF THE LAS PALMAS DEL NORTE No. 3 PHASE I WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON THIS THE _____ DAY _____, 2011 A.D.

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE

CITY OF MISSION
CERTIFICATE OF APPROVAL

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

_____
MAYOR, CITY OF MISSION DATE

_____
CITY SECRETARY

THIS SUBDIVISION PLAT OF LAS PALMAS DEL NORTE No. 3 PHASE I HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 2011 A.D.

_____
CHAIRMAN, PLANNING AND ZONING COMMISSION

STATE OF TEXAS
COUNTY OF HIDALGO

I, JAVIER HINOJOSA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____
JAVIER HINOJOSA, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 74808

STATE OF TEXAS
COUNTY OF HIDALGO

I, CARLOS VASQUEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE MAP ON THIS SHEET SHOWING THE LOTS, EASEMENTS AND STREETS OF LAS PALMAS DEL NORTE No. 3 PHASE I AND ITS METES AND BOUNDS DESCRIPTION WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON MAY 26, 2010.

_____
CARLOS VASQUEZ, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4608
CVQ LAND SURVEYORS
517 BEAUMONT AVE.
MCALLEN, TEXAS 78501
(956) 618-1551 DATE SURVEYED: 05/26/2010

| REVISIONS | | |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

SHEET NO. 1 OF 3

# PLANNING DEPARTMENT
## County Of Hidalgo

**Raul E. Sesin, P.E., CFM**
**PLANNING ADMINISTRATOR**

TO: Judge Ramon Garcia, County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: August 17, 2011

RE: **Flamingo Ranches Subdivision – Pct. 4**
**Final Approval with Financial Guarantee**

Flamingo Ranches is a thirty five (35) lot subdivision located on the South side of Ingle Road approximately ¼ mile East of Doolittle Road.

The proposed Subdivision lies within the City of Edinburg E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on November 06, 2009. The proposed subdivision lies within Zone "X" as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report, drainage will be provided by drainage detention swales and a storm drainage pipe system with Type "A" inlets. Pipe system will be connecting to an existing 24" RCP along the North side of Ingle Rd discharging into an existing Irrigation Drain Ditch located approximately 300 feet East of the development.

The proposed subdivision plat was submitted to, reviewed, and approved by J. Benito Rodriguez, ROW Agent on November 05, 2009. The proposed subdivision plat will dedicate ten (10) feet on Ingle Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

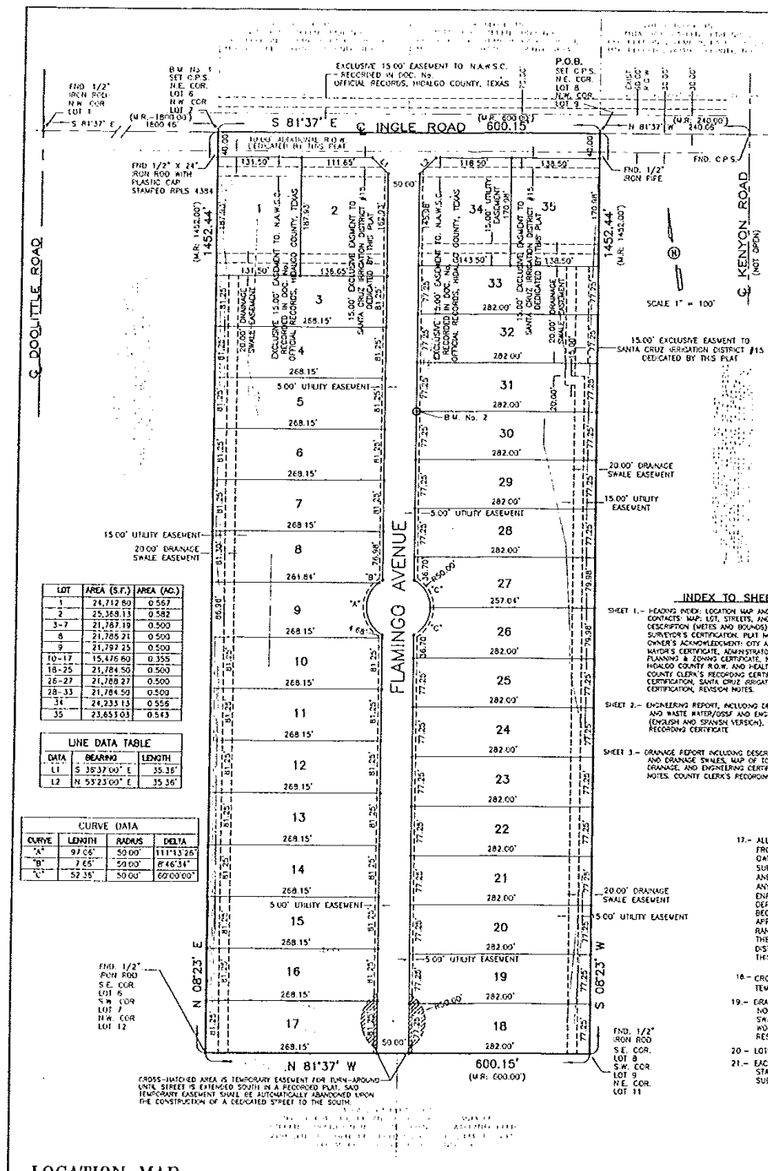
Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel Gonzalez and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Ingle Road that will serve as the primary source of water for the proposed development.

The proposed subdivision is more than 5 acres and therefore requires a SWMP3 which was submitted, reviewed, and approved by the Office of Environmental Compliance. In addition, a copy of the project's Notice of Intent (NOI) was submitted and approved by TCEQ and a copy was forwarded to the Hidalgo County Office of Environmental Compliance.

The Subdivider is requesting Final Approval with Financial Guarantee. A Check in the amount of Fifty Two Thousand Five Hundred Dollars was submitted to the Planning Department and deposited into an Escrow Account. The Cash Deposit will be used to secure the funds for the installation of thirty five septic tank systems.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee** on **August 16, 2011.**




| LOT | AREA (S.F.) | AREA (AC.) |
|---|---|---|
| 1 | 24,712.80 | 0.567 |
| 2 | 25,368.13 | 0.582 |
| 3-7 | 21,787.19 | 0.500 |
| 8 | 21,785.21 | 0.500 |
| 9 | 21,787.25 | 0.500 |
| 10-17 | 15,476.80 | 0.355 |
| 18-25 | 21,784.50 | 0.500 |
| 26-27 | 21,788.27 | 0.500 |
| 28-33 | 21,784.50 | 0.500 |
| 34 | 24,233.13 | 0.556 |
| 35 | 23,653.03 | 0.543 |

LINE DATA TABLE

| DATA | BEARING | LENGTH |
|---|---|---|
| L1 | S 35°37'00" E | 35.35' |
| L2 | N 53°23'00" E | 35.36' |

CURVE DATA

| CURVE | LENGTH | RADIUS | DELTA |
|---|---|---|---|
| "A" | 97.06' | 50.00' | 111°13'26" |
| "B" | 7.65' | 50.00' | 8°46'34" |
| "C" | 52.35' | 50.00' | 60°00'00" |

INDEX TO SHEETS


SHEET 1.- HEADING PAGE; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS' MAP; LOT, STREETS, AND EASEMENT LAYOUT. DESCRIPTION (METES AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S ACKNOWLEDGMENT; CITY APPROVAL CERTIFICATE; MAYOR'S CERTIFICATE, ADMINISTRATOR'S CERTIFICATE, PLANNING & ZONING CERTIFICATE; N.A.W.S.C. CERTIFICATE, HIDALGO COUNTY R.O.W. AND HEALTH DEPT. CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE; H.C.D.D. No. 1 CERTIFICATION, SANTA CRUZ IRRIGATION DISTRICT No. 15 CERTIFICATION, REVISION NOTES.

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

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


## PLAT NOTES AND RESTRICTIONS:

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

2.- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON ALL THE LOTS. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

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

4.- LEGEND ● = DENOTES 1/2"x24" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

5.- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

6.- MINIMUM BUILDING SETBACK LINES:

| | |
|---|---|
| FRONT: | 25.00 FEET |
| REAR: | 35.00 FEET OR EASEMENT, WHICHEVER IS GREATER |
| CORNER SIDE: | 25.00 FEET |
| SIDE: | 6.00 FEET OR EASEMENT, WHICHEVER IS GREATER |
| FRONT-GARAGE/CARPORT: | 18.00 FEET |

7.- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 32,861.88 CUBIC FEET 2.33 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
(SEE SHEET No. ) FOR STORM SEWER IMPROVEMENTS)

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

9.- BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No. 1: ELEV.= 89.85 N.A.V.D. 83 DATUM COTTON PICKER SPINDLE FOUND ON THE NORTHWEST CORNER OF PROPOSED SUBDIVISION.
B.M. No. 2: ELEV.= 88.51 N.A.V.D. 83 DATUM 1/2" IRON ROD SET IN CONC. W/ DISK ON THE NORTHEAST CORNER OF LOT 30.

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

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

13.- RICHARD A. GARZA, PRESIDENT OF BIC DEVELOPMENT CORP. THE OWNER & SUBDIVIDER OF FLAMINGO RANCHES RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

15.- ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

16.- NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 3 THROUGH 33

17.- ALL LOTS IN FLAMINGO RANCHES ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN FLAMINGO RANCHES TO OR THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF FLAMINGO RANCHES THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING FLAMINGO RANCHES BECAUSE OF AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATION, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN FLAMINGO RANCHES, THE COUNTY AND DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN FLAMINGO RANCHES ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS FLAT NOTE, BY AND INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

18.- CROSS-HATCHED AREA IS TEMPORARY EASEMENT FOR TURN-AROUND UNTIL STREET IS EXTENDED (SOUTH) IN A RECORDED PLAT. SAID TEMPORARY EASEMENT SHALL BE AUTOMATICALLY ABANDONED UPON THE CONSTRUCTION OF A DEDICATED STREET TO THE (SOUTH).

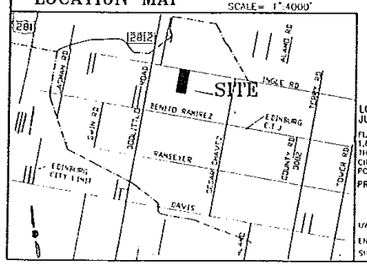
19.- DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

20.- LOTS 2 AND 34 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO INGLE ROAD.

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

## LOCATION MAP

SCALE= 1"=4000'




REVISION NOTES

| No. | Sheet | REVISION | Date | Approved |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

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

FLAMINGO RANCHES IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE SOUTH SIDE OF INGLE ROAD AND EAST OF DOOLITTLE ROAD, APPROXIMATELY 1,800 FEET EAST FROM THE SAID INTERSECTION. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (ORDINANCE 72,424), FLAMINGO RANCHES LIES APPROXIMATELY 1.6 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERMENT CODE § 42.021. IT LIES IN PCT. 4

PRINCIPAL CONTACTS:

| | Name | Address | City & Zip | Phone | Fax |
|---|---|---|---|---|---|
| OWNER: | RICHARD A. GARZA PRESIDENT OF BIC DEVELOPMENT CORP. | 3310 W. FREEDOY GONZALEZ DR. | EDINBURG, TX 78539 | (956)383-6295 | (956)381-9221 |
| ENGINEER: | ALFONSO QUINTANILLA | 124 E. STUBBS | EDINBURG, TX 78539 | (956)381-6480 | (956)381-0527 |
| SURVEYOR: | ALFONSO QUINTANILLA | 124 E. STUBBS | EDINBURG, TX 78539 | (956)381-6480 | (956)381-0527 |

SUBDIVISION PLAT OF:

# FLAMINGO RANCHES

A 20.01 ACRE TRACT (MAP RECORD: 20.00 ACRES) OF LAND BEING ALL OF LOTS SEVEN (7) AND EIGHT (8), BLOCK TWENTY-TWO (22), SANTA CRUZ GARDENS UNIT NO. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28-29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDS UNDER COUNTY CLERK'S DOCUMENT NUMBER 976004, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 20.01 ACRE TRACT (MAP RECORD: 20.00 ACRES) OF LAND BEING ALL OF LOTS SEVEN (7) AND EIGHT (8), BLOCK TWENTY-TWO (22), SANTA CRUZ GARDENS UNIT NO. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28-29, MAP RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE SET IN THE CENTERLINE OF INGLE ROAD FOR THE NORTHEAST CORNER OF LOT 8 AND THE NORTHEAST CORNER OF THIS TRACT,

THENCE: S 08°23'W, ALONG THE EAST LINE OF LOT 8, PASING A 1/2" IRON PIPE FOUND AT 30.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF INGLE ROAD, A TOTAL DISTANCE OF 1,452.44 (MAP RECORD: 1,452.00) TO A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 8 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE: N 81°37'W, ALONG THE SOUTH LINE OF LOTS 7 AND 8, A DISTANCE OF 600.15 FEET (MAP RECORD: 600.00 FEET) TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF LOT 7 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°23'E, ALONG THE WEST LINE OF LOT 7, PASSING A 1/2" IRON ROD FOUND AT 1,422.44 FEET FOR THE SOUTH RIGHT OF WAY LINE OF INGLE ROAD, A TOTAL DISTANCE OF 1,452.44 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHWEST CORNER OF LOT 7 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°37'E, ALONG THE NORTH LINE OF LOTS 7 AND 8, A DISTANCE OF 600.15 FEET (MAP RECORD: 600.00 FEET), TO THE POINT OF BEGINNING AND CONTAINING 20.01 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH VISTA BONITA SUBDIVISION No.14, RECORDED IN VOLUME 37, PAGE 154, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

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

DATED THIS THE 28TH DAY OF OCT. 20 09

REGISTERED PROFESSIONAL LAND SURVEYOR No. 4856 STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

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

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

SEWAGE FACILITIES: SEWER SERVICE CONNECTIONS ARE ESTIMATED TO COST $ 1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 52,500.00 FOR THE SUBDIVISION. THE SUBDIVIDER HAS PAID A TOTAL OF $ 52,000.00 TO COVER THE COST OF INSTALLATION OF SEPTIC SYSTEMS.

DATED THIS THE 27TH DAY OF JULY 20 11

LICENCED PROFESSIONAL ENGINEER No. 95534 STATE OF TEXAS

## RIGHT OF WAY EASEMENT

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

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

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

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

IN WITNESS WHEREOF the said Grantor executed this instrument this 27TH day of JULY 20 11

RICHARD A. GARZA
PRESIDENT OF BIC DEVELOPMENT CORP.

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

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

BY: _____ DEPUTY

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

I, RICHARD A. GARZA, PRESIDENT OF BIC DEVELOPMENT CORP. AS OWNER OF THE 6.922 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED FLAMINGO RANCHES HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE PROVISIONS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

7/27/11
DATE

RICHARD A. GARZA
PRESIDENT OF BIC DEVELOPMENT CORP.
3310 W. FREEDOY GONZALEZ DR.
EDINBURG, TEXAS 78539.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD A. GARZA PRESIDENT OF BIC DEVELOPMENT CORP. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this 27th day of July 20 11

LEA A. QUINTANILLA, Notary Public, State of Texas, My Commission Expires July 23, 2013

LEA A. QUINTANILLA - NOTARY PUBLIC

THIS PLAT APPROVED BY SANTA CRUZ IRRIGATION DISTRICT No. 15 ON THIS _____ DAY OF _____ 20___ SUBJECT TO THE FOLLOWING: 1) NO BUILDINGS ALLOWED ON TOP OF AN IRRIGATION LINE; 2) FIFTEEN FOOT (15') EASEMENT ON EACH SIDE OF IRRIGATION LINE OR CANAL; 3) ALL LOTS SUBJECT TO RULES, REGULATION, RICHES-OF-WAY, AND EASEMENTS OF DISTRICT; AND 4) IF SUBDIVISION IS NOT EXCLUDED FROM DISTRICT AND IRRIGATION TO INDIVIDUAL LOTS IS DESIRED, EASEMENTS FOR NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT SHALL BE PROVIDED, WITH THE LOT OWNER BEING RESPONSIBLE TO INSTALL SUCH NECESSARY FACILITIES.

PRESIDENT _____ SECRETARY _____

PLANNING & ZONING COMMISSION CERTIFICATION

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT KNOWN AS FLAMINGO RANCHES CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THE _____ DAY OF _____ 20___.

CHAIRPERSON-PLANNING & ZONING COMMISSION

MAYOR'S CERTIFICATION

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

ATTEST:

MAYOR'S SIGNATURE _____ DATE _____ CITY SECRETARY _____ DATE _____

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

WE THE UNDERSIGNED CERTIFY THAT this plat of the FLAMINGO RANCHES was released and approved by the Hidalgo County Commissioners Court on _____, _____

Hidalgo County Judge _____ date

ATTEST: _____
Hidalgo County Clerk _____ date

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF FLAMINGO RANCHES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____ 20___

HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF FLAMINGO RANCHES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ 20___

HIDALGO COUNTY HEALTH INSPECTOR _____ DATE _____

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: _____


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


| SHEET NO. 1 OF 3 SHEETS | FILENAME: F:\DATA\SUBDIVISIONS\FLAMINGO RANCHES\PLAT | | | |
|---|---|---|---|---|
| | DATE PREPARED | PREPARED BY | CHECKED BY | APPROVED BY |
| | OCT 31, 2009 | VVE | | |
| | DATE REVISED | REVISED BY | CHECKED BY | APPROVED BY |
| | JULY 26, 2011 | VVE | JQ | AQ |

**AI-27716** **19. A.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** IT **Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

### CAPTION

Discussion, consideration and approval to submit the Texas Statewide Automated Victim Notification Service (SAVNS) County Verification of Continuing Production Record with authority for County Judge to sign the required documents.

### BACKGROUND

Texas VINE Annual Maintenance Grant Contract - Fiscal Year 2011 was approved by Commissioners' Court on July 06, 2010 (AI# 21702).

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1283-415-00-200-005-1-336

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

**BUDGETARY IMPACT:**

No Budgetary Impact

Revenue acct #1-1283-334-10-200-005-1-000 "Texas Vine Program Revenue"

## Attachments

Production record

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Manuel Chapa (Originator) | Manuel Chapa | 08/17/2011 03:25 PM |
| Budget & Management | Merlen P. Munoz | 08/17/2011 03:42 PM |
| Erika Zamora | Angela Garcia | 08/18/2011 10:10 AM |
| Ivan Cantu | Ivan Cantu | 08/18/2011 01:39 PM |
| Auditor's Office | Arcilia Duran | 08/18/2011 03:14 PM |
| Purchasing Department | Angela Garcia | 08/19/2011 08:35 AM |

Form Started By: Manuel Chapa Started On: 07/26/2011

Final Approval Date: 08/19/2011

OFFICE *of the* ATTORNEY GENERAL
GREG ABBOTT

# Texas Statewide Automated Victim Notification Service (SAVNS) County Verification of Continuing Production Record

The purpose of this record is provide Commissioner's Court and County Officials an opportunity to provide an advisory update regarding the Texas SAVNS Program in the County. The intent is to ensure that elected officials are aware of the ongoing status of the Texas SAVNS Program in their County. It also allows the OAG to crosscheck County verifications against those of the Certified Vendor.

| County: | HIDALGO | Contract Number: | 1121052 |
|---|---|---|---|

| Yes | No | County Responsibility |
|---|---|---|
| ✓ | | Jail records are on production and available to victims. |
| ✓ | | Court events are on production and available to victims. |
| ✓ | | Monthly system testing is on-going, in compliance with contractual stipulations. |
| ✓ | | Testing records are on file for review. |
| ✓ | | County VINE Log records note all problems and resolutions. |
| ✓ | | County VINEWatch reviews are conducted on a regular basis. |
| ✓ | | Program Coordinator keeps a grant file. |

Check 'Yes' or 'No' for each responsibility

The primary responsibility for signing this verification is the ***County Judge***. Unchecked boxes will require and explanation in writing in the box below. The Judge may delegate the responsibility for preparing and signing the verification. A letter over the signature of the Judge must be sent to the OAG naming the person or persons authorized to sign this required document.

**County Verification:**

_____
**Signature**

**Ramon Garcia**
**Printed Name**

**Hidalgo County Judge**
**Title**

**Date**

**Explanation/Comments:**

***** This document must be submitted as an attachment to the invoice in order to receive payment for costs associated with Annual Maintenance. Please keep a copy in your files for monitoring purposes.**

**AI-28151** **19. B. 1.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

## Information

CAPTION

Probate Court (1243):
Approval of appropriation of funds in the amount of $38,580.00 for the Probate Court.

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1243-412-00-023-002-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $23,080.00 available as of 08/17/2011 under fund balance.

## Attachments

Appropriation
appropriation

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Sylvia Solis (Originator) | Sylvia Solis | 08/18/2011 08:43 AM |
| Budget & Management | Merlen P. Munoz | 08/18/2011 08:45 AM |
| Ivan Cantu | Ivan Cantu | 08/18/2011 09:53 AM |
| Auditor's Office | Arcilia Duran | 08/18/2011 04:12 PM |

Form Started By: Sylvia Solis Started On: 08/17/2011

Final Approval Date: 08/18/2011

**DATE:** August 17, 2011

**2011**
**Appropriation**

**DEPARTMENT HEAD:** Sergio Cruz

**DEPARTMENT NAME:** Dept. of Budget & Mgmt for Probate Court

**ACCOUNT NUMBER:** 1-1243-412-00-023-002-0-XXX

**Contact Person:** Sylvia Solis **Ph#:** (956) 292-7025 ext. 5423

**SUBJECT:** **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| INCREASE ACCOUNT NUMBER(S) | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|
| | | | |
| 1-1243-412-00-023-002-0-581 | PROBATE COURT - | TRAVEL IN COUNTY | 2,000.00 |
| 1-1243-412-00-023-002-0-583 | PROBATE COURT - | TRAVEL OUT OF COUNTY | 230.00 |
| 1-1243-412-00-023-002-0-584 | PROBATE COURT - | REGISTRATION FEES | 3,000.00 |
| 1-1243-412-00-023-002-0-810 | PROBATE COURT - | DUES & MEMBERSHIPS | 350.00 |
| 1-1243-412-00-023-002-0-831 | PROBATE COURT - | COURT COSTS&INVESTIGATION | 17,500.00 |
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| | | **TOTAL BUDGET INCREASE (DECREASE)** | **23,080.00** |

**REASON:** To appropriate funding for the Probate Court to fund operating expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

**DATE:** August 17, 2011

**2011**
**Appropriation**

**DEPARTMENT HEAD:** Sergio Cruz

**DEPARTMENT NAME:** Dept. of Budget & Mgmt for Probate Court

**ACCOUNT NUMBER:** 1-1243-412-00-023-002-0-XXX

**Contact Person:** Sylvia Solis **Ph#:** (956) 292-7025 ext. 5423

**SUBJECT:** **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| INCREASE ACCOUNT NUMBER(S) | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|
| | | | |
| 1-1243-412-00-023-002-0-581 | PROBATE COURT - | TRAVEL IN COUNTY | 2,000.00 |
| 1-1243-412-00-023-002-0-583 | PROBATE COURT - | TRAVEL OUT OF COUNTY | 230.00 |
| 1-1243-412-00-023-002-0-584 | PROBATE COURT - | REGISTRATION FEES | 3,000.00 |
| 1-1243-412-00-023-002-0-810 | PROBATE COURT - | DUES & MEMBERSHIPS | 350.00 |
| 1-1243-412-00-023-002-0-831 | PROBATE COURT - | COURT COSTS&INVESTIGATION | 33,000.00 |
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| | | **TOTAL BUDGET INCREASE (DECREASE)** | **38,580.00** |

**REASON:** To appropriate funding for the Probate Court to fund operating expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

**AI-28152** **19. B. 2.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Probate Court **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

### CAPTION

Supplement Court Guardianship (1250):
Approval of appropriation of funds in the amount of $12,000.00 for the Supplement Court Guardinaship fund (1250) to fund court costs and investigation expenditures.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1250-4XX-00-XXX-XXX-0-8

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

**BUDGETARY IMPACT:**

Appropriation of funds in the amount of $12,000.00 available as of 08/18/2011 under fund balance.

## Attachments

Appropriation

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Sylvia Solis (Originator) | Sylvia Solis | 08/18/2011 11:37 AM |
| Budget & Management | Merlen P. Munoz | 08/18/2011 01:19 PM |
| Ivan Cantu | Ivan Cantu | 08/18/2011 01:51 PM |
| Purchasing Department | Angela Garcia | 08/19/2011 08:35 AM |

Form Started By: Sylvia Solis Started On: 08/18/2011 08:46 AM

Final Approval Date: 08/19/2011

831

**DATE:** August 17, 2011

**2011**
**Appropriation**

**DEPARTMENT HEAD:** Sergio Cruz

**DEPARTMENT NAME:** Dept. of Budget & Mgmt for Suppl. Court Guardianship

**ACCOUNT NUMBER:** 1-1250-4XX-00-XXX-XXX-0-831

**Contact Person:** Sylvia Solis **Ph#:** (956) 292-7025 ext. 5423

**SUBJECT:** **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| INCREASE ACCOUNT NUMBER(S) | ACCOUNT (OBJECT) NAME | AMOUNT |
|---|---|---|
| | | |
| 1-1250-4XX-00-XXX-XXX-0-831 | SUPP. COURT GUARDIANSHIP COURT COST AND INVESTIGATION | 12,000.00 |
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| | **TOTAL BUDGET INCREASE (DECREASE)** | **12,000.00** |

**REASON:** To appropriate funding for the Probate Court to fund court cost and investigation expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

**AI-28148** **20. A. 4.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority to exercise the one (1) year extension option as provided under current contract for "Lease Office Space (aka Mediplex Bldg) for Hidalgo County," under the same rates, terms, and conditions with Edinburg Real Estate Network. C-09-064-06-08

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-115-002-0-441

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

BUDGETARY IMPACT:

Attachments

Extension Letter
Contract
Agenda-8-9-11
Insurance

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Auditor's Office | Angela Garcia | 08/19/2011 08:35 AM |

Form Started By: Rocio Villarreal Started On: 08/17/2011 04:37 PM

Final Approval Date: 08/19/2011

# PURCHASING DEPARTMENT
## County Of Hidalgo

**CERTIFIED MAIL**
**7099 3220 0002 9745 6425**
**Via E-mail: drocortes@yahoo.com**

Edinburg Real Estate Network, Inc.
Oscar Cortes, MD
4101 S. Burns Drive
McAllen, Texas 78503

Re: C-09-064-06-08
Lease and/or Lease Purchase Office Space for Hidalgo County

Dear Dr. Cortes:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of August 16, 2011 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Friday, August12, 2011,via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal
Contracts Manager
Hidalgo County Purchasing Department

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

# LEASE

THIS LEASE is made and entered into by and between Edinburg Real Estate Network Inc., referred to in this Lease as "Lessor", and **THE COUNTY OF HIDALGO**, referred to in this Lease as "Lessee."

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises" and are deemed for the purposes of this Lease to contain 23, 600 square feet.

## ARTICLE 1. TERM

### Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for a two (2) year term commencing on the date of occupancy by Lessee (the "Commencement Date") and ending two (2) years thereafter, unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

### Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of

this Lease for an additional one (1) year term, under the same rates, terms and conditions. Lessee reserves the right to continue this lease for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

**Holdover**

1.2 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

**Termination**

1.3 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor sixty (60) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its

expiration.

**Lessor's Warranty of Quiet Enjoyment**

1.4. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

## ARTICLE 2. RENT

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to a One Dollar ($1.00) per square feet, and not to exceed Twenty-Three Thousand Six Hundred Dollars and no/100ths ($23,600.00) per month (the "Base Rent") as shown on Lessor's bid, a copy of which is attached hereto as Exhibit B. Lessee agrees to pay as additional rent (after receipt of copy of billing from the utility providing services)for the use and occupancy of the Leased Premises during the Term of this Lease Agreement all utilities that become due for use of the Leased Premises including but not limited to water and sewerage, electricity, and telephone service. As Lessor is occupying a portion of the building containing the Premises, Lessor and Lessee deem Lessees' share of utility charges for the purpose of additional rent shall be a ninety percent (90%) of the utility charge as shown on the utility's statement. Additionally, Lessee agrees to pay as additional rent the taxes and insurance for the Leased Premises as provided in Section 6.01 and Article 7 hereto. As Lessor is occupying a portion of the building containing the

Premises, Lessor and Lessee deem Lessees' share of taxes and insurance charges for the purpose of additional rent shall be a ninety percent (90%) of the taxes and insurance for the Premises calculated from the taxes and insurance statement. Lessee agrees to pay as additional rent (after receipt of evidence of payment from Lessor) ninety percent (90%) of Lessor's general maintenance staff provided Lessees' monthly additional rent for Lessor's maintenance staff shall not exceed monthly the sum of $_____. Additional rental shall be calculated and determined on a calendar month basis and only for the time period while Lessee is occupying the Premises during the term. In the event the Commencement Date is a day other than the first day of the month, the rent and additional rental for the period from the Commencement Date to the last day of the month shall be prorated by dividing the monthly rental and additional rent by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date. Lessee has the option to purchase the premises which is the subject of these specifications. All Base Rent lease payments shall be applied to the purchase price of the Premises should the Lessee exercise its option to purchase the Premises (see "Exhibit D").

**Time and Manner of Payment**

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at **1615 S. Closner, Ste. A, Edinburg, Texas 78539,** or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof

shall be prorated on the basis of a thirty (30) day month.

**Taxes**

2.3 Lessee shall, reimburse Lessor against paid receipt ninety percent (90%) of all taxes, special assessments, and governmental charges of every character imposed during the Term of this Lease Agreement upon the Leased Premises and paid by Lessor and on any of the personal property or fixtures located on or in the Leased Premises. All such reimbursement for taxes shall be prorated to the dates Lessee occupies the Premises. Lessee waives all rights to protest the appraised value of the Leased Premises or to appeal the same and all rights to receive notices of reappraisal as set forth in sections 41.413 and 42.015 of the Texas Tax Code. If there is presently in effect or hereafter adopted any nature of sales tax or use tax or other tax on rents or other sums received by Lessor under this Lease Agreement (herein referred to as "Rent Sales Tax"), then in addition to all rent and other payments to be made by Lessee as provided above, Lessee will also pay Lessor a sum equal to the amount of such Rent Sales Tax. The Term "Rent Sales Tax" shall not include any income taxes applicable to Lessor.

## ARTICLE 3. USE OF PREMISES

**Permitted Use**

3.1 Lessee may use the premises for office space and for any other lawful purpose.

**Waste, Nuisance, or Illegal Use**

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

## ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent used of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials. Lessee shall grant Lessor and Lessor's agents access to the mechanical room located in the Premises for the purpose of repairs and maintenance of the equipment located therein.

### LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems (HVAC) and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

### LESSOR'S DUTY

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(8) Landscaping (all greenery, watering, and maintainance).

(9) Parking Lot (including painting, striping, paving, etc.)

**Lessee's Right to Repair for Lessor or Vacate**

4.4 If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days

following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease. For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

## ARTICLE 5. UTILITIES

### Utility Charges

Lessee shall reimburse Lessor ninety percent (90%) of the utility charges (following presentment by Lessor of the utility's charges for each such month during the Term hereof) including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease.

## ARTICLE 6. LESSOR'S RENOVATIONS

6.1 Lessor prior to the date of Lessee occupying the Premises, agrees to purchase and/or install at Lessor's sole cost and expense Lessee's desired improvements to the Premises as directed by Lessee in writing.

### Consent of Lessor

6.2 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

### Property of Lessor

6.3 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that

Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

## ARTICLE 7. SIGNS

### Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

## ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

## ARTICLE 9. INSURANCE AND INDEMNITY

### Property Insurance

9.1 At all times during the Term of this Lease Agreement, Lessor shall keep

the Leased Premises insured against loss or damage by fire, vandalism and malicious mischief, with extended coverage endorsement or its equivalent with an insurer acceptable to Lessor. Lessee shall reimburse Lessor against paid insurance premium receipt, as additional rental ninety percent (90%) of the cost of such insurance paid by Lessor prorated for the days Lessee occupies the Premises and such property insurance shall be in amounts not less than one hundred percent (100%) of the full replacement value of the Leased Premises, which may be provided under a blanket policy. Such policy or policies of insurance shall name both Lessor and Lessee as a named insured and all proceeds payable thereunder shall be paid to Lessor and held by Lessor in trust, and shall be made available for reconstruction on repair, as the case may be, of any damage to or destruction of the Leased Premises, or any portion thereof, and shall be paid out by Lessor from time-to-time subject to the provisions hereof for the reasonable cost of such reconstruction or repair. Any excess proceeds of insurance remaining after the completion of the restoration or reconstruction of the Leased Premises (or in the event neither Lessor nor Lessee is required or elects to repair and restore, all such insurance proceeds) shall be retained by Lessor free and clear upon completion of any such repair and restoration. All salvage resulting from any risk covered by such insurance shall belong to Lessor except that any salvage relating to Lessee's personal property shall belong to Lessee.

**General Liability Insurance**

9.2 **Lessor**. Lessor, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Lessee shall reimburse against paid

receipt, as additional rental, ninety percent (90%) of the cost of such general liability insurance paid by Lessor prorated for the days Lessee occupies the Premises. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance.

9.3 **Lessee.** Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

**Remedy for Failure to Provide Insurance**

9.3 Lessor and Lessee shall each furnish with the original of all insurance policies required by this Article. If either Lessor or Lessee does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if either Lessor or Lessee allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if either Lessor or Lessee fails to deliver proof of insurance showing coverages prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of the party responsible under this Lease to acquire insurance under this Lease; or the party not responsible under this Lease to so acquire the insurance may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with the defaulting party's obligations under the provisions of this Article. The party responsible for so acquiring the insurance agrees to reimburse the other party all amounts spent by the other party having to procure and maintain such insurance within fifteen (15) days after demand from such party having to acquire such insurance. Failure to pay such amount when due shall be a default of the party responsible to acquire insurance under this Lease.

## ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

### Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to

Lessor, whereon all rights and obligations hereunder shall cease.

## ARTICLE 11. CONDEMNATION

### Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

### Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Section 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

**Condemnation Award**

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

## ARTICLE 12. DEFAULT

**Default by Lessee**

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

**Default by Lessor**

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice

to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

**Cumulative Remedies**

12.3 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

**Waiver of Breach**

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

## ARTICLE 13. ASSIGNMENT AND SUBLETTING

**Assignment and Subletting by Lessee**

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease

terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

**Assignment by Lessor**

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

## ARTICLE 14. OPTION TO PURCHASE

14.1 Provided Lessee is not in default under any provisions of this lease agreement, Lessee shall have the option to purchase the Premises for the price of Two Million Eight Hundred Fifty Thousand No/100ths Dollars ($2,850,000.00) (the "Option Price"). Such Option to Purchase may be exercised at any time after the Commencement Date of this Lease by Lessee giving sixty (60) days notice to Lessor, such notice evidenced by an executed Earnest Money Contract delivered to Lessor, an unsigned copy of which is attached hereto as Exhibit "C" (The "Purchase Contract"). All Base Rent paid by Hidalgo County through the date of closing (as defined in the Purchase Contract) in accordance with this Lease shall be credited toward the Purchase Price (as defined in the Purchase Contract).

## ARTICLE 15. MISCELLANEOUS

**Notices and Addresses**

15.1 All notices required under this Lease will be deemed delivered when

deposited in certified or registered mail, addressed to the proper party, at the following addresses:

| Lessor: | Lessee: |
| --- | --- |
| Edinburg Real Estate Network, Inc.<br>Attn: Oscar Cortes, MD<br>1615 S. Closner, Ste. A<br>Edinburg, Texas 78539 | County of Hidalgo<br>Attn: County Judge<br>P.O. Box 1356<br>Edinburg, Texas 78540 |

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

**Parties Bound**

15.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

**Texas Law to Apply**

15.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

**Legal Construction**

15.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

**Prior Agreements Superseded**

15.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

**Amendment**

15.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

**Rights and Remedies Cumulative**

15.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

**Attorneys' Fees and Costs**

15.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

**Force Majeure**

15.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor

restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

**Real Estate Commission and Finder's Fees**

15.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

**Estoppel Information**

15.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

**Time of Essence**

15.12 Time is of the essence of this Lease Agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of 09/04, 2009.

**HIDALGO COUNTY**

Juan D. Salinas, III, County Judge

**COMPANY:**

**Edinburg Real Estate Network Inc.**

Printed Name: Oscar Cortez, M.D.

ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ATTEST:

_____

Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

Stephen L. Crain

# EXHIBIT "A"

# LEGAL DESCRIPTION

EXHIBIT "A"

LEGAL DESCRIPTION

A tract of land containing 2.673 acres situated in the City of Edinburg, Hidalgo County, Texas, out of LOT 11, SECTION 271, TEXAS-MEXICAN RAILWAY COMPANY SURVEY (Deed Reference: Volume 24 Page 168, Hidalgo County Deed Records), said 2.673 acres being a part or portion of a (5.51 ac.) Tract conveyed to EDINBURG REAL ESTATE NETWORK, INC. (Warranty Deed recorded under Document #494501, Hidalgo County Official Records), said 2.673 acres also being more particularly described as follows:

BEGINNING at a pipe found on the west right -of-way line of U.S. Business Highway 281 (Closner Boulevard) for the easternmost Northeast corner of this tract, said pipe bears S 9° 05' 00" W a distance of 275.40 feet and N 80° 53' 00" W a distance of 50.00 feet from the Northeast corner of said Lot 11, Section 271;

THENCE, S 9° 05' 00" W along the West right -of -way line of said U.S. Business Highway 281 (Closner Boulevard) and the East property line of said Edinburg Real Estate Network Inc. tract, a distance of 37.10 feet to an iron rod set for the Southeast corner of this tract;

THENCE, N 80° 53' 00" W a distance of 501.33 feet to an iron rod set for the Southwest corner of this tract;

THENCE, N 9° 05' 00" E along the West property line of said Edinburg Real Estate Network, Inc. tract, a distance of 267.50 feet pass an iron road set on the South line of an Utility Easement (granted to the City of Edinburg in Vol. 1554 Pg.465, Hidalgo County Deed Records), at a distance of 274.50 feet pass a pipe found for the South right-of -way line of Freddy Gonzalez Drive (as dedicated in Vol. 1528 Pg. 648, Hidalgo county Deed Records), and continuing a total distance of 312.50 feet to the north line of said Lot 11, for the Northwest corner of this tract;

THENCE, S 80° 53' 00" E along the north line of said Lot 11, a distance of 191 30 feet to an outside corner of this tract;

THENCE, S 11° 37' 43" W a distance of 20.02 feet to an inside corner of this tract;

THENCE, S 80° 53' 00" E a distance of 177.67 feet to an outside corner of this tract;

THENCE, S 9° 05' 00" W at a distance of 18.00 feet pass a pipe found for said South right-of-way line of Freddy Gonzalez Drive (Vol. 1528 Pg. 648, Hidalgo County Deed Records), at 25.00 feet pass the south line of said Utility Easement (Vol. 1554 Pg. 465, Hidalgo County Deed Records), and continuing, along the west property line of tract conveyed to S.S. Partners (WD Doc. #450889, Hidalgo County Official Records), for a total distance of 255.40 feet, to a pipe found for an inside corner of this tract;

THENCE, S 80° 53' 00" E along the south property line of said S.S. Partners tract, a distance of 133.25 feet to the POINT OF BEGINNING, and containing 2.673 acres, of which 0.240 of one acre lies in the right-of-way of said Freddy Gonzalez Drive (as dedicated in Vol 1528 Pg. 648, Hidalgo County Deed Records), leaving a net of 2.433 acres of land, more of less.

R605992



| Current Owner | Legal Description | Exemptions | Appraised |
|---|---|---|---|
| EDINBURG REAL ESTATE NETWORK INC (O565274)<br>1615 S CLOSNER BLVD STE D<br>EDINBURG,TX 78539-6362 | ALBERTSONS EDINBURG LOT 1 | | 2,078,270 |
| | | Entities | Homestead Cap |
| | | CEB, DR1, GHD, JCC, R15, SEB, SST | 0 |

**Situs Address**

**Sales**

| Date | Volume | Page | Seller Name |
|---|---|---|---|
| 12/20/1999 | 831936 | | UNKNOWN OWNER |

**History Information**

| | 2008 | 2007 | 2006 | 2005 |
|---|---|---|---|---|
| Imp HS | - | - | - | - |
| Imp NHS | $1,192,559 | $1,259,045 | $1,244,399 | $1,310,884 |
| Land HS | - | - | - | - |
| Land NHS | $423,928 | $423,928 | $423,928 | $423,928 |
| Ag Mkt | - | - | - | - |
| Ag Use | - | - | - | - |
| Tim Mkt | - | - | - | - |
| Tim Use | - | - | - | - |
| HS Cap | - | - | - | - |
| Assessed | $1,616,487 | $1,682,973 | $1,668,327 | $1,734,812 |

**Building Attributes**

| Construction | Foundation | Exterior | Interior | Roof | Flooring |
|---|---|---|---|---|---|
| COM | SLB | TIL | SRK | FLT-BLT | CPT |
| **Heat/AC** | **Baths** | **Fireplace** | **Year Built** | **Rooms** | **Bedrooms** |
| AND | 8 | | 1973 | | |

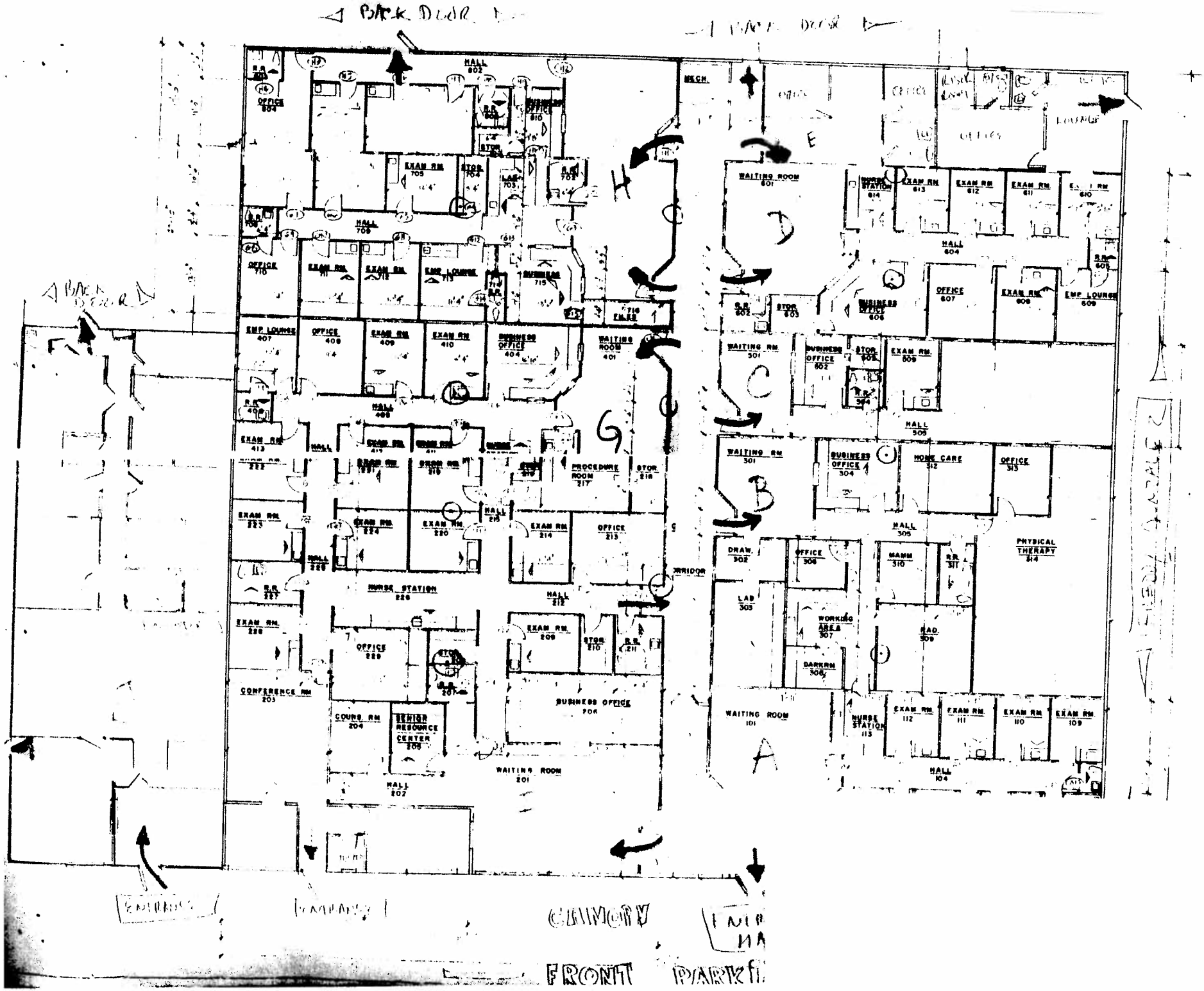
**Improvements**

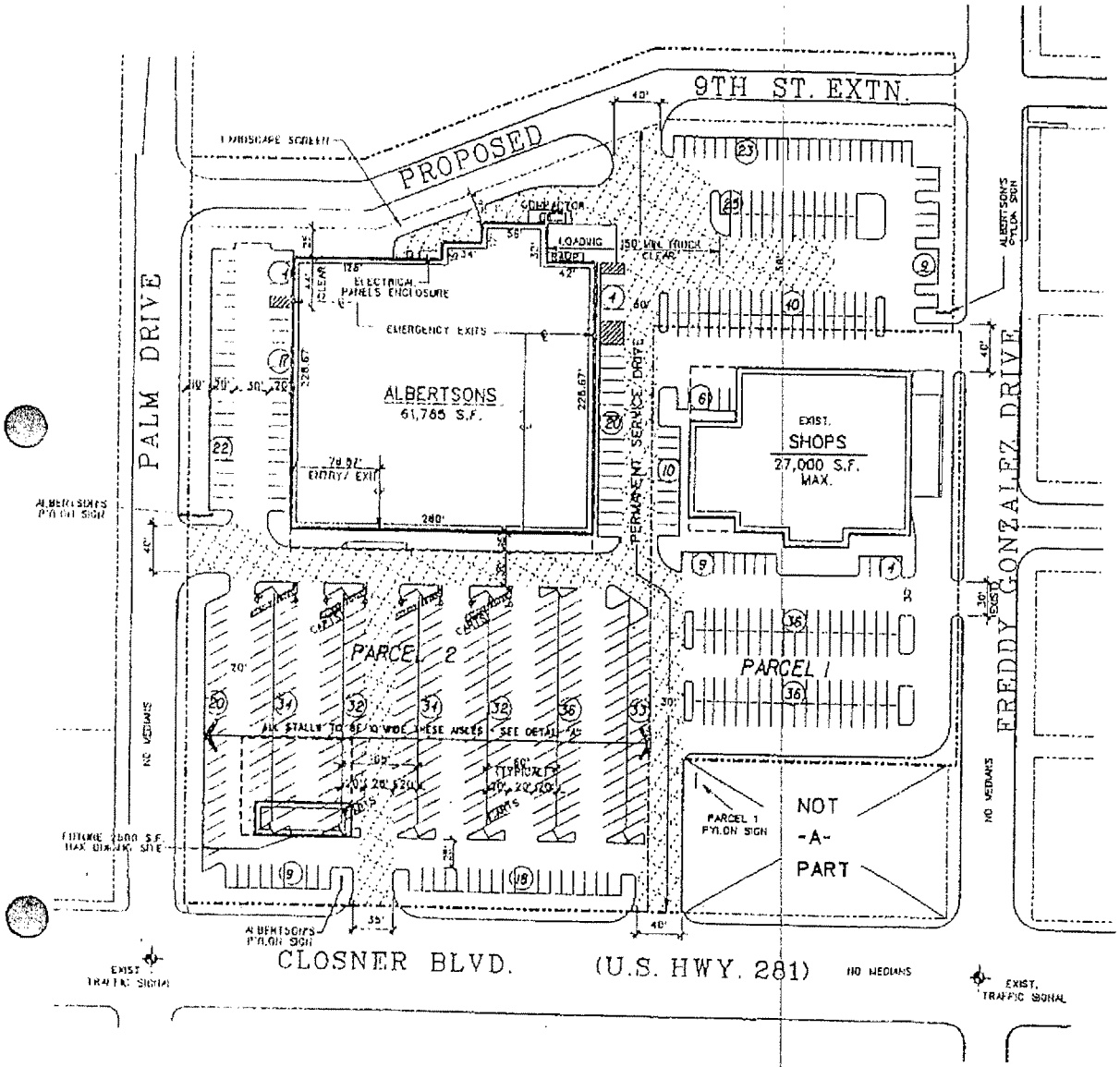
| Type | Description | Area | Year Built | Eff Year | Value |
|---|---|---|---|---|---|
| C | Commercial | | | | $1,283,405 |
| CLC | Clinic | 21484 | 1973 | 1984 | $980,605 |
| ENC | Enclosed Add | 516 | 1973 | 1984 | $23,552 |
| ENC | Enclosed Add | 648 | 1973 | 1984 | $29,577 |
| OFF | Office | 3280 | 1973 | 1984 | $149,711 |
| ASP | Asphalt | 57235 | 1973 | 1984 | $39,406 |
| CON | Concrete | 4561 | 1973 | 1984 | $6,280 |

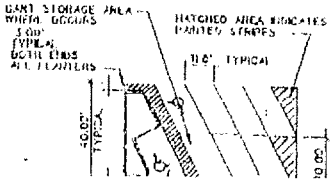
**Land Segments**

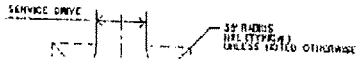
| SPTB | Description | Area | Market | Ag Value |
|---|---|---|---|---|
| F1 | Lot | 105982F | 794,865 | 0 |

**Improvement Sketch**


BACK DOOR
BACK DOOR
BACK DOOR
HALL 602
OFFICE 604
EXAM RM 705
STOR 704
LAB 703
HALL 709
OFFICE 710
EXAM RM 711
EXAM RM 712
EMP LOUNGE 713
BUSINESS OFFICE 715
EMP LOUNGE 407
OFFICE 408
EXAM RM 409
EXAM RM 410
BUSINESS OFFICE 404
WAITING ROOM 401
HALL 406
EXAM RM 413
HALL 222
EXAM RM 223
EXAM RM 224
EXAM RM 220
EXAM RM 214
OFFICE 213
PROCEDURE ROOM 217
STOR 218
HALL 219
HALL 212
NURSE STATION 226
EXAM RM 228
OFFICE 229
EXAM RM 208
STOR 210
CONFERENCE RM 203
COUNS RM 204
SENIOR RESOURCE CENTER 205
BUSINESS OFFICE 206
WAITING ROOM 201
HALL 202
MECH.
OFFICE
OFFICE
LOUNGE
WAITING ROOM 601
NURSE STATION 614
EXAM RM 613
EXAM RM 612
EXAM RM 611
EXAM RM 610
HALL 604
OFFICE 607
EXAM RM 608
EMP LOUNGE 609
WAITING RM 501
BUSINESS OFFICE 602
STOR 603
EXAM RM 605
HALL 509
WAITING RM 301
BUSINESS OFFICE 304
HOME CARE 312
OFFICE 315
HALL 306
DRAW. 302
OFFICE 306
MAMM 310
PHYSICAL THERAPY 314
LAB 303
WORKING AREA 307
RAD. 309
DARKRM 308
WAITING ROOM 101
NURSE STATION 113
EXAM RM 112
EXAM RM 111
EXAM RM 110
EXAM RM 109
HALL 104
CORRIDOR
ENTRANCE
CANOPY
ENTR
HA
FRONT PARKI
A
B
C
D
E
G
H




## GENERAL NOTES

DRAWN WITH OUT BENEFIT OF SURVEY
NO TRUCK WELLS, NATURAL DOCK ONLY
PARKING REQUIREMENTS:
USED 1/200 S.F. OF G.B.A.

BUILDING SETBACK REQUIREMENTS:
REQUIRES CITY REVIEW

LANDSCAPE REQUIREMENTS:
REQUIRES CITY REVIEW

ZONING REQUIREMENTS:
EXISTING- UNKNOWN
REQUIRED-COMMERCIAL

## LEGEND

PROPERTY/PARCEL LINE
EXPANSION LIMIT LINE
BUILDING AREA
HEAVY DUTY PAVING
BUILDING ENVELOPE

## EXHIBIT "A" SITE PLAN

| | |
|---|---|
| TOTAL GROSS BUILDING AREA | 88,765 S.F. |
| TOTAL CARPARKS REQUIRED | 444 |
| TOTAL CARPARKS PROVIDED | 513 (+69) |

Albertsons
DESIGN & CONSTRUCTION
250 PARKCENTER BLVD
BOISE, IDAHO 83726
(208)385-6200

S.W.C.
CLOSNER
BLVD.
&
FREDDY
GONZALEZ
EDINBURG,
TEXAS

DRAWING NO.
4081

# EXHIBIT "B"

# BID PAGE

# EXHIBIT "B"

**"LEASE and/or LEASE PURCHASE OFFICE SPACE for HIDALGO COUNTY"**
**BID NO.: 2009-064-05-13-MEG**

## BID FORM

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

*PLEASE PROVIDE THE LEGAL DESCRIPTION OF THE PROPERTY ALONG WITH YOUR BID*

| | |
|---|---|
| **Proposed Location ( physical address)** | 1615 S CLOSNER STE's B-J |
| **Legal Description:** | ALBERTSONS EDINBURG LOT 1 |
| **Total Square feet of Proposed Building** | 25928 |

| VENDOR | SQUARE FOOT | COST |
|---|---|---|
| PRICE per square foot | $1.00 + NNN | $ 25,928. = |
| **Total Monthly Bid Price** | | $ 25,928. = |
| | | |

BIDDER/COMPANY NAME: EDINBURG REAL ESTATE NETWORK, INC.

ADDRESS: 1615 S. CLOSNER, STE A

CITY: EDINBURG STATE: TX ZIP CODE: 78539

PHONE No: (956) 381-9854 CEL: (956) 451-0348 FAX No. (956) 381-9858

AUTHORIZED SIGNATURE:

PRINTED NAME: OSCAR CORTES, MD

TITLE: PRESIDENT.

EMAIL: droortes@yahoo.com.

OPENED 9:47

Witnessed

# EXHIBIT "C"

# CERTIFICATE OF INSURANCE

| E/L | POLICY NUMBER | TC | PRODUCER NUMBER | AC | ACCOUNT NUMBER | AUDIT |
|---|---|---|---|---|---|---|
| D | PPS 43240754 | | 16394504 | | MD14656377-001-00001 | NONE |

BRANCH ST BRANCH TBD - NC

RENEWAL EFF 05/01/2009

ZURICH

# MARYLAND CASUALTY COMPANY
# PRECISION PORTFOLIO POLICY - COMMON DECLARATIONS
# PRECISION PREMIER
# OFFICE PROGRAM

This policy consists of the declarations as well as the coverage forms and endorsements listed on the Forms and Endorsements Applicable List.

**NAMED INSURED AND MAILING ADDRESS**

EDINBURG REAL ESTATE NETWORK
1615 S CLOSNER STE. D
EDINBURG TX 78539-6362

**AGENCY NAME AND SERVICING ADDRESS**

LUJAN INSURANCE AGENCY
PO BOX 704
PHARR TX 78577-1613
(956) 783-1165

**BRANCH NAME AND SERVICING ADDRESS**

BRANCH TBD - NC
P.O. BOX 10197
JACKSONVILLE, FL 32247-0197
(800) 800-3907

**POLICY PERIOD**

| FROM | TO |
|---|---|
| 05/01/2009 | 05/01/2010 |
| 12:01 a.m. | 12:01 A.M. |

BUSINESS ENTITY: LTD LIABILITY

## POLICY PREMIUMS

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts. This premium may be subject to adjustment.

| | PREMIUM |
|---|---|
| COMMERCIAL PROPERTY COVERAGE PART | $ 6,335.00 |
| COMMERCIAL GENERAL LIABILITY COVERAGE PART | $ 2,803.00 |
| PREMIUM SIZE CREDIT | $ 280.00- |
| TERRORISM PREMIUM | $ 183.00 |
| TOTAL ANNUAL PREMIUM | $ 9,041.00 |

Countersigned by _____ _____
Authorized Representative Date

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
Copyright, Insurance Services Office, Inc., 1984.
Copyright, Maryland Casualty Company, 1992.

| BILL | POLICY NUMBER | TC | PRODUCER NUMBER | AC | ACCOUNT NUMBER | AUDIT |
|---|---|---|---|---|---|---|
| D | PPS 43240754 | | 16394504 | | M014658377-001-00001 | NONE |

BRANCH ZR ZURICH GROUP-SA

RENEWAL EFF 05/01/2005

ZURICH

# PRECISION PORTFOLIO POLICY
# COMMERCIAL GENERAL LIABILITY DECLARATIONS
# PRECISION PREMIER OFFICE PROGRAM

This coverage part consists of this declarations form, the common policy conditions, and the coverage forms and endorsements indicated as applicable on the forms list.

## COVERAGES AND LIMITS OF INSURANCE

Some of these coverages are sublimits or are subject to aggregate limits. Refer to your policy to determine how they apply.

| | |
|---|---|
| GENERAL AGGREGATE | $2,000,000 |
| PRODUCTS AND COMPLETED OPERATIONS AGGREGATE | $2,000,000 |
| EACH OCCURRENCE | $1,000,000 |
| TENANTS LEGAL LIABILITY | $1,000,000 |
| MEDICAL EXPENSES - EACH PERSON | $ 10,000 |
| PERSONAL INJURY AND ADVERTISING INJURY | $1,000,000 |

COMMERCIAL GENERAL LIABILITY

# EXHIBIT "D"

# DRAFT EARNST MONEY CONTRACT

**EARNEST MONEY CONTRACT**

**(Unimproved Property)**

Seller: HIDALGO COUNTY, TEXAS
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

Purchaser: _____
_____
_____

Title Company: _____
_____
_____

Escrow Agent: _____
_____
_____

Seller agrees to sell to Purchaser, who agrees to purchase, the property described in this Contract upon the following terms and conditions.

## ARTICLE I

## THE PROPERTY

The property is the surface estate only of that certain tract of real property located in Hidalgo County, Texas, (the "Property"), and more particularly described on Exhibit "A" attached hereto, together with any rights and appurtenances pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way.

## ARTICLE II

## PURCHASE PRICE

2.1 The total purchase price ("Purchase Price") for the Property shall be the sum of _____ and ____/100ths Dollars ($_____.__) payable in cash or other immediately available funds, at Closing.

2.2 On execution of this Contract, Purchaser shall deposit with the Escrow Agent, the sum of $___,000.00 as earnest money (hereinafter the "Earnest Money") to bind this sale. The

Earnest Money shall be deposited by the Escrow Agent until the date of Closing, at which time it shall be applied as hereinafter provided and any excess returned to Purchaser, provided Purchaser is not default hereunder. In the event of Purchaser's default, the Earnest Money shall be disposed of as hereinafter provided.

## TERMINATION OPTION

2.3 For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Purchaser's agreement to pay Seller _____ (Option Fee) within 2 days after the effective date of this Contract, Seller grants Purchaser the unrestricted right to terminate this Contract by giving notice of termination to Seller within sixty (60) days after the Effective Date of the Feasibility Study as contained in Article VI of this contract such effective date being the same date of Sellers written notice as required in Article VI of this contract. If Purchaser gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Purchaser. The Option will be credited to the Sales Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

## ARTICLE III

## REPRESENTATIONS AND WARRANTIES

3.1 Seller represents to Purchaser that Seller has full requisite power and authority to perform all of its obligations under this Contract.

3.2 Purchaser represents and warrants to Seller, which representations and warranties shall survive Closing, that Purchaser has the authority to purchase the Property, make the representations contained herein and to perform all terms and conditions required of Purchaser herein.

3.3 (a) Purchaser hereby represents and acknowledges that:

(1) Purchaser is purchasing the Property, and the Property shall be conveyed and transferred to Purchaser, "AS IS, WHERE IS, AND WITH ALL FAULTS" and, except as specifically set forth herein, without any warranties, representations, or guarantees, either expressed or implied, of any kind, nature, or type whatsoever from or on behalf of the Seller. Purchaser acknowledges that it has not relied, and is not relying, on any information, document, sales brochures, or other literature, maps or sketches, projections, pro formas, statements, representations, guarantees, or warranties (whether expressed or implied, or oral or written, or material or immaterial) that may have been given by, or made by, or on behalf of, Seller;

(2) Purchaser is not entitled to, and should not rely on, the Seller or its agents as to (A) the quality, nature, adequacy, or physical condition of the Property, including without limitation, the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, or the electrical, mechanical, HVAC, plumbing, sewage or utility systems, facilities or appliances at the Property, if any; (B) the quality, nature, adequacy, or physical condition of soils or the existence of ground water at the Property; (C) the existence, quality, nature, adequacy, or physical condition of any utilities serving the Property; (D) the development potential of the Property, its habitability, merchantability or fitness, suitability, or adequacy of the Property for any particular purpose; (E) the zoning or other legal status of the Property; (F) the Property's or its operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, or restrictions of any governmental or quasi-governmental entity, or of any other person or entity; (G) the quality of any labor or materials relating in any way to the Property; or (H) the condition of title to the Property (except for the warranty of title set forth in the deed), or the nature, status and extent of any right-of-way, lease, right of redemption, possession, lien, encumbrance, license, reservations, covenant, condition, restriction, or any other matter affecting title to the Property;

(3) Purchaser has had and will have, pursuant to this Agreement, an adequate opportunity to make such legal, factual, and other inquiries, investigations and tests as it deems necessary, desirable, or appropriate with respect to the Property. Those inquiries and investigations of Purchaser may include, but are not limited to, any leases and contracts pertaining to the Property, the physical components of all portions of the Property, the condition of the Property, the existence of any hazardous materials or other environmental matters affecting the Property, the existence of any wood-destroying organisms on the Property, the state of facts that an accurate survey and inspection would show, the present and future zoning ordinances, resolutions, and regulations of the city, county, and state where the Property is located, and the value and marketability of the Property; and

(4) Without in any way limiting the generality of the preceding subsections (1) through (3), Purchaser specifically acknowledges and agrees that it hereby waives, releases, and discharges any claim that it has, might have had, or may have against the Seller with respect to the condition of the Property, either patent or latent, its ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy, or other licenses for the use or operation of the Property and/or certificates of compliance for the Property, the actual or potential income or profits to be derived from the Property, the real estate taxes or assessments now or hereafter payable thereon (except as provided herein as to Seller's obligations for proration of current year taxes and payment of ad valorem taxes for prior years), the compliance with any environmental protection, pollution or land use laws, rules, regulations, or requirements, and any other state of facts that exist with respect to the Property.

(b) A provision similar to the following shall be included in the deed required

under this Agreement:

Grantee, by its acceptance hereof, accepts the Property in its physical condition as of the date hereof, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against Grantor in the event of discovery of any defects of any kind, latent or patent. Grantee acknowledges and agrees that Grantor has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the Property or any portion thereof, and (1) GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND (2) SELLER HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

(c) The provisions of this Paragraph 3.3 shall survive the Closing.

## ARTICLE IV

## TITLE

4.1 Within ten (10) days from the date of this Contract, Seller shall, at Purchaser's sole expense, cause to be furnished to Purchaser a current Commitment for Owner Policy of Title Insurance ("the Title Binder") issued by Title Company, describing the Property, naming Purchaser as the prospective insured and showing as the policy amount the total purchase price for the Property. The Title Binder shall commit the Title Company to issue an Owner's Policy of Title Insurance to Purchaser guaranteeing title to the Property to be good and indefeasible.

4.2 At the same time that Seller causes the Title Binder to be furnished to Purchaser, Seller shall also cause to be delivered to Purchaser, at Purchaser's expense, true copies of all recorded instruments referred to in the Title Binder as conditions or exceptions to title to the Property.

4.3 If requested by Purchaser, within fifteen (15) days from the date of this Contract, Seller at Purchaser's sole cost and expense, shall cause to be delivered to Purchaser a current plat of survey (the "Survey") prepared by a Registered Public Surveyor licensed by the State of Texas selected by Seller. The Survey shall be staked on the ground and shall set forth the number of total net acres comprising the Property, together with a metes and bounds description thereof. The term net acres mean the number of acres contained in the Property, exclusive of any land

lying within any easements, streets or roads, or the right of way lines of public roads and shall be calculated to the nearest one hundredth of an acre. The metes and bounds description of the Property contained in the Survey will be used on all closing documents and title policies in lieu of the description contained in Exhibit A attached hereto.

4.4 Purchaser shall have a period o ten (10) days following the date of receipt by Purchaser of the Survey and the Title Binder to give Seller written notice of any title exceptions it deems objectionable. If Purchaser gives such notice to Seller, Seller shall attempt to cure such objections, but shall not be obligated to incur any cost or institute litigation for such purpose. If Purchaser gives notice of title objections and Seller does not cure the objections within five (5) days following receipt of the notice from Purchaser, then Purchaser may either:

(a) terminate this Contract by giving written notice thereof to Seller and receive back the Earnest Money; or

(b) waive the objections and purchase the Property subject to the objections which shall be deemed to be Permitted Encumbrances (as hereinafter defined).

4.5 All items or title exceptions not objected to or objected to and later waived shall be referred to as "Permitted Encumbrances."

## ARTICLE V

## CLOSING

5.1 Closing shall be held on or before 30 days following the Effective Date of this Contract, at the office of the Escrow Agent, at the time as may be agreed upon by the parties.

5.2 At the Closing Seller shall deliver to Purchaser the following:

A. A Special Warranty Deed duly executed and in recordable form conveying fee simple title to the Property to Purchaser free and clear of all liens and encumbrances, except Permitted Encumbrances as defined in Article 4.5, above;

B. An Owner's Policy of Title Insurance issued by the Title Company in the amount of the Purchase Price insuring good and indefeasible title to the Property in Purchaser. The Policy shall be in the form prescribed by the State Board of Insurance of Texas and shall contain only those exceptions which constitute Permitted Encumbrances.

C. Tax Report from the tax service operated by or associated with Title Company showing no taxes due.

D. Possession of the Property.

5.3 At the Closing, Purchaser shall deliver to Seller a certified or cashier's check for the amount of the Purchase Price, plus or minus any adjustments and/or prorations otherwise herein provided.

## ARTICLE VI

## ADJUSTMENTS AND EXPENSES

6.1 Real estate taxes for the year of Closing are to be adjusted and prorated, if applicable, as of the date of Closing. In the event that actual tax figures for the year of Closing are not available at Closing, an estimated proration of taxes shall be made on the basis of the tax rate for the preceding year applied to the latest assessed valuation.

6.2 Purchaser shall pay costs associated with the sale of the Property, including but not limited to, recording instruments presented by Seller and all financing instruments, the Survey, its own attorneys' fees, the Owner and any Mortgagee Policy of Title Insurance, the appraisal obtained by Seller prior to the sale, newspaper notices advertising the Property for sale, tax service and all other expenses of Closing not specifically attributed to Seller hereunder. Seller's own attorneys' fees shall be paid by Seller.

## ARTICLE VII

## DEFAULT

If Purchaser fails to comply with the obligations as set out in this Contract, Seller may terminate this Contract and receive the Earnest Money as liquidated damages, or may enforce specific performance or any other remedy available to it at law or in equity. If Seller fails to comply herewith for any reason, Purchaser may terminate this Contract and receive the Earnest Money as Purchaser's sole remedy, thereby releasing Seller from this Contract.

## ARTICLE VIII

[Intentionally Omitted]

## ARTICLE IX

## LIENS AND TAXES

The existence of any other liens or encumbrances which secure an obligation to pay money shall not be objections to title provided that properly executed instruments in recordable form necessary to satisfy the same are delivered to Purchaser at the Closing, together with recording or filing fees, and such liens or encumbrances may be paid out of the cash consideration, if any, paid by Purchaser at the Closing.

## ARTICLE X

## ASSIGNMENT

This Contract may not be assigned by Purchaser without the prior written consent of Seller. Any assignment in violation of this Article X shall be null and void, *ab initio*.

## ARTICLE XI

## SURVIVAL

Any representations, warranties or covenants of the parties, as well as any rights and benefits of the parties, shall survive the Closing and not be merged therein.

## ARTICLE XII

## REAL ESTATE COMMISSIONS

Seller and Buyer represent each to the other than no brokers were or are involved with the transaction which is the subject of this Contract and that no claims for brokerage fees or other similar form of compensation are due or payable to any real estate broker or other person or entity because of the sale of the Property.

## ARTICLE XIII

## MISCELLANEOUS

13.1 Time shall be of the essence of this Contract.

13.2 This Contract and all of the terms, provisions and covenants contained herein shall, to the extent permitted herein, apply to, be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

13.3 The captions used in connection with the paragraphs in this Contract are for convenience only and are not intended in any way to amplify or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

13.4 This Contract shall be construed and interpreted under the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

13.5 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or

unenforceability shall not affect any other provisions hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

13.6 All notices, demands or requests required or permitted under this Contract shall be in writing, and shall be deemed to have been properly given, whether or not actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the appropriate party at the address given for such party at the beginning of this Contract.

13.7 This Contract contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning the Property, and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

13.8 Should either party be in default under any of the terms of this Contract, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of twenty (20) days from the receipt of such notice to cure the default.

13.9 In addition to the acts recited in this Contract to be performed by Seller and Purchaser, the parties hereto agree to perform or cause to be performed at the Closing or after the Closing, any and all such further acts as may be reasonably necessary to consummate transactions contemplated hereby.

13.10 In the event that this Contract or any provision hereof is construed or determined to be ambiguous by any Court of Law, then in that event the parties agree that each through its attorney has contributed to the preparation of this Contract and have jointly written or composed the clauses herein contained; and neither party hereto should be given any advantage over the other under the laws of construction of instruments based upon the authorship hereof.

13.11 The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (i) does not assume or have any liability for performance or nonperformance of any party; (ii) has the right to require the receipt, release and authorization in writing of all parties before paying the Earnest Money to any party; and (iii) is not liable for interest or other charge on the funds held. If any party unreasonably fails to agree in writing to an appropriate release of Earnest Money, then such party shall be liable to the other parties as provided in Article VIII. At Closing, the Earnest Money shall be applied to any cash down payment required, next to Purchaser's closing costs and any excess refunded to Purchaser.

13.12 If Seller is not a foreign person, as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended (the Federal Tax Law), then at the Closing, Seller will deliver to Purchaser a certificate so stating, in a form complying with the Federal Tax Law. If Seller is a foreign person or if Seller fails to deliver the required certificate at the Closing, then in either such event the funding to Seller, at the Closing, will be adjusted to the extent required to comply with the withholding provisions of the Federal Tax law; and although the amount withheld will still be paid at the Closing by Purchaser, it will

be retained by the Title Company as Escrow Agent (the reasonable fees of which shall be paid by Seller at the Closing) for delivery to the Internal Revenue Service together with the appropriate Federal Tax law forwarding forms, and with copies being provided both to Seller and to Purchaser.

## ARTICLE XIV

## CONDEMNATION

14.1 If prior to the Closing all or any substantial portion of the Property is condemned, either party shall have the right to terminate this Contract upon giving written notice to the other party within ten (10) days of the date Seller notifies Purchaser in writing of such condemnation. In the event of such termination, Purchaser shall be entitled to the return of the Earnest Money. If neither party elects to terminate this Contract, then the Closing shall take place, as herein provided, without abatement of the purchase price and Seller shall assign to Purchaser at the Closing, all interest of Seller in any condemnation awards which may be payable to Seller as a result of the condemnation. If less than a substantial portion of the Property is condemned, neither party may terminate this Contract but all interest of Seller in any condemnation proceeds shall be assigned by Seller to Purchaser at the Closing.

14.2 A substantial portion is defined to be either five percent (5%) or more in value of the Property.

The date of this Contract is the _____ day of _____, 200___.

**SELLER:**

COUNTY OF HIDALGO

By:_____
J.D. Salinas, County Judge

**PURCHASER**:

_____
Printed Name:_____

Receipt of a fully executed Contract and $_____.00 Earnest Money in the form of a _____ are hereby acknowledged this ____ day of _____, 200____ at _____, _____.M.

ESCROW AGENT:

By:_____

Seller and Purchaser designate the following named attorneys to represent their respective interest herein:

**SELLER'S ATTORNEY**:

Atlas & Hall, L.L.P.
Attn: Stephen L. Crain
P. O. Box 3725
McAllen, Texas 78502

**BUYER'S ATTORNEY:**

_____
_____
_____

**EXHIBIT "A"**
**Metes and Bounds Description of the Property**

**[To be provided]**

**AI-27779** **21. A. 6.**

**CC REGULAR**

**Meeting Date:** 08/02/2011

**Submitted By:** Rocio Villarreal,
PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## CAPTION

Discussion,and applicable action on County's option to issue the sixty (60) day notice of renewing the last year's extension (as per Article 1.2 Renewal or Termination), with Edinburg Real Estate Network, Inc., for the "Lease of Office Space at the Mediplex Building."

## BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-415-00-115-002-0-44

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

**BUDGETARY IMPACT:**

1-1100-415-00-115-002-0-441
Funds available pending line item transfer. REF: AI 27816

## Attachments

Scanned Contract
Backup

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 07/27/2011 04:55 PM |
| Rosalinda Cantu | Rosie Cantu | 07/29/2011 04:22 PM |
| Purchasing Department | Angela Garcia | 07/29/2011 05:02 PM |

Form Started By: Rocio Villarreal Started On: 07/27/2011 03:55 PM

Final Approval Date: 07/29/2011

| D | PPS 43240754 | | 16394504 | | NO14656377-001-00001 | NONE |
|---|---|---|---|---|---|---|

BRANCH ST BRANCH TBD - NC RENEWAL EFF 05/01/2011

682-7455 318-2629

ZURICH

# MARYLAND CASUALTY COMPANY
## PRECISION PORTFOLIO POLICY - COMMON DECLARATIONS
## PRECISION PREMIER
## OFFICE PROGRAM

This policy consists of the declarations as well as the coverage forms and endorsements listed on the Forms and Endorsements Applicable List.

**NAMED INSURED AND MAILING ADDRESS**

EDINBURG REAL ESTATE NETWORK
1615 S CLOSNER STE. D
EDINBURG TX 78539-6362

**AGENCY NAME AND SERVICING ADDRESS**

LUJAN INSURANCE AGENCY
PO BOX 704
PHARR TX 78577-1613
(956) 783-1165

**BRANCH NAME AND SERVICING ADDRESS**

BRANCH TBD - NC
P.O. BOX 10197
JACKSONVILLE, FL 32247-0197
(800) 800-3907

**POLICY PERIOD**

| FROM | TO |
|---|---|
| 05/01/2011 | 05/01/2012 |
| 12:01 a.m. | 12:01 A.M. |

BUSINESS ENTITY: LTD LIABILITY

**POLICY PREMIUMS**

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts. This premium may be subject to adjustment.

| | PREMIUM |
|---|---|
| COMMERCIAL PROPERTY COVERAGE PART | $ 6,291.00 |
| COMMERCIAL GENERAL LIABILITY COVERAGE PART | $ 4,448.00 |
| PREMIUM SIZE CREDIT | $ 419.00- |
| TERRORISM PREMIUM | $ 205.00 |
| TOTAL ANNUAL PREMIUM | $ 10,525.00 |

Countersigned by _____ _____
Authorized Representative Date

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
Copyright, Insurance Services Office, Inc., 1984.
Copyright, Maryland Casualty Company, 1992.

COMMON
SS5007 Ed. 09-02

INSURED'S COPY 03/27/2011

**AI-28001** **20. A. 5.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Presentation of bids received as attached and detailed herein for the purpose of award and approval contract document by Commissioners Court to the overall low bidder meeting all specifications and/or requirements for: Hidalgo County "Service & Maintenance to County Power Generators" RFB No. 2011-067A-06-15-MSS.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-419-40-220-001-0-43

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

**BUDGETARY IMPACT:**

Available balance of $197,601.03 as of 08/17/11. This is a countywide contract to be paid from the Facilities Mgmt G/F budget.

Services are on an "as needed" basis.

## Attachments

Contract-Stewart&Stevenson -HC Generators PM Svcs

Bid Tab

Department Award Recom

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 08/17/2011 03:10 PM |
| Budget & Management | Merlen P. Munoz | 08/17/2011 03:13 PM |
| Ivan Cantu | Ivan Cantu | 08/17/2011 03:47 PM |
| Olga Garza | Olga Garza | 08/17/2011 04:58 PM |
| Auditor's Office | Angela Garcia | 08/18/2011 10:14 AM |
| Purchasing Department | Marty Salazar | 08/18/2011 10:23 AM |

Form Started By: Moises Salazar Started On: 08/10/2011

Final Approval Date: 08/18/2011

**THE STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**SERVICE CONTRACT**
**C-11-067A-08-22**

**THIS CONTRACT** is made and entered into this 22nd day of August, 2011 by and between the **County of Hidalgo, Texas** ("County"), and Stewart & Stevenson Power Products, LLC ("Company").

**WHEREAS,** Company responded to advertised notices for bids for: **"Service & Maintenance to County Power Generators" (on an as needed basis)** (the "Services"); and

**WHEREAS,** Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

**WHEREAS,** in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

**NOW, THEREFORE,** in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **three (3) years (on an as needed basis)**, commencing on August 22nd, 2011 and expiring on August 21st, 2014. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of

such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:
County of Hidalgo
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company:
Stewart & Stevenson Power Products, LLC
Attn: Charles Potes, Operation
2701 North Cage Blvd.
Pharr, TX 78577

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written

notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

**WITNESS** our hands in duplicate originals this ____day of _____, 2011.

**APPROVED AS TO FORM**
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain, Attorney

**COUNTY OF HIDALGO**

**ATTEST:**

By: _____
Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr., County Clerk

**COMPANY:**

**Stewart & Stevenson Power Products, LLC**

By:_____
Printed Name: _____
Title:_____

# EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

# PURCHASING DEPARTMENT
## County Of Hidalgo

June 10, 2011

**RE: ADDENDUM NO.1**
**FOR RFB No.: 2011-067A-06-15-MSS**
**"Hidalgo County –Service & Maintenance to County Power Generators".**

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with **Hidalgo County"** -request for bids for –**"Service & Maintenance to County Power Generators".**

Please add this **ADDENDUM NO. 1** to your bid packet so as to permit your company to submit a complete bid. See original request for bid packet LEGAL NOTICE page 3 paragraph 9.

**Acknowledge receipt of ADDENDUM NO. 1** by signing and returning this notice to us VIA FAX AT (956) 292-7612 or VIA E-MAIL TO moises.salazar@co.hidalgo.tx.us .

If you do not receive all 2 pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your RFB packet for **"Hidalgo County –Service & Maintenance to County Power Generators".**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

**BY:** _____

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

MLS/mss
Enclosures


2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

# ADDENDUM NO. 1

**June 10, 2011**
**Hidalgo County**
**Service & Maintenance to County Power Generators**
**RFB NO.: 2011-067A-06-15-MSS**

**PLEASE NOTE THE FOLLOWING CHANGES:**

## A. EXTENDED BID OPENING DATE: JUNE 29, 2011 AT 9:30 AM.

## B. EXHIBIT A:

1) Delete –Paragraph one (1) of Requirements (page 2).
2) Replace –Paragraph two (2) of Requirements (page 2) with following:

***Participants must be authorized factory trained by generator manufacturer and certified to work on at least one of the following listed equipment and its switch gear (i.e. ISO Links, Zenith, ASCO series 300, Kohler (Detroit Diesel), and Generac SD 100-Mitsubish).***

3) Modify last sentence of Paragraph three (3) of Requirements (page 2) to show as follow:

***PARTS –For additional parts not included as preventive services parts, with previous approval from County Facilities Management, awarded vendor will be allowed to provide parts with a markup rate. Vendor must use genuine manufacturer parts (filters oil, air, diesel, and misc. parts) as first option and equal or better.***

**MODIFICATION TO TERM OF CONTRACT:**

1) **Replace –TERMS & CONDITIONS paragraph two (2) on page two (2) with following:**

***The term of the contract will be for three (3) years. Bid price should remain firm thru the term of the contract including any extensions.***

## C. SECOND WALK THRU:

1) You are invited to attend a site walk thru. We will be visiting all sites where generators are located starting at **8:00 am on June 15, 2011** at the Conference Room of the Purchasing Department, 2802 S. Business Hwy 281, Edinburg, TX.

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, June 10. 2011, for RFB – **"Hidalgo County–Service & Maintenance to County Power Generators".**

_____ _____

Printed Bidder Name Date

_____

Company Name

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.

# PURCHASING DEPARTMENT
County Of Hidalgo

May 31, 2011

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"SERVICE & MAINTENANCE TO COUNTY POWER GENERATORS"**
**Bid No: 2011-067A-06-15-MSS**

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/mss

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

# REQUEST FOR BID (RFB) CHECKLIST

## HIDALGO COUNTY
"SERVICE & MAINTENANCE TO COUNTY POWER GENERATORS"

## Bid No: 2011-067A-06-15-MSS

1. Request for Bid Letter, consists of __1__ page.
2. Request for Bid, Legal Notice, consisting of __8__ pages.
3. Exhibit "A" Specifications consisting of __9__ pages.
4. Exhibit "B" Bid Page consisting of __2__ pages.
5. Exhibit "C" Insurance Requirements consisting of __4__ pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__ page.
7. Vendor/Bidder Application and W-9 form consisting of __6__ pages.
8. Draft Requirements Agreement consisting of __9__ pages.
9. Certification Regarding Debarment __1__ page.

**The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.**

**Thank you.**

**Martha L. Salazar, CPPB**
**Purchasing Agent**

05/31/11
**Date**

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

# REQUEST FOR BIDS

## HIDALGO COUNTY
## "Service & Maintenance to County Power Generators"

## BID OPENING DATE:

June 15, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539




956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY – SERVICE & MAINTENANCE TO COUNTY POWER GENERATORS"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2011-067A-06-15-MSS- HIDALGO COUNTY – SERVICE & MAINTENANCE TO COUNTY POWER GENERATORS"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, JUNE 15, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS - 2011-067A-06-15-MSS- HIDALGO COUNTY – SERVICE & MAINTENANCE TO COUNTY POWER GENERATORS".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of

warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)

d) Notation - **BID-2011-067A-06-15-MSS- HIDALGO COUNTY – SERVICE & MAINTENANCE TO COUNTY POWER GENERATORS"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Facilities Management
3100 S. Business 281
P.O. Box 1356
Edinburg, TX 78539
ATTN.: Richard Sunday (956) 289-7850

17. Schedule of Events

| | |
|---|---|
| **Pre-Bid Conference, 2:00 PM** | **June 07 , 2011** |
| **Bid Opening, 9:30 AM** | **June 15 , 2011** |
| Award of Contract | _____, 2011 |
| Commence Work or Deliver Products | _____, 2011 |

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of

successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for

**HIDALGO COUNTY**
**"SERVICE & MAINTENANCE TO COUNTY POWER GENERATORS"**
**BID No. -2011-067A-06-15-MSS**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
Hidalgo County
"Service & Maintenance to County Power Generators"
2011-067A-06-15-MSS
RFB -SPECIFICATIONS

## REQUIREMENTS/SPECIFICATIONS

Hidalgo County is seeking to contract with a vendor providing the most advantageous bid to the County to conduct all of Services/ Maintenance and Repairs of Generators on a Quarterly, Annually and/or Triennial basis as required for each generator here in listed.

Maintenance Services will be provided in accordance with the following specifications and manufacturer recommendations.

Bid price/fees must include service trip, all labor and materials to properly service and maintain as necessary, including but not limited to Load Bank Testing, Automatic Transfer, Megohmeter, Fuel, and Annual Preventive Maintenance Levels 1, 2, and 3.

The Generators to be maintained consists of the following:

| # | Manu factor | KW/Voltage | Serial # | Model # | BUILDING | LOCATION |
|---|---|---|---|---|---|---|
| 1 | Caterpillar (3304Cat) | Volt: 240/480 | 5CA01537 | SR-4 | County Courthouse | 100 N. Closner Edinburg, TX |
| 2 | Generac Power System | KVA: 25 Volt:120/240 /PH-1 | 4189450 | 0047460 | County Courthouse –IT Room | 100 N. Closner Edinburg, TX |
| 3 | Generac Power System | Amps' 800A Type –MD6 | Unit A S/N: 2093252 | MO63F800 8103541000 | New Admin #1 | 2802 S. Business Hwy 281 Edinburg, TX |
| 4 | Generac Power System | Amps' 800A Type –MD6 | Unit B S/N: 2093251 | MO63F800 8103540600 | New Admin #2 | 2802 S. Business Hwy 281 Edinburg, TX |
| 5 | Caterpirllar (Portable Unit) – XQ30 | 37.5 KVA | CAT00C33PN3X00273 | XQ30-6 | C.O. –Health Department | 1304 S. 25 St. Edinburg, TX |
| 6 | Olympian | 62.5 KVA 240/120/3PH | OLY00000VNPF02045 | D50P3 | C.O. –Health Department | 1304 S. 25 St. Edinburg, TX |
| 7 | Olympian | 250 KVA 208/120/3PH | OLY00000jnn501958 | D200P3 | C.O. –Health Department | 1304 S. 25 St. Edinburg, TX |
| 8 | Kohler Power System | KW:500 Volts: 480 3-PH | 2085749 | 500 REZV8 | Juvenile Justice Center | 1001 N. Doolittle Rd. Edinburg, TX |
| 9 | MQ Multi Quip | 120/240/1PH | 5586850 | D-A -7000SS | Restitution Center | 1124 N. M. Road Edinburg, TX |
| 10 | Kohler Power System | RPM-1800 3 PH 75 KVA Diesel | 386346 Spc-PA-205228-A | 60R0ZJ81 | Old Juvenile Detention Center | 3100 S. Business Hwy 281 Edinburg, TX |
| 11 | Generac | KVA 40.0 Volt: 120/240/PH-1 | 2049892 | 99A04444-9 | Facilities Management Spare System | 3100 S. Business Hwy 281 Edinburg, TX |
| 12 | Caterpillar | KVA: 125 3-PH | CAT00C44CD4801521 | D100-6 | Precinct No. 4 Offices | 1001 N. Doolittle Rd. Edinburg, TX |
| 13 | Generac 9/30/04 | KVA: 100 KW: 80 Volt: 120/208/3PH | 2079463 | 4451540100 | Precinct No. 3 – Multiplex Center | 724 North Breyfogle P.O. Box 607 Mission, TX 78572 |
| 14 | Generac | KVA: 188 KW: 150 Voltage: 120/240/3PH | 2103222 | 11174000200 | Precinct No. 3 - Pavilion | Mission, TX |

| | | | | | | |
|---|---|---|---|---|---|---|
| 15 | Caterpillar | KW=175.0<br>KVA=218.8<br>Volts 208/120<br>3-HP | Cat 00C66TN6<br>D01644 | D175-2 | Pct. 2<br>Pharr Clinic | 300 W Hall Acres<br>Rd<br>Suite B<br>Pharr, TX 78577 |

## GENERATOR'S LIST ADDITIONS AND DELETIONS

1. **Revisions to list may be made in the event a generator is added or deleted from the services**. Due to new generators becoming available during the term of this bid, listed generators may change.
2. Additional sites will be priced based on Kilo Watts as listed on Exhibit B.

## REQUIREMENTS

1. If applicable, awarded vendor is responsible to obtain proper authorization to link onto the ISO switchboard (hardware), with a twin CAT system build 959 version 2.9 made by Beck Hoff (software).

2. Participants must be authorized factory trained and certified to work on all equipment and its switch gear (i.e. I S O Links, Zenith, ASCO series 300, Kohler (Detroit Diesel), and Generac SD 100 - Mitsubishi).

3. PARTS –For additional parts not included as preventive services parts, with previous approval from County Facilities Management, awarded vendor will be allowed to provide parts with a markup rate. Vendor must use genuine manufacturer parts (filters oil, air, diesel, and misc. parts) as first option and **equal or better if not otherwise available.**

4. At the time of submission of invoices to the Hidalgo County, awarded vendor must provide invoices for parts purchased to repair generators, for auditing purposes and verification of mark up rate.

5. Awarded vendor must be able to provide service/ maintenance and repair to generators in accordance with the National Electric Code (N E C), the life Safety Code, and the National Fire Protection Association and the Joint Commission.

6. Technicians must be available (24) twenty–four hours (7) seven days a week.

7. Vendors must provide the following with proposal:

    a) A technician fee on an "As needed basis" per hour (normal hours and after hours).

    b) Percentage mark up rate for parts for related preventive services repairs.

## TERMS & CONDITIONS

1. All costs and expenses associated with the preparation and submission of (proposal, proposals and / or quotes) shall be responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto **HIDALGO COUNTY**.

2. The term of the contract will be for two (2) years with the county's option to extend for an additional one (1) year term under the same rates, terms and conditions. Bid price should remain firm thru the term of the contract including any extensions.

3. Hidalgo County reserves the right to continue this proposal for additional sixty (60) days Grace period at the end of the contract term for unforeseen delay in award of new proposal for next contract term.

4. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation.

5. Hidalgo County reserves the right to award the proposal to the proposer submitting the most advantageous response meeting all requirements and specifications.

6. Hidalgo County reserves the right to award by line item or on an "all or none basis".

7. Vendor shall provide maintenance services at no additional cost other than stated on Exhibit "B" for normal maintenance and repair.

8. Hidalgo County reserves the right to reject any or all bids submitted, if it is in the best interest to do so.

9. The awarded vendor will maintain all insurance requirements and its limits through out the agreement term, as described and listed in Exhibit "C" Insurance requirements.

10. Hidalgo County has the authority to utilize other State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

11. Hidalgo County reserves the right to hold proposals for a period of ninety (90) days without taking any action.

12. After bid is awarded, if awarded bidder defaults in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low proposer. In such event, County shall charge the awarded bidder the difference for any additional cost of such item.

## MAINTENANCE AND SERVICES

The awarded vendor will conduct an initial assessment of generator's current conditions. This assessment should be included as a line item in the proposal.

The awarded vendor will propose a preventive maintenance schedule for each generator based on assessment result.

Proposal should be based on the following schedule of preventive maintenance services:

**PM LEVEL 1** Services are recommended Quarterly
**PM LEVEL 2** Services are Recommended Annually
**PM LEVEL 3** Services are Recommended every Three (3) years
**TRANSFER SWITCH SCHEDULED MAINTENANCE** – Recommended Annually
**LOAD BANK TESTING** Recommended Annually

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year. With an optional price of service for transfer switch scheduled maintenance and load bank testing on all generators.

## DETAILED DESCRIPTION OF SCHEDULED MAINTENANCE SERVICE LEVELS

**Scheduled Maintenance**

**PM LEVEL 1 – Services are recommended Quarterly**

**GENERAL**

- Visual Inspection – Visual inspection of overall condition of unit to identify foreign objects, loose or broken fittings, guards, and components.
- Wipe off unit – Clean oil, coolant, fuel and acid deposits. Police generator area.

**COOLING SYSTEM**

- Radiator/Heat Exchanger – Visual inspection for leaks, damage, and debris. Check louver operation.
- Coolant – Visual inspection for correct level and condition of coolant (rust, oil, and contaminants). Check coolant conditioner concentration and temperature protection. Check filler cap gasket and sealing surface.
- Hoses and Connections – Visual inspection of all hoses for deterioration. Check tightness of connections.
- Fan Drive Pulley and Fan – Check for loose or worn pulleys and lube fan drive bearing. Check fan operation and clearance.
- Fan Belts – Inspect for wear or deterioration. Check tension and adjust as necessary.
- Jacket Water Heater – Inspect for proper operation. Check thermostat settings for proper coolant temperature.
- Water Pump – Visual and operational inspection for leaks or unusual noises.

**FUEL SYSTEM**

- Fuel Tank – Visually inspect fuel tank system for leaks and fuel level. Test day tank pump for proper operation. Inspect fuel condition for contaminants.
- Water Trap/Separator – Drain water from fuel tank or water separator when possible.
- Fuel Lines and Connections – Inspect for leaks and tightness of connections. Check line brackets.
- Governor and Controls – Inspect governor oil level. Inspect controls and linkage for proper operation. Add oil as necessary.
- Fuel Filters (Primary/Secondary) – Inspect for damage, leaks and proper operation.
- Fuel Pressure – Operational check of gauge and correct pressure.

**AIR INDICTION and EXHAUST SYSTEM**

- Air Filter Service Indicator – Note reading. Inspect for proper operation. Reset Indicator.
- Air Filter – Inspect. Clean as necessary
- Air Inlet System – Inspect piping and air filer housing for damage, loose connections, and evidence of leaks. Clean air filters housing if air filter is cleaned or replaced. Check housing seals and gaskets.
- Turbocharger – Inspect for oil leakage or exhaust leakage. Check for unusual noises and proper operation.
- Exhaust Manifold – Inspect for damage, loose or missing hardware, evidence of exhaust leakage and wet-stacking. Load bank recommendation, inspect for oil slobbering.

- Exhaust System – Inspect silencer and piping for damage, corrosion, or leakage. Check rain cap. Check supports for vibration damage and loose connections.

**LUBE OIL SYSTEM**

- Oil Level – Inspect for correct oil level and contamination.
- Visual inspect unit for leaks.
- Oil Pressure – Operational check of gauge for correct pressure. Operational and visual inspection of prelube pump.
- Crankcase Breather – Inspect for proper operation. Check connections and inspect hose for deterioration. Note excessive blowby.
- Scheduled Oil Sample – Obtain oil sample for analysis (optional for Level 1).

**STARTING SYSTEM**

- Batteries – inspect for damage or leakage, clean acid neutralizer. Clean and tighten all battery cable connections.
- Batteries (Specific Gravity) – Check electrolyte level and specific gravity. Fill cells with distilled water as necessary
- Battery Charger – Inspect for proper operation, loose terminals, and deteriorated wiring.
- Starting Motor – Inspect electrical connections and wiring. For air starters, inspect oil jar and feeder operation. Operational check for abnormal engagement and cranking noises.
- Alternator – Inspect for proper operation, loose connections, and mounting hardware. Check belts, pulley and voltage output.

**ENGINE MONITORS AND SAFETY CONTROLS**

- Safety Controls – Check for: loose connections, and wiring deterioration.
- Remote Annunciator and Alarms – Inspect and test all panel and system alarms.

**CONTROL PANEL**

- Start Controls – Manual/Auto – Operational check for proper operation. Check automatic start (if allowed).
- Voltmeter – Operational check for correct readings. Check voltage level.
- Ammeter – Operational check for correct readings, if load is available.
- Frequency Meter – Operational check for correct readings. Load and no load readings, if possible.

**Scheduled Maintenance**
**PM LEVEL 2 Services are Recommended Annually**
(Includes all services Level 1 -Inspection, as well as the following).

**FUEL SYSTEM**

- Fuel Filter – Replace. Inspect for proper sealing and operation.

**LUBE OIL SYSTEM**

- Oil and Filters – Change. Inspect all gaskets and seals.
- S.O.S – Obtain oil sample for analysis.
- Crankcase Breather – Inspect and clean or replace if applicable.

**AIR INDUCTION SYSTEM**

- Turbocharger – Check for oil leakage or unusual noises.
- Air Filter – Inspect. Clean or replace as necessary.

**ENGINE MONITORS AND SAFETY CONTROLS**

- Gauge Accuracy – Check oil pressure, water temperature, and alternator gauge for accuracy.
- Safety Controls – Inspect for proper operation, loose connections, and wiring deterioration. Check all safety controls for proper operation.
- Remote Annunciator and alarms – Inspect and test alarms for proper operation.

**GENERATOR**

- Generator Rear Bearing – Lubricate if applicable.
- Vibration Isolators – Check for proper adjustment and condition.

**CONTROL PANEL**

- Circuit Breakers – Inspect for free movement and tight connections, if accessible.

**Scheduled Maintenance**

**PM LEVEL 3 Services are Recommended every Three (3) years**

(Includes All Services Previously Listed Under **Level 1 and Level 2.** As Well As the Following)

**COOLING SYSTEM**

- Coolant – Drain, flush and replace coolant.
- Thermostats – Replace
- Fan Belts – Replace
- Hoses – Replace all cooling system hoses including jacket water heater hoses.

**STARTING SYSTEM**

- Batteries – Test
- Alternator Belt - Replace.

**AIR INDUCTION AND EXHAUST SYSTEM**

- Air Filter – Replace
- Adjust Valves and replace cover gaskets (as dictated by manufacturer's Operation and Maintenance Guide).

**TRANSFER SWITCH SCHEDULED MAINTENANCE – Recommended Annually**

**INTERIOR WIRING COMPONENTS**

- Perform visual inspection of all wiring and connections for signs of tracking, overheating, and insulation deterioration.
- Check and tighten, where necessary, all control circuit wiring terminals.
- Check manual switches for free movement and contact continuity.
- Check all time delay settings and adjust to the customer's specifications.
- Check condition of main and arcing contracts and auxiliary contracts.
- Check all common and ground wires. Measure and record resistance to ground readings.
- Check lug connections and mounting insulator bolts (de-energized switch).
- Megger test generator windings and rotor for proper resistance.
- Check for proper transfer operation and sequencing of time control relays.
- Calibrate all phase and voltage sensitive relays.
- Perform infrared heat scan on all cable connections. Clean and torque as necessary.

**ENCLOSURE**

- Wipe down.
- Clean interior of enclosure and remove accumulated dust and/or dirt.
- Check door closure, locking bar, and mechanism for proper operation.

**MISCELLANEOUS**

- Record findings of the inspection. Note corrective action taken.
- Report unsafe conditions.
- Report recommendations for replacement of major components.

**LOAD BANK TESTING Recommended Annually** (Required annually for most applications)
**(SEE NFPA 110 & NFPA 99)**

In addition to your Scheduled Maintenance services, we also recommend having a two – (2) hour Load Bank Test performed annually, in conjunction with your regular service. This test will prevent a condition known as "wet stacking", which is the presence of carbon particles, unburned fuel, acids and condensed water in the exhaust system, which accumulates due to incomplete combustion caused by low combustion temperatures. The presence of continual black smoke during operation is an indication what wet stacking is occurring.

**The NFPA 110** states the following regarding Load Bank Testing (this also applies to **NFPA 99** for Healthcare Facilities, pertinent information is underlined):

6-4 Operational Inspection and Testing.

6-4.1* Level 1 and Level 2 EPSS's, including all appurtenant components, shall be exercised under load at least monthly.

Exception: If the generator set is being used for standby power or for peak load Shaving, such use shall be recorded and shall be permitted to be substituted for scheduled operations and testing of the generator set, provided the appropriate data are recorded.

6-4.2* Generator sets in Level 1 and Level 2 service shall be exercised at least once monthly, for a minimum of 30 minutes, using one of the following methods.

(a) Under operating temperatures conditions or at not less than 30 percent of the EPS nameplate rating

(b) Loading that maintains the minimum exhaust gas temperatures as recommended by the manufacturer.

The date and time of day for required testing shall be decided by the owner, based on facility operations

6-4.2.2 Diesel-powered EPS installations that do not meet the requirements of 6-4.2 shall be exercised monthly with the available EPSS load and exercised annually with supplemental loads at 25 percent of the nameplate rating for 30 minutes, followed by 50 percent of the nameplate rating for 30 minutes, followed by 75 percent of the nameplate rating for 60 minutes, for a total of 2 continuous hours.

In summary, the engine needs to be exercised at monthly intervals. This must be done at the manufacturer's recommended operating temperature, which can only achieved by running it under recommended load (usually 30 % to 50 % of the generator's designed capacity). If this is not possible due to the inability to transfer adequate building loads to the generator, a Load Bank Test will be required to satisfy the supplemental load requirement.

Load Bank Testing for a minimum of two continuous hours at 80-100 % of the nameplate rating on the customer's generator, which will exceed the requirements of the requirements of the National Fire Protection Association. Unless otherwise specified by the customer.

**MEGOHMETER TESTING**

Test main stator, main rotor, exciter, and exciter rotor. Record data for reference

**FUEL ANALYSIS – Recommended Annually**

| Property | Test Methods (*) | Low Sulfur No. 1-D | No. 1-D | Low Sulfur No. 2-D | No. 2-D | No. 4-D |
|---|---|---|---|---|---|---|
| Flash Point C, min | D 93 | 38 | 38 | 52 | 52 | 55 |
| Water and Sediment, % vol, max | D 2709<br>D 1796 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 |
| Distillation temperature, C 90 % vole covered Min Max | D86 | 288 | 288 | 282<br>338 | | |
| Kinematic Viscosity, 40 C sCt Min Max | D445 | 1.3<br>2.4 | 1.3<br>2.4 | 1.9<br>4.1 | 1.9<br>4.1 | 5.5<br>24 |
| Ash, % mass, max | D482 | 0.01 | 0.01 | 0.01 | 0.01 | 0.1 |
| Sulfur, % mass,max | D2622 | 0.05 | 0.05 | 0.05 | 0.05 | 2 |
| Copper strip corrosion, 3 hr at 50 C, max rating | D130 | No. 3 | No. 3 | No. 3 | No. 3 | |
| Cetane number, min | D613 | 40 | 40 | 40 | 40 | 30 |
| One of the following:<br>1.) Cetain index min<br>2.)Aromaticity, % vol, max | <br>D976<br>D1319 | <br>40<br>35 | | <br>40<br>35 | | |
| Ramsbottom carbon residue on 10 % distillation residue, % mass, max | D524 | 0.15 | 0.15 | 0.35 | 0.35 | |

Fuel analysis should include, but is not limited to testing for the following in accordance with ASTM D 975 Requirements for Diesel Fuel Oils (from Chevron "Diesel Fuels Technical Review", Copyright 1998, P.34):

**Market Volatility and Unit Price Adjustments**:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in proposal prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

## PRE-BID MEETING:

A pre-proposal meeting has been scheduled to be held on **Tuesday, June 7, 2011 at 2:00 pm** in the conference room of the Hidalgo County Purchasing Department, 2802 South Business Hwy 281, Edinburg, TX.

### ADDITIONAL INFORMATION

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, proposals, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, Postal/Mailing: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas 78539 **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA E-MAIL TO moises.salazar@co.hidalgo.tx.us OR VIA FACSIMILE TO (956) 318-2629, NO LATER THAN, WEDNESDAY, June 8, 2011, BY 5:00 P.M.** RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICATIONS VIA FACSIMILE BY NO LATER THAN**, FRIDAY, June 10, 2011 BY 5:00 P.M.**

EXHIBIT "B"
Hidalgo County
"Service & Maintenance to County Power Generators"
2011-067A-06-15-MSS
RFB –BID PAGE

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification.

Initial Assessment: ____$_____ per generator.

LIST OF GENERATORS AS PER SPECIFICATIONS:

| # | DESCRIPTION OF GENERATORS | AMOUNTS | | | | | |
|---|---|---|---|---|---|---|---|
| | | PM1 | PM2 | PM3 | LOAD BANK TESTING | AUTOMATIC TRANSFER | FUEL ANNUAL PRICE |
| 1 | Caterpillar (3304Cat) | | | | | | |
| 2 | Generac Power System | | | | | | |
| 3 | Generac Power System | | | | | | |
| 4 | Generac Power System | | | | | | |
| 5 | Caterpirllar (Portable Unit) –XQ30 | | | | | | |
| 6 | Olympian | | | | | | |
| 7 | Olympian | | | | | | |
| 8 | Kohler Power System | | | | | | |
| 9 | MQ Multi Quip | | | | | | |
| 10 | Kohler Power System | | | | | | |
| 11 | Generac | | | | | | |
| 12 | Caterpillar | | | | | | |
| 13 | Generac 9/30/04 | | | | | | |
| 14 | Generac | | | | | | |
| 15 | Caterpillar | | | | | | |
| **Additional Generators** | | | | | | | |
| 16 | 0-100 KW | | | | | | |
| 17 | 101-150 KW | | | | | | |
| 18 | 151-200 KW | | | | | | |
| 19 | 201-300 KW | | | | | | |
| 20 | 301-400 KW | | | | | | |
| 21 | 401-500 KW | | | | | | |
| 22 | 501-600 KW | | | | | | |

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year. With an optional price of service for transfer switch scheduled maintenance and load bank testing on all six (6) generators.

Mark up rate for parts_____%

**D. Technician Fee:**

1. Normal Hours $ _____ (specify hours) _____ to _____

2. After Hours $ _____ (specify hours) _____ to _____

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

# EXHIBIT "C"

## Insurance Requirements
## Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

# ACORD

## CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

| PRODUCER | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
|---|---|
| | **INSURERS AFFORDING COVERAGE** |
| INSURED | INSURER A: |
| | INSURER B: |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐☐ CLAIMS MADE OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED [illegible] (Any one person) | $ |
| | | | | | PERS[illegible] & ADV INJURY | $ |
| | | | | | [illegible]AL AGGREGATE | $ |
| | | | | | [illegible]ODUCTS - COMP/OP AGG | $ |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURRENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** | | | | WC STATU- TORY LIMITS ☐ OTHER | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE-POLICY LIMIT | $ |
| | **OTHER** | | | | | |

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

| CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION |
|---|---|
| Hidalgo County<br>Attn: Purchasing Department<br>2812 S Highway Bus. 281<br>Edinburg, Texas 78539 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE |

SAMPLE

# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

**Notice to Bidder:**
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

| OFFICE USE ONLY |
| --- |
| Date Received |

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

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**
| | | | – | | | – | | | | |

**or**

**Employer identification number**
| | | – | | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here** | **Signature of U.S. person ▶** | **Date ▶**

## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

## Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt recipients except for 9 |
| Broker transactions | Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt recipients 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt recipients 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or single-owner LLC | The owner [3] |
| **For this type of account:** | **Give name and EIN of:** |
| 6. Sole proprietorship or single-owner LLC | The owner [3] |
| 7. A valid trust, estate, or pension trust | Legal entity [4] |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us**

| | |
|---|---|
| **Company Name:** | **Telephone No. ( )** |
| **dba Name:** | |
| **Legal Name:** | |
| **Mailing Address :** | **Fax No. ( )** |
| **Physical Address:** | |
| **City, State, Zip** | **Tax I.D. No.** |
| **Remit to Address :** | **City, State, Zip** |
| **E-Mail Address:** | |
| **Representative(s) Name(s) & Title(s)** | |

**Type of Organization (check one):** _____ **Individual** _____ **Partnership** _____ **Corporation** _____ **Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**

**State Identification No.**_____ **(Please attached completed W-9 form with this application)**

**Federal Identification No. or (if individual) SS No.**

**State of Incorporation:** _____ **Date:**_____ **Other:**

**Type of Business (check one):** _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

**Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:**

**Small and/or Disadvantaged Business Information (check application criteria)**

| **Small Business:** | **Disadvantaged Business (At Least 51% Ownership)** | |
|---|---|---|
| ❒ Less than 125,000 annual gross receipt | ❒ Black American | ❒ Native American |
| ❒ Less than 250,000 annual gross receipt | ❒ Hispanic American | ❒ Women |
| ❒ Less than 499,000 annual gross receipt | ❒ Asian Pacific American | ❒ Other |
| ❒ More than 500,000 annual gross receipt | | |

**Have you been certified as a HUB or an MBE/WBE source?:** ❒ Yes ❒ No

**Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ❒ Yes ❒ No

**What type of product(s) is/are solicited by your company?:**

**Would you like to be provided with specifications for procurements of such products?:** ❒ Yes ❒ No

**To Be Completed by the County: Rec'd by (Purchasing):**_____ **Date Rec'd by (Purchasing):**

**Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

**Certification**
**Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

# EXHIBIT "B"

VENDOR'S BID

EXHIBIT "B"
Hidalgo County
"Service & Maintenance to County Power Generators"
2011-067A-06-15-MSS
RFB –BID PAGE

OPENED 9:45 6-29-11 Witnessed

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification.

Initial Assessment: $ 0.00 per generator.

LIST OF GENERATORS AS PER SPECIFICATIONS:

| # | DESCRIPTION OF GENERATORS | AMOUNTS | | | | | |
|---|---|---|---|---|---|---|---|
| | | PM1 | PM2 | PM3 | LOAD BANK TESTING | AUTOMATIC TRANSFER | FUEL ANNUAL PRICE |
| 1 | Caterpillar (3304Cat) | 171.00* | 229.00 | 802.00 | 475.00 | Included | $89.00 |
| 2 | Generac Power System | 69.00* | 127.00 | 187.00 | 373.00 | Included | $89.00 |
| 3 | Generac Power System | 199.00* | 756.00 | 1,346.00 | 676.00 | Included | $89.00 |
| 4 | Generac Power System | 199.00* | 756.00 | 1,346.00 | 676.00 | Included | $89.00 |
| 5 | Caterpirllar (Portable Unit) –XQ30 | 69.00* | 137.00 | 187.00 | 383.00 | Included | $89.00 |
| 6 | Olympian | 69.00* | 153.00 | 203.00 | 404.00 | Included | $89.00 |
| 7 | Olympian | 171.00* | 362.00 | 894.00 | 581.00 | Included | $89.00 |
| 8 | Kohler Power System | 195.00* | 730.00 | 1,288.00 | 667.00 | Included | $89.00 |
| 9 | MQ Multi Quip | 59.00* | 110.00 | 200.00 | 373.00 | Included | $89.00 |
| 10 | Kohler Power System | 69.00* | 163.91 | 232.00 | 414.00 | Included | $89.00 |
| 11 | Generac | 69.00* | 142.57 | 194.00 | 393.00 | Included | $89.00 |
| 12 | Caterpillar | 171.00* | 223.00 | 792.00 | 434.00 | Included | $89.00 |
| 13 | Generac 9/30/04 | 146.00* | 182.00 | 525.00 | 424.00 | Included | $89.00 |
| 14 | Generac | 171.00* | 293.00 | 825.00 | 510.00 | Included | $89.00 |
| 15 | Caterpillar | 171.00* | 336.00 | 844.00 | 545.00 | Included | $89.00 |
| **Additional Generators** | | | | | | | |
| 16 | 0-100 KW | 59.00 - 171.00 | 110.00-222.00 | 200.00- 800.00 | 373.00 - 434.00 | Included | $89.00 |
| 17 | 101-150 KW | 171.00 | 222.00-293.00 | 800.00 - 900.00 | 434.00 - 510.00 | Included | $89.00 |
| 18 | 151-200 KW | 171.00 | 293.00-340.00 | 900.00 | 510.00 - 581.00 | Included | $89.00 |
| 19 | 201-300 KW | 171.00 | 340.00-450.00 | 900.00 | 581.00 - 625.00 | Included | $89.00 |
| 20 | 301-400 KW | 171.00 | 450.00-650.00 | 900.00 - 1200.00 | 625.00 - 667.00 | Included | $89.00 |
| 21 | 401-500 KW | 171.00 - 199.00 | 650.00-757.00 | 1400.00 | 667.00 -675.00 | Included | $89.00 |
| 22 | 501-600 KW | 199.00 | 757.00-850.00 | 1400.00 | 675.00 - 725.00 | Included | $89.00 |

* Per Trip

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year. With an optional price of service for transfer switch scheduled maintenance and load bank testing on all six (6) generators.

EXHIBIT "B"
Hidalgo County
"Service & Maintenance to County Power Generators"
2011-067A-06-15-MSS
RFB –BID PAGE

OPENED 9:45 6-29-11 Witnessed

Mark up rate for parts 21.0 %

**D. Technician Fee:**

1. Normal Hours $ 95.00 (specify hours) 8 am to 5 PM

2. After Hours $ 142.50 (specify hours) _____ to _____

**Any time outside normal hours above**

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: Stewart and Stevenson Power Products LLC

ADDRESS: 2701 North Cage Blvd

CITY/STATE/ZIP CODE: Pharr, TX 78577

PHONE & FAX NO'S: 956-787-6880 fax 956-787-6814

CELLULAR NO: 956-342-9148

E-MAIL ADDRESS: c.potes@ssss.com

AUTHORIZED SIGNATURE:

PRINTED NAME: Charles Potes

TITLE Operations Manager

# EXHIBIT "C"

INSURANCE REQUIREMENTS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/4/2011

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**
Frank Crystal & Company, Inc.
2000 West Loop South, Suite 1800
P.O. Box 27723
Houston TX 77227-7723

**CONTACT NAME:** Amy Skinn
**PHONE (A/C, No, Ext):** 713-627-2250 **FAX (A/C, No):** 713-621-5425
**E-MAIL ADDRESS:** skinna@fcrystal.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: American Zurich Insurance Company | |
| INSURER B: American Guarantee & Liability Ins | |
| INSURER C: Zurich American Ins. C | 16535 |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

**INSURED**
STEWST
Stewart & Stevenson LLC
Stewart & Stevenson Power Products LLC
1000 Louisiana Street, Suite 5900
Houston TX 77002

**COVERAGES** **CERTIFICATE NUMBER:** 31341440 **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 | |
|---|---|---|---|---|---|---|---|---|
| C | GENERAL LIABILITY | | | GLO591834006 | 1/30/2011 | 1/30/2012 | EACH OCCURRENCE | $1,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | MED EXP (Any one person) | $10,000 |
| | X Limits are XS of | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | $500,000 SIR | | | | | | GENERAL AGGREGATE | $3,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $3,000,000 |
| | POLICY PRO-JECT LOC | | | | | | | $ |
| C | AUTOMOBILE LIABILITY | | | BAP591833906 | 1/30/2011 | 1/30/2012 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS / X NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | X UMBRELLA LIAB X OCCUR | | | UMB489291901 | 1/30/2011 | 1/30/2012 | EACH OCCURRENCE | $1,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $1,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | WC591834106 | 1/30/2011 | 1/30/2012 | X WC STATU-TORY LIMITS / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) | N/A | | | | | E.L. EACH ACCIDENT | $1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY:

Certificate Holder is included as an Additional Insured as evidenced by this certificate and endorsements to these policies and/or where and to the extent required by written contract, but only arising out of the negligence of Stewart & Stevenson LLC or Stewart & Stevenson Power Products LLC.

See Attached...

**CERTIFICATE HOLDER**

Hidalgo County
100 E. Cano
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

Frank Crystal & Co. of Texas, Inc.

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AGENCY CUSTOMER ID: STEWST

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Frank Crystal & Company, Inc. | Stewart & Stevenson LLC<br>Stewart & Stevenson Power Products LLC<br>1000 Louisiana Street, Suite 5900<br>Houston TX 77002 |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

However, the insurance provided will not exceed the lessor of:

1) The coverage and/or limits of the policy, or
2) The coverage and/or limits required by said contract or agreement

AS RESPECTS WORKERS' COMPENSATION, AUTO LIABILITY AND GENERAL LIABILITY

A Waiver of Subrogation is afforded to the certificate holder as evidenced by this certificate and endorsements to these policies and/or where required by written contract.



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Hidalgo County Purchasing Department
BID TABULATION

Hidalgo County
Service and Maintenance to County Power Generators
2011-067A-06-15-MSS

**AWARD RECOMMENDED**

| | VENDORS: | LOFTIN EQUIPMENT INC. | | | | | | HOLT CAT | | | | | | CLIFFORD POWER SYSTEMS, INC. | | | | | | **STEWART & STEVENSON POWER PRODUCTS, INC.** | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| No. | Generator Descriptions: | PM1 | PM2 | PM3 | LOAD BANK TESTING | AUTOMATIC TRANSFER | FUEL ANNUAL PRICE | PM1 | PM2 | PM3 | LOAD BANK TESTING | AUTOMATIC TRANSFER | FUEL ANNUAL PRICE | PM1 | PM2 | PM3 | LOAD BANK TESTING | AUTOMATIC TRANSFER | FUEL ANNUAL PRICE | PM1 | PM2 | PM3 | LOAD BANK TESTING | AUTOMATIC TRANSFER | FUEL ANNUAL PRICE |
| 1 | Caterpillar (3304 Cat) -County Courthouse | Omit | | | | | | $ 225.00 | $ 595.00 | $ 1,785.00 | $ 595.00 | $ 150.00 | $125.00 | | | | | | | $ 171.00 | $ 229.00 | $ 802.00 | $ 475.00 | | $ 89.00 |
| 2 | Generac Power System -IT at County Courthouse | $ 405.00 | $ 245.00 | $ 710.00 | $ 235.00 | | $ 125.00 | $ 225.00 | $ 395.00 | $ 1,185.00 | $ 595.00 | $ 150.00 | $125.00 | $ 200.00 | $ 356.00 | $ 806.00 | $ 325.00 | | $ 90.00 | $ 69.00 | $ 127.00 | $ 187.00 | $ 373.00 | | $ 89.00 |
| 3 | Generac Power System -New Admin #1 | $ 540.00 | $ 580.00 | $ 1,995.00 | $ 550.00 | | $ 125.00 | $ 225.00 | $ 1,295.00 | $ 3,885.00 | $ 895.00 | $ 150.00 | $125.00 | $ 200.00 | $ 736.00 | $ 2,836.00 | $ 750.00 | | $ 90.00 | $ 199.00 | $ 756.00 | $ 1,346.00 | $ 676.00 | | $ 89.00 |
| 4 | Generac Power System -New Admin #2 | $ 540.00 | $ 580.00 | $ 1,995.00 | $ 550.00 | | $ 125.00 | $ 225.00 | $ 1,295.00 | $ 3,885.00 | $ 895.00 | $ 150.00 | $125.00 | $ 200.00 | $ 736.00 | $ 2,836.00 | $ 750.00 | | $ 90.00 | $ 199.00 | $ 756.00 | $ 1,346.00 | $ 676.00 | | $ 89.00 |
| 5 | Caterpillar (Portable Unit) XQ30 -Health Dept Central Office | $ 405.00 | $ 270.00 | $ 1,160.00 | $ 240.00 | | $ 125.00 | $ 225.00 | $ 395.00 | $ 1,185.00 | $ 595.00 | $ 150.00 | $125.00 | $ 200.00 | $ 356.00 | $ 806.00 | $ 325.00 | | $ 90.00 | $ 69.00 | $ 137.00 | $ 187.00 | $ 383.00 | | $ 89.00 |
| 6 | Olympian (D50P3) -Health Dept Central Office | $ 435.00 | $ 285.00 | $ 1,000.00 | $ 250.00 | | $ 125.00 | $ 225.00 | $ 450.00 | $ 1,350.00 | $ 595.00 | $ 150.00 | $125.00 | $ 200.00 | $ 390.00 | $ 940.00 | $ 325.00 | | $ 90.00 | $ 69.00 | $ 153.00 | $ 203.00 | $ 404.00 | | $ 89.00 |
| 7 | Olympian (D200P3) -Health Dept Central Office | $ 510.00 | $ 445.00 | $ 1,530.00 | $ 365.00 | | $ 125.00 | $ 225.00 | $ 595.00 | $ 1,785.00 | $ 650.00 | $ 150.00 | $125.00 | $ 200.00 | $ 571.00 | $ 1,321.00 | $ 450.00 | | $ 90.00 | $ 171.00 | $ 362.00 | $ 894.00 | $ 581.00 | | $ 89.00 |
| 8 | Kohler Power System -Juvenile Justice Cntr | $ 540.00 | $ 670.00 | $ 2,185.00 | $ 550.00 | | $ 125.00 | $ 225.00 | $ 1,295.00 | $ 3,885.00 | $ 895.00 | $ 150.00 | $125.00 | $ 200.00 | $ 736.00 | $ 2,836.00 | $ 750.00 | | $ 90.00 | $ 195.00 | $ 730.00 | $ 1,288.00 | $ 667.00 | | $ 89.00 |
| 9 | MQ Multi Quip -Restitution Cntr | $ 270.00 | $ 155.00 | $ 490.00 | $ 190.00 | | $ 125.00 | $ 225.00 | $ 450.00 | $ 1,350.00 | $ 595.00 | $ 150.00 | $125.00 | $ 200.00 | $ 331.00 | $ 775.00 | $ 325.00 | | $ 90.00 | $ 59.00 | $ 110.00 | $ 200.00 | $ 373.00 | | $ 89.00 |
| 10 | Kohler Power System -Former Juvenile Probation | $ 435.00 | $ 285.00 | $ 855.00 | $ 250.00 | | $ 125.00 | $ 225.00 | $ 450.00 | $ 1,350.00 | $ 595.00 | $ 150.00 | $125.00 | $ 200.00 | $ 414.00 | $ 1,015.00 | $ 325.00 | | $ 90.00 | $ 69.00 | $ 163.91 | $ 232.00 | $ 414.00 | | $ 89.00 |
| 11 | Generac -Facilities Mgmt (Spare system) | $ 405.00 | $ 365.00 | $ 1,175.00 | $ 235.00 | | $ 125.00 | $ 225.00 | $ 450.00 | $ 1,350.00 | $ 595.00 | $ 150.00 | $125.00 | $ 200.00 | $ 390.00 | $ 940.00 | $ 325.00 | | $ 90.00 | $ 69.00 | $ 142.57 | $ 194.00 | $ 393.00 | | $ 89.00 |
| 12 | Caterpillar -Precinct No. 4 Administration Bldg. | $ 405.00 | $ 300.00 | $ 1,405.00 | $ 275.00 | | $ 125.00 | $ 225.00 | $ 550.00 | $ 1,650.00 | $ 595.00 | $ 150.00 | $125.00 | $ 200.00 | $ 414.00 | $ 1,015.00 | $ 325.00 | | $ 90.00 | $ 171.00 | $ 223.00 | $ 792.00 | $ 434.00 | | $ 89.00 |
| 13 | Generac -Precinct No. 3 Multi Purpose Center | $ 405.00 | $ 370.00 | $ 1,390.00 | $ 265.00 | | $ 125.00 | $ 225.00 | $ 550.00 | $ 1,650.00 | $ 595.00 | $ 150.00 | $125.00 | $ 200.00 | $ 414.00 | $ 1,015.00 | $ 325.00 | | $ 90.00 | $ 146.00 | $ 182.00 | $ 525.00 | $ 424.00 | | $ 89.00 |
| 14 | Generac -Precinct No. 3 Meeting Hall-Pavilion | $ 405.00 | $ 405.00 | $ 1,295.00 | $ 300.00 | | $ 125.00 | $ 225.00 | $ 595.00 | $ 1,785.00 | $ 595.00 | $ 150.00 | $125.00 | $ 200.00 | $ 481.00 | $ 1,200.00 | $ 450.00 | | $ 90.00 | $ 171.00 | $ 293.00 | $ 825.00 | $ 510.00 | | $ 89.00 |
| 15 | Caterpillar -Health Dept -Pharr Clinic at Pct. 2 New Admin. Bldg. | $ 435.00 | $ 360.00 | $ 1,435.00 | $ 315.00 | | $ 125.00 | $ 225.00 | $ 595.00 | $ 1,785.00 | $ 595.00 | $ 150.00 | $125.00 | $ 200.00 | $ 481.00 | $ 1,200.00 | $ 450.00 | | $ 90.00 | $ 171.00 | $ 336.00 | $ 844.00 | $ 545.00 | | $ 89.00 |
| | ADDITIONAL GENERATORS | | | | | | | | | | | | | | | | | | | | | | | | |
| 16 | 0-100 KW | | | | | | | $ 225.00 | $ 550.00 | $ 1,650.00 | $ 595.00 | $ 150.00 | $125.00 | | | | | | | $59.00-171.00 | $110.00-$222.00 | $200.00-800.00 | $373.00-434.00 | | $ 89.00 |
| 17 | 101-150 KW | | | | | | | $ 225.00 | $ 600.00 | $ 1,800.00 | $ 595.00 | $ 150.00 | $125.00 | | | | | | | $171.00 | $222.00-293.00 | $800.00-900.00 | $434.00-510.00 | | $ 89.00 |
| 18 | 151-200 KW | | | | | | | $ 225.00 | $ 650.00 | $ 1,950.00 | $ 650.00 | $ 150.00 | $125.00 | | | | | | | $171.00 | $293.00-340.00 | $900.00 | $510.00-581.00 | | $ 89.00 |
| 19 | 201-300 KW | | | | | | | $ 225.00 | $ 700.00 | $ 2,100.00 | $ 650.00 | $ 150.00 | $125.00 | | | | | | | $171.00 | $340.00-450.00 | $900.00 | $581.00-625.00 | | $ 89.00 |
| 20 | 301-400 KW | | | | | | | $ 225.00 | $ 800.00 | $ 2,400.00 | $ 650.00 | $ 150.00 | $125.00 | | | | | | | $171.00 | $450.00-650.00 | $900.00-1,200.00 | $625.00-667.00 | | $ 89.00 |
| 21 | 401-500 KW | | | | | | | $ 225.00 | $ 1,295.00 | $ 3,885.00 | $ 895.00 | $ 150.00 | $125.00 | | | | | | | $171.00-199.00 | $650.00-757.00 | $1,400.00 | $667.00-675.00 | | $ 89.00 |
| 22 | 501-600 KW | | | | | | | $ 225.00 | $ 1,495.00 | $ 3,885.00 | $ 895.00 | $ 150.00 | $125.00 | | | | | | | $199.00 | $757.00-850.00 | $1,400.00 | $675.00-725.00 | | $ 89.00 |
| | Initial Assessment | $0.00 | | | | | | $0.00 | | | | | | $0.00 | | | | | | $0.00 | | | | | |
| | Mark up rates for Parts | 20% | | | | | | 5% | | | | | | 5% | | | | | | 21% | | | | | |
| | Technician Fees Normal Hours | $90.00 hr | | | | | | $104.50 hr. | | | | | | $82.00 hr | | | | | | $95.00 hr | | | | | |
| | Technician Fees After Hours | $135.00 hr | | | | | | $153.00 hr | | | | | | $123.00 hr | | | | | | $142.50 hr | | | | | |

#1 is lowest price, best offering
#4 highest, least best

| Vendor | Avg. PM1 | Avg. PM2 | Avg. PM3 | Avg. LB Test | ATS | Fuel Price | Wgt. Avg. Price | RANK |
|---|---|---|---|---|---|---|---|---|
| **Clifford** | $200.00 | $486.14 | $1395.79 | $442.86 | $0.00, incl. | $90.00 | **$437.68** | (3) |
| **Holt** | $225.00 | $1,103.57 | $3,267.86 | $1,015.36 | $150.00 | $125.00 | | |
| **Wgt. Avg. Price** = | $37.57 | + $184.30 | + $545.73 | + $169.56 | +$25.05 | +$20.88= | **$983.09** | (4) |
| **Loftin** | $438.21 | $379.64 | $1,330.00 | $326.43 | $0.00 | $125.00 | | |
| **Wgt. Avg. Price** = | $73.18 | + $63.40 | + $222.11 | + $54.51 | + $0.00 | $20.88= | **$434.08** | (2) |
| **Stew./Stev.** | $130.50 | $319.39 | $647.36 | $489.50 | $0.00 | $89.00 | | |
| **Wgt. Avg. Price** = | $21.79 | +$53.34 | +$108.11 | +$81.75 | +$0.00 | +$14.86= | **$279.85** | (1) |

Wgt. Avg. Price would be each avg. times 1/6, if 6 components to the aggregate considered equal value
Wgt. Avg. Price = $200 (.167) + $486.14(.167) + $1395.79(.167) + $442.86(.167) + $0.00 (.167) + $90(.167)
**Wgt. Avg. Price** = $33.40 + $81.19 + $233.10 + $73.96 + $0.00 + $15.03 = **$436.68**

7 July 2011
Attn: Moises Salazar

Dear Mr. Moi,
Let's selected Stewart + Stevenson of Pharr for the County Generator Maintenance Contract; They offer the lowest weighted average price and are local for prompt service.

Thanks,

Rick Lumsday

**From:** Richard Sunday [mailto:richard.sunday@co.hidalgo.tx.us]
**Sent:** Thursday, July 07, 2011 7:13 PM
**To:** 'Moises Salazar'; 'seferino.garza@co.hidalgo.tx.us'
**Cc:** 'valde.guerra@co.hidalgo.tx.us'; 'Daniel Flores'; 'Alma Ybarra'; 'valde.guerra@co.hidalgo.tx.us'; 'Ray Eufracio'; 'Martha Salazar'
**Subject:** RE: Bids Received for County Generators Maintenance; Weighted Average Price Evaluation

Hello Mr. Moi,
On the generator maintenance bids, since there were 22 line items times 6 different prices equaling 132 total prices to evaluate, I decided to use a "weighted average price" evaluation approach. The attached are evaluated and ranked by taking the prices for line items #2 through #15, which represents what we actually need serviced (item #1 isn't operational, items #16-22 are for possible "additional" generators we do not yet have), adding up each column through all 14 line items, dividing by 14 to get an average price, then multiplying each of those dividends by 0.167 representing "one-sixth" of the total price. Each of those "one-sixths" of the total are then added together to arrive at the total weighted average price for each vendor.

Per the attached, the ranked weighted average price of each vendor is as follows:

1) Stewart & Stevenson; $279.85
2) Loftin; $434.08
3) Clifford; $437.68
4) Holt Cat; $983.09

On the attached, I selected S&S with the lowest weighted average price. They're located in Pharr, so the local service should be better for logistics and service compared to Loftin of San Antonio, the next best offering which was 35.5% higher than S&S.

Please note that on the S&S bid form, 2nd page mentions "Mark up rate for parts 21%". Please be certain to clarify with our Auditor what's acceptable regarding "proof of mark-up". Typically, large corporations like S&S have corporate policies forbidding them to share copies of invoices they paid for parts bought elsewhere since such "cost of goods sold" is considered highly valuable competitive information they definitely do not want falling into the hands of competitors. To make matters more difficult regarding vendor compliance with such requests, corporate accounting systems utilize an average cost of goods (CGS) sold to which such mark-ups are applied. The "CGS" is a weighted average cost of inventory which could have been purchased at different times in different quantities, and/or shipped from one location to another adding additional internal shipping costs to the CGS, such that CGS will practically NEVER match the price the vendor paid for the part from their supplier. I discussed this with Mr. Eufracio pertaining to this contract back on 28 June, and he had what I thought was a great idea, suggesting it would be better for the vendors to simply quote us a set price for each part they're going to provide, thus eliminating the "mark-up" component and the "proof of mark-up" burden altogether.

Question please: Is it permissible for you to please ask S&S to provide us with a quoted list of any/all parts to be used to support this generator maintenance agreement across 5 different brands comprising the list of 14 generators and make that part of their contract? I know that's a lot of maintenance parts for them to quote, but it might serve to eliminate the situation down the road whereby the vendor can not possibly comply with our "proof of cost paid for an item", possibly leading to delayed or impossible to pay invoices, possibly leading to credit hold for our account. Thank you for your consideration.
Regards,

**Rick Sunday**
BS Commerce & Engineering, MBA, Member- Association of Energy Engineers
Infrastructure Systems Div. Mgr., Facilities Mgt., County of Hidalgo
956-289-7858, richard.sunday@co.hidalgo.tx.us: "Lower Total Cost Solutions & Greater Productivity In Facilities Improvement to Meet Internal Customer-focused Needs for a Better Work Environment while Optimizing Tax-payer Dollars."

**AI-28091** **20. A. 6.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Martha Salazar **Submitted By:** Sandra Montalvo, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

Presentation of bids received as detailed and attached herein for the purpose of award and approval of contract document with the lowest vendor meeting all specifications and/or requirements as attached hereto for: "Hidalgo County-Tire Disposal Services" RFB No. 2011-186-08-03-SMA.

### BACKGROUND

1. Current Contract expires October 05, 2011
2. New Contract will commence on October 06, 2011
3. Contract document was reviewed and approved by legal counsel on 08/15/11
4. Such services are on "as needed basis"
5. Recommended vendor "Texas Land Reclamation L.L.C., UTW Tire Collection

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1100-432-00-123-001-0-421

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

**BUDGETARY IMPACT:**

PCT3 SANITATION-DISPOSAL
$20,435.00 available funds in p.o. #650769 as of 08/18/2011. (TEXAS LAND RECLAMATION LLC.)
$98,038.50 available un- encumbered funds as of 08/18/2011. Purchases are on an as needed basis.

**FISCAL YEAR:** 2011 **ACCT. #:** 1100-432-00-124-001-0-421

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

**BUDGETARY IMPACT:**

PCT4 SANITATION-DISPOSAL
$10,000.00 available funds in p.o. #661428 as of 08/18/2011. (TEXAS LAND RECLAMATION LLC.)
$10,000.00 available funds in p.o. #659968 as of 08/18/2011. (TEXAS LAND RECLAMATION LLC.)
$5,985.00 available funds in p.o. #658332 as of 08/18/2011. (TEXAS LAND RECLAMATION LLC.)

$5,000.00 available funds in p.o. #652081 as of 08/18/2011. (TEXAS LAND RECLAMATION LLC.)
$17,241.46 available un- encumbered funds as of 08/18/2011. Purchases are on an as needed basis.

**FISCAL YEAR:** 2011 **ACCT. #:** 1100-432-00-121-001-0-421
**FUNDS AVAILABLE Y/N?:** y **MATCHING FUNDS Y/N?:** n

**BUDGETARY IMPACT:**

PCT1 SANITATION-DISPOSAL:
$20,435.00 available funds in p.o. #650769 as of 08/18/2011.
$98,038.50 available un- encumbered funds as of 08/18/2011. Purchases are on an as needed basis.

**FISCAL YEAR:** 2011 **ACCT. #:** 1100-432-00-122-001-0-421
**FUNDS AVAILABLE Y/N?:** y **MATCHING FUNDS Y/N?:** n

**BUDGETARY IMPACT:**

PCT2 SANITATION-DISPOSAL
$121,531.04 available funds in p.o. #653774 as of 08/18/2011. (TEXAS LAND RECLAMATION LLC.)
$775.00 available un- encumbered funds as of 08/18/2011. Purchases are on an as needed basis.

**FISCAL YEAR:** **ACCT. #:**
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Other county depts aside from precincts would be allowed to utilize services from Texas Land Reclamation or any approved vendor as per approved tire disposal contract (s).
Purchases are on an as needed basis
Funds would need to be identified at time of purchase (object code 421)

---

**Attachments**

Recommendations, tabulation, participation, contract

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 08/17/2011 03:50 PM |
| Budget & Management | Merlen P. Munoz | 08/17/2011 03:51 PM |
| Sylvia Solis | Sylvia Solis | 08/18/2011 10:19 AM |
| Auditor's Office | Arcilia Duran | 08/18/2011 11:19 AM |
| Purchasing Department | Marty Salazar | 08/18/2011 03:04 PM |

Form Started By: Sandra Montalvo Started On: 08/16/2011 04:20 PM

Final Approval Date: 08/18/2011

**Hidalgo County Purchasing Office**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

# MEMORANDUM

TO:

| | |
|---|---|
| Hon. Joel Quintanilla, Commissioner<br>Hidalgo County Precinct No. 1<br>**ATTN: Noe Montez** | Hon. Hector "Tito" Palacios, Commissioner<br>Hidalgo County Precinct No. 2<br>**ATTN: Ricardo Cuellar/ Yolanda Cisneros** |
| Hon. Joe Flores, Commissioner<br>Hidalgo County Precinct No. 3<br>ATTN: Mingo Villarreal/Norma Ceballos | Hon. Joseph Palacios, Commissioner<br>Hidalgo County Precinct No. 4<br>**ATTN: Marcos Lopez/ Gloria Beltran** |

**FROM:** Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

**DATE**: August 4, 2011

**RE:** **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2011-186-08-03-SMA- **Hidalgo County-TIRE DISPOSAL SERVICES"**

We have received **two (2) responses** to the above mentioned project.. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **August 12, 2011 @ 10:00 a.m. or if possible earlier.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **sandra.montalvo@co.hidalgo.tx.us**

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 1-1100-432-00-121-001-0-421

Recommendations/Concerns: RECOMMEND AWARD TO TEXAS LAND RECLAMATION THE LOW BIDDER.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

| Noe Montez | Noe Montez | PCT. 1 | 8-10-11 |
|---|---|---|---|
| **AUTHORIZED SIGNATURE** | **PRINTED NAME** | **DEPARTMENT** | **DATE** |

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

# MEMORANDUM

TO:

| | |
|---|---|
| Hon. Joel Quintanilla, Commissioner<br>Hidalgo County Precinct No. 1<br>**ATTN: Noe Montez** | Hon. Hector "Tito" Palacios, Commissioner<br>Hidalgo County Precinct No. 2<br>**ATTN: Ricardo Cuellar/ Yolanda Cisneros** |
| Hon. Joe Flores, Commissioner<br>Hidalgo County Precinct No. 3<br>ATTN: Mingo Villarreal/Norma Ceballos | Hon. Joseph Palacios, Commissioner<br>Hidalgo County Precinct No. 4<br>**ATTN: Marcos Lopez/ Gloria Beltran** |

**FROM:** Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

**DATE:** August 4, 2011

**RE:** **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2011-186-08-03-SMA- **Hidalgo County-TIRE DISPOSAL SERVICES"**

We have received **two (2) responses** to the above mentioned project.. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and readvertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **August 12, 2011 @ 10:00 a.m. or if possible earlier.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **sandra.montalvo@co.hidalgo.tx.us**

☒ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 1/100 432.00.122.0010/431

Recommendations/Concerns: UTW Tire Collection

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

| Ricardo Cuellar | Ricardo Cuellar | R&B-Solid Waste Director | 8/8/11 |
|---|---|---|---|
| AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE |

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

# MEMORANDUM

TO:

| | |
|---|---|
| Hon. Joel Quintanilla, Commissioner<br>Hidalgo County Precinct No. 1<br>**ATTN: Noe Montez** | Hon. Hector "Tito" Palacios, Commissioner<br>Hidalgo County Precinct No. 2<br>**ATTN: Ricardo Cuellar/ Yolanda Cisneros** |
| Hon. Joe Flores, Commissioner<br>Hidalgo County Precinct No. 3<br>ATTN: Mingo Villarreal/Norma Ceballos | Hon. Joseph Palacios, Commissioner<br>Hidalgo County Precinct No. 4<br>**ATTN: Marcos Lopez/ Gloria Beltran** |

**FROM:** Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

**DATE:** August 4, 2011

**RE:** **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2011-186-08-03-SMA- **Hidalgo County-TIRE DISPOSAL SERVICES"**

We have received **two (2) responses** to the above mentioned project.. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **August 12, 2011 @ 10:00 a.m. or if possible earlier.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **sandra.montalvo@co.hidalgo.tx.us**

☑ APPROVE ☐ DISAPPROVE and/or REJECT

BUDGET ACCOUNT#: 1-1100-432-00-123-001-0.421

Recommendations/Concerns: Lowest Bidder - Texas Land Reclamation LLC, UTW Tire Collection

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

| AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE |
|---|---|---|---|
| | Joe N. Flores | Precinct #3 | 8/8/11 |

Enclosures

E-MAILED 8/10/11

**Hidalgo County Purchasing Office**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

# MEMORANDUM

**TO:**

| | |
|---|---|
| Hon. Joel Quintanilla, Commissioner<br>Hidalgo County Precinct No. 1<br>**ATTN: Noe Montez** | Hon. Hector "Tito" Palacios, Commissioner<br>Hidalgo County Precinct No. 2<br>**ATTN: Ricardo Cuellar/ Yolanda Cisneros** |
| Hon. Joe Flores, Commissioner<br>Hidalgo County Precinct No. 3<br>ATTN: Mingo Villarreal/Norma Ceballos | Hon. Joseph Palacios, Commissioner<br>Hidalgo County Precinct No. 4<br>**ATTN: Marcos Lopez/ Gloria Beltran** |

**FROM:** Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

**DATE:** August 4, 2011

**RE:** **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2011-186-08-03-SMA- **Hidalgo County-TIRE DISPOSAL SERVICES"**

We have received **two (2) responses** to the above mentioned project.. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **August 12, 2011 @ 10:00 a.m. or if possible earlier.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **sandra.montalvo@co.hidalgo.tx.us**

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 1-1100-432-00-124-001-0-421

Recommendations/Concerns: Award to lowest bidder, Texas Land Reclamation LLC, 4W Tire Collection

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

| Gloria A Beltran | Gloria A. Beltran | Pct 4 | 8/4/11 |
|---|---|---|---|
| **AUTHORIZED SIGNATURE** | **PRINTED NAME** | **DEPARTMENT** | **DATE** |

Enclosures

# HIDALGO COUNTY PURCHASING DEPARTMENT
# PARTICIPATING BIDDER'S LOG

**BID OPENING DATE: August 03, 2011** | **BID OPENING TIME: 9:30 A.M.**

**DEPARTMENT/BID DESCRIPTION:** ***Hidalgo County-"TIRE DISPOSAL SERVICES"***

**BID NO.: 2011-186-08-03-SMA** | **Buyer: Sandra Montalvo**

| | NAME OF VENDOR COMPANY/FIRM | BID REQUEST *VIA | SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF | DATE | MAILING ADDRESS, PHONE No & E-MAIL ADDRESS |
|---|---|---|---|---|---|
| 1) | **CAMERON LAND & CATTLE INC.**<br>Attn: Julie Wood | BLM | Sandra Montalvo | 07/19/11 | 7132 Oak Dr<br>San Antonio, TX 78256<br>210-698-5282 (o)<br>210-698-5148 (f)<br>210-387-8951 (Julie Wood-cell)<br>jbwood@satx.rr.com |
| 2) | **UTW TIRE CO.**<br>Attn: Servando De La Garza | BLM | Sandra Montalvo | 07/19/11 | P.O. BOX 450692<br>Laredo, Tx 78045<br>Office-956-723-8484<br>Fax -956-723-9918<br>After hrs. 956-285-2651<br>utwtire@gmail.com |
| 3) | **SOUTH TEXAS TIRE RECYCLING, LLC**<br>Attn: Mark Lopez | BLM | Sandra Montalvo | 07/19/11 | 219 E. Frontage Rd.<br>Alamo, Tx 78516<br>Cell- 956-358-8508<br>allvalleymetal@yahoo.com |
| 4) | **SANTA ANITA RECLAMATION, LLC**<br>Attn.Lance Walker | BLM | Sandra Montalvo | 07/19/11 | 25385 FM 1017<br>P.O. BOX 354<br>LINN, TX 78563<br>office:956-287-8473<br>cell: 956-802-4655<br>fax: 956-287-0135<br>sarllc101@gmail.com |
| 5) | Prime Vendor Inc<br>Attn: Alix Sechrest | BLM | Sandra Montalvo | 07/27/11 | 4622 Cedar Avenue, Suite 123<br>Wilmington, North Carolina 28403-4429<br>Phone: 800 746-9554<br>Fax: 800 746-8307<br>bids17@prime-vendor.com |

***VIA:**
**IN PERSON (IP)**
**TELEPHONE REQUEST (TR)**
**BIDDER LIST MAIL OUT (BLM)**
**E-MAIL (EM)**

# HIDALGO COUNTY PURCHASING DEPARTMENT
# BID TABULATION SHEET

| **BID OPENING DATE: August 03, 2011** | **OPENING TIME: 9:30 A.M.** |
|---|---|
| DESCRIPTION OF BID: *Hidalgo County-Tire Disposal Services* | |
| BID NO: 2011-186-08-03-SMA | BUYER: Sandra Montalvo |

| TIRE SIZE & DESCRIPTION | **PARTICIPATING VENDORS** | |
|---|---|---|
| | **Santa Anita Reclamation, LLC Linn, Tx** | **Texas Land Reclamation LLC, UTW Tire Collection Laredo, Tx** |
| **Passenger and Light Truck Tires up to 19.5 bead** | **$0.89** | **$0.65** |
| **Truck Tires from 20" to 24.5" Bead** | **$4.00** | **$2.75** |
| **Passenger Tires and Light Truck Tires** | **$0.89** | **$0.65** |
| **Passenger Tires and Light Truck Tires w/rims** | **$0.89** | **$0.65** |
| **Medium Truck & Bus/Trailer Tires** | **$4.00** | **$2.75** |
| **Medium Truck & Bus/Trailer Tires w/rims** | **$4.00** | **$2.75** |
| **Agriculture Tractor/ Off-Road Equip. Tires** | **$15.00** | **$7.50** |
| **Agriculture Tractor/ Off-Road Equip. w/rims** | **$15.00** | **$7.50** |
| **Baled Tires (Tire Bales)*** | **$75.00** | **$50.00** |
| **Collection Receptacles (i.e. roll-offs or trailers)** | **30 yd-$185.00<br>40 yd-$205.00<br>48 ft-$890.00<br>53- $1,015.00** | **$5.83 c. yard** |

# HIDALGO COUNTY PURCHASING DEPARTMENT
# COMPARISON GRID

| **BID OPENING DATE: August 03, 2011** | **OPENING TIME: 9:30 A.M.** |
|---|---|
| DESCRIPTION OF BID: *Hidalgo County-Tire Disposal Services* | |
| BID NO: 2011-186-08-03-SMA | BUYER: Sandra Montalvo |

| TIRE SIZE & DESCRIPTION | **PROPOSED VENDORS** | | **CURRENT CONTRACT** |
|---|---|---|---|
| | **Santa Anita Reclamation, LLC Linn, Tx** | **Texas Land Reclamation LLC, UTW Tire Collection Laredo, Tx** | **Texas Land Reclamation LLC, UTW Tire Collection, Laredo Tx** |
| **Passenger and Light Truck Tires up to 19.5 bead** | **$0.89** | **$0.65** | **$0.98 ea.** |
| **Truck Tires from 20" to 24.5" Bead** | **$4.00** | **$2.75** | **$3.98 ea** |
| **Passenger Tires and Light Truck Tires** | **$0.89** | **$0.65** | **$0.98 ea.** |
| **Passenger Tires and Light Truck Tires w/rims** | **$0.89** | **$0.65** | **$1.98 ea.** |
| **Medium Truck & Bus/Trailer Tires** | **$4.00** | **$2.75** | **$3.98 ea.** |
| **Medium Truck & Bus/Trailer Tires w/rims** | **$4.00** | **$2.75** | **$7.98 ea.** |
| **Agriculture Tractor/ Off-Road Equip. Tires** | **$15.00** | **$7.50** | **$17.00 ea.** |
| **Agriculture Tractor/ Off-Road Equip. w/rims** | **$15.00** | **$7.50** | **$24.00 ea.** |
| **Baled Tires (Tire Bales)*** | **$75.00** | **$50.00** | **$79.00 ea. See attachment** |
| **Collection Receptacles (i.e. roll-offs or trailers)** | **30 yd-$185.00<br>40 yd-$205.00<br>48 ft-$890.00<br>53- $1,015.00** | **$5.83 c. yard** | **$365.00 30yd<br>$485.00 40yd<br>$1175.00 48ft trailer<br>$1300.00 53ft trailer** |

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**SERVICE CONTRACT**
**C-11-186-08-22**

THIS CONTRACT is made and entered into this **22nd D**ay of **August, 2011** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Texas Land Reclamation** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"TIRE DISPOSAL"** the ("Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **October 6, 2011,** and ending on **October 5, 2012.** Hidalgo County at its sole discretion elect the option to extend the contract for two (2) one (1) year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or

and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

| | |
|---|---|
| If to County: | Hidalgo County<br>Attention: County Judge<br>1615 S. Closner, Suite J<br>Edinburg, Texas 78539 |
| If to Company | **Texas Land Reclamation LLC**<br>**P.O. Box 450692**<br>**Laredo, Texas 78045** |

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days

written notice by County.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2011.

**COUNTY OF HIDALGO**

**ATTEST:**

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

**COMPANY: Texas Land Reclamation**

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONES COURT:_____

# EXHIBIT "A"
# REQUEST FOR BIDS (RFB)
# PROCURMENT PACKET

# PURCHASING DEPARTMENT
County Of Hidalgo

July 18, 2011

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Bids - -**"TIRE DISPOSAL SERVICES**
**Bid No: 2011-186-08-03-SMA**

Dear Prospective Bidders:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

# REQUEST FOR BID (RFB)
# CHECKLIST
# HIDALGO COUNTY
# "TIRE DISPOSAL SERVICES"
# Bid No: 2011-186-08-03-SMA

1. **Request for Bid Letter, consists of** 1 **page.**
2. **Request for Bid, Legal Notice, consisting of** 8 **pages.**
3. **Exhibit "A" Specifications, consisting of** 6 **pages.**
4. **Exhibit "B" Bid Page, consisting** of 2 **page.**
5. **Exhibit "C" Insurance Requirements, consisting of** 4 **pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consists of** 1 **page.**
7. **Vendor/Bidder Application and W-9 form, consisting of** 6 **pages.**
8. **Certification Regarding Debarment consists of** 1 **page.**
9. **Draft Service Contract, consisting of** 8 **pages.**

**The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, U.S. Mail or e-mail.**

**Thank you.**

Martha L. Salazar

**Martha L. Salazar, CPPB**
**Purchasing Agent**

July 18, 2011
**Date**

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

# LEGAL NOTICE

**REQUEST FOR BIDS**

**HIDALGO COUNTY**

***"TIRE DISPOSAL SERVICES"***

**RFB No. 2011-186-08-03-SMA**

# REQUEST FOR BIDS

## HIDALGO COUNTY
## "TIRE DISPOSAL SERVICES"

## BID OPENING DATE: August 03, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY –TIRE DISPOSAL SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2011-186-08-03-SMA- HIDALGO COUNTY- TIRE DISPOSAL SERVICES"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m.,WEDNESDAY, AUGUST 03, 2011.**

   **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2011-186-08-03-SMA-"HIDALGO COUNTY-TIRE DISPOSAL SERVICES".**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of

warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- *Invoices must include:*

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number and Contract Number (if any)
d) Notation - **"HIDALGO COUNTY-TIRE DISPOSAL SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

**Hidalgo County Auditor's Office**
**2808 S. Bus. Hwy 281**
**Edinburg, Texas 78539**
**Attn: Elizabeth Cano**
**956-318-2511**

17. **SCHEDULE OF EVENTS**

| | |
|---|---|
| **Bid Opening, 9:30 AM** | **AUGUST 03 ,2011** |
| Award of Contract | _____, 2011 |
| Commence Work or Deliver Products | _____, 2011 |

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or

C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arises under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
**HIDALGO COUNTY**
**"TIRE DISPOSAL SERVICES"**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

# EXHIBIT "A"

**SPECIFICATIONS/REQUIREMENTS**

**Hidalgo County**

**"Tire Disposal Services"**

**Bid No. 2011-186-08-03-SMA**

The County of Hidalgo is seeking to enter into a tire disposal contract with a state-registered/approved facility. The Hidalgo County Purchasing Department will receive sealed bids for the provision of ***"Tires Disposal Service as*** specified herein. Bids will be accepted until **9:30 a.m., Wednesday, August 03, 2011. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

## SCOPE OF WORK:

These specifications governs the pickup, removal, and disposition of waste tires (herein called removal services) on an as needed basis after a contract is in place, including, but not limited to, passenger car, truck, tractor, heavy machinery, and baled tires (herein called waste tires) accumulated at Hidalgo County's seven (7) locations identified in Attachment A.

## GENERAL:

Vendor shall furnish all materials, equipment, labor /personnel and supplies necessary to execute the specified services.

## VENDOR RESPONSIBILITY:

1) Vendor is fully responsible for the proper and legal transportation, storage, and disposal or recycling of any waste material taken into custody under this contract. Any recycling, reclamation, rejuvenation, disposition, or other use of material shall comply with all federal, state, and local laws, rules, regulations, ordinances, and pertinent policies. Special attention shall be given Texas statutes related to waste tire disposal, especially the Texas Solid Waste Disposal Act, Chapter 361, Texas Health Code and the Texas Natural Resource Conservation Commission (TNRCC) regulations regarding municipal solid waste management.

2) County stockpiles of material shall normally consist of waste tires. The vendor is responsible for removing and disposing/recycling of the waste tires only.

## SIZES OF TIRES:

The following are the different sizes of off-road heavy machinery tires used by some of our Precincts. The sizes of tires indicated herein are not all inclusive.

| | |
|---|---|
| 14.0 x 24 - 10 Ply | 16.9 x 28 - 6 Ply |
| 17.5 x 25 - 12 Ply | Baled Tires |
| 1400 x 24 -10 Ply | Passenger/Light Truck Tires |
| 20.5 x 25 - 12 Ply | Passenger/Light Truck Tires w/rims |
| 19.5 x 24 - 10 Ply | Medium Truck & Bus/Trailer tires |
| 25-5-25 - 10 Ply | Medium Truck & Bus/Trailer tires w/rims |
| 18.4 x 28 - 12 Ply | Agriculture Tractor/Off Road Equip. Tires |
| 16.9 x 24 - 10 Ply | Agriculture Tractor/Off Road Equip. w/rims |

Vendor must contact the respective County departments to obtain all applicable tire sizes and ply information. **Vendor is to provide detailed Tire-Conversion Charts** to Purchasing Department, County Auditor's Office, and participating County departments to assist in calculating the number of

tires being stockpiled and set up schedules to collect them. County may, at its discretion, periodically visit vendor location during normal business hours.

**COMPETENCE OF VENDOR:**

Vendor shall have and maintain, under its direct employment and supervision, the necessary organization and facilities to fulfill the services required by this contract. Vendor shall obtain and maintain any permits and licenses required for performance of services covered by this contract. (Note: TNRCC rules require scrap tire transporters to register operations.) Only persons trained in the performance of duties required by the services identified or necessary under this contract shall be assigned to any project associated with this contract. Hidalgo County must receive prior notification of vendor's intent to subcontract these services. Prior Hidalgo County approval is required. Any subcontractor working under this contract shall comply with all terms and conditions of the contract as applicable, and the County shall be notified that a subcontractor is being utilized.

**INSURANCE:**

Prior to beginning any work under a contract, vendor shall have in-force at least the minimum insurance required by statute. Additionally, vendor shall produce evidence of insurance within 24 hours to any County department requesting such evidence that plans to use the services of this contract. Refer to Exhibit "C" for specific insurance requirements.

**TERMS AND CONDITIONS OF SERVICE:**

1) Removal services shall be on an "as needed basis". The vendor shall be notified of the requirement for services by written purchase order or verbally with confirmation in writing by facsimile (FAX), by mail, or by electronic transmission. Any waste tires at County's seven (7) locations on the effective date of this contract shall be removed as a part of this contract as if the material were accumulated after the effective date of the contract. Vendor shall complete each service request within two (2) working days from the date of notification unless other arrangements are made with the County beforehand. All or part of a specific waste tire accumulation location may require removal services and will be at the direction of the County department. Each department will determine the minimum amount of tires they will accumulate (based on their storage capacity) before scheduling for pickup service. As an alternative and with prior approval of the County, the vendor may establish scheduled appointments to pick up material from locations shown in Attachment A of the Request For Bids (RFB) *and/or other sites as may be added during the contract period.* County representatives at each location may monitor contract performance. Local contract issues and all serious non-performance issues shall be referred to the Hidalgo County Purchasing Department.

2) Space permitting and with approval of the County, vendor may locate collection receptacles (i.e., roll-offs or trailers) for the accumulation of waste tires at a County facility or any other location approved by the County. No reimbursement shall occur for any vendor expense related to the installation, removal, maintenance, or use of such collection receptacles.

3) The amount of waste tires available for collection at any County department shall be counted by vendor's personnel and verified by department's designated employee(s). Copies of

receipt tickets and manifests shall be submitted with a vendor's invoice for payment of services rendered. The name of the pick-up location and location address shall appear on all pick-up tickets and manifests. Each County location shall be billed separately.

4) Hidalgo County Precincts 1, 2 and 4 and Drainage District No. 1 will be scheduled for a **MINIMUM** of one (1) weekly pickup based on the following schedule. If additional trips are necessary, these will be scheduled for either Tuesdays or Thursdays. Precinct No. 3, and any other County departments requiring this service, will be scheduled on an as-needed basis. Any schedule changes must be approved by the respective County department(s).

    a) Mondays-Precinct No. 1
    b) Wednesdays-Precinct No. 2
    c) Fridays-Precinct No. 4
    d) Tuesdays and Thursdays-as needed-Precinct No. 3 and other County departments.

5) The following alternatives/options may assist in avoiding unnecessary trips to any one (1) particular site, or to request additional pickups.

    a) The department(s) may notify your office;
    b) Vendor may check with the respective department(s); or
    c) Vendor's driver(s) can verify the need during their route.

6) Term of the contract is for one (1) year period with County's option to extend the contract for an additional two (2) one (1) year under the same rates terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delays in award of new bid for next contract term.

7) Any contract awarded to a successful bidder will be in effect until;

    **(A)** the contract expires,
    **(B)** delivery and acceptance of products and/or performance of services ordered, or
    **(C)** terminated by County with thirty days written notice prior to cancellation.

**ESCALATION CLAUSE:**
**MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:**
Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price

adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

**Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**ADDITIONAL INFORMATION:**

Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, Attn: Sandra Montalvo at 2812 S. Business Hwy. 281 (New Administration Bldg), Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE OR EMAIL: sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN, Wednesday, July 27, 2011 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, July 29, 2011 by 5:00 p.m.**

**ATTACHMENT A**

Hidalgo County currently has a total of seven (7) Tire Collection sites. The following are the physical directions to said sites:

1) **PRECINCT NO. 1**:

   a) Mercedes - 3 miles South on Mile 1 East off Business 83.
   b) Sunrise Hill Park - 3 Miles East on Mile 11 North off F.M. 1015; 2 Mile North on Mile 12 West.
   c) Donna - 3 Miles South on F.M. 493 off Business 83; 2 Mile East on Mile 42 West.
   d) Monte Collection Site- – FM 88 & MILE 20 on MILE 5 1/2

2) **PRECINCT- NO. 2**:

   a) 1 Mile East of South Tower Rd. on El Gato Rd.

3) **PRECINCT –NO. 3**:

   a) Peñitas (Landfill) - 1 Mile South F.M. 1427 off Expwy. 83; 3 Mile West on Old Military Hwy.

4) **PRECINCT- NO. 4**:

   a) Edinburg - Doolittle Road North of East Richardson Blvd.

# EXHIBIT "B"

BID PAGE
Hidalgo County
*'Tire Disposal Services"*
Bid No. 2011-186-08-03-SMA

## TIRE DISPOSAL FEE OR PAYMENT

| TIRE SIZE & DESCRIPTION | FEE OR PAYMENT * AMOUNT |
|---|---|
| Passenger and Light Truck Tires up to 19.5 bead | |
| Truck Tires from 20" to 24.5" Bead | |
| Passenger Tires and Light Truck Tires | |
| Passenger Tires and Light Truck Tires w/rims | |
| Medium Truck & Bus/Trailer Tires | |
| Medium Truck & Bus/Trailer Tires w/rims | |
| Agriculture Tractor/ Off-Road Equip. Tires | |
| Agriculture Tractor/ Off-Road Equip. w/rims | |
| Baled Tires (Tire Bales)* | |
| Collection Receptacles (i.e. roll-offs or trailers) | |

*NOTE: Service provider may offer to pay for tire bales process by Hidalgo County Pct. 3

Comments:_____

## BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

# EXHIBIT "C"

## Insurance Requirements
## Applicable to the Acquisition of Goods and /or Services
## (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

# ACORD

## CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS MADE ☐ OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED (Any one person) | $ |
| | | | | | PER & ADV INJURY | $ |
| | | | | | AL AGGREGATE | $ |
| | | | | | DUCTS – COMP/OP AGG | $ |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS-MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURRENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** | | | | WC STATU- TORY LIMITS ☐ OTHER | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE-POLICY LIMIT | $ |
| | **OTHER** | | | | | |

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.**

| CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION |
|---|---|
| **Hidalgo County**<br>**Attn: Purchasing Department**<br>**2812 S Highway Bus. 281**<br>**Edinburg, Texas 78539** | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE |

# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

**Notice to Bidder:**
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

## THIS FORM MUST ACCOMPANY BID PACKET

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

**THIS FORM MUST ACCOMPANY BID PACKET**

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

| OFFICE USE ONLY |
| --- |
| Date Received |

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

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us**

| |
|---|
| **Company Name:** **Telephone No. ( )** |
| **dba Name:** |
| **Legal Name:** |
| **Mailing Address :** **Fax No. ( )** |
| **Physical Address:** |
| **City, State, Zip** **Tax I.D. No.** |
| **Remit to Address :** **City, State, Zip** |
| **E-Mail Address:** |
| **Representative(s) Name(s) & Title(s)** |
| **Type of Organization (check one):** _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify<br>**State Identification No.**_____ **(Please attached completed W-9 form with this application)**<br>**Federal Identification No. or (if individual) SS No.** |
| **State of Incorporation:** _____ **Date:**_____ **Other:** |
| **Type of Business (check one):** _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify |
| **Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:** |
| **Small and/or Disadvantaged Business Information (check application criteria)**<br>**Small Business:** _____**Disadvantaged Business (At Least 51% Ownership)**<br><br>☐ **Less than 125,000 annual gross receipt** ☐ **Black American** ☐ **Native American**<br>☐ **Less than 250,000 annual gross receipt** ☐ **Hispanic American** ☐ **Women**<br>☐ **Less than 499,000 annual gross receipt** ☐ **Asian Pacific American** ☐ **Other**<br>☐ **More than 500,000 annual gross receipt**<br><br>**Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No<br>**Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No |
| **What type of product(s) is/are solicited by your company?:**<br>**Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No |
| **To Be Completed by the County: Rec'd by (Purchasing):**_____ **Date Rec'd by (Purchasing):**<br>**Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:** |

Revised12/14/06

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐**Yes** ☐ **No**

**If yes, by whom?:** ☐ **Texas Building & Procurement Commission** ☐ **Other**_____

**Indicate Certification No(s).:**_____ **or Are Certificate(s) Attached?:** ☐ **Yes** ☐ **No**

---

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | – | | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt payees 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner [3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity [4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## Certification
## Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**SERVICE CONTRACT**
**C-**

THIS CONTRACT is made and entered into this _____**D**ay of _____, **2011** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____("Company").

WHEREAS, Company responded to advertised notices for bids for **"TIRE DISPOSAL"** the ("Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

DRAFT

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective _____, ____ and ending on _____, _____. Hidalgo County at its sole discretion elect the option to extend the contract for two (2) one (1) year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or

DRAFT

authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the

parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: Hidalgo County
Attention: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Company _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

DRAFT

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2011.

**COUNTY OF HIDALGO**

**ATTEST:**

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

**COMPANY:**_____

By:_____

Printed Name:_____

DRAFT

# EXHIBIT "B"
# VENDOR'S BID

## BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: Texas Land Reclamation LLC DBA UTW Tire Collection Services

ADDRESS: P.O. BOX 450692

CITY/STATE/ZIP CODE: Laredo, Texas 78045

PHONE & FAX NO'S: office (956) 723-8484 fax (956) 723-991

CELLULAR NO: (956) 763-8484

E-MAIL ADDRESS: UTW Tire @ Gmail.com

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Servando De La Garza

TITLE Owner

# EXHIBIT "B"

BID PAGE
Hidalgo County
*'Tire Disposal Services"*
Bid No. 2011-186-08-03-SMA

## TIRE DISPOSAL FEE OR PAYMENT

| TIRE SIZE & DESCRIPTION | FEE OR PAYMENT * AMOUNT |
|---|---|
| Passenger and Light Truck Tires up to 19.5 bead | .65 |
| Truck Tires from 20" to 24.5" Bead | 2.75 |
| Passenger Tires and Light Truck Tires | .65 |
| Passenger Tires and Light Truck Tires w/rims | .65 |
| Medium Truck & Bus/Trailer Tires | 2.75 |
| Medium Truck & Bus/Trailer Tires w/rims | 2.75 |
| Agriculture Tractor/ Off-Road Equip. Tires | 7.50 |
| Agriculture Tractor/ Off-Road Equip. w/rims | 7.50 |
| Baled Tires (Tire Bales)* | 50.00 |
| Collection Receptacles (i.e. roll-offs or trailers) | See attached |

OPENED
9:56
8-3-11
Witnessed

*NOTE: Service provider may offer to pay for tire bales process by Hidalgo County Pct. 3

Comments:_____

## Roll-Off Containers and Dump Trucks





**We will receive your loaded roll-off containers or dump trucks for a flat rate of $5.83 per cubic yard (i.e. $175.00 for a 30 cubic yard container) for scrap tire material delivered by the County of Hidalgo to Texas Land Reclamation, LLC DBA UTW Tire Collection Services yard located at 3005 N. Val Verde Rd. in Donna, TX. Any and all types and sizes of tires would be accepted using this method, with rims or without.**

**We believe this to be the most efficient and streamlined method of handling the scrap tires generated by the County of Hidalgo. Tires are deposited directly into a 30 yd. container by constituents at any one of the County of Hidalgo collection sites as they are received. The roll-off container load of tires is delivered directly to the scrap tire facility and hydraulically unloaded by the roll-off truck. Scrap tires are then mechanically handled via skid steer loader for processing. This practice is a proven method that reduces work related injuries and workers compensation claims.**

**Additionally, scrap tires collected and managed in roll-off containers is the most proper and TCEQ compliant practice as opposed to stockpiling tires directly on the ground. Stockpiling scrap tires on the ground present a fire hazard and provide excellent breeding grounds for rats, snakes, mosquitoes and other harmful vectors.**

## Dry Van Trailers



**Option 1:** **Texas Land Reclamation, LLC DBA UTW Tire Collection Services would furnish the labor to load the tires into the trailer. We can furnish a 53' dry van trailer as a collection receptacle to any of the County of Hidalgo's scrap tire collection centers for a flat rate of $850.00 per trailer load of mixed scrap tires, with or without rims. UTW will provide all transportation services (trailer switch outs and hauling). On average, the tires in a 53' trailer load weigh approximately 30,000 lbs or 15 tons. The above rate would be the equivalent of paying 2.8 cents per pound.**

**Option 2:** **The County of Hidalgo would furnish the labor to load the tires into the trailer. We can furnish a 53' dry van trailer as a collection receptacle to any of the County of Hidalgo's scrap tire collection centers for a flat rate of $700.00 per trailer load of mixed scrap tires, with or without rims. UTW will provide all transportation services (trailer switch outs and hauling). On average, the tires in a 53' trailer load weigh approximately 30,000 lbs or 15 tons. The above rate would be the equivalent of paying 2.3 cents per pound.**

***Please note: Given the large volume of 'tires on the rim/wheel' generated by the County of Hidalgo, we believe it is in your best interest not to consider paying for scrap tire disposal on a per pound/ton basis. Rims/wheels are heavy and would negatively impact your rates on a per pound basis.**

# EXHIBIT "C"
# INSURANCE REQUIREMENTS

Progressive
PO Box 94739
Cleveland, OH 44101
1-800-895-2886

PROGRESSIVE

**Policy number: 07652374-0**
Underwritten by:
Progressive County Mutual Ins Co
July 11, 2011


# Certificate of Insurance

| Certificate Holder | Insured | Agent |
|---|---|---|
| Additional Insured<br>HIDALGO COUNTY<br>2812 S BUSHWAY<br>EDINBURG, TX 78539 | TEXAS LAND RECLAMATION<br>PO BOX 450692<br>LAREDO, TX 78045 | PROG COMMERCIAL<br>PO BOX 94739<br>CLEVELAND, OH 44101 |

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Sep 28, 2010 Policy Expiration Date: Sep 28, 2011

| Insurance coverage(s) | Limits |
|---|---|
| Bodily Injury/Property Damage | $1,000,000 Combined Single Limit |

## Description of Location/Vehicles/Special Items

**Scheduled autos only**

**Certificate number**
19211A08374

**Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.**

Form 5241 (10/02)

OP ID: CN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/27/11

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<br>GSM Insurors<br>GSM Insurors Svcs of So Texas<br>P. O. Box 1478<br>Rockport, TX 78381<br>GSM Insurors/Commercial Lines<br>361-729-5414<br>361-729-3817 | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS:<br>PRODUCER CUSTOMER ID #: UTWTI-1 |
| INSURED<br>UTW Tire Collection Services<br>Texas Land Reclamation, LLC db<br>PO Box 450692<br>Laredo, TX 78045-0016 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A: Catlin Specialty Insurance — 15989<br>INSURER B: Texas Mutual Insurance Co — 22945<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC | X | | 4201200398 | 07/13/11 | 07/13/12 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DEDUCTIBLE<br>RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | SBP0001213993 | 07/13/11 | 07/13/12 | WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Blanket Additional Insured, Waiver of Subrogation and 30 Day Notice of Cancellation (10 day NOC for non-payment) applies to General Liability policy subject to written contract. Blanket Waiver of Subrogation applies to Workers Compensation policy subject to written contract.

**CERTIFICATE HOLDER**

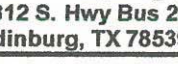
HIDAEDI

Hidalgo County
Attn: Purchasing Dept.
2812 S. Hwy Bus 281
Edinburg, TX 78539

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE



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PROGRESSIVE

Progressive
PO Box 94739
Cleveland, OH 44101
1-800-895-2886

**Policy number: 07516675-1**
Underwritten by:
Progressive County Mutual Ins Co
August 3, 2011


# Certificate of Insurance

| Certificate Holder | Insured | Agent |
|---|---|---|
| Additional Insured<br>TEXAS LAND RECLAMATION<br>PO BOX 450692<br>LAREDO, TX 78045 | UTW TRANSPORTATION LLC<br>PO BOX 450496<br>LAREDO, TX 78045 | PROG COMMERCIAL<br>PO BOX 94739<br>CLEVELAND, OH 44101 |

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Jun 22, 2011 Policy Expiration Date: Jun 22, 2012

| Insurance coverage(s) | Limits |
|---|---|
| Bodily Injury/Property Damage | $1,000,000 Combined Single Limit |
| Uninsured/Underinsured Motorist | $300,000 Combined Single Limit |
| Uninsured Motorist Property Damage | $300,000 Combined Single Limit w/$250 Ded |

## Description of Location/Vehicles/Special Items

**Scheduled autos only**

**Certificate number**
21511JTH675

**Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.**

Form 5241 (10/02)

PROGRESSIVE

Progressive
PO Box 94739
Cleveland, OH 44101
1-800-895-2886

**Policy number: 07516675-1**
Underwritten by:
Progressive County Mutual Ins Co
July 8, 2011


# Certificate of Insurance

| Certificate Holder | Insured | Agent |
|---|---|---|
| Additional Insured<br>HIDALGO COUNTY<br>2812S BUSH WY #281<br>EDINBURG, TX 78539 | UTW TRANSPORTATION LLC<br>PO BOX 450496<br>LAREDO, TX 78045 | PROG COMMERCIAL<br>PO BOX 94739<br>CLEVELAND, OH 44101 |

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Jun 22, 2011 Policy Expiration Date: Jun 22, 2012

| Insurance coverage(s) | Limits |
|---|---|
| Bodily Injury/Property Damage | $1,000,000 Combined Single Limit |
| Uninsured/Underinsured Motorist | $300,000 Combined Single Limit |
| Uninsured Motorist Property Damage | $300,000 Combined Single Limit w/$250 Ded |

## Description of Location/Vehicles/Special Items

### Scheduled autos only

| | |
|---|---|
| 2003 MACK CX6 1M1AE06Y23W012624 | |
| Personal Injury Protection | $25,000 |
| Comprehensive | $1,000 Ded |
| Collision | $1,000 Ded |
| 1999 VOLV VVN 4VG7DERF6XN790738 | |
| Personal Injury Protection | $25,000 |
| Comprehensive | $1,000 Ded |
| Collision | $1,000 Ded |
| 1992 STRATON TRAILER 1DW1A5324NS791716 | |
| 1997 WABA TRAILER 1JJV452T8VL429513 | |
| 1995 WABASH TRAILER 1JJV532Y3SL238137 | |
| 1995 PINE CTL TRAILER 1PNV482N5SGB80615 | |
| 1999 NOT KNOWN TRAILER 1JJV532W4XL579505 | |
| 1999 NOT KNOWN TRAILER 1JJV532W0XL579551 | |
| 1993 NOT KNOWN TRAILER 1S12E9486PE356085 | |
| 2005 FRHT COL 1FUJA6CG55LK25767 | |
| Personal Injury Protection | $25,000 |
| Comprehensive | $1,000 Ded |
| Collision | $1,000 Ded |

Continued

**Certificate number**

18911A08675

**Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.**

Form 5241 (10/02)

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

OP ID: NB

DATE (MM/DD/YYYY) 08/10/11

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<br>GSM Insurors<br>GSM Insurors Svcs of So Texas<br>P. O. Box 1478<br>Rockport, TX 78381<br>GSM Insurors/Commercial Lines<br>361-729-5414<br>361-729-3817 | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS:<br>PRODUCER CUSTOMER ID #: UTWTR-1 |
| INSURED<br>UTW Transportation, LLC<br>P.O. Box 450496<br>Laredo, TX 78045-0016 | INSURER(S) AFFORDING COVERAGE / NAIC #<br>INSURER A: Western World Insurance Co<br>INSURER B: Texas Mutual Insurance Co 22945<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC | X | X | NPP8038240 | 08/10/11 | 08/10/12 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 2,000,000<br>$ 100,000<br>$ 5,000<br>$ 2,000,000<br>$ 2,000,000<br>$ Included |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DEDUCTIBLE<br>RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | X | TSF0001214838 | 07/13/11 | 07/13/12 | WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is shown as additional insured with waiver of subrogation on general liability policy. Waiver of subrogation in favor of certificate holder on workers compensation policy.

CERTIFICATE HOLDER

HILDEDI

Hidalgo County
2812 S. Hwy Bus 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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**AI-28124** **20. A. 7.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Martha L. Salazar **Submitted By:** Marty Salazar, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Presentation by ERO International, LLC a status and/or progress report on the Hidalgo County Courthouse Master Plan and Related Issues as requested by County Judge's Office

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

Report only, no payment request involved.

## Attachments

Email

Email

email

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 08/17/2011 03:56 PM |
| Budget & Management | Merlen P. Munoz | 08/17/2011 03:59 PM |
| Sylvia Solis | Sylvia Solis | 08/18/2011 10:57 AM |
| Auditor's Office | Arcilia Duran | 08/18/2011 11:11 AM |

Form Started By: Marty Salazar Started On: 08/17/2011 02:02 PM

Final Approval Date: 08/18/2011

## Nielda Cavazos

**From:** Martha Salazar [martha.salazar@co.hidalgo.tx.us]
**Sent:** Wednesday, August 17, 2011 1:41 PM
**To:** 'Eli R. Ochoa'
**Cc:** 'Yolanda Chapa'; 'Jaime Longoria'; 'RocKio'; 'Darlene Betancourt'
**Subject:** FW: Master Plan Services

**Importance:** High

Mr. Ochoa:
CC will be held on Monday, August 22, 2011 and not the regular day of Tuesday. Please attend and make a presentation on the status/progress of the Master Plan. We know that your legal counsel (insurance) will be contacting our legal counsel as to terms and conditions on the AIA as you have informed us. We need your attendance and commitment to attend.
Yours truly,
Marty Salazar

---

**From:** Yolanda [mailto:yolanda.chapa@co.hidalgo.tx.us]
**Sent:** Tuesday, August 16, 2011 5:29 PM
**To:** Martha Salazar
**Subject:** Re: Master Plan Services

I can tell u the judge wants it NOW.

Yolanda Chapa
Sent from my iPad

On Aug 16, 2011, at 2:56 PM, "Martha Salazar" <martha.salazar@co.hidalgo.tx.us> wrote:

> No, because I issued sent this e-mail prior to the notification in CC of date change. Do you think Judge & Comm. will want to have this report as they are all going out of town and may want a "short" agenda? Let me know so I can correct the date or schedule for CC 8-30-11.
> Marty
>
> ---
>
> **From:** Jaime Longoria [mailto:jaime.longoria@co.hidalgo.tx.us]
> **Sent:** Tuesday, August 16, 2011 2:51 PM
> **To:** 'Martha Salazar'; 'Eli R. Ochoa'; 'Valde Guerra'; 'Yolanda Chapa'
> **Cc:** 'RocKio'; 'Darlene Betancourt'; 'Monica Badillo'
> **Subject:** RE: Master Plan Services
>
> Marty:
>
> Is the date for Commissioners' Court correct?
>
> **Jaime Longoria**
>
> ---
>
> **From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
> **Sent:** Tuesday, August 16, 2011 8:39 AM
> **To:** 'Eli R. Ochoa'; 'Valde Guerra'; 'Yolanda Chapa'
> **Cc:** 'RocKio'; 'Darlene Betancourt'; 'Monica Badillo'; 'Jaime Longoria'
> **Subject:** Master Plan Services
> **Importance:** High

**Mr. Ochoa:**
**County Judge is requesting a status report on the Master Plan for Courthouse Function and Related Issues. He requests an item be placed on next week's agenda (Tuesday, 8-26-11) so as to have a status and update on the master plan. Are you available for that meeting or someone that can give the report? Please advise. Attached is the request sent by Mrs. Chapa on behalf of the Judge. I am aware of your legal counsel's intent to deal directly with Mr. Steve Crain from Atlas & Hall on issues related to the form of agreement. We look forward to your response.**
**Yours truly,**
**Marty Salazar**

**Martha L. Salazar, CPPB**
**Hidalgo County Purchasing Agent**
**2812 S. Bus Hwy 281**
**Edinburg, Tx 78539**
**956-292-7000 Ext 4862**
**956-318-2629 Fax**
**martha.salazar@co.hidalgo.tx.us**

## Nielda Cavazos

**From:** Martha Salazar [martha.salazar@co.hidalgo.tx.us]
**Sent:** Wednesday, August 17, 2011 1:41 PM
**To:** 'Yolanda'
**Subject:** RE: Master Plan Services

**Importance:** High

Just sent another e-mail to Mr. Ochoa. I will place the item on the agenda for a status and progress report.
Marty

---

**From:** Yolanda [mailto:yolanda.chapa@co.hidalgo.tx.us]
**Sent:** Tuesday, August 16, 2011 5:26 PM
**To:** Martha Salazar
**Subject:** Re: Master Plan Services

Marty, I did talk to Eli from judges office. He is on vacation this week, like I am. He said he!d do it next week.

Yolanda Chapa
Sent from my iPad

On Aug 16, 2011, at 8:39 AM, "Martha Salazar" <martha.salazar@co.hidalgo.tx.us> wrote:

> **Mr. Ochoa:**
> **County Judge is requesting a status report on the Master Plan for Courthouse Function and Related Issues. He requests an item be placed on next week's agenda (Tuesday, 8-26-11) so as to have a status and update on the master plan. Are you available for that meeting or someone that can give the report? Please advise. Attached is the request sent by Mrs. Chapa on behalf of the Judge. I am aware of your legal counsel's intent to deal directly with Mr. Steve Crain from Atlas & Hall on issues related to the form of agreement. We look forward to your response.**
> **Yours truly,**
> **Marty Salazar**
>
> **Martha L. Salazar, CPPB**
> **Hidalgo County Purchasing Agent**
> **2812 S. Bus Hwy 281**
> **Edinburg, Tx 78539**
> **956-292-7000 Ext 4862**
> **956-318-2629 Fax**
> **martha.salazar@co.hidalgo.tx.us**
>
> Ms. Marty,
>
> Spoke to Monica from ERO, the AIA Agreement is being review by their attorney and will do direct contact with Atlas & Hall to come up with an agreement.
>
> <image001.jpg>
>
> ---
>
> **From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
> **Sent:** Tuesday, August 16, 2011 8:16 AM

**To:** 'Evangelina Garcia'; leticia.saenz@co.hidalgo.tx.us; 'RocKio'
**Cc:** 'Darlene Betancourt'; 'Oscar Garza'
**Subject:** FW: ERO Report
**Importance:** High

Staff that has this project
What is status on contract.
Marty

---

**From:** valde.guerra@co.hidalgo.tx.us [mailto:valde.guerra@co.hidalgo.tx.us]
**Sent:** Monday, August 15, 2011 5:33 PM
**To:** Martha Marty Salazar
**Subject:** Fw: ERO Report
**Importance:** High

Sent on the Sprint® Now Network from my BlackBerry®

---

**From:** "Jaime Longoria" <jaime.longoria@co.hidalgo.tx.us>
**Date:** Mon, 15 Aug 2011 17:20:28 -0500
**To:** <valde.guerra@co.hidalgo.tx.us>
**Cc:** 'Yolanda'<yolanda.chapa@co.hidalgo.tx.us>
**Subject:** ERO Report

Valde:

The Judge has asked that ERO be placed on the agenda for next CC regarding their work on the Master Plan. Thanks

***Jaime R. Longoria***
**Assistant Chief Administrator**
**Hidalgo County Judge's Office**
**1615 S. Closner, Ste J**
**Edinburg, TX 78539**
**Phone: (956) 318-2600 ext. 5017**
**Fax: (956) 318-2699**

**mailto:jaime.longoria@co.hidalgo.tx.us**

<ROCIO VILLARREAL.vcf>

## Nielda Cavazos

**From:** Martha Salazar [martha.salazar@co.hidalgo.tx.us]
**Sent:** Wednesday, August 17, 2011 2:27 PM
**To:** nielda.cavazos@co.hidalgo.tx.us
**Subject:** FW: Master Plan Services
**Attachments:** RE: Master Plan Services (19.8 KB); FW: Master Plan Services (15.6 KB)

**Importance:** High

Ms. Nielda:
Please attach this e-mail and both attachments to AI 28124
Marty

---

**From:** Yolanda [mailto:yolanda.chapa@co.hidalgo.tx.us]
**Sent:** Tuesday, August 16, 2011 5:29 PM
**To:** Martha Salazar
**Subject:** Re: Master Plan Services

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Yolanda Chapa
Sent from my iPad

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> Marty
>
> ---
>
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> **To:** 'Martha Salazar'; 'Eli R. Ochoa'; 'Valde Guerra'; 'Yolanda Chapa'
> **Cc:** 'RocKio'; 'Darlene Betancourt'; 'Monica Badillo'
> **Subject:** RE: Master Plan Services
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> Marty:
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> Is the date for Commissioners' Court correct?
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> **Jaime Longoria**
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> ---
>
> **From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
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> **To:** 'Eli R. Ochoa'; 'Valde Guerra'; 'Yolanda Chapa'
> **Cc:** 'RocKio'; 'Darlene Betancourt'; 'Monica Badillo'; 'Jaime Longoria'
> **Subject:** Master Plan Services
> **Importance:** High
>
> **Mr. Ochoa:**

**County Judge is requesting a status report on the Master Plan for Courthouse Function and Related Issues. He requests an item be placed on next week's agenda (Tuesday, 8-26-11) so as to have a status and update on the master plan. Are you available for that meeting or someone that can give the report? Please advise. Attached is the request sent by Mrs. Chapa on behalf of the Judge. I am aware of your legal counsel's intent to deal directly with Mr. Steve Crain from Atlas & Hall on issues related to the form of agreement. We look forward to your response.**
**Yours truly,**
**Marty Salazar**

**Martha L. Salazar, CPPB**
**Hidalgo County Purchasing Agent**
**2812 S. Bus Hwy 281**
**Edinburg, Tx 78539**
**956-292-7000 Ext 4862**
**956-318-2629 Fax**
**martha.salazar@co.hidalgo.tx.us**

**AI-28130** **20. B. 1.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

---

## Information

### CAPTION

Request by Pct. #1 for Commissioners Court to rescind prior action/approvals of requests for invoice payments submitted by contracted engineer, Guzman & Munoz Engineering for the provision of engineering services in connection with Contract #C-11-111-04-19 through the following:

Invoice #4625-WA#2-$20,800.00-PO#657600
Invoice #4631-WA#3-$9,200.00-PO#657599
**AI#26932-Comm. Ctr. Approval-June 14, 2011**

Invoice #4637-WA#1-$25,890.00-PO#657601
**AI#27082-Comm. Ctr. Approval-June 21, 2011**

Invoice #4626-WA#2-$13,680.00-PO#657600
Invoice #4642-WA#1-$14,690.00-PO#657601
Invoice #4643-WA#3-$3,690.00-PO#657599
**AI#27228-Comm. Ctr. Approval-June 28, 2011**

Invoice #4648-WA#2-$5,140.00-PO#657600
Invoice #4649-WA#3-$3,690.00-PO#657599
**AI#27425-Comm. Ctr. Approval-July 12, 2011**

2. Acceptance and approval of **revised invoice payments** from Guzman & Munoz Engineering for the provision of Engineering Services in connection with Contract #C-11-111-04-19 as follows:

Invoice #4670-$15,975.00
Invoice #4671-$31,950.00
**WA#1-PO#657601**

Invoice #4672-$11,625.00
Invoice #4673-$23,250.00
**WA#2-PO#657600**

Invoice #4674-$16,350.00
Invoice #4675-$8,175.00
**WA#3-PO#657599**

pursuant to completion of Auditor's processing procedures and for County Treasurer to issue

payments and thus complying with the provisions stated under general contract.

**BACKGROUND**

Due to concerns with invoicing not accordingly to contract requirements, the need to revise all invoices was imperative for payment process.

---

**Fiscal Impact**

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1342-431-00-121-085-0-733/731

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

**BUDGETARY IMPACT:**

PO #657601 for Guzman & Munoz Engineering & Surveying in relation to WA #1 for the Mile 17N (FM 88-FM 1015) road project.

Amount available as of 8-18-11 $63,900.00 in obj. codes 731 & 733.

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1342-431-00-121-041-0-733

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

**BUDGETARY IMPACT:**

PO #657599 for Guzman & Munoz Engineering & Surveying. Amount available as of 8/18/11 $32,700.00 in relation to WA #3 in relation to Mile 6N Rd. & Anastacia Rd. (Sunrise S/D).

PO #657600 for Guzman & Munoz Engineering & Surveying. Amount available as of 8-18-11 $46.500.00 in relation to WA #2 in relation to M. 12.5N (FM 88-M4W)

---

**Attachments**

Prior Agenda and Invoices Documentation

Revised Invoices and Amounts

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 08/17/2011 04:13 PM |
| Budget & Management | Merlen P. Munoz | 08/17/2011 04:18 PM |
| Ivan Cantu | Ivan Cantu | 08/18/2011 01:11 PM |
| Auditor's Office | Arcilia Duran | 08/18/2011 04:32 PM |

Form Started By: Vangie Garcia Started On: 08/17/2011 02:46 PM

Final Approval Date: 08/18/2011

CC Approved on June 14, 2011

genda

(HCDE); including the interlocal Addendum #1 with Choice Facility Partners awarded Job Order Contract (JOC) Services and finally the Purchasing Cooperative for purchases of products/services, all under the Harris County Department Of Education Interlocal and thus allowing the County to expand procurement resources that are compliant with the bidding requirements.

I. **AI-26939** Acceptance and approval of request for payment on the following invoice(s) submitted by Javier Hinojosa Engineering, contracted project engineer:

approve d

| Invoice No. | Invoice Date | Project Name | Amount |
|---|---|---|---|
| 11039 | 05/24/11 | Tony Diaz Subdivision | $2,506.03 |
| 11040 | 05/24/11 | Iowa Road (Mile 10 to Mile 14) | $30,959.78 |

J. **AI-26938** Recommendation by IT to CC not to exercise sole option to renew under current Contract #E-10-197-05-04, (page 2-#3) inasmuchas the IT Department is looking to utilize Department of Information Resources, aka, DIR's awarded contracts for purchase of goods and/or services.

approved

K. **AI-26937** Hidalgo County Judge's Office is formally requesting the removal of the following Fixed Assets from the inventory:

approved

1. 29764 - Sound Tech 190W/P.A. System with 6 Speakers;
2. 29810 - Refer To List - Obsolete Computer Software;
3. 30773 - HP Laserjet Printer;
4. 30806 - Internet Access T-1 Equipment;
5. 32065 - Acer Open Intel Pentium II;
6. 32066 - Acer Open Intel Pentium II;
7. 32067 - Acer Open Intel Pentium II;
8. 32322 - Cisco 2600 Router/San Juan;
9. 32373 - Motherboard Pentium II;
10. 33346 - Smart or Equal Net3000 UPS System;
11. 33671 - Cisco 2600 Router/Hidalgo Library;
12. 35159 - Laptop Fosa P111 600MHZ;
13. 35171 - Cisco Systems;
14. 35220 - Compaq Presario Laptop;
15. 40527 - Dell Pent 4 Latitude C640 LTP 2.2Ghz;
16. 40739 - Dell Optiplex GX60D W/18" Monitor;
17. 41663 - 0X32 Meridian Norstar Telephone;
18. 41669 - Flash 2 Voice Mail;
19. 41813 - Optiplex GX270T 2.6GHZ Minitower;
20. 23492 - DTK Keen 386/25 VGA Monitor;
21. 30438 - HP Laserjet 5 12PPM/600DPI;
22. 44219 - CLT-787 Clientpro 345S

and as detailed in supporting documentation (i.e. Affidavit and Current Value).

L. **AI-26932** Acceptance and approval of request for payment of invoices with Guzman & Munoz Engineering and Surveying, Inc. for the provision of Engineering, Surveying and Construction Management Services for Hidalgo County Precinct #1 in connection to Contract #C-11-111-04-19 amid Work Authorizations pursuant to County Auditor's review and completion of processing procedures including authority for County Treasurer to issue payment as follow:

approved 1-2

1. Invoice #4625 amid Work Authorization #2-PO#657600-Mile 12½ North Road, from FM 88 (Mile 5 West) To Mile 4 West in the amount of $20,800.00; and

2. Invoice #4631 amid Work Authorization #3-PO#657599-Mile 6 North Road and Anastasia Road (Sunrise Subd.) in the amount of $9,200.00.



CC Approved on June 14, 2011

APPROVED

AI-26932 16.0.0.

**Invoice Payments-Guzman & Munoz Engineering (C-11-111-04-19)-Inv. #4625 & 4631**

**CC CONSENT**

Date: 06/14/2011

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

---

Information

CAPTION

Acceptance and approval of request for payment of invoices with Guzman & Munoz Engineering and Surveying, Inc. for the provision of Engineering, Surveying and Construction Management Services for Hidalgo County Precinct #1 in connection to Contract #C-11-111-04-19 amid Work Authorizations pursuant to County Auditor's review and completion of processing procedures including authority for County Treasurer to issue payment as follow:

a) Invoice #4625 amid Work Authorization #2-PO#657600-Mile 12½ North Road, from FM 88 (Mile 5 West) To Mile 4 West in the amount of $20,800.00; and

b) Invoice #4631 amid Work Authorization #3-PO#657599-Mile 6 North Road and Anastasia Road (Sunrise Subd.) in the amount of $9,200.00.

rescind

BACKGROUND

---

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1342-431-00-121-041-0-733

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

BUDGETARY IMPACT:

PO #657600 for Guzman & Munoz Engineering & Surveying-Amount available as of 6-7-11 $46,500.00 in relation to WA #2 for Mile 12.5 N (FM 88 aka M5W-M4W).

$46,500.00-PO amount available as of 6-7-11
($20,800.00)-Inv. #4625, pending CC approval and Auditor's review.
$25,700.00-Amount pending to be billed/paid after above payment is processed.

FISCAL YEAR: 2011 ACCT. #: 1-1342-431-00-121-041-0-731

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

BUDGETARY IMPACT:

PO #657599 for Guzman & Munoz Engineering & Surveying-Amount available as of 6-7-11 $32,700.00 in relation to WA #3 for M6N & Anastacia Rd.

$32,700.00-PO amount available as of 6-7-11
($9,200.00)-Inv. #4631, pending CC approval and Auditor's review
$23,500.00-Amount pending to be billed/paid after above payment is processed.

## Attachments

Link: Inv. #4625 & 4631-Guzman & Munoz Engineering

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| | (Originator) | Vangie Garcia | 06/03/2011 01:17 PM | CREATED |
| 1 | Purchasing Department | Marty Salazar | 06/03/2011 03:57 PM | APRV |
| 2 | Budget & Management | Erika Zamora | 06/06/2011 08:23 AM | APRV |
| 3 | Ivan Cantu | | | PEND |
| 4 | Auditor's Office | | | |

Form Started By: Vangie Garcia Started On: 06/03/2011 01:17 PM

**Guzman & Muñoz Engineering & Surveying, Inc.**
2020 E. Expressway 83
Mercedes, Texas 78570
956-565-4637
Fax 956-565-4636

# INVOICE

**INVOICE #4625**
**DATE: 5/24/2011**

**BILL TO:**
**Hidalgo County Pct 1**
**1902 Joe Stephens Ave.**
**Weslaco, Texas 78596**

***FOR:***
***Drainage Improvement to Mile 12 ½ North Road, from FM 88 (Mile 5 West) to Mile 4 West***
***Contract No. C-11-111-04-19***
***Work Order # 2-Purchase Order # 657600***
***$46,500.00***

| DESCRIPTION | CONTRACT AMOUNT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPLETE | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| Drainage Study | $ 5,000.00 | $0- | $5,000.00 | $5,000.00 | 100% | $0.00 |
| Engineering Design for Drainage Study Recommendations | $17,100.00 | $0 | $0. | $0 | 0 | $17,100.00 |
| Construction Phase Services/ Daily Inspection | $8,600.00 | $0 | $0 | $0 | 0 | $ 8,600.00 |
| Topography Surveying for Study & Design | $15,800.00 | $0 | $15,800.00 | $15,800.00 | 100% | $0.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| **Totals** | $46,500.00 | $0 | $20,800.00 | $20,800.00 | | $25,700.00 |

Project Manager's Signature

| | |
|---|---|
| **ORGINAL CONTRACT SUM** | **$46,500.00** |
| CHANGE BY CHANGE ORDER | $0.00 |
| CONTRACT SUM TO DATE | $46,500.00 |
| TOTAL COMPLETE TO DATE | $20,800.00 |
| LESS PREVIOUS INVOICES | $0.00 |
| **CURRENT PAYMENT DUE** | **$20,800.00** |

1-1342-431-00-121-041-0-733
PO 657600
Received

**Guzman & Muñoz Engineering & Surveying, Inc.**
2020 E. Expressway 83
Mercedes, Texas 78570
956-565-4637
Fax 956-565-4636

# INVOICE

**INVOICE #4631**
**DATE: 5/31/2011**

**BILL TO:**
**Hidalgo County Pct 1**
**1902 Joe Stephens Ave.**
**Weslaco, Texas 78596**

***FOR:***
***Drainage Improvement to Mile 6 North Road & Anastasia Road (Sunrise Subd)***
***Contract No. C-11-111-04-19***
***Work Order # 3-Purchase Order # 657599***
***$32,700.00***

| DESCRIPTION | CONTRACT AMOUNT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPLETE | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| Drainage Study | $ 5,000.00 | $0- | $5,000.00 | $5,000.00 | 100% | $0.00 |
| Engineering Design for Drainage Study Recommendations | $12,300.00 | $0 | $0. | $0 | 0 | $12,300.00 |
| Construction Phase Services/ Daily Inspection | $ 3,700.00 | $0 | $0 | $0 | 0 | $ 3,700.00 |
| Topography Surveying for Study & Design | $ 4,200.00 | $0 | $4,200.00 | $4,200.00 | 100% | $ 0.00 |
| Drainage Easements (3 Parcels) | $ 7,500.00 | $0 | $0 | $0 | 0 | $ 7,500.00 |
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| **Totals** | $32,700.00 | $0 | $ 9,200.00 | $9,200.00 | | $23,500.00 |

Project Manager's Signature

| | |
|---|---|
| **ORGINAL CONTRACT SUM** | **$32,700.00** |
| CHANGE BY CHANGE ORDER | $0.00 |
| CONTRACT SUM TO DATE | $32,700.00 |
| TOTAL COMPLETE TO DATE | $ 9,200.00 |
| LESS PREVIOUS INVOICES | $0.00 |
| **CURRENT PAYMENT DUE** | **$ 9,200.00** |

1-1342-431-00-121-041-0-731

PO 657599

CC Approved on June 21, 2011



**D. AI-27088**

approved

Requesting authority to advertise and approval of procurement packet (i.e. specifications-requirements, legal notice, draft contract etc.) as attached hereto for: "HIDALGO COUNTY – COMMUNITY SERVICE AGENCY "Lease of Office Space for Edinburg" Bid No.: 2011-145-00-00-MEG

**E. AI-27083**

approved

Approval for Comdata Corporation/Transmontaigne Product Services, Inc. to add additional fuel card(s) and/or driver(s) for the Hidalgo County Community Supervision and Corrections Department (Adult Probation).

**F. AI-27082**

approved

Acceptance and approval of request for payment of Invoice #4637 in the amount of $25,890.00 with Guzman & Munoz Engineering and Surveying, Inc. with Contract #C-11-111-04-19-PO#657601 under Work Authorization #1 for the provision of Engineering, Topography Surveying and Engineering Drainage Services for Hidalgo County Precinct #1.

**G. AI-27076**

approved 1-2

Tax Assessor/Collector's Office

1. Requesting approval of reject bids received (so as to modify specifications) for "Hidalgo County Tax/Assessor-Printing & Mailing of 2011 Tax Statements, Tax Rolls and Envelopes" Bid No.: 2011-131-06-08-SMA;
2. Requesting authority to re-advertise and approval of modified procurement packet (i.e. specifications, Legal Notice, Draft Service Contract) for Hidalgo County Tax/Assessor-Printing & Mailing of 2011 Tax Statements, Tax Rolls and Envelopes" Bid No.: 2011-131A-07-13-SMA.

**H. AI-27050**

no action

Approval to exercise the option to renew the first year of the two (2)-one(1) year extensions for Contract #C-10-130-07-20-Tire Disposal-Hidalgo County with Texas Land Reclamation, LLC as stipulated and provided in the contract/specifications under the same rates, terms and conditions.

**I. AI-27068**

approved

Requesting authority to advertise and approval of procurement packet (i.e. specifications-requirements, legal notice, draft contract etc.) as attached hereto for: "Hidalgo County-Service and Repair of Chillers & General HVAC Equipment" with Bid No. 2011-157-00-00-MEG

**J. AI-27067**

approved

Requesting authority to advertise and approval of procurement packet (i.e. legal notice, requirements, etc.) as attached hereto for a request for qualifications for "Chief Physician Services" for Hidalgo County Health and Human Services department under RFQ No.: 2011-138-CGA.



CC Approved on June 21, 2011

APPROVED

**AI-27082** **16.0.0.**

**Invoice Payment-Guzman & Munoz Engineering (C-11-111-04-19)-Inv#4637**

**CC CONSENT**

Date: 06/21/2011

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

## Information

CAPTION

Acceptance and approval of request for payment of Invoice #4637 in the amount of $25,890.00 with Guzman & Munoz Engineering and Surveying, Inc. with Contract #C-11-111-04-19-PO#657601 under Work Authorization #1 for the provision of Engineering, Topography Surveying and Engineering Drainage Services for Hidalgo County Precinct #1.

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1342-431-00-121-085-0-73X

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

BUDGETARY IMPACT:

PO #657601 for Guzman & Munoz Engineering & Surveying in relation to Mile 17N (FM 88-FM 1015) road project.

Obj. 731 "Roads" - Amount available as of 6-15-11 $55,900.00
Obj. 733 "Drainage Ditches" - Amount available as of 6-15-11 $8,000.00

## Attachments

Link: INVOICE#4637

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| | (Originator) | Vangie Garcia | 06/14/2011 10:11 AM | CREATED |
| 1 | Purchasing Department | Marty Salazar | 06/15/2011 11:36 AM | APRV |
| 2 | Budget & Management | Erika Zamora | 06/15/2011 11:48 AM | APRV |
| 3 | Ivan Cantu | Ivan Cantu | 06/15/2011 03:22 PM | APRV |
| 4 | Auditor's Office | | | PEND |

Form Started By: Vangie Garcia Started On: 06/14/2011 10:11 AM

## Evangelina Garcia

**From:** Noe Montez [noe.montez@co.hidalgo.tx.us]
**Sent:** Tuesday, June 14, 2011 8:45 AM
**To:** evangelina.garcia@co.hidalgo.tx.us
**Subject:** Emailing: Guzman & Munoz Inv #4637 po 657601
**Attachments:** Guzman & Munoz Inv #4637 po 657601.pdf

Please place the following inv #4637 on the next CC meeting for approval for payment

thanks
Your message is ready to be sent with the following file or link attachments:

Guzman & Munoz Inv #4637 po 657601

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Guzman & Muñoz Engineering & Surveying, Inc.
2020 E. Expressway 83
Mercedes, Texas 78570
956-565-4637
Fax 956-565-4636

# INVOICE

INVOICE #4637
DATE: 6/7/2011

BIII TO:
Hidalgo County Pct 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

*FOR:*
*Paving and Drainage Improvement to Mile 17 North Road,*
*From FM3071 (Mile 4 West) to FM 1015 (Mile 3 West)*
*Contract No. C-11-111-04-19*
*Work Order # 1-Purchase Order # 657601*
*$63,900.00*

| DESCRIPTION | CONTRACT AMOUNT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPLETE | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| | | | | | | |
| Engineering Design | $22,300.00 | $0 | $ 6,690.00 | $ 6,690.00 | 30% | $15,610.00 |
| Construction Phase Services/ Daily Inspection | $14,400.00 | $0 | $0 | $0 | 0 | $14,400.00 |
| Topography Surveying | $19,200.00 | $0 | $19,200.00 | $19,200.00 | 100% | $0.00 |
| Engineering Drainage | $ 8,000.00 | $0 | $0 | $0 | | $ 8,000.00 |
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| **Totals** | $63,900.00 | $0 | $25,890.00 | $25,890.00 | | $38,010.00 |

Project Manager's Signature

| | |
|---|---|
| **ORGINAL CONTRACT SUM** | **$63,900.00** |
| CHANGE BY CHANGE ORDER | $0.00 |
| CONTRACT SUM TO DATE | $63,900.00 |
| TOTAL COMPLETE TO DATE | $25,890.00 |
| LESS PREVIOUS INVOICES | $0.00 |
| **CURRENT PAYMENT DUE** | **$25,890.00** |

1-1342-431-00-121-085-0-731
PO #657601

NT

CC approved on June 27, 2011



**A. AI-27252** Requesting authority to re-advertise a request for bids for "Lease of Tower Space for HIDTA Task Force" inasmuch as no bids were received, including the approval of the procurement packet (i.e. legal notice, specifications....., etc.) as attached hereto.

approved

**B. AI-27228** Acceptance and approval of request for payment of the following invoices with Guzman & Munoz Engineering and Surveying, Inc. with Contract #C-11-111-04-19-amid purchase orders and work authorizations as indicated below for the provision of Engineering Design, Topography Surveying and Engineering Drainage Services:

Invoice #4626-Work Authorization #2-PO#657600 in the amount of $13,680.00-Mile 12 1/2 North from Mile 5 West to Mile 4 West.

approved

Invoice #4642-Work Authorization #1-PO#657601 in the amount of $14,690.00-FM 3071 (Mile 4 West) to FM 1015 (Mile 3 West.)

Invoice #4643-Work Authorization #3-PO#657599 in the amount of $3,690.00-Drainage Improvement To Mile 6 North Road & Anastasia Road (Sunrise Subd.).

**C. AI-27214** **1. Cooperative Agreements:**

Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System, (HCDE) Harris County Department of Education/Choice Facility Partners, (NJPA) National Joint Powers Alliance awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2011.;

approved

**2. Sheriff's Law Enforcement Office:**

a. Requesting authority to purchase (4) executive frames 8"x10" black mahogany and (3) Dax wood frames 5"x7" easel back black and (2) plaques in-an instant award kit 10 1/2"x 13" plaque w/3 1/2 " x 11" inserts through our membership participation with (TASB) Texas Association School Board Buy board awarded vendor Staples Business Advantage contract #328-09 through the following requisition #197581;

approved

b. Requesting authority to purchase staff portraits (6) 8"x10" at $15.00/each and (3) 5"x7" at $15.00/pair plus a sitting fee at $25.00/each with Treviño's Photo Center through requisition #197429;

3. **(I. T.) Information Technology:**

Requesting authority to enter into (1) year and execute required End User Service Agreement for a high-speed internet connection, called "Port (NxT1 10.5) with (1) non-managed router at $697.06/month, and (7) Port (speed) with managed router access (10.5=7 T1s) at $260.00 each/month through our membership/participation with (DIR) Department of Information Resource with Department of Information Resources/AT&T contract DIR-SDD-826 through requisition #193574:

approved

**D. AI-27180** **Agreements:**

**Sheriff's Office:**

1. Requesting authority to enter into a (1) one year renewal support/service agreement for the OWS500 Call Accounting Support Subscription with Metropolis Technologies, Inc. for the Sheriff's Office through Requisition# 197452 in the amount

approved



CC approved on June 27, 2011

APPROVED

AI-27228 11.B.

**Invoice Payment-Guzman & Munoz Engineering (C-11-111-04-19)**
**CC CONSENT**

Date: 06/28/2011
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Acceptance and approval of request for payment of the following invoices with Guzman & Munoz Engineering and Surveying, Inc. with Contract #C-11-111-04-19-amid purchase orders and work authorizations as indicated below for the provision of Engineering Design, Topography Surveying and Engineering Drainage Services:

Invoice #4626-Work Authorization #2-PO#657600 in the amount of $13,680.00-Mile 12 1/2 North from Mile 5 West to Mile 4 West.
Invoice #4642-Work Authorization #1-PO#657601 in the amount of $14,690.00-FM 3071 (Mile 4 West) to FM 1015 (Mile 3 West.)
Invoice #4643-Work Authorization #3-PO#657599 in the amount of $3,690.00-Drainage Improvement To Mile 6 North Road & Anastasia Road (Sunrise Subd.).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1342-431-00-121-041-0-733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO #657599 for Guzman & Munoz Engineering & Surveying-Amount available as of 6-23-11 $32,700.00 for to WA #3 in relation to Mile 6N & Anastacia Rd. (Sunrise S/D)

FISCAL YEAR: 2011 ACCT. #: 1-1342-431-00-121-085-0-731/733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO #657601 for Guzman & Munoz Engineering & Surveying; Amount available as of 6-23-11 $63,900.00 in relation to WA #1 for Mile 17N (FM 88-FM 1015).

FISCAL YEAR: 2011 ACCT. #: 1-1342-431-00-121-041-0-733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO #657600 for Guzman & Munoz Engineering & Surveying-Amount available as of 6-23-11 $46,500.00 for WA #2 in relation to M12 1/2 N (FM 88 aka M. 5W - M4W)

## Attachments

Link: INVOICE DOCUMENTATION

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| | (Originator) | Vangie Garcia | 06/22/2011 12:03 PM | CREATED |
| 1 | Purchasing Department | Nielda Cavazos | 06/22/2011 03:42 PM | APRV |
| 2 | Budget & Management | Merlen P. Munoz | 06/22/2011 03:56 PM | APRV |
| 3 | Ivan Cantu | Ivan Cantu | 06/23/2011 03:53 PM | APRV |
| 4 | Auditor's Office | | | NEW |
| Form Started By: Vangie Garcia | | | Started On: 06/22/2011 12:03 PM | |

## Evangelina Garcia

**From:** Noe Montez [noe.montez@co.hidalgo.tx.us]
**Sent:** Wednesday, June 22, 2011 9:59 AM
**To:** evangelina.garcia@co.hidalgo.tx.us
**Subject:** Emailing: G & M Inv 4642,4643,4626
**Attachments:** G & M Inv 4642,4643,4626.pdf

GM Vangie: can you please place the following invoices from Guzman & Munoz on the next CC for approval for payment....
Your message is ready to be sent with the following file or link attachments:

G & M Inv 4642,4643,4626

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

**Guzman & Muñoz Engineering & Surveying, Inc.**
2020 E. Expressway 83
Mercedes, Texas 78570
956-565-4637
Fax 956-565-4636

# INVOICE

**INVOICE #4626**
**DATE: 6/20/2011**

**BIll TO:**
**Hidalgo County Pct 1**
**1902 Joe Stephens Ave.**
**Weslaco, Texas 78596**

***FOR:***
***Drainage Improvement to Mile 12 ½ North Road, from FM 88 (Mile 5 West) to Mile 4 West***
***Contract No. C-11-111-04-19***
***Work Order # 2-Purchase Order # 657600***
***$46,500.00***

| DESCRIPTION | CONTRACT AMOUNT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPLETE | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| Drainage Study | $ 5,000.00 | $5,000.00 | 0 | $ 5,000.00 | 100% | $0.00 |
| Engineering Design for Drainage Study Recommendations | $17,100.00 | $0 | $13,680.00 | $13,680.00 | 80% | $ 3,420.00 |
| Construction Phase Services/ Daily Inspection | $ 8,600.00 | $0 | $0 | $ 0 | 0 | $ 8,600.00 |
| Topography Surveying for Study & Design | $15,800.00 | $15,800.00 | $0 | $15,800.00 | 100% | $0.00 |
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| **Totals** | $46,500.00 | $20,800.00 | $13,680.00 | $34,480.00 | | $12,020.00 |

**Project Manager's Signature**

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|---|---|
| **ORGINAL CONTRACT SUM** | **$46,500.00** |
| CHANGE BY CHANGE ORDER | $0.00 |
| CONTRACT SUM TO DATE | $46,500.00 |
| TOTAL COMPLETE TO DATE | $34,480.00 |
| LESS PREVIOUS INVOICES | $20,800.00 |
| **CURRENT PAYMENT DUE** | **$13,680.00** |

1-1342-431-00-121-041-0-733

PO 657600

**Guzman & Muñoz Engineering & Surveying, Inc.**
2020 E. Expressway 83
Mercedes, Texas 78570
956-565-4637
Fax 956-565-4636

# INVOICE

**INVOICE #4642**
**DATE: 6/20/2011**

**BILL TO:**
**Hidalgo County Pct 1**
**1902 Joe Stephens Ave.**
**Weslaco, Texas 78596**

***FOR:***
***Paving and Drainage Improvement to Mile 17 North Road,***
***From FM3071 (Mile 4 West) to FM 1015 (Mile 3 West)***
***Contract No. C-11-111-04-19***
***Work Order # 1-Purchase Order # 657601***
***$63,900.00***

| DESCRIPTION | CONTRACT AMOUNT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPLETE | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| | | | | | | |
| Engineering Design | $22,300.00 | $6,690.00 | $ 6,690.00 | $ 13,380.00 | 60% | $ 8,920.00 |
| Construction Phase Services/ Daily Inspection | $14,400.00 | $0 | $0 | $0 | 0 | $14,400.00 |
| Topography Surveying | $19,200.00 | $19,200.00 | $0 | $19,200.00 | 100% | $0.00 |
| Engineering Drainage | $ 8,000.00 | $0 | $8,000.00 | $8,000.00 | 100% | $0.00 |
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| **Totals** | $63,900.00 | $25,890.00 | $14,690.00 | $40,580.00 | | $23,320.00 |

**Project Manager's Signature**

| | |
|---|---|
| **ORGINAL CONTRACT SUM** | **$63,900.00** |
| CHANGE BY CHANGE ORDER | $0.00 |
| CONTRACT SUM TO DATE | $63,900.00 |
| TOTAL COMPLETE TO DATE | $40,580.00 |
| LESS PREVIOUS INVOICES | $25,890.00 |
| **CURRENT PAYMENT DUE** | **$14,690.00** |

1-342-431-00-121-085-0-731

PO 657601

**Guzman & Muñoz Engineering & Surveying, Inc.**
2020 E. Expressway 83
Mercedes, Texas 78570
956-565-4637
Fax 956-565-4636

# INVOICE

**INVOICE #4643**
**DATE: 6/20/2011**

**BIII TO:**
**Hidalgo County Pct 1**
**1902 Joe Stephens Ave.**
**Weslaco, Texas 78596**

***FOR:***
***Drainage Improvement to Mile 6 North Road & Anastasia Road (Sunrise Subd)***
***Contract No. C-11-111-04-19***
***Work Order # 3-Purchase Order # 657599***
***$32,700.00***

| DESCRIPTION | CONTRACT AMOUNT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPLETE | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| Drainage Study | $ 5,000.00 | $5,000.00 | $0 | $5,000.00 | 100% | $0.00 |
| Engineering Design for Drainage Study Recommendations | $12,300.00 | $0 | $3,690.00 | $3,690.00 | 30% | $8,610.00 |
| Construction Phase Services/ Daily Inspection | $ 3,700.00 | $0 | $0 | $0 | 0 | $3,700.00 |
| Topography Surveying for Study & Design | $ 4,200.00 | $4,200.00 | $0 | $4,200.00 | 100% | $ 0.00 |
| Drainage Easements (3 Parcels) | $ 7,500.00 | $0 | $0 | $0 | 0 | $7,500.00 |
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| **Totals** | $32,700.00 | $9,200.00 | $3,690.00 | $12,890.00 | | $19,810.00 |

**Project Manager's Signature**

| | |
|---|---|
| **ORGINAL CONTRACT SUM** | **$32,700.00** |
| CHANGE BY CHANGE ORDER | $0.00 |
| CONTRACT SUM TO DATE | $32,700.00 |
| TOTAL COMPLETE TO DATE | $12,890.00 |
| LESS PREVIOUS INVOICES | $ 9,200.00 |
| **CURRENT PAYMENT DUE** | **$ 3,690.00** |

1-1342-431-00-121-041-0-731

PO 657599

CC Approved on July 12, 2011

approved ENGINEERING, subject to County Auditor's review and processing procedures with authority for County Treasurer to issue payment under contract #C-09-192-06-08 (PO#625224) for ($ 79,626.74) & C-09-192A-06-08 (PO# 625225) for ($34,021.81) for (Project: FM 681 from FM 2221 to SH 107 & FM 681 from FM 2221/FM 492: FM 681 to FM 364)

**D. AI-27387 1. Cooperative Agreements:**

Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System, (HCDE) Harris approved County Department of Education/Choice Facility Partners, (NJPA) National Joint Powers Alliance awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2011.;

**2. Emergency Services Department:**

approved Requesting approval to execute required Tandberg Video conferencing Statement of Work through our membership/participation with (DIR) Department of Information Resources awarded vendor Calence LLC d/b/a Insight Networking contract DIR-SDD-838, through purchase order #654543 for a total amount of $78,145.16;

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

approved Requesting authority to enter into a "stroke awareness" billboard sign and digital billboard advertisement and approval to execute required contract with Brownsville/Rio Grande Valley-The Lamar Companies through requisition #198590 in the total amount of $5,000.00 for Public Service Announcements from 7/18/2011-08/14/2011 (1-1293-441-00-340-050-1-540):

**E. AI-27384** Hidalgo County

approved 1. Requesting authority to exercise the sixty (60) day grace period extension as provided under current contract for: Tire Disposal Services for Hidalgo County, under the same rates, terms, and conditions with Texas Land Reclamation C-10-130-07-20 so as to have no lapse in services while procurement process is completed.

approved 2. Requesting authority to advertise and approval of procurement packet (i.e. specifications-requirements, legal notice, draft contract etc.) as attached hereto for: "Hidalgo County-Tire Disposal Services" Bid No. 2011-186 SMA

**F. AI-27428** Acceptance and approval of request for payment of Invoice #11323844 in the amount of $30,000.00 from L&G Consulting Engineers, Inc. for engineering services for the month of approved June 2011 in connection to Contract #c-08-417-12-09 through Work Authorization #1 - PO#617489 for Hidalgo County Precinct #1.

**G. AI-27425** Acceptance and approval of request for payment of invoices with Guzman & Munoz Engineering under Contract #C-11-111-04-19 through purchase orders and work approved 1-2 → authorizations as detailed below for the provision of Engineering Design and Construction Phase Services for Hidalgo County Precinct #1:

→ 1. Invoice #4648-Work Authorization #2-PO#657600 in the amount of $5,140.00-Mile 12½ North Road From Mile 5 West To Mile 4 West;

→ 2. Invoice #4649-Work Authorization #3-PO#65799 in the amount of $3,690.00-Mile 6 North



CC Approved on July 12, 2011

APPROVED

AI-27425 9.H.

**Payment of Invoices - Inv. #4648 & 4649 - Guzman & Munoz Engineering-C-11-111-04-19**

**CC CONSENT**

Date: 07/12/2011

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

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Information

CAPTION

Acceptance and approval of request for payment of invoices with Guzman & Munoz Engineering under Contract #C-11-111-04-19 through purchase orders and work authorizations as detailed below for the provision of Engineering Design and Construction Phase Services for Hidalgo County Precinct #1:

1. Invoice #4648-Work Authorization #2-PO#657600 in the amount of $5,140.00-Mile 12½ North Road From Mile 5 West To Mile 4 West;

2. Invoice #4649-Work Authorization #3-PO#65799 in the amount of $3,690.00-Mile 6 North Road & Anastasia Road (Sunrise Subd).

Rescind

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1342-431-00-121-041-0-733

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

BUDGETARY IMPACT:

PO #657599 for Guzman & Munoz Engineering & Surveying; amount available as of 7-7-11 $32,700.00 in relation to WA #3 engineering services for Mile 6N. & Anastacia Rd (Sunrise S/D).

FISCAL YEAR: 2011 ACCT. #: 1-1342-431-00-121-041-0-733

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

BUDGETARY IMPACT:

PO #657600 for Guzman & Munoz Engineering & Surveying; amount available as of 7-7-11 $46,500.00 in relation to WA #2 engineering services for M. 12.5N (FM 88 aka M5W-M4W)

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Attachments

Link: Invoice Documentation

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# Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 07/07/2011 09:38 AM | APRV |
| 2 | Budget & Management | Merlen P. Munoz | 07/07/2011 09:59 AM | APRV |
| 3 | Ivan Cantu | Ivan Cantu | 07/07/2011 02:23 PM | APRV |
| 4 | Auditor's Office | Arcilia Duran | 07/08/2011 03:10 PM | APRV |

Form Started By: Vangie Garcia

Started On: 07/06/2011 02:53 PM

Final Approval Date: 07/08/2011

Guzman & Muñoz Engineering & Surveying, Inc.
2020 E. Expressway 83
Mercedes, Texas 78570
956-565-4637
Fax 956-565-4636

# INVOICE

**INVOICE #4648**
DATE: 7/5/2011

**BIII TO:**
Hidalgo County Pct 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

***FOR:***
***Drainage Improvement to Mile 12 ½ North Road, from FM 88 (Mile 5 West) to Mile 4 West***
***Contract No. C-11-111-04-19***
***Work Order # 2-Purchase Order # 657600***
***$46,500.00***

| DESCRIPTION | CONTRACT AMOUNT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPLETE | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| Drainage Study | $ 5,000.00 | $5,000.00 | 0 | $ 5,000.00 | 100% | $0.00 |
| Engineering Design for Drainage Study Recommendations | $17,100.00 | $13,680.00 | $3,420.00 | $17,100.00 | 100% | $ 0.00 |
| Construction Phase Services/ Daily Inspection | $ 8,600.00 | $0 | $1,720.00 | $ 1,720.00 | 20% | $ 6,880.00 |
| Topography Surveying for Study & Design | $15,800.00 | $15,800.00 | $0 | $15,800.00 | 100% | $0.00 |
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| **Totals** | $46,500.00 | $34,480.00 | $5,140.00 | $39,620.00 | | $6,880.00 |

Project Manager's Signature

| | |
|---|---|
| **ORGINAL CONTRACT SUM** | **$46,500.00** |
| CHANGE BY CHANGE ORDER | $0.00 |
| CONTRACT SUM TO DATE | $46,500.00 |
| TOTAL COMPLETE TO DATE | $39,620.00 |
| LESS PREVIOUS INVOICES | $34,480.00 |
| **CURRENT PAYMENT DUE** | **$ 5,140.00** |

1-1342-431-00-121-041-0-733

PO # 657600

Guzman & Muñoz Engineering & Surveying, Inc.
2020 E. Expressway 83
Mercedes, Texas 78570
956-565-4637
Fax 956-565-4636

# INVOICE

INVOICE #4649
DATE: 7/5/2011

BIII TO:
Hidalgo County Pct 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

*FOR:*
*Drainage Improvement to Mile 6 North Road & Anastasia Road (Sunrise Subd)*
*Contract No. C-11-111-04-19*
*Work Order # 3-Purchase Order # 657599*
*$32,700.00*

| DESCRIPTION | CONTRACT AMOUNT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPLETE | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| Drainage Study | $ 5,000.00 | $5,000.00 | $0 | $5,000.00 | 100% | $0.00 |
| Engineering Design for Drainage Study Recommendations | $12,300.00 | $3,690.00 | $3,690.00 | $7,380.00 | 60% | $4,920.00 |
| Construction Phase Services/ Daily Inspection | $ 3,700.00 | $0 | $0 | $0 | 0 | $3,700.00 |
| Topography Surveying for Study & Design | $ 4,200.00 | $4,200.00 | $0 | $4,200.00 | 100% | $ 0.00 |
| Drainage Easements (3 Parcels) | $ 7,500.00 | $0 | $0 | $0 | 0 | $7,500.00 |
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| | | | | | | |
| **Totals** | $32,700.00 | $12,890.00 | $3,690.00 | $16,580.00 | | $16,120.00 |

Project Manager's Signature

| | |
|---|---|
| **ORGINAL CONTRACT SUM** | **$32,700.00** |
| CHANGE BY CHANGE ORDER | $0.00 |
| CONTRACT SUM TO DATE | $32,700.00 |
| TOTAL COMPLETE TO DATE | $16,580.00 |
| LESS PREVIOUS INVOICES | $12,890.00 |
| **CURRENT PAYMENT DUE** | **$ 3,690.00** |

1-1342-E31-00-121-041-0733
PO # 657599

## Evangelina Garcia

**From:** Noe Montez [noe.montez@co.hidalgo.tx.us]
**Sent:** Wednesday, July 06, 2011 2:28 PM
**To:** evangelina.garcia@co.hidalgo.tx.us
**Subject:** Emailing: G&M inv#4648 & #4649
**Attachments:** G&M inv#4648 & #4649.pdf

Hello Vangie: these invoices have been presented to us and I am requesting to be placed on the next available CC meeting for approval for payment..thanks

Your message is ready to be sent with the following file or link attachments:

G&M inv#4648 & #4649

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

## Evangelina Garcia

**From:** Noe Montez [noe.montez@co.hidalgo.tx.us]
**Sent:** Wednesday, August 17, 2011 2:04 PM
**To:** 'Evangelina Garcia'
**Subject:** Emailing: G&M Work auth 1 inv#4670 & 4671
**Attachments:** G&M Work auth 1 inv#4670 & 4671.pdf

As per our previous conversation we need to see if we can place these invoices on the next CC meeting for approval for payment. Realizing that Lupita Garza is on vacation I believe we still need to attempt to get these approved. We have had previous meetings w/ vendor, auditor, purchasing , and the precinct and these invoices with the appropriate backup should be ready to go. If for whatever reason after audit procedures are done then G&M will be responsible for correcting and it will be G&M delay.
Thanks in advance for your help resolving these issues.

Your message is ready to be sent with the following file or link attachments:

G&M Work auth 1 inv#4670 & 4671

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Guzman & Muñoz Engineering & Surveying, Inc.
2020 E. Expressway 83
Mercedes, Texas 78570
956-565-4637
Fax 956-565-4636

# INVOICE

INVOICE #4670
DATE: 8/10/2011

Bill TO:
Hidalgo County Pct 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

*FOR:*
*Paving and Drainage Improvement to Mile 17 North Road,*
*From FM3071 (Mile 4 West) to FM 1015 (Mile 3 West)*
*Contract No. C-11-111-04-19*
*Work Order # 1-Purchase Order # 657601*
*$63,900.00*

| DESCRIPTION | CONTRACT AMOUNT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPLETE | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| Drainage Share | $8,000.00 | | | | | |
| Road Share | $7,975.00 | | | | | |
| Preliminary Eng. Plans & Specs Approved By locality (25%) | $15,975.00 | $0 | $15,975.00 | $15,975.00 | 100% | $0 |
| Plans & Specs Approved By Regulatory Agencies (50%) | $31,950.00 | $0 | $0 | $0 | 0% | $31,950.00 |
| Completion of Bid advertisement, contract award and notice to proceed. (15%) | $9,585.00 | $0 | $0 | $0 | 0% | $9,585.00 |
| Submittal of As Built plans to locality (10%) | $6,390.00 | $0 | $0 | $0 | 0% | $6,390.00 |
| **Totals** | $63,900.00 | $0 | $15,975.00 | $15,975.00 | 25% | $47,925.00 |

| | |
|---|---|
| **ORGINAL CONTRACT SUM** | **$63,900.00** |
| CHANGE BY CHANGE ORDER | $0.00 |
| CONTRACT SUM TO DATE | $63,900.00 |
| TOTAL COMPLETE TO DATE | $15,975.00 |
| LESS PREVIOUS INVOICES | $0.00 |
| **CURRENT PAYMENT DUE** | **$15,975.00** |

Project Manager's Signature

1-1342-431-00-121-085-0-733 - $8,000.00
1-1342-431-00-121-085-0-731 - $7,975.00

PO 657601

[redacted]

INVOICE RECEIVED BY
[redacted] on 8-17-11
GOODS/SERVICES RECEIVED BY:
_____ on _____

**GUZMAN MUÑOZ ENGINEERING SURVEYING, INC.**
**2020 E. Expressway 83, Mercedes, Texas 78570**

**Hidalgo County**
**Progress Payment Invoice**

**Contract No.: C-11-111-04-19**

ENGINEERING & SURVEYING FEE ESTIMATE

BASIC SERVICES (P734)

**WORK AUTHORIZATION No. 001 - Mile 17 North Road from, FM 3071, east to, FM 1015**

| GMES TASK | DESCRIPTION OF WORK TASK | TYPE OF SERVICE | TOTAL COST PER TASK | PERCENT COMPLETE TO DATE | AMOUNT EARNED TO DATE | PREVIOUSLY BILLED | CURRENT BILLING |
|---|---|---|---|---|---|---|---|
| | **1. PRELIMINARY ENGINEERING PLANS & SPECIFICATIONS APPROVED BY LOCALITY PHASE:** | | | | | | |
| 1.1 | PRELIMINARY PROJECT KICK-OFF MEETING | BASIC | $980.00 | 100% | $980.00 | $0.00 | $980.00 |
| 1.2 | OBTAIN EXISTING PLANS AND REPORTS | BASIC | $1,670.00 | 100% | $1,670.00 | $0.00 | $1,670.00 |
| 1.3 | REVIEW INFORMATION, PREFORM TOPOGRAPHIC SURVEYING FOR ENGINEERING DESIGN | BASIC | $5,060.00 | 100% | $5,060.00 | $0.00 | $5,060.00 |
| 1.4 | PREPARE PRELIMINARY PLANS AND SPECIFICATIONS | BASIC | $3,540.00 | 100% | $3,540.00 | $0.00 | $3,540.00 |
| 1.5 | PREPARE COST ESTIMATES | BASIC | $1,210.00 | 100% | $1,210.00 | $0.00 | $1,210.00 |
| 1.6 | SUBMIT PLANS & SPECIFICATIONS TO OWNER FOR REVIEW | BASIC | $2,170.00 | 100% | $2,170.00 | $0.00 | $2,170.00 |
| 1.7 | 1.7 ADDRESS REVIEW COMMENTS FROM OWNER | BASIC | $1,345.00 | 100% | $1,345.00 | $0.00 | $1,345.00 |
| | | | | | | | |
| | SUB-TOTAL PHASE 1 | | $15,975.00 | 100% | $15,975.00 | $0.00 | $15,975.00 |
| | **2. PLANS & SPECIFICATIONS APPROVED BY REGULATORY AGENCIES PHASE:** | | | | | | |
| 2.1 | PREPARE FINAL PLANS | BASIC | $11,440.00 | 0.0000% | $0.00 | $0.00 | $0.00 |
| 2.2 | CONDUCT QUALITY ASSURANCE AND CONTROL | BASIC | $3,330.00 | 0% | $0.00 | $0.00 | $0.00 |
| 2.3 | PREPARE FINAL PROJECT SPECIFICATIONS | BASIC | $4,820.00 | 0% | $0.00 | $0.00 | $0.00 |
| 2.4 | PRESENT FINAL PLANS AND SPECIFICATIONS FOR REVIEW | BASIC | $1,745.00 | 0% | $0.00 | $0.00 | $0.00 |
| 2.5 | REVISE FINAL PLANS AFTER REVIEW BY REGUATORY AGENCIES | BASIC | $3,440.00 | 0% | $0.00 | $0.00 | $0.00 |
| 2.6 | PREPARE MATERIALS SCHEDULES FOR OWNER | BASIC | $3,200.00 | 0% | $0.00 | $0.00 | $0.00 |
| 2.7 | PREPARE FINAL COST ESTIMATE | BASIC | $1,615.00 | 0% | $0.00 | $0.00 | $0.00 |
| 2.8 | COORDINATE WITH GOVERMENTAL AND OTHERS REQUIRING APPROVEAL AND PREPARE PERMITS FOR CONSTRUCTION | BASIC | $2,360.00 | 0% | $0.00 | $0.00 | $0.00 |
| | | | | | | | |
| | SUB-TOTAL PHASE 2 | | $31,950.00 | 0% | $0.00 | $0.00 | $0.00 |

**GUZMAN MUÑOZ ENGINEERING SURVEYING, INC.**
**2020 E. Expressway 83, Mercedes, Texas 78570**

**Hidalgo County**
**Progress Payment Invoice**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | **3. COMPLETION OF BID ADVERTISEMENT, CONTRACT AWARD AND NOTICE TO PROCEED PHASE** | | | | | | |
| 3.1 | PRE-CONSTRUCTION CONFERENCE AND ASSISTANCE | BASIC | $1,865.00 | 0% | $0.00 | $0.00 | $0.00 |
| 3.2 | CONDUCT PERIODIC INSPECTIONS | BASIC | $4,200.00 | 0% | $0.00 | $0.00 | $0.00 |
| 3.3 | ASSIST WITH CONFLICTS AND RFI REQUESTS | BASIC | $1,280.00 | 0% | $0.00 | $0.00 | $0.00 |
| 3.4 | REVIEW SHOP DRAWINGS | BASIC | $500.00 | 0% | $0.00 | $0.00 | $0.00 |
| 3.5 | CONDUCT FINAL INSPECTION | BASIC | $420.00 | 0% | $0.00 | $0.00 | $0.00 |
| 3.6 | PREPARE PUNCH LIST | BASIC | $460.00 | 0% | $0.00 | $0.00 | $0.00 |
| 3.7 | PREPARE AS-BUILT PLANS | BASIC | $860.00 | 0% | $0.00 | $0.00 | $0.00 |
| | | | | | | | |
| | SUB-TOTAL PHASE 3 | | $9,585.00 | 0% | $0.00 | $0.00 | $0.00 |
| | **4. SUBMITTAL OF AS BUILT PLANS TO LOCALITY PHASE:** | | | | | | |
| 4.1 | SURVEY FOR AS BUILT PLANS | BASIC | $2,720.00 | 0% | $0.00 | $0.00 | $0.00 |
| 4.2 | DRAFTING OF AS BUILT PLANS | BASIC | $1,620.00 | 0% | $0.00 | $0.00 | $0.00 |
| 4.3 | REVIEW AS BUILT PLANS | BASIC | $830.00 | 0% | $0.00 | $0.00 | $0.00 |
| 4.4 | SUBMIT AS BUILT PLANS TO OWNER | BASIC | $210.00 | 0% | $0.00 | $0.00 | $0.00 |
| 4.5 | CLOSE OUT DOCUMENTS TO OWNER | BASIC | $1,010.00 | 0% | $0.00 | $0.00 | $0.00 |
| | | | | | | | |
| | SUB-TOTAL PHASE 2 | | $6,390.00 | 0% | $0.00 | $0.00 | $0.00 |
| | | | | | | | |
| | TOTAL ENGINEERING SERVICES LABOR COST | | **$63,900.00** | **25.00%** | **$15,975.00** | **$0.00** | **$15,975.00** |
| | | | | | | | |
| | **AMOUNT DUE THIS INVOICE:** | | | | | **$15,975.00** | |

**Guzman & Muñoz Engineering & Surveying, Inc.**
2020 E. Expressway 83
Mercedes, Texas 78570
956-565-4637
Fax 956-565-4636

# INVOICE

**INVOICE #4671**
**DATE: 8/10/2011**

**BIII TO:**
**Hidalgo County Pct 1**
**1902 Joe Stephens Ave.**
**Weslaco, Texas 78596**

***FOR: (P734)***
***Paving and Drainage Improvement to Mile 17 North Road,***
***From FM3071 (Mile 4 West) to FM 1015 (Mile 3 West)***
***Contract No. C-11-111-04-19***
***Work Order # 1-Purchase Order # 657601***
***$63,900.00***

| DESCRIPTION | CONTRACT AMOUNT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPLETE | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| | | | | | | |
| Preliminary Eng. Plans & Specs Approved By locality (25%) | $15,975.00 | $15,975.00 | $0 | $15,975.00 | 100% | $0 |
| Plans & Specs Approved By Regulatory Agencies (50%) | $31,950.00 | $0 | $31,950.00 | $31,950.00 | 100% | $0 |
| Completion of Bid advertisement, contract award and notice to proceed. (15%) | $9,585.00 | $0 | $0 | $0 | 0% | $9,585.00 |
| Submittal of As Built plans to locality (10%) | $6,390.00 | $0 | $0 | $0 | 0% | $6,390.00 |
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| | | | | | | |
| **Totals** | $63,900.00 | 15,975.00 | $31,950.00 | $47,925.00 | 75% | $15,975.00 |

**Project Manager's Signature** P.E

INVOICE RECEIVED BY
Nuñez on 8-12-11
GOODS/SERVICES RECEIVED BY:
_____ on _____

| | |
|---|---|
| **ORGINAL CONTRACT SUM** | **$63,900.00** |
| CHANGE BY CHANGE ORDER | $0.00 |
| CONTRACT SUM TO DATE | $63,900.00 |
| TOTAL COMPLETE TO DATE | $47,925.00 |
| LESS PREVIOUS INVOICES | $15,975.00 |
| **CURRENT PAYMENT DUE** | **$31,950.00** |

1-1342-431-00-121-085-0-731
PO 657601

## GUZMAN MUÑOZ ENGINEERING SURVEYING INC.

**2020 E. Expressway 83, Mercedes, Texas 78570**

**Hidalgo County**

**Progress Payment Invoice**

**Contract No.: C-11-111-04-19**

ENGINEERING & SURVEYING FEE ESTIMATE

BASIC SERVICES (P734)

**WORK AUTHORIZATION No. 001 - Mile 17 North Road from, FM 3071, east to, FM 1015**

| GMES TASK | DESCRIPTION OF WORK TASK | TYPE OF SERVICE | TOTAL COST PER TASK | PERCENT COMPLETE TO DATE | AMOUNT EARNED TO DATE | PREVIOUSLY BILLED | CURRENT BILLING |
|---|---|---|---|---|---|---|---|
| | **1. PRELIMINARY ENGINEERING PLANS & SPECIFICATIONS APPROVED BY LOCALITY PHASE:** | | | | | | |
| 1.1 | PRELIMINARY PROJECT KICK-OFF MEETING | BASIC | $980.00 | 100% | $980.00 | $980.00 | $0.00 |
| 1.2 | OBTAIN EXISTING PLANS AND REPORTS | BASIC | $1,670.00 | 100% | $1,670.00 | $1,670.00 | $0.00 |
| 1.3 | REVIEW INFORMATION, PREFORM TOPOGRAPHIC SURVEYING FOR ENGINEERING DESIGN | BASIC | $5,060.00 | 100% | $5,060.00 | $5,060.00 | $0.00 |
| 1.4 | PREPARE PRELIMINARY PLANS AND SPECIFICATIONS | BASIC | $3,540.00 | 100% | $3,540.00 | $3,540.00 | $0.00 |
| 1.5 | PREPARE COST ESTIMATES | BASIC | $1,210.00 | 100% | $1,210.00 | $1,210.00 | $0.00 |
| 1.6 | SUBMIT PLANS & SPECIFICATIONS TO OWNER FOR REVIEW | BASIC | $2,170.00 | 100% | $2,170.00 | $2,170.00 | $0.00 |
| 1.7 | 1.7 ADDRESS REVIEW COMMENTS FROM OWNER | BASIC | $1,345.00 | 100% | $1,345.00 | $1,345.00 | $0.00 |
| | | | | | | | |
| | SUB-TOTAL PHASE 1 | | $15,975.00 | 100% | $15,975.00 | $15,975.00 | $0.00 |
| | **2. PLANS & SPECIFICATIONS APPROVED BY REGULATORY AGENCIES PHASE:** | | | | | | |
| 2.1 | PREPARE FINAL PLANS | BASIC | $11,440.00 | 100% | $11,440.00 | $0.00 | $11,440.00 |
| 2.2 | CONDUCT QUALITY ASSURANCE AND CONTROL | BASIC | $3,330.00 | 100% | $3,330.00 | $0.00 | $3,330.00 |
| 2.3 | PREPARE FINAL PROJECT SPECIFICATIONS | BASIC | $4,820.00 | 100% | $4,820.00 | $0.00 | $4,820.00 |
| 2.4 | PRESENT FINAL PLANS AND SPECIFICATIONS FOR REVIEW | BASIC | $1,745.00 | 100% | $1,745.00 | $0.00 | $1,745.00 |
| 2.5 | REVISE FINAL PLANS AFTER REVIEW BY REGUATORY AGENCIES | BASIC | $3,440.00 | 0.000% | $3,440.00 | $0.00 | $3,440.00 |
| 2.6 | PREPARE MATERIALS SCHEDULES FOR OWNER | BASIC | $3,200.00 | 100% | $3,200.00 | $0.00 | $3,200.00 |
| 2.7 | PREPARE FINAL COST ESTIMATE | BASIC | $1,615.00 | 100% | $1,615.00 | $0.00 | $1,615.00 |
| 2.8 | COORDINATE WITH GOVERMENTAL AND OTHERS REQUIRING APPROVEAL AND PREPARE PERMITS FOR CONSTRUCTION | BASIC | $2,360.00 | 100% | $2,360.00 | $0.00 | $2,360.00 |
| | | | | | | | |
| | SUB-TOTAL PHASE 2 | | $31,950.00 | 100% | $31,950.00 | $0.00 | $31,950.00 |
| | | | | | | | |

**GUZMAN MUÑOZ ENGINEERING SURVEYING INC.**
**2020 E. Expressway 83, Mercedes, Texas 78570**

**Hidalgo County**
**Progress Payment Invoice**

**Contract No.: C-11-111-04-19**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | **3. COMPLETION OF BID ADVERTISEMENT, CONTRACT AWARD AND NOTICE TO PROCEED PHASE** | | | | | | |
| 3.1 | PRE-CONSTRUCTION CONFERENCE AND ASSISTANCE | BASIC | $1,865.00 | 0% | $0.00 | $0.00 | $0.00 |
| 3.2 | CONDUCT PERIODIC INSPECTIONS | BASIC | $4,200.00 | 0% | $0.00 | $0.00 | $0.00 |
| 3.3 | ASSIST WITH CONFLICTS AND RFI REQUESTS | BASIC | $1,280.00 | 0% | $0.00 | $0.00 | $0.00 |
| 3.4 | REVIEW SHOP DRAWINGS | BASIC | $500.00 | 0% | $0.00 | $0.00 | $0.00 |
| 3.5 | CONDUCT FINAL INSPECTION | BASIC | $420.00 | 0% | $0.00 | $0.00 | $0.00 |
| 3.6 | PREPARE PUNCH LIST | BASIC | $460.00 | 0% | $0.00 | $0.00 | $0.00 |
| 3.7 | PREPARE AS-BUILT PLANS | BASIC | $860.00 | 0% | $0.00 | $0.00 | $0.00 |
| | | | | | | | |
| | SUB-TOTAL PHASE 3 | | $9,585.00 | 0% | $0.00 | $0.00 | $0.00 |
| | **4. SUBMITTAL OF AS BUILT PLANS TO LOCALITY PHASE:** | | | | | | |
| 4.1 | SURVEY FOR AS BUILT PLANS | BASIC | $2,720.00 | 0% | $0.00 | $0.00 | $0.00 |
| 4.2 | DRAFTING OF AS BUILT PLANS | BASIC | $1,620.00 | 0% | $0.00 | $0.00 | $0.00 |
| 4.3 | REVIEW AS BUILT PLANS | BASIC | $830.00 | 0% | $0.00 | $0.00 | $0.00 |
| 4.4 | SUBMIT AS BUILT PLANS TO OWNER | BASIC | $210.00 | 0% | $0.00 | $0.00 | $0.00 |
| 4.5 | CLOSE OUT DOCUMENTS TO OWNER | BASIC | $1,010.00 | 0% | $0.00 | $0.00 | $0.00 |
| | | | | | | | |
| | SUB-TOTAL PHASE 2 | | $6,390.00 | 0% | $0.00 | $0.00 | $0.00 |
| | | | | | | | |
| | **TOTAL ENGINEERING SERVICES LABOR COST** | | **$63,900.00** | **75.00%** | **$47,925.00** | **$15,975.00** | **$31,950.00** |
| | | | | | | | |
| | **AMOUNT DUE THIS INVOICE:** | | | | | **$31,950.00** | |

# EXHIBIT D
## TASKS FEES BY MANHOURS & RATES

ENGINEERING & SURVEYING FEE ESTIMATE

BASIC SERVICES

## WORK AUTHORIZATION No. 001 - Mile 17 North Road from, FM 3071, east to, FM 1015

| GMES TASK | DESCRIPTION OF WORK TASK | PRINCIPAL HOURS | PROJECT ENGINEER HOURS | PROJECT MANAGER HOURS | EIT HOURS | TECH / CADD HOURS | CLERICAL HOURS | SURVEYOR HOURS | 3 PERSON SURVEY CREW | INSPECTOR HOURS | TOTAL HOURS | TOTAL COST PER TASK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **1. PRELIMINARY ENGINEERING PLANS & SPECIFICATIONS APPROVED BY LOCALITY PHASE:** | | | | | | | | | | | |
| 1.1 | PRELIMINARY PROJECT KICK-OFF MEETING | 2 | 2 | 2 | 1 | | | | | | 7 | $980.00 |
| 1.2 | OBTAIN EXISTING PLANS AND REPORTS | 1 | | 2 | 4 | 8 | 2 | | | | 17 | $1,670.00 |
| 1.3 | REVIEW INFORMATION, PREFORM TOPOGRAPHIC SURVEYING FOR EDGINEERING DESIGN, SCOPE FOR GEOTECHNICAL | 1 | 2 | | | | | 4 | 32 | | 39 | $5,060.00 |
| 1.4 | PREPARE PRELIMINARY PLANS AND SPECIFICATIONS | 1 | 2 | 4 | 4 | 24 | | | | | 35 | $3,540.00 |
| 1.5 | PREPARE COST ESTIMATES | | 1 | 2 | | 8 | 2 | | | | 13 | $1,210.00 |
| 1.6 | SUBMIT PLANS & SPECIFICATIONS TO OWNER FOR REVIEW | 2 | 2 | 4 | 2 | 8 | 2 | | | | 20 | $2,170.00 |
| 1.7 | 1.7 ADDRESS REVIEW COMMENTS FROM OWNER | | | 4 | 2 | 6 | 1 | | | | 13 | $1,345.00 |
| | | | | | | | | | | | | |
| | TOTAL PRELIMINARY PHASE | 7 | 9 | 18 | 13 | 54 | 7 | 4 | 32 | 0 | 144 | |
| | HOURLY RATE | $180.00 | $120.00 | $140.00 | $100.00 | $90.00 | $45.00 | $120.00 | $130.00 | $70.00 | | |
| | SUB-TOTAL PHASE 1 | $1,260.00 | $1,080.00 | $2,520.00 | $1,300.00 | $4,860.00 | $315.00 | $480.00 | $4,160.00 | $0.00 | | $15,975.00 |
| | **2. PLANS & SPECIFICATIONS APPROVED BY REGULATORY AGENCIES PHASE:** | | | | | | | | | | | |
| 2.1 | PREPARE FINAL PLANS | 4 | 8 | 16 | 20 | 48 | 16 | 4 | | | 116 | $11,440.00 |
| 2.2 | CONDUCT QUALITY ASSURANCE AND CONTROL | 2 | 4 | 6 | 6 | 8 | 2 | 2 | | | 30 | $3,330.00 |
| 2.3 | PREPARE FINAL PROJECT SPECIFICATIONS | 3 | 6 | 4 | 12 | 16 | 8 | | | | 49 | $4,820.00 |
| 2.4 | PRESENT FINAL PLANS AND SPECIFICATIONS FOR REVIEW | 2 | 3 | 3 | 2 | 4 | 1 | | | | 15 | $1,745.00 |
| 2.5 | REVISE FINAL PLANS AFTER REVIEW BY REGUATORY AGENCIES | 1 | 3 | 6 | 8 | 12 | 4 | | | | 34 | $3,440.00 |
| 2.6 | PREPARE MATERIALS SCHEDULES FOR OWNER | 2 | 2 | 5 | 10 | 8 | 4 | | | | 31 | $3,200.00 |
| 2.7 | PREPARE FINAL COST ESTIMATE | 1 | 1 | 3 | 4 | 4 | 3 | | | | 16 | $1,615.00 |
| 2.8 | COORDINATE WITH GOVERMENTAL AND OTHERS REQUIRING APPROVEAL AND PREPARE PERMITS FOR CONSTRUCTION | 1 | 2 | 1 | 9 | 7 | 6 | | | | 26 | $2,360.00 |
| | | | | | | | | | | | | |
| | TOTAL DESIGN PHASE | 16 | 29 | 44 | 71 | 107 | 44 | 6 | 0 | 0 | 317 | |
| | HOURLY RATE | $180.00 | $120.00 | $140.00 | $100.00 | $90.00 | $45.00 | $120.00 | $130.00 | $70.00 | | |
| | SUB-TOTAL PHASE 2 | $2,880.00 | $3,480.00 | $6,160.00 | $7,100.00 | $9,630.00 | $1,980.00 | $720.00 | $0.00 | $0.00 | | $31,950.00 |
| | **3. COMPLETION OF BID ADVERTISEMENT, CONTRACT AWARD AND NOTICE TO PROCEED PHASE** | | | | | | | | | | | |
| 3.1 | PRE-CONSTRUCTION CONFERENCE AND ASSISTANCE | 1 | 3 | 3 | | 8 | 1 | | | 2 | 18 | $1,865.00 |
| 3.2 | CONDUCT PERIODIC INSPECTIONS | | | 5 | | | | | | 50 | 55 | $4,200.00 |
| 3.3 | ASSIST WITH CONFLICTS AND RFI REQUESTS | | | 4 | | 8 | | | | | 12 | $1,280.00 |
| 3.4 | REVIEW SHOP DRAWINGS | | | 1 | | 4 | | | | | 5 | $500.00 |
| 3.5 | CONDUCT FINAL INSPECTION | | | 2 | | | | | | 2 | 4 | $420.00 |
| 3.6 | PREPARE PUNCH LIST | | | 1 | | 2 | | | | 2 | 5 | $460.00 |
| 3.7 | PREPARE AS-BUILT PLANS | | | | | 8 | | | | 2 | 10 | $860.00 |
| | | | | | | | | | | | | |
| | TOTAL CONSTRUCTION PHASE | 1 | 3 | 16 | 0 | 30 | 1 | 0 | 0 | 58 | 109 | |
| | HOURLY RATE | $180.00 | $120.00 | $140.00 | $100.00 | $90.00 | $45.00 | $120.00 | $130.00 | $70.00 | | |
| | SUB-TOTAL PHASE 3 | $180.00 | $360.00 | $2,240.00 | $0.00 | $2,700.00 | $45.00 | $0.00 | $0.00 | $4,060.00 | | $9,585.00 |

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **4. SUBMITTAL OF AS BUILT PLANS TO LOCALITY PHASE:** | | | | | | | | | | | |
| 4.1 | SURVEY FOR AS BUILT PLANS | | | 1 | | | | 2 | 18 | | 21 | $2,720.00 |
| 4.2 | DRAFTING OF AS BUILT PLANS | | | | | 18 | | | | | 18 | $1,620.00 |
| 4.3 | REVIEW AS BUILT PLANS | | | 2 | 3 | 2 | | | | 1 | 8 | $830.00 |
| 4.4 | SUBMIT AS BUILT PLANS TO OWNER | | | | | | 2 | 1 | | | 3 | $210.00 |
| 4.5 | CLOSE OUT DOCUMENTS TO OWNER | 1 | 2 | 1 | | 4 | 2 | | | | 10 | $1,010.00 |
| | | | | | | | | | | | | |
| | TOTAL DESIGN PHASE | 1 | 2 | 4 | 3 | 24 | 4 | 3 | 18 | 1 | 60 | |
| | HOURLY RATE | $180.00 | $120.00 | $140.00 | $100.00 | $90.00 | $45.00 | $120.00 | $130.00 | $70.00 | | |
| | SUB-TOTAL PHASE 2 | $180.00 | $240.00 | $560.00 | $300.00 | $2,160.00 | $180.00 | $360.00 | $2,340.00 | $70.00 | | $6,390.00 |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | **TOTAL ENGINEERING BASIC SERVICES LABOR COST** | $4,500.00 | $5,160.00 | $11,480.00 | $8,700.00 | $19,350.00 | $2,520.00 | $1,560.00 | $6,500.00 | $4,130.00 | | **$63,900.00** |
| | **TOTAL ENGINEERING BASIC SERVICES LABOR COST FOR ALL CLASSIFICATIONS** | **$63,900.00** | | | | | | | | | | |
| | | | | | | | | | | | | |
| | **TOTAL COST** | **$63,900.00** | | | | | | | | | | |

## Evangelina Garcia

**From:** Noe Montez [noe.montez@co.hidalgo.tx.us]
**Sent:** Wednesday, August 17, 2011 2:20 PM
**To:** 'Evangelina Garcia'
**Subject:** Emailing: G&M work auth 2 inv#4672 & #4673
**Attachments:** G&M work auth 2 inv#4672 & #4672.pdf

Please place these invoices on the next CC meeting for approval. As mentioned earlier we have had meetings with all parties involved and we need to get these approved subject to auditor review.

Thanks for your help
Your message is ready to be sent with the following file or link attachments:

G&M work auth 2 inv#4672 & #4672

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Guzman & Muñoz Engineering & Surveying, Inc.
2020 E. Expressway 83
Mercedes, Texas 78570
956-565-4637
Fax 956-565-4636

# INVOICE

INVOICE #4672
DATE: 8/10/2011

BIII TO:
Hidalgo County Pct 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

*FOR:*
*Drainage Improvement to Mile 12 1/2 North Road,*
*From FM88 (Mile 5 West) to Mile 4 West*
*Contract No. C-11-111-04-19*
*Work Order # 2-Purchase Order # 657600*
*$46,500.00*

| DESCRIPTION | CONTRACT AMOUNT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPLETE | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| Preliminary Eng. Plans & Specs Approved By locality (25%) | $11,625.00 | $0 | $11,625.00 | $11,625.00 | 100% | $0 |
| Plans & Specs Approved By Regulatory Agencies (50%) | $23,250.00 | $0 | $0 | $0 | 0% | $23,250.00 |
| Completion of Bid advertisement, contract award and notice to proceed. (15%) | $6,975.00 | $0 | $0 | $0 | 0% | $6,975.00 |
| Submittal of As Built plans to locality (10%) | $4,650.00 | $0 | $0 | $0 | 0% | $4,650.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Totals | $46,500.00 | $0 | $11,625.00 | $11,625.00 | 25% | $34,875.00 |

Project Manager's Signature

| | |
|---|---|
| ORGINAL CONTRACT SUM | $46,500.00 |
| CHANGE BY CHANGE ORDER | $0.00 |
| CONTRACT SUM TO DATE | $46,500.00 |
| TOTAL COMPLETE TO DATE | $11,625.00 |
| LESS PREVIOUS INVOICES | $0.00 |
| CURRENT PAYMENT DUE | $11,625.00 |

1-1342-431-00-121-041-0-733

PO 657600

INVOICE RECEIVED BY
[redacted] on 8-17-11
GOODS/SERVICES RECEIVED BY
_____ on _____

## GUZMAN MUÑOZ ENGINEERING SURVEYING INC.

**2020 E. Expressway 83, Mercedes, Texas 78570**

**Hidalgo County**
**Progress Payment Invoice**

**Contract No.:C-11-111-04-19**

ENGINEERING & SURVEYING FEE ESTIMATE

BASIC SERVICES

**WORK AUTHORIZATION No. 002 - Mile 12 1/2 North Road, from FM 88, east to Mile 4 West Road**

| GMES TASK | DESCRIPTION OF WORK TASK | TYPE OF SERVICE | TOTAL COST PER TASK | COMPLETE TO DATE | EARNED TO DATE | PREVIOUSLY BILLED | CURRENT BILLING |
|---|---|---|---|---|---|---|---|
| | **1. PRELIMINARY ENGINEERING PLANS & SPECIFICATIONS APPROVED BY LOCALITY PHASE:** | | | | | | |
| 1.1 | PRELIMINARY PROJECT KICK-OFF MEETING | BASIC | $800.00 | 100% | $800.00 | $0.00 | $800.00 |
| 1.2 | OBTAIN EXISTING PLANS AND REPORTS | BASIC | $1,310.00 | 100% | $1,310.00 | $0.00 | $1,310.00 |
| 1.3 | REVIEW INFORMATION, PREFORM TOPOGRAPHIC SURVEYING FOR ENGINEERING DESIGN | BASIC | $3,620.00 | 100% | $3,620.00 | $0.00 | $3,620.00 |
| 1.4 | PREPARE PRELIMINARY PLANS AND SPECIFICATIONS | BASIC | $2,840.00 | 100% | $2,840.00 | $0.00 | $2,840.00 |
| 1.5 | PREPARE COST ESTIMATES | BASIC | $1,030.00 | 100% | $1,030.00 | $0.00 | $1,030.00 |
| 1.6 | SUBMIT PLANS & SPECIFICATIONS TO OWNER FOR REVIEW | BASIC | $1,410.00 | 100% | $1,410.00 | $0.00 | $1,410.00 |
| 1.7 | 1.7 ADDRESS REVIEW COMMENTS FROM OWNER | BASIC | $615.00 | 100% | $615.00 | $0.00 | $615.00 |
| | | | | | | | |
| | SUB-TOTAL PHASE 1 | | $11,625.00 | 100% | $11,625.00 | $0.00 | $11,625.00 |
| | **2. PLANS & SPECIFICATIONS APPROVED BY REGULATORY AGENCIES PHASE:** | | | | | | |
| 2.1 | PREPARE FINAL PLANS | BASIC | $6,560.00 | 0% | $0.00 | $0.00 | $0.00 |
| 2.2 | CONDUCT QUALITY ASSURANCE AND CONTROL | BASIC | $2,330.00 | 0% | $0.00 | $0.00 | $0.00 |
| 2.3 | PREPARE FINAL PROJECT SPECIFICATIONS | BASIC | $3,740.00 | 0% | $0.00 | $0.00 | $0.00 |
| 2.4 | PRESENT FINAL PLANS AND SPECIFICATIONS FOR REVIEW | BASIC | $1,745.00 | 0% | $0.00 | $0.00 | $0.00 |
| 2.5 | REVISE FINAL PLANS AFTER REVIEW BY REGUATORY AGENCIES | BASIC | $2,510.00 | 0% | $0.00 | $0.00 | $0.00 |
| 2.6 | PREPARE MATERIALS SCHEDULES FOR OWNER | BASIC | $2,340.00 | 0% | $0.00 | $0.00 | $0.00 |
| 2.7 | PREPARE FINAL COST ESTIMATE | BASIC | $1,615.00 | 0% | $0.00 | $0.00 | $0.00 |
| 2.8 | COORDINATE WITH GOVERMENTAL AND OTHERS REQUIRING APPROVEAL AND PREPARE PERMITS FOR CONSTRUCTION | BASIC | $2,410.00 | 0% | $0.00 | $0.00 | $0.00 |
| | | | | | | | |
| | SUB-TOTAL PHASE 2 | | $23,250.00 | 0% | $0.00 | $0.00 | $0.00 |

**GUZMAN MUÑOZ ENGINEERING SURVEYING INC.**
**2020 E. Expressway 83, Mercedes, Texas 78570**

**Hidalgo County**
**Progress Payment Invoice**

**Contract No.:C-11-111-04-19**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | **3. COMPLETION OF BID ADVERTISEMENT, CONTRACT AWARD AND NOTICE TO PROCEED PHASE** | | | | | | |
| 3.1 | PRE-CONSTRUCTION CONFERENCE AND ASSISTANCE | BASIC | $1,365.00 | 0% | $0.00 | $0.00 | $0.00 |
| 3.2 | CONDUCT PERIODIC INSPECTIONS | BASIC | $3,360.00 | 0% | $0.00 | $0.00 | $0.00 |
| 3.3 | ASSIST WITH CONFLICTS AND RFI REQUESTS | BASIC | $550.00 | 0% | $0.00 | $0.00 | $0.00 |
| 3.4 | REVIEW SHOP DRAWINGS | BASIC | $320.00 | 0% | $0.00 | $0.00 | $0.00 |
| 3.5 | CONDUCT FINAL INSPECTION | BASIC | $420.00 | 0% | $0.00 | $0.00 | $0.00 |
| 3.6 | PREPARE PUNCH LIST | BASIC | $460.00 | 0% | $0.00 | $0.00 | $0.00 |
| 3.7 | PREPARE AS-BUILT PLANS | BASIC | $500.00 | 0% | $0.00 | $0.00 | $0.00 |
| | | | | | | | |
| | SUB-TOTAL PHASE 3 | | $6,975.00 | 0% | $0.00 | $0.00 | $0.00 |
| | **4. SUBMITTAL OF AS BUILT PLANS TO LOCALITY PHASE:** | | | | | | |
| 4.1 | SURVEY FOR AS BUILT PLANS | BASIC | $1,940.00 | 0% | $0.00 | $0.00 | $0.00 |
| 4.2 | DRAFTING OF AS BUILT PLANS | BASIC | $1,080.00 | 0% | $0.00 | $0.00 | $0.00 |
| 4.3 | REVIEW AS BUILT PLANS | BASIC | $590.00 | 0% | $0.00 | $0.00 | $0.00 |
| 4.4 | SUBMIT AS BUILT PLANS TO OWNER | BASIC | $330.00 | 0% | $0.00 | $0.00 | $0.00 |
| 4.5 | CLOSE OUT DOCUMENTS TO OWNER | BASIC | $710.00 | 0% | $0.00 | $0.00 | $0.00 |
| | | | | | | | |
| | SUB-TOTAL PHASE 2 | | $4,650.00 | 0% | $0.00 | $0.00 | $0.00 |
| | | | | | | | |
| | **TOTAL ENGINEERING SERVICES LABOR COST** | | **$46,500.00** | **25.00%** | **$11,625.00** | **$0.00** | **$11,625.00** |
| | | | | | | | |
| | **AMOUNT DUE THIS INVOICE:** | | | | | **$11,625.00** | |

**Guzman & Muñoz Engineering & Surveying, Inc.**
2020 E. Expressway 83
Mercedes, Texas 78570
956-565-4637
Fax 956-565-4636

# INVOICE

**INVOICE #4673**
**DATE: 8/10/2011**

**BILL TO:**
**Hidalgo County Pct 1**
**1902 Joe Stephens Ave.**
**Weslaco, Texas 78596**

***FOR:***
***Drainage Improvement to Mile 12 1/2 North Road,***
***From FM88 (Mile 5 West) to Mile 4 West***
***Contract No. C-11-111-04-19***
***Work Order # 2-Purchase Order # 657600***
***$46,500.00***

| DESCRIPTION | CONTRACT AMOUNT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPLETE | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| | | | | | | |
| Preliminary Eng. Plans & Specs Approved By locality (25%) | $11,625.00 | 11,625.00 | $0 | $11,625.00 | 100% | $0 |
| Plans & Specs Approved By Regulatory Agencies (50%) | $23,250.00 | $0 | $23,250.00 | $23,250.00 | 0% | $0 |
| Completion of Bid advertisement, contract award and notice to proceed. (15%) | $6,975.00 | $0 | $0 | $0 | 0% | $6,975.00 |
| Submittal of As Built plans to locality (10%) | $4,650.00 | $0 | $0 | $0 | 0% | $4,650.00 |
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| | | | | | | |
| **Totals** | $46,500.00 | $11,625.00 | $23,250.00 | $34,875.00 | 75% | $11,625.00 |

Luis A. Guzman, P.E.
**Project Manager's Signature**

| | |
|---|---|
| **ORGINAL CONTRACT SUM** | **$46,500.00** |
| CHANGE BY CHANGE ORDER | $0.00 |
| CONTRACT SUM TO DATE | $46,500.00 |
| TOTAL COMPLETE TO DATE | $34,875.00 |
| LESS PREVIOUS INVOICES | $11,625.00 |
| **CURRENT PAYMENT DUE** | **$23,250.00** |

1-1342-431-00-121-041-0-733
PO 657600

INVOICE RECEIVED BY
Nelda OR 8-17-11
GOODS/SERVICES RECEIVED
on

**GUZMAN MUÑOZ ENGINEERING SURVEYING, INC.**
**2020 E. Expressway 83, Mercedes, Texas 78570**

**Hidalgo County**
**Progress Payment Invoice**

**Contract No.:C-11-111-04-19**

ENGINEERING & SURVEYING FEE ESTIMATE

BASIC SERVICES

**WORK AUTHORIZATION No. 002 - Mile 12 1/2 North Road, from FM 88, east to Mile 4 West Road**

| GMES TASK | DESCRIPTION OF WORK TASK | TYPE OF SERVICE | TOTAL COST PER TASK | COMPLETE TO DATE | EARNED TO DATE | PREVIOUSLY BILLED | CURRENT BILLING |
|---|---|---|---|---|---|---|---|
| | **1. PRELIMINARY ENGINEERING PLANS & SPECIFICATIONS APPROVED BY LOCALITY PHASE:** | | | | | | |
| 1.1 | PRELIMINARY PROJECT KICK-OFF MEETING | BASIC | $800.00 | 100% | $800.00 | $800.00 | $0.00 |
| 1.2 | OBTAIN EXISTING PLANS AND REPORTS | BASIC | $1,310.00 | 100% | $1,310.00 | $1,310.00 | $0.00 |
| 1.3 | REVIEW INFORMATION, PREFORM TOPOGRAPHIC SURVEYING FOR ENGINEERING DESIGN | BASIC | $3,620.00 | 100% | $3,620.00 | $3,620.00 | $0.00 |
| 1.4 | PREPARE PRELIMINARY PLANS AND SPECIFICATIONS | BASIC | $2,840.00 | 100% | $2,840.00 | $2,840.00 | $0.00 |
| 1.5 | PREPARE COST ESTIMATES | BASIC | $1,030.00 | 100% | $1,030.00 | $1,030.00 | $0.00 |
| 1.6 | SUBMIT PLANS & SPECIFICATIONS TO OWNER FOR REVIE | BASIC | $1,410.00 | 100% | $1,410.00 | $1,410.00 | $0.00 |
| 1.7 | 1.7 ADDRESS REVIEW COMMENTS FROM OWNER | BASIC | $615.00 | 100% | $615.00 | $615.00 | $0.00 |
| | | | | | | | |
| | SUB-TOTAL PHASE 1 | | $11,625.00 | 100% | $11,625.00 | $11,625.00 | $0.00 |
| | **2. PLANS & SPECIFICATIONS APPROVED BY REGULATORY AGENCIES PHASE:** | | | | | | |
| 2.1 | PREPARE FINAL PLANS | BASIC | $6,560.00 | 100% | $6,560.00 | $0.00 | $6,560.00 |
| 2.2 | CONDUCT QUALITY ASSURANCE AND CONTROL | BASIC | $2,330.00 | 100% | $2,330.00 | $0.00 | $2,330.00 |
| 2.3 | PREPARE FINAL PROJECT SPECIFICATIONS | BASIC | $3,740.00 | 100% | $3,740.00 | $0.00 | $3,740.00 |
| 2.4 | PRESENT FINAL PLANS AND SPECIFICATIONS FOR REVIEV | BASIC | $1,745.00 | 100% | $1,745.00 | $0.00 | $1,745.00 |
| 2.5 | REVISE FINAL PLANS AFTER REVIEW BY REGUATORY AGENCIES | BASIC | $2,510.00 | 100% | $2,510.00 | $0.00 | $2,510.00 |
| 2.6 | PREPARE MATERIALS SCHEDULES FOR OWNER | BASIC | $2,340.00 | 100% | $2,340.00 | $0.00 | $2,340.00 |
| 2.7 | PREPARE FINAL COST ESTIMATE | BASIC | $1,615.00 | 100% | $1,615.00 | $0.00 | $1,615.00 |
| 2.8 | COORDINATE WITH GOVERMENTAL AND OTHERS REQUIRING APPROVEAL AND PREPARE PERMITS FOR CONSTRUCTION | BASIC | $2,410.00 | 100% | $2,410.00 | $0.00 | $2,410.00 |
| | | | | | | | |
| | SUB-TOTAL PHASE 2 | | $23,250.00 | 100% | $23,250.00 | $0.00 | $23,250.00 |

**GUZMAN MUÑOZ ENGINEERING SURVEYING, INC.**
**2020 E. Expressway 83, Mercedes, Texas 78570**

**Hidalgo County**
**Progress Payment Invoice**

**Contract No.:C-11-111-04-19**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | **3. COMPLETION OF BID ADVERTISEMENT, CONTRACT AWARD AND NOTICE TO PROCEED PHASE** | | | | | | |
| 3.1 | PRE-CONSTRUCTION CONFERENCE AND ASSISTANCE | BASIC | $1,365.00 | 0% | $0.00 | $0.00 | $0.00 |
| 3.2 | CONDUCT PERIODIC INSPECTIONS | BASIC | $3,360.00 | 0% | $0.00 | $0.00 | $0.00 |
| 3.3 | ASSIST WITH CONFLICTS AND RFI REQUESTS | BASIC | $550.00 | 0% | $0.00 | $0.00 | $0.00 |
| 3.4 | REVIEW SHOP DRAWINGS | BASIC | $320.00 | 0% | $0.00 | $0.00 | $0.00 |
| 3.5 | CONDUCT FINAL INSPECTION | BASIC | $420.00 | 0% | $0.00 | $0.00 | $0.00 |
| 3.6 | PREPARE PUNCH LIST | BASIC | $460.00 | 0% | $0.00 | $0.00 | $0.00 |
| 3.7 | PREPARE AS-BUILT PLANS | BASIC | $500.00 | 0% | $0.00 | $0.00 | $0.00 |
| | | | | | | | |
| | SUB-TOTAL PHASE 3 | | $6,975.00 | 0% | $0.00 | $0.00 | $0.00 |
| | **4. SUBMITTAL OF AS BUILT PLANS TO LOCALITY PHASE:** | | | | | | |
| 4.1 | SURVEY FOR AS BUILT PLANS | BASIC | $1,940.00 | 0% | $0.00 | $0.00 | $0.00 |
| 4.2 | DRAFTING OF AS BUILT PLANS | BASIC | $1,080.00 | 0% | $0.00 | $0.00 | $0.00 |
| 4.3 | REVIEW AS BUILT PLANS | BASIC | $590.00 | 0% | $0.00 | $0.00 | $0.00 |
| 4.4 | SUBMIT AS BUILT PLANS TO OWNER | BASIC | $330.00 | 0% | $0.00 | $0.00 | $0.00 |
| 4.5 | CLOSE OUT DOCUMENTS TO OWNER | BASIC | $710.00 | 0% | $0.00 | $0.00 | $0.00 |
| | | | | | | | |
| | SUB-TOTAL PHASE 2 | | $4,650.00 | 0% | $0.00 | $0.00 | $0.00 |
| | | | | | | | |
| | **TOTAL ENGINEERING SERVICES LABOR COST** | | **$46,500.00** | **75.00%** | **$34,875.00** | **$11,625.00** | **$23,250.00** |
| | | | | | | | |
| | **AMOUNT DUE THIS INVOICE:** | | | | | **$23,250.00** | |

# EXHIBIT D
## TASKS FEES BY MANHOURS & RATES

ENGINEERING & SURVEYING FEE ESTIMATE

BASIC SERVICES

### WORK AUTHORIZATION No. 002 - Mile 12 1/2 North Road, from FM 88, east to Mile 4 West Road

| OMES TASK | DESCRIPTION OF WORK TASK | PRINCIPAL HOURS | PROJECT ENGINEER HOURS | PROJECT MANAGER HOURS | EIT HOURS | TECH / CADD HOURS | CLERICAL HOURS | SURVEYOR HOURS | 3 PERSON SURVEY CREW | INSPECTOR HOURS | TOTAL HOURS | TOTAL COST PER TASK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **1. PRELIMINARY ENGINEERING PLANS & SPECIFICATIONS APPROVED BY LOCALITY PHASE:** | | | | | | | | | | | |
| 1.1 | PRELIMINARY PROJECT KICK-OFF MEETING | 1 | 2 | 2 | 1 | | | | | | 6 | $800.00 |
| 1.2 | OBTAIN EXISTING PLANS AND REPORTS | 1 | | 2 | 4 | 4 | 2 | | | | 13 | $1,310.00 |
| 1.3 | REVIEW INFORMATION, PREFORM TOPOGRAPHIC SURVEYING FOR EDGINEERING DESIGN, SCOPE FOR GEOTECHNICAL | 1 | 2 | | | | | 5 | 20 | | 28 | $3,620.00 |
| 1.4 | PREPARE PRELIMINARY PLANS AND SPECIFICATIONS | 1 | 1 | 2 | 1 | 24 | | | | | 29 | $2,840.00 |
| 1.5 | PREPARE COST ESTIMATES | | 1 | 2 | | 6 | 2 | | | | 11 | $1,030.00 |
| 1.6 | SUBMIT PLANS & SPECIFICATIONS TO OWNER FOR REVIEW | 1 | 1 | 2 | 2 | 6 | 2 | | | | 14 | $1,410.00 |
| 1.7 | 1.7 ADDRESS REVIEW COMMENTS FROM OWNER | | | 2 | 2 | 1 | 1 | | | | 6 | $615.00 |
| | | | | | | | | | | | | |
| | TOTAL PRELIMINARY PHASE | 5 | 7 | 12 | 10 | 41 | 7 | 5 | 20 | 0 | 107 | |
| | HOURLY RATE | $180.00 | $120.00 | $140.00 | $100.00 | $90.00 | $45.00 | $120.00 | $130.00 | $70.00 | | |
| | SUB-TOTAL PHASE 1 | $900.00 | $840.00 | $1,680.00 | $1,000.00 | $3,690.00 | $315.00 | $600.00 | $2,600.00 | $0.00 | | $11,625.00 |
| | **2. PLANS & SPECIFICATIONS APPROVED BY REGULATORY AGENCIES PHASE:** | | | | | | | | | | | |
| 2.1 | PREPARE FINAL PLANS | 2 | 4 | 6 | 8 | 36 | 8 | 4 | | | 68 | $6,560.00 |
| 2.2 | CONDUCT QUALITY ASSURANCE AND CONTROL | 1 | 2 | 4 | 3 | 8 | 2 | 2 | | | 22 | $2,330.00 |
| 2.3 | PREPARE FINAL PROJECT SPECIFICATIONS | 2 | 3 | 3 | 8 | 16 | 8 | | | | 40 | $3,740.00 |
| 2.4 | PRESENT FINAL PLANS AND SPECIFICATIONS FOR REVIEW | 2 | 3 | 3 | 2 | 4 | 1 | | | | 15 | $1,745.00 |
| 2.5 | REVISE FINAL PLANS AFTER REVIEW BY REGUATORY AGENCIES | 1 | 3 | 4 | 6 | 8 | 2 | | | | 24 | $2,510.00 |
| 2.6 | PREPARE MATERIALS SCHEDULES FOR OWNER | 1 | 2 | 3 | 6 | 8 | 4 | | | | 24 | $2,340.00 |
| 2.7 | PREPARE FINAL COST ESTIMATE | 1 | 1 | 3 | 4 | 4 | 3 | | | | 16 | $1,615.00 |
| 2.8 | COORDINATE WITH GOVERMENTAL AND OTHERS REQUIRING APPROVEAL AND PREPARE PERMITS FOR CONSTRUCTION | 1 | 2 | 2 | 9 | 6 | 6 | | | | 26 | $2,410.00 |
| | | | | | | | | | | | | |
| | TOTAL DESIGN PHASE | 11 | 20 | 28 | 46 | 90 | 34 | 6 | 0 | 0 | 235 | |
| | HOURLY RATE | $180.00 | $120.00 | $140.00 | $100.00 | $90.00 | $45.00 | $120.00 | $130.00 | $70.00 | | |
| | SUB-TOTAL PHASE 2 | $1,980.00 | $2,400.00 | $3,920.00 | $4,600.00 | $8,100.00 | $1,530.00 | $720.00 | $0.00 | $0.00 | | $23,250.00 |
| | **3. COMPLETION OF BID ADVERTISEMENT, CONTRACT AWARD AND NOTICE TO PROCEED PHASE** | | | | | | | | | | | |
| 3.1 | PRE-CONSTRUCTION CONFERENCE AND ASSISTANCE | 1 | 3 | 2 | | 4 | 1 | | | 2 | 13 | $1,365.00 |
| 3.2 | CONDUCT PERIODIC INSPECTIONS | | | 4 | | | | | | 40 | 44 | $3,360.00 |
| 3.3 | ASSIST WITH CONFLICTS AND RFI REQUESTS | | | 2 | | 3 | | | | | 5 | $550.00 |
| 3.4 | REVIEW SHOP DRAWINGS | | | 1 | | 2 | | | | | 3 | $320.00 |
| 3.5 | CONDUCT FINAL INSPECTION | | | 2 | | | | | | 2 | 4 | $420.00 |
| 3.6 | PREPARE PUNCH LIST | | | 1 | | 2 | | | | 2 | 5 | $460.00 |
| 3.7 | PREPARE AS-BUILT PLANS | | | | | 4 | | | | 2 | 6 | $500.00 |
| | | | | | | | | | | | | |
| | TOTAL CONSTRUCTION PHASE | 1 | 3 | 12 | 0 | 15 | 1 | 0 | 0 | 48 | 80 | |
| | HOURLY RATE | $180.00 | $120.00 | $140.00 | $100.00 | $90.00 | $45.00 | $120.00 | $130.00 | $70.00 | | |
| | SUB-TOTAL PHASE 3 | $180.00 | $360.00 | $1,680.00 | $0.00 | $1,350.00 | $45.00 | $0.00 | $0.00 | $3,360.00 | | $6,975.00 |

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **4. SUBMITTAL OF AS BUILT PLANS TO LOCALITY PHASE:** | | | | | | | | | | | |
| 4.1 | SURVEY FOR AS BUILT PLANS | | | 1 | | | | 2 | 12 | | 15 | $1,940.00 |
| 4.2 | DRAFTING OF AS BUILT PLANS | | | | | 12 | | | | | 12 | $1,080.00 |
| 4.3 | REVIEW AS BUILT PLANS | | | 1 | 2 | 2 | | | | 1 | 6 | $590.00 |
| 4.4 | SUBMIT AS BUILT PLANS TO OWNER | | | | | | 2 | 2 | | | 4 | $330.00 |
| 4.5 | CLOSE OUT DOCUMENTS TO OWNER | 1 | 1 | 1 | | 2 | 2 | | | | 7 | $710.00 |
| | | | | | | | | | | | | |
| | TOTAL DESIGN PHASE | 1 | 1 | 3 | 2 | 16 | 4 | 4 | 12 | 1 | 44 | |
| | HOURLY RATE | $180.00 | $120.00 | $140.00 | $100.00 | $90.00 | $45.00 | $120.00 | $130.00 | $70.00 | | |
| | SUB-TOTAL PHASE 2 | $180.00 | $120.00 | $420.00 | $200.00 | $1,440.00 | $180.00 | $480.00 | $1,560.00 | $70.00 | | $4,650.00 |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | **TOTAL ENGINEERING BASIC SERVICES LABOR COST** | $3,240.00 | $3,720.00 | $7,700.00 | $5,800.00 | $14,580.00 | $2,070.00 | $1,800.00 | $4,160.00 | $3,430.00 | | **$46,500.00** |
| | **TOTAL ENGINEERING BASIC SERVICES LABOR COST FOR ALL CLASSIFICATIONS** | **$46,500.00** | | | | | | | | | | |
| | | | | | | | | | | | | |
| | **TOTAL COST** | **$46,500.00** | | | | | | | | | | |

## Evangelina Garcia

**From:** Noe Montez [noe.montez@co.hidalgo.tx.us]
**Sent:** Wednesday, August 17, 2011 2:24 PM
**To:** 'Evangelina Garcia'
**Subject:** Emailing: G&M work auth #3 inv#4674 & #4675
**Attachments:** G&M work auth #3 inv#4674 & #4675.pdf

As per our previous conversation please place these on the next CC agenda for approval for payment. Realizing that Lupita Garza is on vacation we need to attempt to get these approved subject to audit procedures.

Thanks for your help.
Your message is ready to be sent with the following file or link attachments:

G&M work auth #3 inv#4674 & #4675

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

**Guzman & Muñoz Engineering & Surveying, Inc.**
2020 E. Expressway 83
Mercedes, Texas 78570
956-565-4637
Fax 956-565-4636

# INVOICE

**INVOICE #4674**
**DATE: 8/10/2011**

**BIII TO:**
**Hidalgo County Pct 1**
**1902 Joe Stephens Ave.**
**Weslaco, Texas 78596**

***FOR:***
***Drainage Improvement to Mile 6 North & Anastasia Road***
***(Sunrise Subdivision)***
***Contract No. C-11-111-04-19***
***Work Order # 3-Purchase Order # 657599***
***$32,700***

| DESCRIPTION | CONTRACT AMOUNT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPLETE | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| | | | | | | |
| Preliminary Eng. Plans & Specs Approved By locality (25%) | $8,175.00 | $8,175.00 | $0 | $8,175.00 | 100% | $0 |
| Plans & Specs Approved By Regulatory Agencies (50%) | $16,350.00 | $0 | $16,350.00 | $16,350.00 | 100% | $0 |
| Completion of Bid advertisement, contract award and notice to proceed. (15%) | $4,905.00 | $0 | $0 | $0 | 0% | $4,905.00 |
| Submittal of As Built plans to locality (10%) | $3,270.00 | $0 | $0 | $0 | 0% | $3,270.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| **Totals** | $32,700.00 | $8,175.00 | $16,350.00 | $24,525.00 | 75% | $8,175.00 |

P.E.
**Project Manager's Signature**

| | |
|---|---|
| **ORGINAL CONTRACT SUM** | **$32,700.00** |
| CHANGE BY CHANGE ORDER | $0.00 |
| CONTRACT SUM TO DATE | $32,700.00 |
| TOTAL COMPLETE TO DATE | $24,525.00 |
| LESS PREVIOUS INVOICES | $8,175.00 |
| **CURRENT PAYMENT DUE** | **$16,350.00** |

1-1342-431-[illegible]-121-041-C 733
P-11651599

INVOICE RECEIVED BY
on 8-17-11
GOODS/SERVICES RECEIVED BY:
on

**GUZMAN MUÑOZ ENGINEERING SURVEYING, INC.**
**2020 E. Expressway 83, Mercedes, Texas 78570**

**Hidalgo County**
**Progress Payment Invoice**

**Contract No.: C-11-111-04-19**

ENGINEERING & SURVEYING FEE ESTIMATE

BASIC SERVICES

**WORK AUTHORIZATION No. 003 - Mile 6 North & Anastasia Road**

| GMES TASK | DESCRIPTION OF WORK TASK | TYPE OF SERVICE | TOTAL COST PER TASK | PERCENT COMPLETE TO DATE | AMOUNT EARNED TO DATE | PREVIOUSLY BILLED | CURRENT BILLING |
|---|---|---|---|---|---|---|---|
| | **1. PRELIMINARY ENGINEERING PLANS & SPECIFICATIONS APPROVED BY LOCALITY PHASE:** | | | | | | |
| 1.1 | PRELIMINARY PROJECT KICK-OFF MEETING | BASIC | $680.00 | 100% | $680.00 | $680.00 | $0.00 |
| 1.2 | OBTAIN EXISTING PLANS AND REPORTS | BASIC | $930.00 | 100% | $930.00 | $930.00 | $0.00 |
| 1.3 | REVIEW INFORMATION, PREFORM TOPOGRAPHIC SURVEYING FOR ENGINEERING DESIGN | BASIC | $2,560.00 | 100% | $2,560.00 | $2,560.00 | $0.00 |
| 1.4 | PREPARE PRELIMINARY PLANS AND SPECIFICATIONS | BASIC | $1,820.00 | 100% | $1,820.00 | $1,820.00 | $0.00 |
| 1.5 | PREPARE COST ESTIMATES | BASIC | $620.00 | 100% | $620.00 | $620.00 | $0.00 |
| 1.6 | SUBMIT PLANS & SPECIFICATIONS TO OWNER FOR REVI | BASIC | $1,090.00 | 100% | $1,090.00 | $1,090.00 | $0.00 |
| 1.7 | 1.7 ADDRESS REVIEW COMMENTS FROM OWNER | BASIC | $475.00 | 100% | $475.00 | $475.00 | $0.00 |
| | | | | | | | |
| | SUB-TOTAL PHASE 1 | | $8,175.00 | 100% | $8,175.00 | $8,175.00 | $0.00 |
| | **2. PLANS & SPECIFICATIONS APPROVED BY REGULATORY AGENCIES PHASE:** | | | | | | |
| 2.1 | PREPARE FINAL PLANS | BASIC | $5,100.00 | 100% | $5,100.00 | $0.00 | $5,100.00 |
| 2.2 | CONDUCT QUALITY ASSURANCE AND CONTROL | BASIC | $1,410.00 | 100% | $1,410.00 | $0.00 | $1,410.00 |
| 2.3 | PREPARE FINAL PROJECT SPECIFICATIONS | BASIC | $2,560.00 | 100% | $2,560.00 | $0.00 | $2,560.00 |
| 2.4 | PRESENT FINAL PLANS AND SPECIFICATIONS FOR REVIEV | BASIC | $1,125.00 | 100% | $1,125.00 | $0.00 | $1,125.00 |
| 2.5 | REVISE FINAL PLANS AFTER REVIEW BY REGUATORY AGENCIES | BASIC | $1,370.00 | 100% | $1,370.00 | $0.00 | $1,370.00 |
| 2.6 | PREPARE MATERIALS SCHEDULES FOR OWNER | BASIC | $1,520.00 | 100% | $1,520.00 | $0.00 | $1,520.00 |
| 2.7 | PREPARE FINAL COST ESTIMATE | BASIC | $1,275.00 | 100% | $1,275.00 | $0.00 | $1,275.00 |
| 2.8 | COORDINATE WITH GOVERMENTAL AND OTHERS REQUIRING APPROVEAL AND PREPARE PERMITS FOR CONSTRUCTION | BASIC | $1,990.00 | 100% | $1,990.00 | $0.00 | $1,990.00 |
| | | | | | | | |
| | SUB-TOTAL PHASE 2 | | $16,350.00 | 100% | $16,350.00 | $0.00 | $16,350.00 |

**GUZMAN MUÑOZ ENGINEERING SURVEYING, INC.**
**2020 E. Expressway 83, Mercedes, Texas 78570**

**Hidalgo County**
**Progress Payment Invoice**

**Contract No.: C-11-111-04-19**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | **3. COMPLETION OF BID ADVERTISEMENT, CONTRACT AWARD AND NOTICE TO PROCEED PHASE** | | | | | | |
| 3.1 | PRE-CONSTRUCTION CONFERENCE AND ASSISTANCE | BASIC | $945.00 | 0% | $0.00 | $0.00 | $0.00 |
| 3.2 | CONDUCT PERIODIC INSPECTIONS | BASIC | $2,170.00 | 0% | $0.00 | $0.00 | $0.00 |
| 3.3 | ASSIST WITH CONFLICTS AND RFI REQUESTS | BASIC | $410.00 | 0% | $0.00 | $0.00 | $0.00 |
| 3.4 | REVIEW SHOP DRAWINGS | BASIC | $320.00 | 0% | $0.00 | $0.00 | $0.00 |
| 3.5 | CONDUCT FINAL INSPECTION | BASIC | $280.00 | 0% | $0.00 | $0.00 | $0.00 |
| 3.6 | PREPARE PUNCH LIST | BASIC | $460.00 | 0% | $0.00 | $0.00 | $0.00 |
| 3.7 | PREPARE AS-BUILT PLANS | BASIC | $320.00 | 0% | $0.00 | $0.00 | $0.00 |
| | | | | | | | |
| | SUB-TOTAL PHASE 3 | | $4,905.00 | 0% | $0.00 | $0.00 | $0.00 |
| | **4. SUBMITTAL OF AS BUILT PLANS TO LOCALITY PHASE:** | | | | | | |
| 4.1 | SURVEY FOR AS BUILT PLANS | BASIC | $1,280.00 | 0% | $0.00 | $0.00 | $0.00 |
| 4.2 | DRAFTING OF AS BUILT PLANS | BASIC | $540.00 | 0% | $0.00 | $0.00 | $0.00 |
| 4.3 | REVIEW AS BUILT PLANS | BASIC | $400.00 | 0% | $0.00 | $0.00 | $0.00 |
| 4.4 | SUBMIT AS BUILT PLANS TO OWNER | BASIC | $330.00 | 0% | $0.00 | $0.00 | $0.00 |
| 4.5 | CLOSE OUT DOCUMENTS TO OWNER | BASIC | $720.00 | 0% | $0.00 | $0.00 | $0.00 |
| | | | | | | | |
| | SUB-TOTAL PHASE 2 | | $3,270.00 | 0% | $0.00 | $0.00 | $0.00 |
| | | | | | | | |
| | **TOTAL ENGINEERING SERVICES LABOR COST** | | **$32,700.00** | **75.00%** | **$24,525.00** | **$8,175.00** | **$16,350.00** |
| | | | | | | | |
| | **AMOUNT DUE THIS INVOICE:** | | | | | **$16,350.00** | |

# EXHIBIT D
## TASKS FEES BY MANHOURS & RATES

ENGINEERING & SURVEYING FEE ESTIMATE

BASIC SERVICES

### WORK AUTHORIZATION No. 003 - Mile 6 North & Anastasia Road

| GMES TASK | DESCRIPTION OF WORK TASK | PRINCIPAL HOURS | PROJECT ENGINEER HOURS | PROJECT MANAGER HOURS | EIT HOURS | TECH / CADD HOURS | CLERICAL HOURS | SURVEYOR HOURS | 3 PERSON SURVEY CREW | INSPECTOR HOURS | TOTAL HOURS | TOTAL COST PER TASK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **1. PRELIMINARY ENGINEERING PLANS & SPECIFICATIONS APPROVED BY LOCALITY PHASE:** | | | | | | | | | | | |
| 1.1 | PRELIMINARY PROJECT KICK-OFF MEETING | 1 | 1 | 2 | 1 | | | | | | 5 | $680.00 |
| 1.2 | OBTAIN EXISTING PLANS AND REPORTS | | | 2 | 2 | 4 | 2 | | | | 10 | $930.00 |
| 1.3 | REVIEW INFORMATION, PREFORM TOPOGRAPHIC SURVEYING FOR EDGINEERING DESIGN, SCOPE FOR GEOTECHNICAL | | 1 | | | | | 3 | 16 | | 20 | $2,560.00 |
| 1.4 | PREPARE PRELIMINARY PLANS AND SPECIFICATIONS | 1 | 1 | 1 | 3 | 12 | | | | | 18 | $1,820.00 |
| 1.5 | PREPARE COST ESTIMATES | | 1 | 1 | | 3 | 2 | | | | 7 | $620.00 |
| 1.6 | SUBMIT PLANS & SPECIFICATIONS TO OWNER FOR REVIEW | 1 | 1 | 1 | 2 | 4 | 2 | | | | 11 | $1,090.00 |
| 1.7 | 1.7 ADDRESS REVIEW COMMENTS FROM OWNER | | | 1 | 2 | 1 | 1 | | | | 5 | $475.00 |
| | | | | | | | | | | | | |
| | TOTAL PRELIMINARY PHASE | 3 | 5 | 8 | 10 | 24 | 7 | 3 | 16 | 0 | 76 | |
| | HOURLY RATE | $180.00 | $120.00 | $140.00 | $100.00 | $90.00 | $45.00 | $120.00 | $130.00 | $70.00 | | |
| | SUB-TOTAL PHASE 1 | $540.00 | $600.00 | $1,120.00 | $1,000.00 | $2,160.00 | $315.00 | $360.00 | $2,080.00 | $0.00 | | $8,175.00 |
| | **2. PLANS & SPECIFICATIONS APPROVED BY REGULATORY AGENCIES PHASE:** | | | | | | | | | | | |
| 2.1 | PREPARE FINAL PLANS | 1 | 2 | 4 | 4 | 32 | 8 | 4 | | | 55 | $5,100.00 |
| 2.2 | CONDUCT QUALITY ASSURANCE AND CONTROL | | 1 | 2 | 2 | 4 | 2 | 3 | | | 14 | $1,410.00 |
| 2.3 | PREPARE FINAL PROJECT SPECIFICATIONS | | 2 | 2 | 6 | 12 | 8 | | | | 30 | $2,560.00 |
| 2.4 | PRESENT FINAL PLANS AND SPECIFICATIONS FOR REVIEW | | 2 | 2 | 2 | 4 | 1 | | | | 11 | $1,125.00 |
| 2.5 | REVISE FINAL PLANS AFTER REVIEW BY REGULATORY AGENCIES | | 2 | 2 | 4 | 4 | 2 | | | | 14 | $1,370.00 |
| 2.6 | PREPARE MATERIALS SCHEDULES FOR OWNER | | 1 | 2 | 4 | 6 | 4 | | | | 17 | $1,520.00 |
| 2.7 | PREPARE FINAL COST ESTIMATE | 1 | 1 | 2 | 2 | 4 | 3 | | | | 13 | $1,275.00 |
| 2.8 | COORDINATE WITH GOVERMENTAL AND OTHERS REQUIRING APPROVEAL AND PREPARE PERMITS FOR CONSTRUCTION | 1 | 1 | 2 | 6 | 6 | 6 | | | | 22 | $1,990.00 |
| | | | | | | | | | | | | |
| | TOTAL DESIGN PHASE | 3 | 12 | 18 | 30 | 72 | 34 | 7 | 0 | 0 | 176 | |
| | HOURLY RATE | $180.00 | $120.00 | $140.00 | $100.00 | $90.00 | $45.00 | $120.00 | $130.00 | $70.00 | | |
| | SUB-TOTAL PHASE 2 | $540.00 | $1,440.00 | $2,520.00 | $3,000.00 | $6,480.00 | $1,530.00 | $840.00 | $0.00 | $0.00 | | $16,350.00 |
| | **3. COMPLETION OF BID ADVERTISEMENT, CONTRACT AWARD AND NOTICE TO PROCEED PHASE** | | | | | | | | | | | |
| 3.1 | PRE-CONSTRUCTION CONFERENCE AND ASSISTANCE | 1 | 1 | 2 | | 2 | 1 | | | 2 | 9 | $945.00 |
| 3.2 | CONDUCT PERIODIC INSPECTIONS | | | 1 | | | | | | 29 | 30 | $2,170.00 |
| 3.3 | ASSIST WITH CONFLICTS AND RFI REQUESTS | | | 1 | | 3 | | | | | 4 | $410.00 |
| 3.4 | REVIEW SHOP DRAWINGS | | | 1 | | 2 | | | | | 3 | $320.00 |
| 3.5 | CONDUCT FINAL INSPECTION | | | 1 | | | | | | 2 | 3 | $280.00 |
| 3.6 | PREPARE PUNCH LIST | | | 1 | | 2 | | | | 2 | 5 | $460.00 |
| 3.7 | PREPARE AS-BUILT PLANS | | | | | 2 | | | | 2 | 4 | $320.00 |
| | | | | | | | | | | | | |
| | TOTAL CONSTRUCTION PHASE | 1 | 1 | 7 | 0 | 11 | 1 | 0 | 0 | 37 | 58 | |
| | HOURLY RATE | $180.00 | $120.00 | $140.00 | $100.00 | $90.00 | $45.00 | $120.00 | $130.00 | $70.00 | | |
| | SUB-TOTAL PHASE 3 | $180.00 | $120.00 | $980.00 | $0.00 | $990.00 | $45.00 | $0.00 | $0.00 | $2,590.00 | | $4,905.00 |

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **4. SUBMITTAL OF AS BUILT PLANS TO LOCALITY PHASE:** | | | | | | | | | | | |
| 4.1 | SURVEY FOR AS BUILT PLANS | | | | | | | 2 | 8 | | 10 | $1,280.00 |
| 4.2 | DRAFTING OF AS BUILT PLANS | | | | | 6 | | | | | 6 | $540.00 |
| 4.3 | REVIEW AS BUILT PLANS | | | 1 | 1 | 1 | | | | 1 | 4 | $400.00 |
| 4.4 | SUBMIT AS BUILT PLANS TO OWNER | | | | | | 2 | 2 | | | 4 | $330.00 |
| 4.5 | CLOSE OUT DOCUMENTS TO OWNER | 1 | 1 | 1 | 1 | 1 | 2 | | | | 7 | $720.00 |
| | | | | | | | | | | | | |
| | TOTAL DESIGN PHASE | 1 | 1 | 2 | 2 | 8 | 4 | 4 | 8 | 1 | 31 | |
| | HOURLY RATE | $180.00 | $120.00 | $140.00 | $100.00 | $90.00 | $45.00 | $120.00 | $130.00 | $70.00 | | |
| | SUB-TOTAL PHASE 2 | $180.00 | $120.00 | $280.00 | $200.00 | $720.00 | $180.00 | $480.00 | $1,040.00 | $70.00 | | $3,270.00 |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | TOTAL ENGINEERING BASIC SERVICES LABOR COST | $1,440.00 | $2,280.00 | $4,900.00 | $4,200.00 | $10,350.00 | $2,070.00 | $1,680.00 | $3,120.00 | $2,660.00 | | **$32,700.00** |
| | **TOTAL ENGINEERING BASIC SERVICES LABOR COST FOR ALL CLASSIFICATIONS** | **$32,700.00** | | | | | | | | | | |
| | | | | | | | | | | | | |
| | **TOTAL COST** | **$32,700.00** | | | | | | | | | | |

Guzman & Muñoz Engineering & Surveying, Inc.
2020 E. Expressway 83
Mercedes, Texas 78570
956-565-4637
Fax 956-565-4636

# INVOICE

INVOICE #4675
DATE: 8/10/2011

BILL TO:
Hidalgo County Pct 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

*FOR:*
*Drainage Improvement to Mile 6 North & Anastasia Road*
*(Sunrise Subdivision)*
*Contract No. C-11-111-04-19*
*Work Order # 3-Purchase Order # 657599*
*$32,700*

| DESCRIPTION | CONTRACT AMOUNT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPLETE | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| Preliminary Eng. Plans & Specs Approved By locality (25%) | $8,175.00 | $0 | $8,175.00 | $8,175.00 | 100% | $0 |
| Plans & Specs Approved By Regulatory Agencies (50%) | $16,350.00 | $0 | $0 | $0 | 0% | $16,350.00 |
| Completion of Bid advertisement, contract award and notice to proceed. (15%) | $4,905.00 | $0 | $0 | $0 | 0% | $4,905.00 |
| Submittal of As Built plans to locality (10%) | $3,270.00 | $0 | $0 | $0 | 0% | $3,270.00 |
| Totals | $32,700.00 | $0 | $8,175.00 | $8,175.00 | 25% | $24,525.00 |

[redacted]

Project Manager's Signature

| | |
|---|---|
| **ORGINAL CONTRACT SUM** | **$32,700.00** |
| CHANGE BY CHANGE ORDER | $0.00 |
| CONTRACT SUM TO DATE | $32,700.00 |
| TOTAL COMPLETE TO DATE | $8,175.00 |
| LESS PREVIOUS INVOICES | $0.00 |
| **CURRENT PAYMENT DUE** | **$8,175.00** |

1-1342-431-00-121-041-0-733
PO 657599

INVOICE RECEIVED BY
Norma T on 8-17-11
GOODS/SERVICES RECEIVED BY
_____ on _____

**GUZMAN MUÑOZ ENGINEERING SURVEYING, INC.**
**2020 E. Expressway 83, Mercedes, Texas 78570**

**Hidalgo County**
**Progress Payment Invoice**

**Contract No.: C-11-111-04-19**

ENGINEERING & SURVEYING FEE ESTIMATE

BASIC SERVICES

**WORK AUTHORIZATION No. 003 - Mile 6 North & Anastasia Road**

| GMES TASK | DESCRIPTION OF WORK TASK | TYPE OF SERVICE | TOTAL COST PER TASK | COMPLETE TO DATE | EARNED TO DATE | PREVIOUSLY BILLED | CURRENT BILLING |
|---|---|---|---|---|---|---|---|
| | **1. PRELIMINARY ENGINEERING PLANS & SPECIFICATIONS APPROVED BY LOCALITY PHASE:** | | | | | | |
| 1.1 | PRELIMINARY PROJECT KICK-OFF MEETING | BASIC | $680.00 | 100% | $680.00 | $0.00 | $680.00 |
| 1.2 | OBTAIN EXISTING PLANS AND REPORTS | BASIC | $930.00 | 100% | $930.00 | $0.00 | $930.00 |
| 1.3 | REVIEW INFORMATION, PREFORM TOPOGRAPHIC SURVEYING FOR ENGINEERING DESIGN | BASIC | $2,560.00 | 100% | $2,560.00 | $0.00 | $2,560.00 |
| 1.4 | PREPARE PRELIMINARY PLANS AND SPECIFICATIONS | BASIC | $1,820.00 | 100% | $1,820.00 | $0.00 | $1,820.00 |
| 1.5 | PREPARE COST ESTIMATES | BASIC | $620.00 | 100% | $620.00 | $0.00 | $620.00 |
| 1.6 | SUBMIT PLANS & SPECIFICATIONS TO OWNER FOR RE | BASIC | $1,090.00 | 100% | $1,090.00 | $0.00 | $1,090.00 |
| 1.7 | 1.7 ADDRESS REVIEW COMMENTS FROM OWNER | BASIC | $475.00 | 100% | $475.00 | $0.00 | $475.00 |
| | | | | | | | |
| | SUB-TOTAL PHASE 1 | | $8,175.00 | 100% | $8,175.00 | $0.00 | $8,175.00 |
| | **2. PLANS & SPECIFICATIONS APPROVED BY REGULATORY AGENCIES PHASE:** | | | | | | |
| 2.1 | PREPARE FINAL PLANS | BASIC | $5,100.00 | 0% | $0.00 | $0.00 | $0.00 |
| 2.2 | CONDUCT QUALITY ASSURANCE AND CONTROL | BASIC | $1,410.00 | 0% | $0.00 | $0.00 | $0.00 |
| 2.3 | PREPARE FINAL PROJECT SPECIFICATIONS | BASIC | $2,560.00 | 0% | $0.00 | $0.00 | $0.00 |
| 2.4 | PRESENT FINAL PLANS AND SPECIFICATIONS FOR REV | BASIC | $1,125.00 | 0% | $0.00 | $0.00 | $0.00 |
| 2.5 | REVISE FINAL PLANS AFTER REVIEW BY REGUATORY AGENCIES | BASIC | $1,370.00 | 0% | $0.00 | $0.00 | $0.00 |
| 2.6 | PREPARE MATERIALS SCHEDULES FOR OWNER | BASIC | $1,520.00 | 0% | $0.00 | $0.00 | $0.00 |
| 2.7 | PREPARE FINAL COST ESTIMATE | BASIC | $1,275.00 | 0% | $0.00 | $0.00 | $0.00 |
| 2.8 | COORDINATE WITH GOVERMENTAL AND OTHERS REQUIRING APPROVEAL AND PREPARE PERMITS FOR CONSTRUCTION | BASIC | $1,990.00 | 0% | $0.00 | $0.00 | $0.00 |
| | | | | | | | |
| | SUB-TOTAL PHASE 2 | | $16,350.00 | 0% | $0.00 | $0.00 | $0.00 |

**GUZMAN MUÑOZ ENGINEERING SURVEYING, INC.**
**2020 E. Expressway 83, Mercedes, Texas 78570**

**Hidalgo County**
**Progress Payment Invoice**

**Contract No.: C-11-111-04-19**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | **3. COMPLETION OF BID ADVERTISEMENT, CONTRACT AWARD AND NOTICE TO PROCEED PHASE** | | | | | | |
| 3.1 | PRE-CONSTRUCTION CONFERENCE AND ASSISTANCE | BASIC | $945.00 | 0% | $0.00 | $0.00 | $0.00 |
| 3.2 | CONDUCT PERIODIC INSPECTIONS | BASIC | $2,170.00 | 0% | $0.00 | $0.00 | $0.00 |
| 3.3 | ASSIST WITH CONFLICTS AND RFI REQUESTS | BASIC | $410.00 | 0% | $0.00 | $0.00 | $0.00 |
| 3.4 | REVIEW SHOP DRAWINGS | BASIC | $320.00 | 0% | $0.00 | $0.00 | $0.00 |
| 3.5 | CONDUCT FINAL INSPECTION | BASIC | $280.00 | 0% | $0.00 | $0.00 | $0.00 |
| 3.6 | PREPARE PUNCH LIST | BASIC | $460.00 | 0% | $0.00 | $0.00 | $0.00 |
| 3.7 | PREPARE AS-BUILT PLANS | BASIC | $320.00 | 0% | $0.00 | $0.00 | $0.00 |
| | | | | | | | |
| | SUB-TOTAL PHASE 3 | | $4,905.00 | 0% | $0.00 | $0.00 | $0.00 |
| | **4. SUBMITTAL OF AS BUILT PLANS TO LOCALITY PHASE:** | | | | | | |
| 4.1 | SURVEY FOR AS BUILT PLANS | BASIC | $1,280.00 | 0% | $0.00 | $0.00 | $0.00 |
| 4.2 | DRAFTING OF AS BUILT PLANS | BASIC | $540.00 | 0% | $0.00 | $0.00 | $0.00 |
| 4.3 | REVIEW AS BUILT PLANS | BASIC | $400.00 | 0% | $0.00 | $0.00 | $0.00 |
| 4.4 | SUBMIT AS BUILT PLANS TO OWNER | BASIC | $330.00 | 0% | $0.00 | $0.00 | $0.00 |
| 4.5 | CLOSE OUT DOCUMENTS TO OWNER | BASIC | $720.00 | 0% | $0.00 | $0.00 | $0.00 |
| | | | | | | | |
| | SUB-TOTAL PHASE 2 | | $3,270.00 | 0% | $0.00 | $0.00 | $0.00 |
| | | | | | | | |
| | **TOTAL ENGINEERING SERVICES LABOR COST** | | **$32,700.00** | **25.00%** | **$8,175.00** | **$0.00** | **$8,175.00** |
| | | | | | | | |
| | **AMOUNT DUE THIS INVOICE:** | | | | | **$8,175.00** | |

## *CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS*

**PROJECT:** **PROJECT NO.**
**OWNER:**
**CONTRACTOR:**
**ENGINEER:**

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

**EXCEPTIONS:** (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

**CONTRACTOR**

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Form L

Contractor Name

Starting Date

Project Ending Date

Engineer's / County Project Description

Application No.:

Application Date:

Period To:

Engineer's / County Project No.:

| No. | Item Code | Description | Unit | Original Schedule Value | | | Revised Rates | Value | | First Month | | | Second Month | | | Third Month | | | Total to Date | Balance To Finish | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Original Rates | Quan | Dollars | | Quan | Dollars | Monthly Quan | QTY to Date | Item Cost (Monthly) | Monthly Quan | QTY to Date | Item Cost (Monthly) | Monthly Quan | QTY to Date | Item Cost (Monthly) | | Quan | Dollars |
| | | **(905) ROADWAY** | | | | | | | | | | | | | | | | | | | |
| 1 | 100 | Preparation of Right-of-Way | Sta | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 2 | 152 | 6" road Grader Work(Dens Cont.) Subgrade | SY | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 3 | 247 | 6" FL BS(Compl in Plac) | S.Y. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 4 | 310 | Asph. Matrl. (MC-30) | Gal | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 5 | 340 | Asph. Conc. Ty D | S.Y. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 6 | 500 | Mobilization | L.S. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 7 | 502 | Barricades, Signs and Traffic Handling | Mo | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 8 | 530 | Turnouts | Ea | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 9 | 5249 | Tem Sedmt Cont Fence (Installed) | L.F. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 10 | 5249 | Tem Sedmt Cont Fence Handling (Removed) | L.F. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | | 0 | - | - | - | - | - | 0.0 | 0.0 |
| | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | |
| | | **Total Roadway** | | | | - | | | - | | | - | | | - | | | - | - | 0.0 | 0.0 |
| | | **(906) DRAINAGE** | | | | | | | | | | | | | | | | | | | |
| 11 | 530 | Drvwys (Asph Conc Pav) (PRB) | S.Y. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 12 | 247 | Drvwys Flexible Base | S.Y. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 13 | 556 | 8" Storm Drain | L.F. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 14 | 556 | 18" RCP Storm Drain | L.F. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 15 | 465 | Ty "A" Inlets | Ea. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 16 | 465 | Concrete Manhole | Ea. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 17 | | 15" R.C.P. | L.F. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 18 | | Ty "A" Inlets | Ea. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 19 | | Manhole | Ea | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 20 | | 6.0" Valley Gutter | L.F. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| | | **Total Drainage** | | | | - | | | | | | - | | | - | | | - | - | | |
| | | | | | | | | | | | | | | | | | | | | | |
| | | **TOTAL BASE AMOUNTS:** | | | | - | | | - | | | - | | | - | | | - | - | 0.0 | 0.0 |

Print Name

Date

Signature

**Exhibit E-O**

# CONSTRUCTION IDENTIFICATION SIGN:

Size, 4' – 0" X 8' – 0"
Letters to be brown with beige background

Construction Identification Signs To Be Erected Prior To Beginning of Actual Construction

Wood for Signs Shall Be ¾" Waterproofing Resin Bonded Exterior Grade Plywood (Douglas Fir Plywood Association or Equal)

Payment for Furnishing, Erecting, Maintenance and Removing Construction Identification Signs Will Not Be made Directly. Such Costs Shall be Included in the Overall Bid Submitted.

To Be Erected as Indicated on title Sheet.

Precinct Logo

# Your Tax Dollars at Work
# Hidalgo County Pct. 2
Hector "Tito" Palacios, Commissioner

In Partnership with Texas Department of Transportation

## Eldora Road Street and Drainage Improvements

Hidalgo County Commissioner's Court

| | |
|---|---|
| Ramon Garcia | -County Judge |
| Joel Quintanilla | -Commissioner Pct #1 |
| Hector "Tito" Palacios | -Commissioner Pct #2 |
| Joe M. Flores | -Commissioner Pct #3 |
| Joseph Palacios | -Commissioner Pct #4 |

Project Contractor: _____

Project Engineer: Raul E. Sesin, P.E.

## Moises Salazar

**From:** Martha Salazar [martha.salazar@co.hidalgo.tx.us]
**Sent:** Wednesday, August 17, 2011 1:41 PM
**To:** 'Moises Salazar'
**Subject:** RE: Eldora Rd & Tower Phase I Drainage Improvement Projects

**Importance:** High

Place this e-mail as part of your agenda back-up.

---

**From:** Moises Salazar [mailto:moises.salazar@co.hidalgo.tx.us]
**Sent:** Wednesday, August 17, 2011 11:36 AM
**To:** 'Nora D Cavazos'; martha.salazar@co.hidalgo.tx.us
**Cc:** 'Raul Sesin'; raul.sesin@co.hidalgo.tx.us
**Subject:** RE: Eldora Rd & Tower Phase I Drainage Improvement Projects

We have an agenda ready and will proceed to submit it; however, the backup for this agenda is not complete. We are still lacking to receive Legal Counsel approved contracts for Saenz Utility Contractors. This could cause the agenda to be stopped or moved to the following week. We hope contracts are received no later than noon on Friday in order for us to be able to scan and attach them to the agenda to avoid further delays.

Thank you.

From the desk of:
*Moises Salazar, Buyer II*
Hidalgo County Purchasing Department
(956) 292-7000 Ext. 4863
(956) 292-7612 Fax
moises.salazar@co.hidalgo.tx.us

---

**From:** Nora D Cavazos [mailto:nora.cavazos@hchd.org]
**Sent:** Wednesday, August 17, 2011 10:39 AM
**To:** Moises Salazar; martha.salazar@co.hidalgo.tx.us
**Cc:** 'Raul Sesin'; raul.sesin@co.hidalgo.tx.us
**Subject:** Eldora Rd & Tower Phase I Drainage Improvement Projects

Good Morning,

Commissioner Palacios is requesting confirmation from Purchasing Department that Tower Road Phase I Road and Drainage Improvements Project and Eldora Road Street and Drainage Improvements Project will be on the agenda for Commissioner's Court next week for approval of Construction Contract. Please respond so we may address Commissioner's request.

Any questions, please contact Mr. Sesin at (956) 566-1974 or Commissioner Palacios at (956)221-4466.

Thank you,

**Nora D. Cavazos**
**Administrative Assistant III**
**Hidalgo County Planning Department**
**(956)318-2840**


Please refrain from printing this email unless completely necessary. Go Green!

**AI-28155** **20. D. 1.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Martha L Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

Acceptance and approval of Work Authorization No. 2 in the amount of ($ 7,234.17) submitted by L&G Engineering Laboratory contracted engineering firm for the provisions of "professional laboratory services" for: “Construction Materials Testing” (on an as needed basis) for projects located within Hidalgo County Precinct No. 4, in connection to Contract #C-11-062-04-12 for PROJECT: (ENGLEMAN GARDENS RD & MILE 22 1/2 N. RD CONSTRUCTION).

### BACKGROUND

WA#2-L&G Engineering Laboratory-C-11-062-04-12 (Engleman Gardens Rd & Mi 22 1/2 N Rd Const)
Contract #C-11-062-04-12-L&G Eng Lab-Pct 4

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1200-431-00-124-007-0-73

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

**BUDGETARY IMPACT:**

Available balance as of 8-18-11 $12,814.84
Requisition# 200760

## Attachments

WA#2-L&G Eng Lab-Pct 4

contract#C-11-062-04-12-L&G Eng Lab-Pct 4

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 08/18/2011 10:33 AM |
| Budget & Management | Merlen P. Munoz | 08/18/2011 10:40 AM |
| Manuel Chapa | Manuel Chapa | 08/18/2011 01:46 PM |
| Auditor's Office | Angela Garcia | 08/19/2011 08:35 AM |

Form Started By: Letty Saenz Started On: 08/18/2011 09:29 AM

Final Approval Date: 08/19/2011

# HIDALGO COUNTY

## Professional Engineering Services
## Contract # C-11-062-04-12
## Work Authorization Form

# WORK AUTHORIZATION NO. 2

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L&G ENGINEERING LABORATORY, LLC** professional engineers of Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide **Construction Materials Testing Services for Engleman Gardens Road & Mile 22 ½ N. Road Construction Projects in Hidalgo County Precinct No. Four (4)**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is **$7,234.17**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

**PART 4. FUNDING**

This Work Authorization No. 2 shall be funded through funding source:
Account No. 1-1200-431-00-124-007-0-731
Requisition Number 200760 **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No. 4 Commissioner Joseph Palacios as to content and detail of this Work Authorization No. #2.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4:

BY: Joseph Palacios MD

**PART 8. ACCEPTANCE AND APPROVAL**
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2011.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

Armando J. Garza, P.E.

By: ~~Jacinto Garza,~~ P.E.
Armando J. Garza, P.E.
VICE-PRESIDENT

THE OWNER:
HIDALGO COUNTY

Hon. Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

**LIST OF ATTACHMENTS**

| | |
|---|---|
| ATTACHMENT "A" - | Service to be Provided by the Owner |
| ATTACHMENT "B" - | Services to be Provided by the Engineer |
| ATTACHMENT "C" - | Work Schedule |
| ATTACHMENT "D" - | Cost Proposal |

## ATTACHMENT "A"
## Scope of Services (Owner)

*PROJECT:* **Engleman Gardens Road & Mile 22 ½ N. Road**
**In Hidalgo County Precinct No. Four (4)**

***SERVICES TO BE PROVIDED BY OWNER***

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Engleman Gardens Road & Mile 22 ½ N. Road Construction Project.**

## ATTACHMENT "B"
## Scope of Services (Engineer)

***PROJECT:*** **Engleman Gardens Road & Mile 22 ½ N. Road Construction Projects in Hidalgo County Precinct No. Four (4)**

***GENERAL SCOPE OF WORK***

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

***Construction Materials Testing Services***

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Engleman Gardens Road & Mile 22 ½ N. Road Construction Projects in Hidalgo County Precinct No. Four (4)**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

**Engineering Services**

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

**Scheduling of Services**

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"

## Work Schedule

***PROJECT:*** **Engleman Gardens Road & Mile 22 ½ N. Road Construction Projects in Hidalgo County Precinct No. Four (4)**

*Work Schedule*

**L&G Engineering Laboratory** will provide **Hidalgo County Pct. # 4** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-11-062-04-12.**

**ATTACHMENT "D"**
## Cost Proposal

*PROJECT:* **Engleman Gardens Road & Mile 22 ½ N. Road Construction Projects in Hidalgo County Precinct No. Four (4)**

**See Attached**

# Attachment "D"
# Engleman Gardens Rd. and Mile 22 1/2 N. Roads
# Prepared for Hidalgo County Pct. 4

| | |
|---|---|
| Engleman Gardens Rd. CMT Fees: | $4,672.30 |
| Mile 22 1/2 N. Rd.CMT Fees: | $2,561.87 |
| Total Estimated Fees | $7,234.17 |

# Attachment "I"
# Engleman Gardens Road (approx. 2003' by 28')
# Prepared for Hidalgo County Pct. 4

| | | | | | |
|---|---|---|---|---|---|
| ***Subgrade Testing - Laboratory*** | | | | | |
| Tech Time | 2.5 | Hrs. | $45.07 | $112.68 | |
| Trip Charge | 30 | Mi. | $0.49 | $14.70 | |
| Atterberg | 1 | Ea. | $75.05 | $75.05 | |
| Moisture-Density Determ | 1 | Ea. | $193.92 | $193.92 | |
| Reports | 1 | Ea. | $22.23 | $22.23 | |
| Eng. Spec. | 0.25 | Hr. | $112.61 | $28.15 | |
| Engineer | 0.25 | Hr. | $150.22 | $37.56 | |
| | | | Sub. | **$484.28** | |
| ***Subgrade Field Density Testing*** | | | | | |
| Tech Time | 8 | Hrs. | $45.07 | $360.56 | based |
| Trip Charge | 120 | Mi | $0.49 | $58.80 | on |
| Comp. Test | 16 | Ea. | $22.53 | $360.48 | 4 |
| Reports | 4 | Ea. | $22.23 | $88.92 | trips |
| Eng. Spec. | 1 | Hr. | $112.61 | $112.61 | |
| Engineer | 1 | Hr. | $150.22 | $150.22 | |
| | | | Sub. | **$1,131.59** | |
| ***Roadway Base Materials Testing - Laboratory*** | | | | | |
| Tech Time | 2.5 | Hrs. | $45.07 | $112.68 | |
| Trip Charge | 30 | Mi. | $0.49 | $14.70 | |
| Sieve Analysis | 1 | Ea. | $56.28 | $56.28 | |
| Atterberg | 1 | Ea. | $75.05 | $75.05 | |
| Moisture-Density Determ | 1 | Ea. | $193.92 | $193.92 | |
| Reports | 2 | Ea. | $22.23 | $44.46 | |
| Eng. Spec. | 0.5 | Hr. | $112.61 | $56.31 | |
| Engineer | 0.5 | Hr. | $150.22 | $75.11 | |
| | | | Sub. | **$628.50** | |
| ***Base Material Field Density Testing*** | | | | | |
| Tech Time | 8 | Hrs. | $45.07 | $360.56 | |
| Trip Charge | 120 | Mi | $0.49 | $58.80 | based |
| Comp. Test | 16 | Ea. | $22.53 | $360.48 | on 4 |
| Reports | 4 | Ea. | $22.23 | $88.92 | trips |
| Eng. Spec. | 1 | Hr. | $112.61 | $112.61 | |
| Engineer | 1 | Hr. | $150.22 | $150.22 | |
| | | | Sub. | **$1,131.59** | |
| ***Asphalt Testing-Field and Laboratory*** | | | | | |
| Tech Time | 6 | Hrs. | $55.57 | $333.42 | |
| Trip Charge | 60 | Mi | $0.49 | $29.40 | Field |
| Rolling Patterns | 1 | Ea. | $37.56 | $37.56 | Asphalt |
| %AC-Grad | 1 | Ea. | $219.04 | $219.04 | Testing |
| Reports | 2 | Ea. | $22.23 | $44.46 | |
| Asphalt Thickness | 8 | Ea. | $62.63 | $501.04 | |
| Eng. Spec. | 0.5 | Hr. | $112.61 | $56.31 | |
| Engineer | 0.5 | Hr. | $150.22 | $75.11 | |
| | | | Sub. | **$1,296.34** | |

**Estimated Project Total $4,672.30**

# Attachment "I"
# Mile 22 1/2 N. Road (Approx. 540' x 28')
# Prepared for Hidalgo County Pct. 4

| | | | | | |
|---|---|---|---|---|---|
| ***Subgrade Testing - Laboratory*** | | | | | |
| Tech Time | 2.5 | Hrs. | $45.07 | $112.68 | |
| Trip Charge | 40 | Mi. | $0.49 | $19.60 | |
| Atterberg | 1 | Ea. | $75.05 | $75.05 | |
| Moisture-Density Determ | 1 | Ea. | $193.92 | $193.92 | |
| Reports | 1 | Ea. | $22.23 | $22.23 | |
| Eng. Spec. | 0.25 | Hr. | $112.61 | $28.15 | |
| Engineer | 0.25 | Hr. | $150.22 | $37.56 | |
| | | | Sub. | **$489.18** | |
| ***Subgrade Field Density Testing*** | | | | | |
| Tech Time | 3 | Hrs. | $45.07 | $135.21 | based |
| Trip Charge | 40 | Mi | $0.49 | $19.60 | on |
| Comp. Test | 2 | Ea. | $22.53 | $45.06 | 1 |
| Reports | 2 | Ea. | $22.23 | $44.46 | trip |
| Eng. Spec. | 0.25 | Hr. | $112.61 | $28.15 | |
| Engineer | 0.25 | Hr. | $150.22 | $37.56 | |
| | | | Sub. | **$310.04** | |
| ***Roadway Base Materials Testing - Laboratory*** | | | | | |
| Tech Time | 2.5 | Hrs. | $45.07 | $112.68 | |
| Trip Charge | 40 | Mi. | $0.49 | $19.60 | |
| Sieve Analysis | 1 | Ea. | $56.28 | $56.28 | |
| Atterberg | 1 | Ea. | $75.05 | $75.05 | |
| Moisture-Density Determ | 1 | Ea. | $193.92 | $193.92 | |
| Reports | 2 | Ea. | $22.23 | $44.46 | |
| Eng. Spec. | 0.5 | Hr. | $112.61 | $56.31 | |
| Engineer | 0.5 | Hr. | $150.22 | $75.11 | |
| | | | Sub. | **$633.40** | |
| ***Base Material Field Density Testing*** | | | | | |
| Tech Time | 3 | Hrs. | $45.07 | $135.21 | |
| Trip Charge | 40 | Mi | $0.49 | $19.60 | based |
| Comp. Test | 2 | Ea. | $22.53 | $45.06 | on 1 |
| Reports | 2 | Ea. | $22.23 | $44.46 | trip |
| Eng. Spec. | 0.25 | Hr. | $112.61 | $28.15 | |
| Engineer | 0.25 | Hr. | $150.22 | $37.56 | |
| | | | Sub. | **$310.04** | |
| ***Asphalt Testing-Field and Laboratory*** | | | | | |
| Tech Time | 4 | Hrs. | $55.57 | $222.28 | |
| Trip Charge | 80 | Mi | $0.49 | $39.20 | Field |
| Rolling Patterns | 1 | Ea. | $37.56 | $37.56 | Asphalt |
| %AC-Grad | 1 | Ea. | $219.04 | $219.04 | Testing |
| Reports | 2 | Ea. | $22.23 | $44.46 | |
| Asphalt Thickness | 2 | Ea. | $62.63 | $125.26 | |
| Eng. Spec. | 0.5 | Hr. | $112.61 | $56.31 | |
| Engineer | 0.5 | Hr. | $150.22 | $75.11 | |
| | | | Sub. | **$819.22** | |

**Estimated Project Total $2,561.87**

**THE STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**PROFESSIONAL SERVICES AGREEMENT**
**C-11-062-04-12**

**THIS AGREEMENT** is made effective the **12th** day of **April, 2011** by and between **HIDALGO COUNTY, TEXAS,** ("County") **Precinct No. 4** and **L & G Engineering Laboratory, LLC** of Mercedes, a Texas Corporation ("Laboratory").

**W I T N E S S E T H:**

**WHEREAS**, the County is vested with the responsibility of providing **"Construction Materials Testing"** for **"Hidalgo County Precinct No. 4 Projects" (on an as needed basis)** (the "Services");

**WHEREAS**, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

**WHEREAS**, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a professional laboratory to assist the County by providing the Services;

**WHEREAS**, County has selected the Laboratory to provide the Services within **Hidalgo County Precinct No. 4**, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

**1. Scope of Services.** The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Laboratory agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Laboratory".

**2. Term.** This Agreement is for a period of **one (1) year**, effective **April 12, 2011**, and will expire **April 11, 2012** or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization".

**3. Compensation.** The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 23 herein.

**4. Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

**5. Amendments.** If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to

reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

**6. Reporting.** The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

**7. Ownership of Documents.** Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction

or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

**8. Suspension of Work.** Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

**9. Progress and Coordination.** The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Laboratory's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

**a.** problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

**b.** favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

**10. Independent Contractor.** Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

**11. Subcontracting and Assignment.** The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

**12. Voluntary Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

**13. Insurance.** Laboratory agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

**14. Payment of Franchise Tax.** The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

**15. No Assignment.** Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

**16. Conflict.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to Agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

**17. Termination by County.** If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

**18. No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**19. Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Laboratory, and not otherwise.

**20. Venue.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

**21. Hold Harmless.** In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

**22. Attorney's Fees.** In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement

of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

| | |
|---|---|
| If to County: | County of Hidalgo<br>Attention: County Judge<br>100 East Cano, 2nd Floor<br>Edinburg, Texas 78539 |
| If to Laboratory: | L & G Engineering Laboratory, LLC<br>Attn: Mr. Jacinto Garza, P.E./President<br>2100 West Expressway 83<br>Weslaco, Texas 78570 |

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or, if mailed at such time as it is deposited in the United States mail.

**24. Executions of Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

**25. Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

**26. Gender.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

**27. Authority.** The execution and performance of this Agreement by County and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Laboratory in accordance with its terms.

**28. Professional Seal.** All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

**EXECUTED** as of the day and year first written above.

**COUNTY:**
**COUNTY OF HIDALGO, TEXAS**

By: _____
Hon. Ramon Garcia, County Judge

Approved by Commissioners' Court
on 5/23/11

**LABORATORY:**
**L & G ENGINEERING LABORATORY LLC**

By: _____

Printed Name Jacinto Garza

Title: President / CEO

**ATTEST:**

_____
Arturo Guajardo Jr., County Clerk

***Approved by Commissioners' Court on:*** ***April 12, 2011.***

**APPROVED AS TO FORM:**
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

**ATTACHMENTS:**

| | |
|---|---|
| **EXHIBIT A** | -Scope of Services to be provided by the County |
| **EXHIBIT B** | -Scope of Services to be provided by the Laboratory |
| **EXHIBIT C** | -Laboratory's Rates |
| **EXHIBIT D** | -Work Authorization Form |
| **EXHIBIT E** | -Supplemental Agreement Form |
| **EXHIBIT F** | -Certificates of Insurance |

# EXHIBIT A-1

-Request for Qualifications (RFQ)
Procurement Packet

# PURCHASING DEPARTMENT
County Of Hidalgo

## REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
## HIDALGO COUNTY
(Including all funding sources, programs, and entities)

## "CONSTRUCTION MATERIALS TESTIN G SERVICES"
## RFQ NO: 2010-014-01-13-YZV

1. Request for Qualifications Letter.
2. Request for Qualifications Legal Notice, consisting of 8 pages.
   *(Page 8 must be submitted with response)*
3. Exhibit "A", Requireme nts, consisting of 7 pages.
4. Exhibit "B", Evaluation Criteria, consisting of 3 pages.
   *(Must be submitted with response)*
5. Exhibit "C", Insurance Requirements, consisting of 4 pages.
   *(Must be submitted with response)*
6. Exhibit "D", Conflict of Interest Questionnaire (CIQ), consisting of 1 page.
   *(Must be submitted with response)*
7. Exhibit "E", Proposer's Affidavit, consisting of 1 page.
   *(Must be submitted with response)*
8. Bidder/Vendor Application and Historically Underutilized Business (HUB) Declaration consisting of 2 pages.
   *(Must be submitted with response)*
9. Request for Taxpayers Identification Number and Certification Form (W-9) consisting of 4 pages.
   *(Must be submitted with response)*
10. Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of 1 page.
    *(Must be submitted with response)*
11. Attachment "A" Engineering Laboratories- Schedule of Services and Related Fees and Laboratory Testing Unit Price Schedule, consisting of 4 pages.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent — 12/21/09 Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

# PURCHASING DEPARTMENT
County Of Hidalgo

December 21, 2009

Re: HIDALGO COUNTY
Request For Qualifications (RFQ)-HIDALGO COUNTY-"CON STRUCTION MATERIALS TESTING SERVICES" - RFQ No: 2010-014-01-13-YZV

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

| RFQ NO: 2010-014-01-13-YZV | BUYER: YOLANDA VELASQUEZ | TEL. NO: (956) 318-2626 |
|---|---|---|

# (RFQ) REQUEST FOR QUALIFICATIONS

## HIDALGO COUNTY-
## "CONSTRUCTIO N MATERIALS TESTING SERVICES"

Acceptance Due Date: January 13, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

1. Sealed qualifications will be received for HIDALGO COUNTY –"CONSTRUCTION MATERIALS TESTING SERVICES", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the proposer's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, RFQ – 2010-014-01-13-YZV - HIDALGO COUNTY- "CONSTRUCTION MATERIALS TESTING SERVICES" and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 13, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION. Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment,

proposers are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. No qualification may be withdrawn within sixty (60) days from the scheduled time to open qualifications.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Proposers shall acknowledge receipt of all addenda as a part of their qualification.

10. County reserves the right to accept or reject any or all qualifications.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

15. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
   a) Name and address of successful proposer
   b) Name and address of receiving department or official
   c) Purchase Order Number (if any)
   d) Notation - HIDALGO COUNTY-"CONSTRUCTION MATERIALS TESTING SERVICES"
   e) Descriptive information as to the items or services delivered, Including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR' S OFFICE
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

16. Schedule of Events

| | |
|---|---|
| Qualification Opening, 9:30 A.M. | JANUARY 13, 2010 |
| Award of Contract | _____,2010 |
| Commence Work or Deliver Products | _____,2010 |

17. ~~Bid or Performance Bond~~ and Debarment Certification; ~~Payment Under Contract:~~

. ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ All proposers are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

. ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

. ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

. ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

. ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

19. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the

details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539cHidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.

20. If, during the life of any contract or qualification awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Proposers shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide all documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Qualification
for
HIDALGO COUNTY-
"CONST RUCTION MATERIALS TESTING SERVICES"
RFQ NO: 2010-014-01-13-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Proposer agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting February 9, 2010 and ending February 9, 2011. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of "Hidalgo County-Construction Materials Testing Services" (including all funding sources, Programs, and Entities)-Request For Qualifications" as specified herein. Statements of Qualifications will be accepted until 9:30 A.M., Wednesday, January 13, 2010. **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2010-014-01-13-YZV

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

**The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.**

The following outlines the Request For Qualifications:

## ***SECTION I - GENERAL TERMS AND CONDITIONS***

**ADDITIONAL INFORMATION:** Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

**WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)318-2629 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN** Monday, January 04, 2010 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Wednesday, January 06, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**DISCLOSURE OF CONFLICT OF INTEREST:**
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with

the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**PROPOSER'S AFFIDAVIT:**
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION:**
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:**
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF RFQ's:**
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

**SUBMITTER DEFAULT:**
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**
t is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

**RFQ DELIVERY:**

Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

**SIGNING OF QUALIFICATIONS:**
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

**WAIVING OF INFORMALITIES:**
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:**
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**TERM OF POOL:**
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

**DAVIS BACON ACT:**
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

## *SECTION II - RFQ REQUIREMENTS*

**REQUEST FOR QUALIFICATIONS:**
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ and two (2) CDs in PDF Format shall be submitted to the address on the cover letter.

**UNDERSTANDING OF THE PROJECT:**
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

**FIRM QUALIFICATIONS:**
The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDOT Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

**PERSONNEL AND STAFFING:**
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

**REQUIRED CERTIFICATIONS AND SUBMITTAL:**
This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, TxDOT, etc. The independent Testing Laboratories should add copies of their Professional Liability Insurance.

**SCOPE OF SERVICES:**
The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:
a. Ability to perform Geotechnical Testing/ Investigation/ Drilling
b. Ability to perform Environmental Services
c. Ability to perform Soil Density Testing
d. Ability to perform Surveying and Sampling Soils
e. Ability to perform Materials Testing (Asphaltic and Concrete)
f. Ability to perform Material Testing and Laboratory Analysis
g. Ability to perform Hot Mix Plant Inspections and Testing
h. Ability to perform Transportation Foundation Studies
i. Ability to perform Building Foundation Studies
j. Ability to perform Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k. Average response time from your office to the job site

**PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:**
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

**NUMBER OF COPIES TO BE SUBMITTED:** Hidalgo County requires **one (1) original submittal, seven (7) copies and two (2) CD'S in PDF Format.**

***PART III - SELECTION / EVALUATION***

**SELECTION/EVALUATION PROCESS:**

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. **STAFFING OF PROJECT TEAM**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, drainage/irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff. A list of ongoing project similar in scope under TxDot procurement basis shall be included in an appendix.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
   The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

   - Knowledge, experience, and the equipment to provide the anticipated services
   - Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
   The proposal shall include the following:

   * demonstrate an understanding of the scope of services
   * address appropriate Federal/State/Local regulations and policies
   * identify information to be gathered or obtained

   The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

## 5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

## STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;
2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;
3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

## NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) Attachment "A" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

**RFQ SUBMITTED TO: One (1) original, seven (7) copies, and two (2) CD's in PDF Format** of RFQs should be submitted to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 13, 2010.** All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

**EVALUATION CRITERIA**
**Exhibit "B"**
**Hidalgo County – "Construction Material Testing Services"**
**RFQ No 2010-014-01-13-YZV**

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

**1. STAFFING OF PROJECT TEAM (25)**

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, drainage/irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

**2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20)**

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

**3. METHODOLOGY (20)**

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

**4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**

The proposal shall include the following:

* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

**5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

**EXHIBIT "B"**
**RFQ EVALUATION FORM – RFQ No.2010-014-01-13-YZV**
**HIDALGO COUNTY-"CONSTRUCTION MATERIALS TESTING SERVICES"**

| Selection Criteria | Points | Score |
|---|---|---|
| 1. Staffing of Project Team **(25)** | | |
| ➢ Provide information on their proposed professional team members | 10 | |
| ➢ Experience in performing similar contracts for counties, cities, drainage/irrigation districts, TXDOT etc. | 10 | |
| ➢ A list of various projects for comparative purposes | 5 | |
| Comments/Rationale for points: | **TOTAL:** | |
| | | |
| 2. Experience of Project Team/Ability to Commit Resources **(20)** | | |
| ➢ Designate experienced engineering staff to efficiently perform the work. | 10 | |
| ➢ Identify the project team composition, project leadership, reporting responsibilities etc. | 10 | |
| Comments/Rationale for points: | **TOTAL:** | |
| | | |
| 3. Methodology **(20)** | | |
| ➢ Knowledge, experience, and the equipment to provide the anticipated services | 10 | |
| ➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County | 10 | |
| Comments/Rationale for points: | **TOTAL:** | |
| | | |
| 4. Understanding of Project/Similar Projects **(25)** | | |
| ➢ Demonstrate an understanding of the scope of services | 10 | |
| ➢ Address appropriate Federal/State/Local regulations and policies | 5 | |
| ➢ Identify information to be gathered or obtained | 10 | |
| Comments/Rationale for points: | **TOTAL:** | |
| | | |
| 5. Familiarity with Applicable Rules and Regulations **(10)** | | |
| ➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies | 10 | |
| Comments/Rationale for points: | **TOTAL:** | |
| | | |
| | **TOTAL SCORE:** | |

Provider: _____

Evaluator: _____ Date: _____

# EXHIBIT "C"

## Insurance Requirements
## Professional Services
## (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

**ACORD** **CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

**INSURERS AFFORDING COVERAGE**

INSURER A

INSURER B

INSURER C

INSURER D

INSURER E

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|---|---|---|---|---|---|
| A | GENERAL LIABILITY | | | | |
| | COMMERCIAL GENERAL LIABILITY | | | | EACH OCCURRENCE $ |
| | CLAIMS MADE ☐ OCCUR ☐ | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) $ |
| | | | | | MED EXP (Any one person) $ |
| | | | | | PERSONAL & ADV INJURY $ |
| | | | | | GENERAL AGGREGATE $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC ☐ | | | | PRODUCTS - COMP/OP AGG $ |
| B | AUTOMOBILE LIABILITY | | | | COMBINED SINGLE LIMIT (Ea accident) $ |
| | ANY AUTO | | | | BODILY INJURY (Per person) $ |
| | ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) $ |
| | SCHEDULED AUTOS | | | | PROPERTY DAMAGE (Per accident) $ |
| | HIRED AUTOS | | | | |
| | NON-OWNED AUTOS | | | | |
| | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT $ |
| | ANY AUTO | | | | OTHER THAN AUTO ONLY: EA ACC $ |
| | | | | | AGG $ |
| | EXCESS LIABILITY | | | | EACH OCCURRENCE $ |
| | OCCUR ☐ CLAIMS MADE ☐ | | | | AGGREGATE $ |
| | DEDUCTIBLE | | | | $ |
| | RETENTION $ | | | | $ |
| D | WORKERS COMPENSATION AND EMPLOYER'S LIABILITY | | | | WC STATU-TORY LIMITS ☐ OTH-ER |
| | | | | | E.L. EACH ACCIDENT $ |
| | | | | | E.L. DISEASE - EA EMPLOYEE $ |
| | | | | | E.L. DISEASE - POLICY LIMIT $ |
| | OTHER | | | | |

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

## Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY YOUR PACKET**

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

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

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

# PROPOSER'S AFFIDAVIT
## Exhibit "E"

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION**
**NON-CONFILICT OF INTERST, AND ANTI-LOBBYING**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___.

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us**

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: Disadvantaged Business (At Least 51% Ownership)

☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American
☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women
☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other
☐ More than 500,000 annual gross receipt

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

### LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $ _____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**
___ - ___ - ____

or

**Employer identification number**
__ - _____

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here** | **Signature of U.S. person ▶** | **Date ▶**

## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

## Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

| **IF the payment is for . . .** | **THEN the payment is exempt for . . .** |
|---|---|
| Interest and dividend payments | All exempt recipients except for 9 |
| Broker transactions | Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt recipients 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt recipients 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or single-owner LLC | The owner [3] |
| **For this type of account:** | **Give name and EIN of:** |
| 6. Sole proprietorship or single-owner LLC | The owner [3] |
| 7. A valid trust, estate, or pension trust | Legal entity [4] |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification**
**Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

DRAFT

Attachment "A"

**ENGINEERING LABORATORIES**
**SCHEDULE OF SERVICES AND RELATED FEES AND LABORATORY TESTING UNIT PRICE SCHEDULE**

******TO BE USED POST RANKING BY COMMISSIONERS COURT ONLY******
***refer back to requirements page 7, negotiations process***

| NO. | DESCRIPTION | UNIT COST |
|---|---|---|
| PERSONNEL RATES | | |
| 01 | Soils and Aggregate Technician | $ _____ / Hour |
| 02 | Surveying and Sampling Soils for Highways | $ _____ / Hour |
| 03 | Soils Technician- Density Testing, Radiation Safety Certified | $ _____ / Hour |
| 04 | HMA Level 1-A Certified Technician | $ _____ / Hour |
| 05 | HMA Level 1-B Certified Technician | $ _____ / Hour |
| 06 | ACI Certified Field Grade I Technician<br>A. Includes necessary concrete slump cone, rod, air meter, thermometer | $ _____ / Hour |
| 07 | ACI Certified Field Grade II Technician | $ _____ / Hour |
| 08 | Geotechnical Engineer, P.E. | $ _____ / Hour |
| 09 | Geotechnical Engineer, E.I.T. | $ _____ / Hour |
| 10 | Secretarial, Report Preparation and Reporting | $ _____ / Hour |
| 11 | Logger (In Conjunction with Engineer) | $ _____ / Hour |
| TRAVEL EXPENSE | | |
| 12 | Vehicle Fee Mileage (Applicable for all Trips) | $ _____ / Mile |
| 13 | Mobilization for Truck Mounted Rig, Drill Crew & Support | $ _____ / Mile |
| 14 | Mobilization non standard equipment (4x4 All Terrain Rig) | Cost + _____ % |
| 15 | Barge Mobilization and Rental | Cost + _____ % |
| GEOTECHNICAL DRILLING AND ENGINEERING SERVICES | | |
| 16 | Borings in Soil | $ _____ / Foot |
| 17 | Borings in Soft Rock | $ _____ / Foot |
| 18 | Rock Coring | $ _____ / Foot |
| 19 | Standby Time (Drill Rig and Crew) | $ _____ / Foot |
| 20 | Grout/ Bentonite Backfill | $ _____ / Foot |
| 21 | Dozer/ Clearing Cost | Cost + _____ % |
| 22 | Concrete/Asphalt Patch | $ |
| 23 | Traffic Control/ Signs, Barricades, etc. | Cost + _____ % |
| 24 | All Other Outside Expenses | Cost + _____ % |

| NO. | DESCRIPTION | UNIT COST |
|---|---|---|
| EQUIPMENT EXPENSE | | |
| 25 | Laptop Computer Rental (w/ Printer) | $_____/Day |
| 26 | Laptop Computer Rental (w/ Printer) | $_____/Wk |
| 27 | Laptop Computer Rental (w/ Printer) | $_____/Mo. |
| 28 | Concrete Beam Breaker | $_____/Day |
| 29 | Concrete Beam Breaker | $_____/Wk |
| 30 | Concrete Beam Breaker | $_____/Mo. |
| 31 | Vacuum Extractor | $_____/Mo |
| 32 | Asphalt Thermometer (Provided w/ Technician) | NC |
| 33 | Miscellaneous Expenses | Cost +____% |
| TEX METHOD | TEST DESCRIPTION | UNIT COST |
| SOILS SECTION | | |
| Tex-100-E | Surveying and Sampling Soils for Highways | $_____Hr |
| Tex-103-E | Determination of Moisture Content is Soil Material | $_____Ea |
| Tex-104-E | Determination of Liquid Limit of Soils | $_____Ea |
| Tex-105-E | Determination of Plastic Limit of Soils | $_____Ea |
| Tex-106-E | Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E | $_____Ea |
| Tex-107-E | Determination of Bar Linear Shrinkage of Soils | $_____Ea |
| Tex-108-E | Determination of Specific Gravity of Soils | $_____Ea |
| Tex-110-E | Part I Sieves thru 40<br>Part II Sieves thru 200<br>Additional Sieves | $_____Ea<br>$_____Ea<br>$_____Ea |
| Tex-111-E | Minus 200 Sieve Analysis | $_____Ea |
| Tex-113-E | Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand | $_____Ea |
| Tex-116-E | Ball Mill Method for Determination of the Disintegration of Flexible Base Material | $_____Ea |
| Tex-117-E | Triaxial Compressive Test for<br>Disturbed Soils and Base materials (Part I Standard Method)<br>Disturbed Soils and Base Materials (Part II) | <br>$_____Ea<br>$_____Ea |
| Tex-118-E | Triaxial Compression Test for Undisturbed Samples | $_____Ea |
| Tex-128-E | Determination of Soil pH | $_____Ea |
| Tex-129-E | Method of Test for the Resistivity of Soils Material | $_____Ea |
| HOT MIX SECTION | | |
| Tex-200-F | Sieve Analysis of Fine and Coarse Aggregates (Dry)<br>Sieve Analysis of Fine and Coarse Aggregates (Wet) | $_____Ea<br>$_____Ea |
| Tex-201-F | Bulk Specific Gravity and Water Absorption of Aggregate | $_____Ea |
| Tex-202-F | Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve | $_____Ea |
| Tex-203-F | Sand Equivalent Test | $_____Ea |
| Tex-205-F | Laboratory Method of Mixing Bituminous Mixtures | $_____Ea |

| TEX METHOD | TEST DESCRIPTION | UNIT COST |
|---|---|---|
| Tex-206-F | Method of Compacting Test Specimens of Bituminous Mixtures | $_____Set |
| Tex-207-F | Determination of Density of Compacted Bituminous Mixtures | $_____Ea |
| Tex-208-F | Test for Stabilometer Value of Bituminous Mixtures | $_____Set |
| Tex-210-F | Determination of Asphalt Content of Bituminous Mixtures by Extraction | $_____Ea |
| Tex-212-F | Determination of Moisture Content of Bituminous Mixtures Part II | $_____Ea |
| Tex-217-F | Determination of Deleterious Material and Decantation<br>Test for Coarse Aggregate | $_____Ea<br>$_____Ea |
| Tex-224-F | Determination of Falkiness index | $_____Ea |
| Tex-227-F | Theoretical Maximum Specific Gravity of Bituminous Mixtures | $_____Ea |
| CONCRETE SECTION | | |
| Tex-401-A | Sieve Analysis of Fine and Coarse Aggregate (Dry)<br>Sieve Analysis of Fine and Coarse Aggregate (Wet) | $_____Ea<br>$_____Ea |
| Tex-402-A | Fineness Modulus of Fine Aggregate (In Conjunction with 401-A) | $_____Ea |
| Tex-403-A | Saturated Surface Dry Specific Gravity and Absorption of Aggregates | $_____Ea |
| Tex-404-A | Determination of Unit Mass (Weight) of Aggregates | $_____Ea |
| Tex-405-A | Determination of Percent Solids and Voids in Concrete Aggregate | $_____Ea |
| Tex-406-A | Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates) | $_____Ea |
| Tex-407-A | Method For Sampling Freshly Mixed Concrete (included in hourly technician rate) | $_____Ea |
| Tex-408-A | Organic Impurities in Fine Aggregate for Concrete | $_____Ea |
| Tex-409-A | Free Moisture and Water Absorption in Aggregate for Concrete | $_____Ea |
| Tex-413-A | Determination of Deleterious Materials in Mineral Aggregate | $_____Ea |
| Tex-415-A | Slump of Portland Cement Concrete (Included in hourly technician rate) | N/C |
| Tex-416-A | Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate) | N/C |
| Tex-420-A | Flexural Strength of Concrete (Using Simple Beam Center Point Loading) | $_____Ea |
| Tex-447-A | Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates) | $_____Ea |
| Tex-448-A | Flexural Strength of Concrete (Using Sample Beam Third Point Loading) | $_____Ea |
| Tex-460-A | Determination of Crushed Face Particle Count | $_____Ea |

| TEX METHOD | TEST DESCRIPTION | UNIT COST |
|---|---|---|
| ASPHALT SECTION | | |
| Tex-530-C | Effect of Water on Bituminous Paving Mixtures | $_____Ea |
| Tex-531-C | Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens | $_____Ea |
| OTHER SECTION | Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.) | |

# EXHIBIT A

-Scope of Services to be
Provided by the County

# EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

**General:**

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

# EXHIBIT B

-Scope of Services to be
Provided by the Laboratory

**EXHIBIT "B"**
## Scope of Services

***PROJECT***: Professional "Construction Material Testing" Laboratory Services for: "All Projects in General" (on an as needed basis) within Hidalgo County Precinct No. 4

### *GENERAL SCOPE OF WORK*

The Scope of Work will entail providing **Hidalgo County Precinct No. 4** with **Professional Construction Material Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

***Construction Materials Testing Services***

L&G Engineering Laboratory, L.L.C. will provide **Hidalgo County Precinct No. 4** with Construction Materials Testing Services upon request. The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **Hidalgo County Precinct No. 4.**
- Provide accurate and timely reports to **Hidalgo County Precinct No. 4** and all/other recipients as designated by the Precinct.

**Engineering Services**

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

**Scheduling of Services**

L & G Engineering Laboratory is prepared to make a commitment to **Hidalgo County Precinct No. 4** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

# EXHIBIT C

-Laboratory's Contract Rates

# EXHIBIT "C"
# L&G ENGINEERING LABORATORY, L.L.C.
# LABORATORY RATES FOR FY 2011-2012

## Soils Testing

| | | FY 2011 | FY 2012 |
|---|---|---|---|
| Moisture Content Determination | ASTM D2216 - Tex-103-E | $9.95/Ea. | $10.10/Ea. |
| Determination of Liquid Limit of Soils | Tex-104-E | $50.09/Ea. | $50.84/Ea. |
| Determination of Plastic Limit of Soils | Tex-105-E | $50.09/Ea. | $50.84/Ea. |
| Atterberg Limits of Soils | ASTM D 4318 - Tex-106-E | $75.05/Ea. | $76.18/Ea. |
| Bar Linear Shrinkage of Soils | Tex-107-E | $62.63/Ea. | $63.57/Ea. |
| Material Finer #200 Sieve | ASTM D 1140 -Tex-111-E | $62.63/Ea. | $63.57/Ea. |
| Lime Series Testing | Tex-112-E | $505.93Ea. | $513.52/Ea. |
| Moisture-Density Relationship (TxDOT) | Tex-113-E / Tex-114-E | $200.31/Ea | $203.31/Ea. |
| Standard Proctor | ASTM D 698 | $193.92/Ea. | $196.83/Ea. |
| Modified Proctor | ASTM D 1557 | $200.25/Ea. | $203.25/Ea. |
| Field Density Test (Nuclear) | ASTM D 2950 - Tex-115-E | $22.53/Ea. | $22.87/Ea. |
| Determination of Soil pH | Tex-128-E | $81.40/Ea. | $82.62/Ea. |
| Soil-Lime Testing | Tex-121-E | $150.22/Ea. | $152.47/Ea. |
| Resistivity of Soils | Tex-129-E | $91.05/Ea. | $92.42/Ea. |
| Sieve Analysis (Dry)(4 Sieves) | ASTM C 136 - Tex-200-F | $56.28/Ea. | $57.12/Ea. |
| Sieve Analysis (Washed)(4 Sieve) | ASTM C 136 - Tex-200-F | $68.77/Ea. | $69.80/Ea. |
| Sieve Analysis (Additional Sieves) | ASTM C 136 - Tex-200-F | $12.54/Ea. | $12.73/Ea. |
| Texas Wet Ball Mill (Base Material Quality) | Tex-116-E | $219.09/Ea. | $222.38/Ea. |

## Coarse & Fine Aggregate Quality Testing

| | | | |
|---|---|---|---|
| Decantation Test (Conc. Aggr.) | ASTM C117 - Tex-406-A | $43.80/Ea. | $44.46/Ea. |
| Specific Gravity/Absorp. (Conc. Aggr) | ASTM C127 - Tex-403-A | $68.77/Ea. | $69.80/Ea. |
| 5 Cycle Magnesium Soundness | ASTM C88 - Tex-411-A | $531.91/Ea. | $539.89/Ea. |
| SSD Unit Weight of Aggregates | ASTM C29 - Tex-404-A | $62.63/Ea. | $63.57/Ea. |
| Percent Voids/Solids in Conc. Aggr. | Tex-405-A | $12.48/Ea. | $12.67/Ea. |
| ***(In Conjunction w/ SSD Unit Wt of Aggregates)** | | | |
| Sand Equivalent | ASTM D 2419 - Tex-203-F | $68.77/Ea. | $69.80/Ea. |
| Specific Gravity / Absorption (Fine Aggr.) | ASTM C 128 - Tex -403-A | $75.06/Ea. | $76.19/Ea. |
| Organic Impurities in Fine Aggregate | ASTM C 87 - Tex -408-A | $43.80/Ea. | $44.46/Ea. |
| Fineness Modulus of Fine Aggregate | Tex-402-A | $15.02/Ea. | $15.25/Ea. |
| Acid Insoluble of Fine Aggregate | Tex-612-J | $81.40/Ea. | $82.62/Ea. |

## Concrete/Masonry Field & Laboratory Testing

| | | | |
|---|---|---|---|
| Slump Test | ASTM C 143 - Tex-415-A | **$no charge** | **$no charge** |
| Air Content (Pressure Method) | ASTM C 138 - Tex-416-A | $22.48/Ea. | $22.82/Ea. |
| Air Content (Volumetric) | ASTM C 173 | $25.02/Ea. | $25.40/Ea. |
| Casting of Concrete Cylinders | ASTM C 31 | **$no charge** | **$no charge** |
| Compressive Strength of Cyl. Specimen | ASTM C 39 - Tex-418-A | $15.07/Ea. | $15.22/Ea. |
| Cylindrical Specimen Prep./Hold/Cure | ASTM C 192 | $11.32/Ea. | $11.49/Ea. |
| Casting of Grout Prisms | ASTM C 1019 | **$no charge** | **$no charge** |
| Grout Prism Prep./Cure/Compressive Strength | ASTM C 39 | $31.31./Ea. | $31.78/Ea. |
| Casting of Mortar Cubes | ASTM C 780 | **$no charge** | **$no charge** |
| Mortar Cube Prep./Cure/Compressive Strength | ASTM C 109 | $30.60/Ea. | $31.06/Ea. |
| Masonry Unit Prep. /Compressive Str. (Set of 3) | ASTM C 140 | $218.99/Ea. | $222.27/Ea. |
| Masonry Unit SPG/Abs./Unit Wt. (Set of 3) | ASTM C 140 | $218.99/Ea. | $222.27/Ea. |
| ***(In Conjunction w/ Field Inspection)** | | | |

| **Pavement Thickness / Asphalt Quality** | | **FY 2011** | **FY 2012** |
|---|---|---|---|
| Coring – ACP Thickness | ASTM D 3549 | $62.63/Ea. | $63.57/Ea. |
| Pavement Thickness Determination (Full Depth) | ASTM | $83.33/Ea. | $84.58/Ea. |
| Density of Asphaltic Cores (4 or 6 inch) | Tex-207-F | $68.82/Pr. | $69.85/Ea. |
| Extraction/Sieve Analysis/Asphalt Content | Tex-210-F / Tex-200-F | $219.04/Ea. | $222.33Ea. |
| Asphalt Rolling Pattern (Nuclear Method) | Tex-207-F – Part IV | $37.56/Ea. | $38.12/Ea. |
| Eff. Of Water on Asphalt Mixtures (As Rec'd) | Tex-531-C | $81.40/Ea. | $82.62/Ea. |

| **Pavement Investigation** | **FY 2011** | **FY 2012** |
|---|---|---|
| Core Existing Asphalt for Thickness, Perform Caliche Base Thickness, Sieve Analysis and Plasticity Index, Stabilized Subgrade Thickness and Plasticity Index | $469.29/Ea. | $476.33/Ea. |

**L&G Engineering Laboratory provides Technical and Engineering services at the rates listed below.**

| | | | |
|---|---|---|---|
| **Personnel:** | Engineer (Principal) | $150.22/Hr. | $152.47/Hr. |
| | Engineering Specialist | $112.61/Hr. | $114.30/Hr. |
| | Technician (Soils) | $45.07/Hr. | $45.75/Hr. |
| | Technician (Concrete) | $57.55/Hr. | $58.41/Hr. |
| | Technician (Asphalt) | $57.55/Hr. | $58.41/Hr. |

| **Engineering Review, Evaluation, Management & Administration** | **FY 2011** | **FY 2012** |
|---|---|---|
| Test Report | $22.23/Ea. | $22.56/Ea. |

The specific hourly rate within each classification listed above depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

| | | | |
|---|---|---|---|
| **Expenses:** | Mileage | .49/Mi | .50/Mi. |

All other project specific, third-party costs will be charged at cost plus 10 percent.
Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become pas due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 ½ percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

**^^Fees adjusted approximately 1.5% annually.**

# EXHIBIT D

-Work Authorization Form

# EXHIBIT "D"
## HIDALGO COUNTY
## Professional Construction Material Testing Laboratory Services
## Agreement #C-11-062-04-12
## Work Authorization Form

# WORK AUTHORIZATION NO. ____

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional Laboratory's of_____ Texas, hereinafter called "**Laboratory**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Laboratory** to provide_____.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Laboratory** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

**PART 3. PAYMENT**

Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

**PART 4. FUNDING**

This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No.4, Commissioner, Oscar L. Garza, Jr., as to content and detail of this Work Authorization No. ___.

**HIDALGO COUNTY**
**COMMISSIONER PRECINCT No. 4:**

BY:_____

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on (approval date)___ as indicated below and effective as of _____ day of _____, 2011.

**THE LABORATORY:**
**L & G ENGINEERING LABORATORY LLC**

_____
By:

**THE OWNER:**
**HIDALGO COUNTY**

_____
By: Ramon Garcia, County Judge

**ATTEST:**

_____
by: Arturo Guajardo Jr., County Clerk

# EXHIBIT E

-Supplemental Agreement Form

# EXHIBIT "E"

**Supplemental Agreement Form**

**THE STATE OF TEXAS §**
**§**
**COUNTY OF HIDALGO §**

## SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

**THIS SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Laboratory of, _____ _____, Texas, hereinafter called the "**Laboratory**".

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Laboratory** executed the **Agreement** on the _____ day of _____ **2011** concerning Laboratorying for _____ (hereinafter referred to as the "**Project**"); and,

**WHEREAS**, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

**WHEREAS**, it has become necessary to amend the Agreement to _____

**A.** AGREEMENT

**NOW THEREFORE**, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

1. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____
_____

**All other provisions are unchanged and remain in full force and effect.**

**IN WITNESS WHEREOF**, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

**THE LABORATORY:**

**BY:**_____

Address for Giving Notices:

_____

_____

**THE OWNER:**
**HIDALGO COUNTY**

**BY:**_____
Ramon Garcia, County Judge

**LIST OF ATTACHMENTS**

(as required)

# EXHIBIT F

-Certificates of Insurance

Client#: 11734 LGLABOR

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/20/2011

PRODUCER
Willis of Texas, Inc.
1400 N McColl Rd Suite 105
P O Drawer 3785
McAllen, TX 78502

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
L & G Engineering Laboratory LLC,
2100 W Expressway 83
Mercedes, TX 78570

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Steadfast Insurance Co. | 26387 |
| INSURER B: Texas Mutual Insurance Company | 22945 |
| INSURER C: Peerless Insurance Company | 24198 |
| INSURER D: | |
| INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | | GENERAL LIABILITY<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS MADE [X] OCCUR<br>[X] BI/PD Ded:10000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC | GPL967060502 | 07/19/10 | 07/19/11 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $2,000,000<br>$100,000<br>$5,000<br>$2,000,000<br>$2,000,000<br>$2,000,000 |
| C | | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] ALL OWNED AUTOS<br>[ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS<br>[X] NON-OWNED AUTOS | BA1151573 | 07/19/10 | 07/19/11 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $1,000,000<br>$<br>$<br>$ |
| | | GARAGE LIABILITY<br>[ ] ANY AUTO | | | | AUTO ONLY - EA ACCIDENT<br>OTHER THAN AUTO ONLY: EA ACC<br>AGG | $<br>$<br>$ |
| | | EXCESS/UMBRELLA LIABILITY<br>[ ] OCCUR [ ] CLAIMS MADE<br>[ ] DEDUCTIBLE<br>[ ] RETENTION $ | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| B | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below | TSF00010203000<br>YES | 07/23/10 | 07/23/11 | [ ] WC STATU-TORY LIMITS [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $1,000,000<br>$1,000,000<br>$1,000,000 |
| A | | OTHER Professional Liability | GPL967060502 | 07/19/10 | 07/19/11 | $2,000,000 Aggregate<br>$2,000,000 Per Occasion | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Hidalgo County is hereby listed as Additional Insured regarding the General Liability and Auto Liability.
Waiver of Subrogation in favor of Certificate Holder.

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept
Marth L. Salazar, CPPB
2812 S. Buisness Hwy 281
Edinburg, TX 78539

CANCELLATION 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brian E. Lewis


© ACORD CORPORATION 1988

APPROVED

**AI-26752** **20.D.1.**

**Pct 4-CORRECTION-Contract #C-11-062-04-12-L&G Engineering Laboratory, LLC (On Call)**

**CC REGULAR**

**Date:** 05/23/2011
**Submitted By:** Letty Saenz, PURCHASING DEPT.
**Submitted For:** Marty Salazar
**Department:** PURCHASING DEPT.
**Agenda Category:** Purchasing Department **Sub-category:** Prct. 4

## Information

**CAPTION**

Requesting approval of a name change/correction (as requested by L & G Engineering Laboratory, LLC, dba, L & G Consulting Engineers, LLC under contract #C-11-062-04-12 (approved by CC on 04/12/11) to reflect the name of: "L & G ENGINEERING LABORATORY, LLC" for the purposes of "On-Call" Professional Laboratory Services Agreement for Hidalgo County Pct. #4.

**BACKGROUND**

Corrected Contract Document #C-11-062-04-12-L&G Engineering Laboratory, LLC- Pct 4
Request by L&G Engineering Laboratory, LLC
Letter of Clarification by L&G Engineering Laboratory, LLC

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1200-431-00-124-007-0-731
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**
Available balance as of 5-19-11 $229,894.27
On an "as needed basis"

## Attachments

Link: Corrected Contract Document-C-11-062-04-12
Link: Clarification letter by L&G Lab Eng

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 05/18/2011 05:35 PM | APRV |
| 2 | Budget & Management | Erika Zamora | 05/19/2011 08:12 AM | APRV |
| 3 | Manuel Chapa | Manuel Chapa | 05/19/2011 09:10 AM | APRV |
| 4 | Auditor's Office | Arcilia Duran | 05/19/2011 09:22 AM | APRV |

Form Started By: Letty Saenz Started On: 05/18/2011 03:55 PM
Final Approval Date: 05/19/2011

# AGENDA

**CC REGULAR**
**HIDALGO COUNTY**
**COMMISSIONERS' COURT MEETING**
**May 23, 2011**
**9:00 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 in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:**

**1.** **Roll Call** Quintanilla out

**2.** **Pledge of Allegiance** All

**3.** **Prayer** Marcos Lopez

**4.** **Approval of Consent Agenda** 12 K

**5.** **Open Forum**

**6.** **Executive Officer - Valde Guerra:**

**A.** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

Hiram Gutierrez

**B.** **AI-26760** Discussion and possible action on an Order authorizing the Resale of Foreclosed Real Estate Properties for failure to pay ad valorem taxes.

**C.** **AI-26757** Environmental Compliance:

approved 1. Presentation and Discussion of the Hidalgo County Storm Water Pollution Prevention Plan (SWMP3)as required by the Texas Commission on Environmental Quality (TCEQ) Municipal Separate Storm Sewer System (MS4) Permit.

report only 2. Presentation and Discussion on the Environmental Compliance Division priorities.

**D.** **AI-26777** 1. Approval of the following personnel actions:

approved 1-3

| Action | Slot No. | Position Title | Grade & Step | Salary |
|---|---|---|---|---|
| Delete | 008 | Environmental Compliance Monitor | N/A | ($60,000.00) |
| Create | 012 | Environmental Compliance Monitor (added to Hidalgo County position inventory) | G9, S1 | $34,360.00 |
| Create | 013 | Administrative Assistant III | G8, S1 | $31,815.00 |
| | | | Total Variance | $6,175.00 |

2. Approval of interdepartmental transfer.
3. Approval of revised salary schedule.

**7.** **County Treasurer - Norma Garcia:**

salary $38,000.00.
2. Approval to create one (1) full-time Assistant Field Operations Director, slot no. 0079, budgeted salary $51,739.00
3. Approval of revised salary schedule.

**B.** **AI-26774** 1. Approval of Interlocal Agreement by and among City of Alton, Hidalgo County, and Tax Increment Reinvestment Zone Number One, City of Alton, allowing for Hidalgo County to participate in the Tax Increment Reinvestment Zone.
approved 1-2
2. Appointment of one board member to represent the County of Hidalgo on the Tax Increment Reinvestment Zone Number One, City of Alton Board of Directors.

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

**A.** **AI-26687** Authorization to proceed with Condemnation Proceedings on Trenton Drain Project Parcel 11-Sara Ellen and Samuel Childrens Partnership, L.P.
approved

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

**A.** **AI-26762** Discussion, consideration and approval to accept prepayment of the outstanding principle balance of Installment Agreement 2010-01 between the County of Hidalgo and Hidalgo County Drainage District No. One.
approved

**B.** **Budget Appropriations:**

**1.** **AI-26666** Pct. #2 Rd Maintenance (1200):
approved
a. Approval of 2011 appropriation of funds into El Gato Road Project (program 051) in the amount of $600,000.00
b. Approval of 2011 appropriation of funds into El Dora Road Project (program 052) in the amount of $400,000.00.

**20.** **Purchasing Department - Marty Salazar:**

**Notes:**
**A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

**A.** **Hidalgo County**

**1.** **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

**2.** **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:
a) Detention Facility Law Enforcement Center Design- Build Contract with including
nothing to report
action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

**3.** Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
a) Renovations of administration building
nothing to report
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

**4.** **AI-26679** a. Approval to rescind action taken by Commissioners Court on May 10, 2011-AI#26450-


May 23, 2011

approved Final contract with Dr. Norma Jean Farley in connection to the "Pathologist To Provide Turnkey Autopsy And Related Services-Hidalgo County" inasmuchas contract was approved and effective on September 28, 2010; and,

b. Acceptance and approval of an Amendment to reflect modifications requested by Dr. Farley to contract reviewed as for form by Hon. Josephine L. Ramirez, Asst. DA-County Affairs.

**B. Pct. 2**

**1. AI-26644** approved Recommendation to reject all bids received for Hidalgo County Precinct No. 2 -"Geo-Grid Reinforcement Material" RFB No.: 2011-106-04-20-SGS and requestiong authorization to re-advertise with modifications to specifications.

**2. AI-26759** approved a. Approval of an Interlocal Cooperation Agreement between Hidalgo County and the City of Pharr, Texas.

approved b. Approval of an Interlocal Cooperation Agreement Project in which Hidalgo County and the City of Pharr, Texas will assist each other on multiple projects.

**C. Pct. 3**

**1. AI-26772** approved a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional engineering service;

approved b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Engineers for Engineering Services for (Road and Bridge Projects, Drainage Improvements Projects in Precinct 3 area)

| Total Scores | Javier Hinojosa | R. Gutierrez Engineering | M.Garcia Engineering |
|---|---|---|---|
| Evaluator 1 | 99 | 97 | 85 |
| Evaluator 2 | 100 | 95 | 88 |
| Scores | 199 | 192 | 173 |
| Average | 99.5 | 96 | 86.5 |
| Ranking | 1 | 2 | 3 |

approved c. Authority for the Purchasing Department to negotiate a professional (Engineering Services) contract with the No. 1 ranked firm of Javier Hinojosa for the provision of Engineering Services for (Road and Bridge Projects, Drainage Improvements Projects on in the Precinct 3 area).

**D. Pct. 4**

**1. AI-26752** approved Requesting approval of a name change/correction (as requested by L & G Engineering Laboratory, LLC, dba, L & G Consulting Engineers, LLC under contract #C-11-062-04-12 (approved by CC on 04/12/11) to reflect the name of: "L & G ENGINEERING LABORATORY, LLC" for the purposes of "On-Call" Professional Laboratory Services Agreement for Hidalgo County Pct. #4.

**2. AI-26590** approved Requesting approval of a professional services agreement with GEORGE M. "MITCH" HUDGINS d/b/a MODERN TECHNOLOGY-MODERN ENVIRONMENT for the purposes of "professional engineering services" in connection to the "GROUND WATER, GAS MONITORING and GROUNDWATER DATA EVALUATION at CLOSED LANDFILL SITE" located within HIDALGO COUNTY PRECINCT #4 and in order to remain in compliance with TCEQ.

**E. WIC**

**1. AI-26753** Requesting approval of a professional surveying services agreement with DOS LAND

APPROVED

**AI-26043** **21.D.1.**

**Pct 4-Prof Engineering Services Agreement-Construction Material Testing-(On Call) w/L&G Engineering Lab LLC**

**CC REGULAR**

**Date:** 04/12/2011
**Submitted By:** Letty Saenz, PURCHASING DEPT.
**Submitted For:** Marty Salazar
**Department:** PURCHASING DEPT.
**Agenda Category:** Purchasing Department **Sub-category:** Prct. 4

## Information

**CAPTION**

Requesting approval of a professional engineering services agreement with L&G ENGINEERNG LABORATORY, LLC d/b/a L&G ENGINEERS, INC. for the purposes of "Construction Material Testing" in connection to the "HIDALGO COUNTY PRECINCT NO. 4 PROJECTS" (on an as needed basis).

**BACKGROUND**

Contract document #C-11-062-04-12-L&G Engineering Lab, LLC d/b/a L&G Consulting Engieers, Inc.

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1200-431-00-124-007-0-731
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance as of 3-31-11 $193,455.05
On an "as needed basis"

## Attachments

Link: backup
Link: contract

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Darlene Betancourt | 03/31/2011 08:49 AM | APRV |
| 2 | Budget & Management | Erika Zamora | 03/31/2011 08:51 AM | APRV |
| 3 | Manuel Chapa | Manuel Chapa | 03/31/2011 09:19 AM | APRV |
| 4 | Auditor's Office | | 04/07/2011 05:34 PM | NEW |

Form Started By: Letty Saenz Started On: 03/30/2011 02:51 PM
Final Approval Date: 04/07/2011

CC Meeting April 12, 2011



# AGENDA

**CC REGULAR**
**HIDALGO COUNTY**
**COMMISSIONERS' COURT MEETING**
**April 12, 2011**
**9:30 A.M.**

**OTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a PECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of ıe Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion nd possible action relating to the following business will be transacted:**

. **Roll Call** Flores out

. **Pledge of Allegiance**

. **Prayer**

. **Approval of Consent Agenda**

. **Open Forum** Karina (LZ) Rio Grande Valley) - Juan Martinez (Fire Marshall) - Comm. Quintanilla employees weekend fire) Virginia -

**Executive Officer - Valde Guerra:**

**A.** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

**B.** **AI-26106** Approval to accept a settlement check from Chubb Group Insurance Company in the amount of $96.78 for damages sustained by water leak at County building. (Precinct 3)
approved

**C.** **AI-26104** Approval to accept a settlement check from American Electric Power Company in the amount of $4,874.12 to settle auto accident with County vehicle. (Planning Dept.)
approved

**D.** **AI-26088** Approval to accept settlement check from Endeavor General Insurance Agency in the amount of $405.40 to settle auto accident with County vehicle. (Sheriff Office)
approved

**E.** **AI-26061** Discussion, consideration and approval of General Fund Management Agreement between the County of Hidalgo and Valley Initiative for Development and Advancement (VIDA) for the period of ~~3/25/11 to 3/24/12~~ (not to exceed $250,00.00). April 12, 2011 - April 12, 2012
approved

**F.** **AI-26139** Requesting approval to reimburse employee Tomas Salazar #000124 for the purchase of fuel for the 2008 Ford F-150 (County Vehicle) Vin#
approved



CC Meeting April 12, 2011

CC Meeting April 12, 2011



Project (program 036) in the total amount of $231,403.76.

**E. Salary Schedule Changes:**

**1. AI-26080** County Judges (1100):
a. Approval of clarification of the annual salary for the following positions previously approved by Commissioners' Court on 02/14/11 (REF: AI 25206/ 7.A.).

approved

| Action | Slot. No. | Employment Status | Position Title | Previously Approved | Budgeted Salary/ Rate of Pay (Clarification) |
|---|---|---|---|---|---|
| Create | 0033 | Part-Time | Administrative Aide II | $17,500.00 pr yr/ $8.4134 pr hr | $35,000.00 pr yr/ $17,500.00 part-time $16.8269 pr hr |
| Create | 0034 | Part-Time | Administrative Aide II | $17,500.00 pr yr/ $8.4134 pr hr | $35,000.00 pr yr/ $17,500.00 part-time $16.8269 pr hr |

b. Approval of revised salary schedule.

approved

**2. AI-26185** Facilities Management (1100):
1. Approval of the following personnel actions:

| Action | Slot No. | Position Title | Grade & Step | Salary |
|---|---|---|---|---|
| Create | 0109 | Custodian I | 1, 1 | $18,564.00 |
| Create | 0110 | Maintenance I | 1, 1 | $18,564.00 |

approved

approved 2-3

2. Approval of interdepartmental transfer.
3. Approval of revised salary schedule.

**3. AI-26187** Pct. 3 P/U Rd (1200):
1. Approval to create one (1) full-time Maintenance II position, slot no. 0078, budgeted salary $32,000.00.
2. Approval of revised salary schedule.

approved 1-2

**21. Purchasing Department - Marty Salazar:**

**Notes:**
**A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

**A. Hidalgo County**

**1. Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

nothing to report

**2. Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:

nothing to report a-c



CC Meeting April 12, 2011

CC Meeting April 12, 2011



1. **AI-26107** Acceptance and approval to execute an "On Call" professional engineering services contract with Raba Kistner Consultants Inc. for, "Construction Material Testing for All Projects" for Precinct No. 2 as approved for negotiations on CC 03/22/11-C-11-110-04-12.

approved

**D. Pct. 4**

1. **AI-26043** Requesting approval of a professional engineering services agreement with L&G ENGINEERNG LABORATORY, LLC d/b/a L&G ENGINEERS, INC. for the purposes of "Construction Material Testing" in connection to the "HIDALGO COUNTY PRECINCT NO. 4 PROJECTS" (on an as needed basis).

approved

**E. County Clerk**

1. **AI-26171** Requesting approval to enter into an Interlocal Agreement between the Texas Department of Public Safety ("TDPS") and Hidalgo County to provide information necessary to deny renewal of the driver license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the court in a matter involving any offense that a court has jurisdiction of under Chapter 4, Code of Criminal Procedure.

no action

**22. Closed Session:**

11:45 am

Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Real Estate Acquisition

B. Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al

C. Pending and/or potential litigation

D. **AI-26103** Claim of AT&T

E. **AI-26100** Claim of AT&T

F. **AI-26086** Claim of AT&T

G. **AI-26084** Claim of Yvonne Gaytan

H. **AI-26157** Claim of Joanne Keyser

I. **AI-26148** Case No. 7:08-CV-265; USA v. 1.03 acres of land, more or less, situated in Hidalgo County, State of Texas, and L.J.&J. Family Limited Partnership, et al

**23. Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al

C. Pending and/or potential litigation

D. **AI-26102** Claim of AT&T



CC Meeting April 12, 2011

**AI-28036** **20. D. 2.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Martha L Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

Recommendation to cease contract negotiations with the #1 ranked and selected firms for professional engineering services with "L & G Engineering" for (Construction Material Testing) and "Dos Logistics Inc" (General Engineering Svc) respectively (approved for negotitations by CC on 06/03/11), in connection with the:Design and Construction of New Office Bldg. for Precinct 4", inasmuch as both firms currently are contracted to provide same services through their "on-call" agreements (Contract-C-11-155-05-31-Dos Logistics, Inc. & C-11-062-04-12-L&G Engineering Laboratory, LLC-CMT) including the cancellation of the process to select engineers to provide same services.

### BACKGROUND

Email confirmined by Marcos Lopez-Pct 4

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

### BUDGETARY IMPACT:

No Budgetary Impact.
to cease contract

## Attachments

email w/confirmation by Pct 4 to cease

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 08/18/2011 10:32 AM |
| Budget & Management | Merlen P. Munoz | 08/18/2011 10:39 AM |
| Manuel Chapa | Manuel Chapa | 08/18/2011 11:43 AM |
| Auditor's Office | Arcilia Duran | 08/18/2011 11:48 AM |

Form Started By: Letty Saenz Started On: 08/11/2011 11:51 AM

Final Approval Date: 08/18/2011

## Leticia Saenz

**From:** Marcos Lopez [marcos.lopez@co.hidalgo.tx.us]
**Sent:** Friday, August 12, 2011 12:41 PM
**To:** Leticia Saenz
**Subject:** Re: Cease Negotiation process for selected Engineering Firms

That is correct.. Please proceed

Sent from my iPhone

On Aug 12, 2011, at 12:07 PM, "Leticia Saenz" <leticia.saenz@co.hidalgo.tx.us> wrote:

> <image001.gif>
>
> Marco-
>
> Per our conversation yesterday afternoon, regarding to proceed to “Cease” negotiations with the recently selected and ranked engineering firms (approved by CC on 06/03/11): Dos Logistics Inc and L&G Engineering Laboratory for “professional engineering services”, due to already existing “on-call” agreements for the same services.
>
> Please confirm if this is what the precinct wishes to proceed with, so as to place on the next CC agenda to “Cease Negotiations”.
>
> Please advise as soon as possible, due to agenda deadlines. Thank you for your prompt attention and cooperation to this important matter.
>
> Thanks.
>
> Leticia H. Saenz, CPPB/Contracts Manager
>
> Hidalgo County Purchasing Department
>
> 2802 South Business Hwy. 281
>
> Edinburg, Texas 78539
>
> (956) 292-7000 x-4861 fax (956) 318-2629

**AI-27955** **20. E. 1.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted By:** Gricelda Villarreal, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

a. Presentation of the scoring grid (for purposes of CC determination as qualified so as to proceed with next step of the procurement process) of the sole response received (as detailed in documentation attached herein) for: Chief Physician Services for Hidalgo County Health and Human Services Department-RFQ No.: 2011-138-07-20CGA;

b. Authority for the Purchasing Department &/or other county staff to negotiate a professional services contract with the qualified participant _____ for the provision of: "Chief Physician Services" for Hidalgo County Health and Human Services Department.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-441-00-340-001-0-33

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

**BUDGETARY IMPACT:**

Available balance as of 8-18-11 $29,800.00

## Attachments

Participation-Acceptance Sheets

Grid

Email-Approved as to Form

Pre-Approved Contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 08/17/2011 04:13 PM |
| Budget & Management | Merlen P. Munoz | 08/17/2011 04:18 PM |
| Manuel Chapa | Manuel Chapa | 08/18/2011 09:30 AM |
| Auditor's Office | Arcilia Duran | 08/18/2011 11:14 AM |

Form Started By: Gricelda Villarreal Started On: 08/09/2011 01:30 PM

Final Approval Date: 08/18/2011

**HIDALGO COUNTY PURCHASING DEPARTMENT**
**PARTICIPATING RESPONDENT'S LOG**
**REQUIREMENTS/RFP PACKETS**

**IBF-RFP-RFQ-RFI**

RFQ ACCEPTANCE DATE: **JULY 20, 2011** RFQ ACCEPTANCE TIME: **9:30 A.M.**

DEPARTMENT/QUALIFICATION DESCRIPTION:
**"Hidalgo County-Health Authority/Chief Physician Services"**

RFP/Q NO: **2011-138-07-20-CGA**

| NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME | PROPOSAL REQUEST *VIA | SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT | DATE | PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S |
|---|---|---|---|---|
| 1. Ivan G. Melendez, M.D. | IP & via email | Ivanmelendez1960@hotmail.com | 6-27-11 | 3304 N. Bryan Rd Mission, Tx 78573 956-212-0902 |
| 2. Maxim Staffing Solutions Jadd Martinez | email | jamartin@maxhealth.com | 6-28-11 | 104 Traffic Way Ste. A Arroyo Grande, Ca 93420 |
| 3. Staff Care Stephanie Hawkins | Email | Stephanie.hawkins@staffcare.com | 6-29-11 | 5001 Statesman Drive, Irving Texas 75063 |
| 4. The Healing Staff Inc. Kristen Landers | Email | k.landers@thehealingstaff.com | 6-29-11 | 10100 Reunion Place #750 San Antonio, Texas 78216 |
| 5.Lackson & Coker Courtney Lemke | Email | clemke@jaskoncoker.com | 6-30-11 | 3000 Old Alabama Rd. Suite 119-608 Alpharetta,GA 30022 |
| 6.Prime Vendor Inc. Alix Sechrest | Email | Bids17@prime-vendor.com | 7-7-11 | 4622 Cedar Ave. Ste 123 Wilmington, North Carolina, 28403 |
| 7.Solvere Inc. Brenda Schlenker | Email | Brenda.schlenker@solvereinc.com | 7-13-11 | 901 Calle Amanecer Ste. 300 San Clemente, CA 92673 |
| 8. Dr. Marin Garza | Email | CGA-mailing list Docswife722@aol.com | 7-1-11 | |
| 9. | | | | |
| 10. | | | | |

***VIA:**
**IN PERSON (IP)**
**TELEPHONE REQUEST (TR)**
**PROPOSER LIST MAIL OUT (PLM)**

**HIDALGO COUNTY PURCHASING DEPARTMENT**
**PROPOSAL/QUALIFICATION ACCEPTANCE SHEET**

DEPARTMENT NAME: **HIDALGO COUNTY HEALTH AND HUMAN SERVICES**

| RFQ ACCEPTANCE DATE: **JULY 20, 2011** | RFQ ACCEPTANCE TIME**: 9:30 A.M.** |
|---|---|

DESCRIPTION OF RFQ: **Hidalgo County-Health Authority/Chief Physician**

RFQ NO: **2011-138-07-20-CGA**

| RFQ# | NAME OF COMPANY | ACKNOWLEDGMENT OF RECEIPT OF RFQ RESPONSE |
|---|---|---|
| #01 | **Dr. Ivan Melendez** | √ |
| #02 | | |
| #03 | | |
| #04 | | |
| #05 | | |
| #06 | | |
| #07 | | |
| #08 | | |
| #09 | | |
| #10 | | |

**HIDALGO COUNTY**
**"CHIEF PHYSICIAN SERVICES**
**RFQ NO.: 2011-137-07-20CGA**

## EVALUATION GRID

| | DR. IVAN MELENDEZ |
|---|---|
| Grader #1<br>Hidalgo County Judge's Office | 100 |
| Grader #2<br>Hidalgo County Prct No. 1 | 100 |
| Grader #3<br>Hidalgo County Prct No. 2 | 99 |
| Grader #4<br>Hidalgo County Prct No. 3 | 99 |
| Grader #5<br>Hidalgo County Prct No. 4 | 96 |
| **Total Avg. Scores:** | **98.8** |
| | |

**From:** Steve Crain [mailto:scrain@atlashall.com]
**Sent:** Wednesday, August 17, 2011 2:49 PM
**To:** 'Martha Salazar'
**Subject:** RE: Draft Contract for Chief Physician Services

OK. It was only a reminder.

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Wednesday, August 17, 2011 2:43 PM
**To:** 'Steve Crain'
**Cc:** 'Cris Villarreal '
**Subject:** FW: Draft Contract for Chief Physician Services
**Importance:** High

Mr. Crain:
We are requesting only approval of the form of agreement as the physician has not been qualified by CC to proceed with negotiating a professional services contract. However, form of agreement will be supporting document on the AI to be placed on 8-30-11 for action. That is why no amount is noted.
Thanks,
Marty

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Wednesday, August 17, 2011 2:21 PM
**To:** 'Cris Villarreal '
**Cc:** 'Darlene Betancourt'
**Subject:** FW: Draft Contract for Chief Physician Services

---

**From:** Steve Crain [mailto:scrain@atlashall.com]
**Sent:** Wednesday, August 17, 2011 2:07 PM
**To:** 'Martha Salazar'
**Subject:** RE: Draft Contract for Chief Physician Services

The contract has left a blank for the amount to be paid the physician.

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Wednesday, August 17, 2011 1:44 PM
**To:** 'Steve Crain'
**Cc:** 'Cris Villarreal '; 'Darlene Betancourt'
**Subject:** FW: Draft Contract for Chief Physician Services
**Importance:** High

Mr. Crain:
Please review and comment as to form.
Thanks,
Marty

---

**From:** Cris Villarreal [mailto:cris.villarreal@co.hidalgo.tx.us]
**Sent:** Tuesday, August 16, 2011 4:46 PM
**To:** 'Martha Salazar'
**Subject:** Draft Contract for Chief Physician Services

***Ms. Marty,***
***I drafted the contract for "Chief Physician Services" which will be on CC for next week for acceptance of sole participant and approval to commence negotiations. Can you please forward to legal for review and approval. I will take item back to CC for approval of contract once the negotiation process is completed.***

Thank you,

*Cris Ayala*
Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department
Ph: 956-318-2626
Fax: 956-292-7612
email: cris.villarreal@co.hidalgo.tx.us

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**CONTRACT FOR SERVICES**
**C-11-138-08-30**

THIS AGREEMENT is made as of the 2nd day of, September, 2011 by and between **HIDALGO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "County") and _____(hereinafter "Health Authority/Chief Physician") to serve at the pleasure of the Hidalgo County Commissioners' Court.

W I T N E S S E T H:

WHEREAS, County desires to contract with a person to provide the services necessary to act as Health Authority/Chief Physician of County's Health & Human Services Department (hereinafter "Health Department") that are more specifically set forth hereinafter; and

WHEREAS, Health Authority/Chief Physician has agreed to provide the services enumerated hereinafter for Health & Human Services Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Health Authority/Chief Physician agree as follows:

1. Health Authority/Chief Physician agrees to provide to County and its Health & Human Services Department the services required of a Health Authority/Chief Physician for the County's Health & Human Services Department. These services include, but are not limited to:

(a) Providing and maintaining a medical license under which all medical activities of the Health & Human Services Department employees will take place;

(b) Providing standing delegation orders to nurse practitioners and nurses and supervising medical procedures and practices performed by the public health nursing staff;

(c) Providing medical services and established protocols and practices to implement Texas Department of Health programs in Hidalgo County, including the pre-natal/obstetrical, family planning, women's health, well child, TB control, STD (sexually transmitted diseases) control, and immunization programs, EPI.

(d) Providing or arranging for 3rd trimester care and delivery of high risk women from our program who are unable to find a physician willing to care for them;

(e) Ensuring that county and state procedures and standards of practice are followed in the clinical/medical operations of the Health & Human Services Department;

(f) Assisting with the diagnosis and treatment (if needed) of patients with communicable diseases (STD's, TB, etc., 10 to 20 hours/week). Be prepared to undergo additional training/orientation, as necessary, to be able to screen chest x-rays for TB, assess and treat TB patients and STD patients in case the regular provider is unavailable.

(g) Provide 10 to 20 hours of primary care for indigent patients per week in one of the county clinics or in the Chief Physicians own clinic/practice;

(h) The number of hours per week stated in subparagraphs f. and g.

includes record reviews and Nurse Practitioner supervision requirements in subparagraph b. The actual time required each week will not normally exceed 20 hours per week.

(i) Serving as the Health Authority/Chief Physician for Hidalgo County and as such be available after hours, weekends, and Holidays as needed, in case of natural disaster/emergency, terrorist attack, or other emergency circumstances;

(j.) The Health Authority/Chief Physician must report any and all problems or recommended changes in operations of Health & Human Services Department Clinic Facilities to the Health & Human Services Department CAO. The Health Authority/Chief Physician may assist the CAO in developing solutions or implementing changes approved by the CAO. The CAO will not interfere with the Health Authority/Chief Physician's exercise of professional medical judgment in matters relating to medical practices or procedures. The Health Authority/Chief Physician will not interfere with the CAO's exercise of professional administrative and environmental health judgment in all other matters not relating to clinical medicine;

(k.) The Health Authority/Chief Physician shall prepare, maintain, and submit all records that are designated, required, or prescribed either by the County, the Health & Human Services Department or the State of Texas. Such records will remain the property of Hidalgo County;

(l.) The Health Authority/Chief Physician shall, upon request, assist and participate in In-service training sessions and discussion meetings regarding the treatment and care of patients and activities related to the operation of the Health & Human Services Department when requested by the CAO;

(m.) In the event County exercises its option to terminate this contract as further described herein the Health Authority/Chief Physician agrees to continue to render all services until such time as new Health Authority/Chief Physician's contract is awarded.

(n.) The Health Authority/Chief Physician may occasionally be required to, at his own expense, travel within the four-county (Hidalgo, Willacy, Cameron, and Starr)-Rio Grande Valley Area. Should travel be required outside the four-county and Ro Grande Valley Area, the Health Authority/Chief Physician shall be reimbursed by the County in the same amount and manner as for Hidalgo County employees.

(o.) Need to assist with infectious diseases and surveillance, supervise, and assist with Early Warning Infectious Diseases Surveillance.

2. Health Authority/Chief Physician represents that he is a licensed physician licensed by the State of Texas and qualified to perform and execute the services provided above. If such license is suspended or revoked, this Contract shall automatically be terminated and Health Authority/Chief Physician shall immediately notify the County Judge of Hidalgo.

3. As consideration for the above and foregoing, County agrees to pay Health Authority/Chief Physician the **sum of $_____** per month commencing

**September, 2011** (see "Best And Final Offer" acknowledgment). The Health Authority/Chief Physician shall be paid one half of the monthly compensation on the 15th and 30th of each month unless such date falls on a weekend or holiday in which case payment will be made on the last working day before the weekend or holiday.

4. Health Authority/Chief Physician must comply with all applicable laws and regulations of the State of Texas and County and Health & Human Services Department policies. Notwithstanding the foregoing sentence, Health Authority/Chief Physician represents and maintains that he is an independent Health Authority/Chief Physician and is not an employee of County, the Health & Human Services Department, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of County, Health & Human Services Department and/or any agency of County. Health Authority/Chief Physician agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. County and Health Authority/Chief Physician agree that either party may terminate this contract at any time for any reason or no reason at all. Health Authority/Chief Physician agrees to give County two weeks notice of his intent to terminate Contract; however, if County is unable to find a suitable replacement, Health Authority/Chief Physician agrees to continue as Medical Director for a period not to exceed thirty days at the same compensation stipulated in this Contract so that County may have an additional period of time to find a suitable replacement. County may terminate this Contract without cause on ten (10) days advance written notice to Health Authority/Chief Physician.

6. Health Authority/Chief Physician agrees to provide liability insurance covering his activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

7. Health Authority/Chief Physician may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

8. Indemnification: Health Authority/Chief Physician will indemnify and hold County harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any convenant in this Contract, whether such act, omission, or failure was the Health Authority/Chief Physician's or that of any person providing services hereunder through or for the Health Authority/Chief Physician. Upon written notice from the County, the Health Authority/Chief Physician will resist and defend at his own expense, and by counsel reasonably satisfactory to County, any such claim or action. The Health Authority/Chief Physician will carry proper insurance with the County as an additional named insured. To the extent provided for by law, the County will indemnify and hold the Health Authority/Chief Physician harmless from any claims, actions, liability, or expenses (including costs such claim or action) caused by, resulting from, or alleging the negligent or intentional actions or omissions of the County, its employees or any failure to perform any obligation undertaken or any covenant made by the County under this Contract.

9. Health Authority/Chief Physician agrees to comply with the Title VI of the Civil Rights Act of 1964.

10. The term of this Contract shall be for a period of two (2) years and shall commence on **September 2, 2011** and end on **September 1, 2013** with the County's option to renew for two (2) additional one (1) year terms at the same rates, terms and conditions. Hidalgo County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the agreement terms for unforeseen delay in award of the new request for qualifications.

11. Texas Law to Apply. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to County:

County of Hidalgo, Texas
Attention: County Judge
1615 So. Closner Ste., J
Edinburg, Texas 78539

If to Health Authority/Chief Physician:

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

13. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann.§ 271.903 (Vernon Supp. 1995).

EXECUTED and effective as of the day and year first written above.

Approved by Commissioners' Court of Hidalgo County on this the ____day of _____, **2011.**

Approved as to form:
Atlas & Hall, LLP

By_____
Stephen L. Crain

Date:_____

COUNTY OF HIDALGO, TEXAS

APPROVED BY COMMISSIONERS
COURT ON _____.

_____
Ramon Garcia, County Judge

Date:_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Date:_____

HEALTH AUTHORITY/CHIEF
PHYSICIAN:

By_____

Date:_____

**AI-28136** **20. E. 2.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Marty Salazar **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

Presentation of bid(s) received as detailed and attached herein for the purpose of award to vendor meeting all specifications and/or requirements for RFB No 2011-199-08-17-YZV "Turnkey Project for Purchase of One New X-Ray Machine" and evidence of such award through the purchase order protocol.

### BACKGROUND

Total Purchase Price: $76,450.00
Vendor: Sempco X-Ray
AI #28134-for Line Item Transfer

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1293-441-00-340-008-1-748

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

**BUDGETARY IMPACT:**

Available balance as of 8-18-11 $50,000.00

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1293-441-00-340-005-0-748

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

**BUDGETARY IMPACT:**

Available balance as of 8-18-11 $21,500.00. Funding pending approval of LIT (AI# 28134 $5,000.00)
for a total of $26,500.00

## Attachments

Tabulation-Participation-Recommendation-Agenda for Line Item Transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 08/17/2011 04:28 PM |
| Budget & Management | Merlen P. Munoz | 08/17/2011 04:29 PM |
| Manuel Chapa | Manuel Chapa | 08/18/2011 08:44 AM |
| Auditor's Office | Arcilia Duran | 08/18/2011 11:41 AM |
| Form Started By: Yolanda Velasquez | | Started On: 08/17/2011 03:07 PM |

Final Approval Date: 08/18/2011

# MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

**To:** Eddie Olivarez, Chief Administrator
H.C. Health & Human Services
**Attn:** Josie Escalante,
Administrative Assistant
**via email:** Josie.escalante@hchd.org

**From:** Yolanda Velasquez
Purchasing Dept., Buyer II

**Date:** August 17, 2011

**Re:** **REQUEST FOR RECOMMENDATION for: RFB-2011-199-08-17-YZV "TURNKEY PROJECT FOR PURCHASE OF ONE NEW X-RAY MACHINE"**

We received a sole response to the above mentioned project. Enclosed you will find a copy of the Tabulation sheet for your review and recommendation/non-recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **Monday, August 22, 2011 @ 4:00 p.m. or if possible earlier** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: yolanda.velasquez@co.hidalgo.tx.us

☒ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT#: 1-1293-441-00-340-008-1-748 - $50,000.00
1-1293-441-00-340-005-0-748 - $26,450.00

Recommendations/Concerns:

If you should have any questions or need additional information please let me know.

Eduardo Olivarez 8/17/11

AUTHORIZED SIGNATURE PRINTED NAME DATE

# HIDALGO COUNTY PURCHASING DEPARTMENT
# BID TABULATION SHEET

**DEPARTMENT NAME:** HIDALGO COUNTY-HEALTH & HUMAN SERVICES DEPARTMENT

**BID OPENING DATE:** AUGUST 17, 2011 | **BID OPENING TIME:** 9:30 A.M.

**DESCRIPTION OF BID:** "TURNKEY PROJECT FOR PURCHASE OF ONE NEW X-RAY MACHINE"

**BID NO:** 2011-199-08--YZV | **BUYER:** Yolanda Velasquez

| BID # | NAME OF COMPANY | Equipment | | Price |
|---|---|---|---|---|
| #1 | Sempco X-Ray<br>San Antonio, Texas | a) | Remove Americorp-X-Ray Machine | $1,500.00 |
| | | | Remove-relocate-install & service (calibrate) Summit X-Ray Machine | $2,800.00 |
| | | b) | Purchase new X-Ray Machine | $74,150.00 |
| | | | Trade in discount (if applicable) | -$2,000.00 |
| | | **TOTAL INCLUDING TRADE IN DISCOUNT:** | | $76,450.00 |
| #2 | | a) | Remove Americorp-X-Ray Machine | $ |
| | | | Remove-relocate-install & service (calibrate) Summit X-Ray Machine | $ |
| | | b) | Purchase new X-Ray Machine | $ |
| | | | Trade in discount (if applicable) | $ |
| | | **TOTAL INCLUDING TRADE IN:** | | $ |
| #3 | | a) | Remove Americorp-X-Ray Machine | $ |
| | | | Remove-relocate-install & service (calibrate) Summit X-Ray Machine | $ |
| | | b) | Purchase new X-Ray Machine | $ |
| | | | Trade in discount (if applicable) | $ |
| | | **TOTAL INCLUDING TRADE IN:** | | $ |

**HIDALGO COUNTY PURCHASING DEPARTMENT**
**PARTICIPATING BIDDER'S LOG**
**SPECIFICATIONS/BID PACKETS**
**RFB-RFP-RFQ**

**BID OPENING DATE: AUGUST 17, 2011 BID OPENING TIME: 9:30 A.M.**

**DEPARTMENT/BID DESCRIPTION:"TURNKEY PROJECCT - PURCHASE OF ONE (1) NEW X-RAY MACHINE"-HIDALGO COUNTY HEALTH & HUMAN SERVICES**
**BID NO.: 2011-199-08-17-YZV**

| NAME OF VENDOR: COMPANY/FIRM | BID REQUEST *VIA | SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT | DATE | ADDRESS & PHONE NO |
|---|---|---|---|---|
| 1)Sempco X-Ray<br>Steve Hoyt | BLM-<br>EMAIL | steveh@sempco.com | 08/02/11 | 414 Culebra<br>San Antonio, TX 78201<br>Tel: 210-734-7373 |
| 2)Life Medical Supply | BLM | lifemedicalsupply@hotmail.com | 08/02/11 | 2509 Buddy Owens<br>McAllen, TX 78504<br>Tel: 994-3600 |
| 3) Muniz Medical Supply | BLM | munizmedicalsupplies@yahoo.com | 08/02/11 | 1512 Dove #G<br>McAllen, TX 78504<br>688-6048 |
| 4)Gemini Medical Supply | BLM | fernando@principlemed.net | 08/02/11 | 5224 N. Cage Blvd.,<br>Pharr, TX 78577<br>Tel: 283-0405 |
| 5)Astrophysics INC<br>Elias Abdo | EMAIL | eabdo@astrophysicsinc.com | 08/03/11 | Tel: 909-598-5488 |
| 6)JWM Wholesale | BLM | dave@4mdmedical.com | 08/03/11 | Houston, Texas<br>Tel: 732-905-5400 |
| 7)GTL Supply Solutions, LLC | BLM | tlacy@gtlsolutions.com | 08/03/11 | Allen, Texas<br>Tel: 972-359-7300 |
| 8)Dimensions Medical Supply Group | BLM | cfitzgerald@dmsginc.com | 08/03/11 | Plano, Texas<br>Tel: 972-509-5445 |
| 9) ARIA Medical | BLM | paul@ariamedical.com | 08/03/11 | San Antonio, Texas<br>Tel: 800-330-3591 x117 |
| 10) EMED | BLM | ben@emedamerica.com | 08/03/11 | Little Rock, AR<br>Tel: 866-327-3633 x102 |
| 11)VAUGHN Medical, LLC | BLM | Mrvaughn7@gmail.com | 08/03/11 | Beaumont, Texas<br>Tel: 281-236-3970 |
| 12)DICOM Solutions | BLM | jenniferm@dicomsolutions.com | 08/10/11 | Tel: 949-429-4904<br>Fax: 949-606-8631 |

***VIA:** **BIDDER LIST MAIL OUT (BLM)** **IN PERSON (IP)**
**E-MAIL (EM)** **TELEPHONE REQUEST (TR)**

**HIDALGO COUNTY PURCHASING DEPARTMENT**
**PARTICIPATING BIDDER'S LOG**
**SPECIFICATIONS/BID PACKETS**
**RFB-RFP-RFQ**

**BID OPENING DATE: AUGUST 17, 2011 BID OPENING TIME: 9:30 A.M.**

**DEPARTMENT/BID DESCRIPTION:"TURNKEY PROJECCT - PURCHASE OF ONE (1) NEW X-RAY MACHINE"-HIDALGO COUNTY HEALTH & HUMAN SERVICES**
**BID NO.: 2011-199-08-17-YZV**

| NAME OF VENDOR: COMPANY/FIRM | BID REQUEST *VIA | SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT | DATE | ADDRESS & PHONE NO |
|---|---|---|---|---|
| 13) Prime Vendor INC<br>Alix Sechrest | Email | Bids17@prime-vendor.com | 08/10/11 | 4622 Cedar Avenue Ste123<br>Wilmington, NC 28403-4429<br>Tel: 800-746-9554 |
| 14) Hewitt Dental<br>Allan | TR | allan@hewittdental.com | 08/10/11 | Tel: 512-873-6335 |
| 15) DVBE<br>Terry | Email | terry@businessservicesolutions.org | 08/11/11 | San Diego, CA<br>Tel: 619-366-1794<br>Fax:619-713-7340 |
| 16) Assured Imaging<br>Becky Shafe | Email | Becky.shafe@assuredww.com | 08/12/011 | Tel: 888-233-6121<br>Fax: 520-572-7138 |
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**AI-28134** **2. 0.**
**CC CONSENT**
**Meeting Date:** 08/30/2011
Submitted For: Eddie Olivarez Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION
2011 - Health & Human Services Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1293-441-00-340-005-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:

Attachments

LIT

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | | |
| Auditor's Office | | |

Form Started By: Mike Escaname Started On: 08/17/2011 03:05 PM

Date: August 17, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 1-1293-441-00-340-005-0-
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C:

| FROM | | TO | | |
|---|---|---|---|---|
| ACCOUNT NUMBER | ACCOUNT NAME (OBJECT CODE) | ACCOUNT NUMBER | ACCOUNT NAME (OBJECT CODE) | AMOUNT |
| 1-1293-441-00-340-005-0-583 | H.D. ADM-TRAVEL OUT OF ( | 1-1293-441-00-340-005-0-748 | H.D. ADM-OTHER EQUIPMENT | $3,000.00 |
| 1-1293-441-00-340-005-0-584 | H.D. ADM-REGISTRATION F | 1-1293-441-00-340-005-0-748 | H.D. ADM-OTHER EQUIPMENT | $2,000.00 |
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| | | | Amount | $ 5,000.00 |

**Revenue Account**
Amount Requested: $ 5,000.00

Reason: Funds needed in the object codes listed above in order to meet anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

**AI-28143** **21. D.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Joe Pena, ROW **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

Hidalgo County vs. Parcels 1 & 2 on Stewart Road Project (FM 2557) CSJ 1429-01-030

### BACKGROUND

Atlas & Hall is the Lien holder and we may need to file condemnation. Legal is telling us they might not be able to represent us.

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/17/2011 04:28 PM |
| Auditor's Office | Arcilia Duran | 08/18/2011 10:43 AM |
| Purchasing Department | Marty Salazar | 08/18/2011 03:06 PM |

Form Started By: Monica Badillo Started On: 08/17/2011 04:19 PM

Final Approval Date: 08/18/2011

**AI-28071** **21. E.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Steve Crain **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

**CAPTION**

Claim of Estate of Claudia Ortiz, deceased, Claudia Linette Chagolla, Sandra Denisee Chagolla, Feliciano Rico, Maria Yolanda Perales Veloz and Jose Miranda

**BACKGROUND**

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/15/2011 03:54 PM |
| Auditor's Office | Arcilia Duran | 08/17/2011 11:29 AM |
| Purchasing Department | Nielda Cavazos | 08/17/2011 11:30 AM |

Form Started By: Angela Garcia Started On: 08/15/2011 02:55 PM

Final Approval Date: 08/17/2011

**AI-28115** **21. F.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

## Information

**CAPTION**

Claim of Paula Silva

**BACKGROUND**

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/17/2011 01:56 PM |
| Auditor's Office | Arcilia Duran | 08/17/2011 02:00 PM |
| Purchasing Department | Marty Salazar | 08/17/2011 03:13 PM |

Form Started By: Aida Alvarez Started On: 08/17/2011 01:38 PM

Final Approval Date: 08/17/2011

**AI-28117** **21. G.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

## Information

**CAPTION**

Claim of Elias Carrillo

**BACKGROUND**

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/17/2011 01:56 PM |
| Auditor's Office | Arcilia Duran | 08/17/2011 02:00 PM |
| Purchasing Department | Marty Salazar | 08/17/2011 03:13 PM |

Form Started By: Aida Alvarez Started On: 08/17/2011 01:41 PM

Final Approval Date: 08/17/2011

**AI-28112** **21. H.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

## Information

**CAPTION**

Claim of AT&T

**BACKGROUND**

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/17/2011 01:36 PM |
| Auditor's Office | Arcilia Duran | 08/17/2011 01:38 PM |
| Purchasing Department | Marty Salazar | 08/17/2011 03:13 PM |

Form Started By: Aida Alvarez Started On: 08/17/2011 01:35 PM

Final Approval Date: 08/17/2011

**AI-28119** **21. I.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

## Information

**CAPTION**

Claim of Susan Reyes

**BACKGROUND**

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/17/2011 01:57 PM |
| Auditor's Office | Arcilia Duran | 08/17/2011 02:00 PM |
| Purchasing Department | Marty Salazar | 08/17/2011 03:13 PM |

Form Started By: Aida Alvarez Started On: 08/17/2011 01:43 PM

Final Approval Date: 08/17/2011

**AI-28144** **22. D.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Joe Pena, ROW **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

**CAPTION**

Hidalgo County vs. Parcels 1 & 2 on Stewart Road Project (FM 2557) CSJ 1429-01-030

**BACKGROUND**

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/17/2011 04:29 PM |
| Auditor's Office | Arcilia Duran | 08/18/2011 10:43 AM |
| Purchasing Department | Marty Salazar | 08/18/2011 03:07 PM |

Form Started By: Monica Badillo Started On: 08/17/2011 04:22 PM

Final Approval Date: 08/18/2011

**AI-28072** **22. E.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Steve Crain **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

**CAPTION**

Claim of Estate of Claudia Ortiz, deceased, Claudia Linette Chagolla, Sandra Denisee Chagolla, Feliciano Rico, Maria Yolanda Perales Veloz and Jose Miranda

**BACKGROUND**

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/15/2011 03:54 PM |
| Auditor's Office | Arcilia Duran | 08/17/2011 11:29 AM |
| Purchasing Department | Nielda Cavazos | 08/17/2011 11:30 AM |

Form Started By: Angela Garcia Started On: 08/15/2011 02:57 PM

Final Approval Date: 08/17/2011

**AI-28116** **22. F.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

## Information

**CAPTION**

Claim of Paula Silva

**BACKGROUND**

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/17/2011 01:56 PM |
| Auditor's Office | Arcilia Duran | 08/17/2011 02:00 PM |
| Purchasing Department | Marty Salazar | 08/17/2011 03:13 PM |

Form Started By: Aida Alvarez Started On: 08/17/2011 01:39 PM

Final Approval Date: 08/17/2011

**AI-28118** **22. G.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

## Information

**CAPTION**

Claim of Elias Carrillo

**BACKGROUND**

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/17/2011 01:56 PM |
| Auditor's Office | Arcilia Duran | 08/17/2011 02:00 PM |
| Purchasing Department | Marty Salazar | 08/17/2011 03:13 PM |

Form Started By: Aida Alvarez Started On: 08/17/2011 01:42 PM

Final Approval Date: 08/17/2011

**AI-28113** **22. H.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

## Information

**CAPTION**

Claim of AT&T

**BACKGROUND**

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/17/2011 01:55 PM |
| Auditor's Office | Arcilia Duran | 08/17/2011 02:00 PM |
| Purchasing Department | Marty Salazar | 08/17/2011 03:13 PM |

Form Started By: Aida Alvarez Started On: 08/17/2011 01:36 PM

Final Approval Date: 08/17/2011

**AI-28120** **22. I.**

**CC REGULAR**

**Meeting Date:** 08/22/2011

**Submitted For:** Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

## Information

**CAPTION**

Claim of Susan Reyes

**BACKGROUND**

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Merlen P. Munoz | 08/17/2011 01:57 PM |
| Auditor's Office | Arcilia Duran | 08/17/2011 02:00 PM |
| Purchasing Department | Marty Salazar | 08/17/2011 03:13 PM |

Form Started By: Aida Alvarez Started On: 08/17/2011 01:44 PM

Final Approval Date: 08/17/2011