AI-32884 **Comm. Court Executive Office 5. B.**

CC REGULAR

Meeting Date: 07/03/2012

Department Head: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from Progressive Insurance Company in the amount of $300.00 to setttle auto accident with County vehicle. (Sheriff's Office)

BACKGROUND

DOL: 08/31/11

Acct #: 2-1100-360-00-000-005-0-000

Attachments

Progressive Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	06/19/2012 01:04 PM
Erika Zamora	Erika Zamora	06/19/2012 04:37 PM
Auditor's Office	Arcilia Duran	06/21/2012 10:32 AM
Purchasing Department	Marty Salazar	06/21/2012 12:37 PM

Form Started By: Aida Alvarez Started On: 06/19/2012 11:35 AM

Final Approval Date: 06/21/2012

VOID IF NOT PRESENTED WITHIN 6 MONTHS AFTER DATE OF ISSUE

Policy #	Insured	Date Issued	Area Code	Draft Number	56-389 / 412
52025899 -000	JOVELLAR, ALMA L	6/13/2012	764	474616801	
Claim #	**Claimant**	**Date of Loss**	**State Code**	**Office Issued At**	**PAC**
115339004	HIDALGO COUNTY A	8/31/2011	TX	TX-TXMCA-BRN-	

Pay THREE HUNDRED AND 00/100 Dollars $********300.00

In Payment Of	CDS CODE
FULL AND FINAL SETTLEMENT OF ALL CLAIMS,DEMANDS AND LIENS	03PCL

Payable through **PNC Bank, N.A. 070**
Ashland, Ohio 1-877-448-9544

Pay To The Order Of
HIDALGO COUNTY,ONLY********** **********
ATTN: ROY QUINTANILLA
PO BOX 1356
EDINBURG TX 78540

Progressive County Mutual Insurance Company

By _____
Authorized signature

⑈474616801⑈ ⑆041203895⑆ 4239694508⑈

PURCHASE ORDER

PO NUMBER
221153

ISSUE DATE
7/25/2011

FROM	SHIP TO	VENDOR
HCSO Motor Pool	**HCSO Motor Pool**	**O'Reilly's**
711 El Cibolo Rd	711 El Cibolo Rd	1310 Monte Cristo
Edinburg, Texas 78539	Edinburg, Texas 78539	Edinburg, TX 78539

DATE NEEDED	SHIPPING	CONTACT
7/25/2011		

Part Number	Description	Quantity	Unit Price	Total
3281	FAN CLUTCH	1	$201.99	$201.99

COMMENTS

CLAIM # 115339004

PO TOTAL
$201.99

Repair Invoice

HCSO Motor Pool	
711 El Cibolo Rd	
Edinburg, Texas 78539	
956.393.6185	956.393.6189

Juan Palacios

161	UNIT
711 EL CIBOLO RD	
Edinburg, Texas	

INV0001199	
7/25/2011	
9/26/2011	
DODGE	RAM 2500 PICKUP
3D7KU28643G728881	03XLW6
246744	2003

PROBLEM DESCRIPTION:

unit was in a traffic accident, check fan clutch, deputy states that a/c not coooling when at idle. Fix brush guard and front bumper.

QUANTITY	PART NUMBER	PART DESCRIPTION	PRICE	TOTAL

QUANTITY	SERVICE	SERVICE	PRICE	TOTAL
1.5	MAINT	REPAIR		$97.50

Always check your tires, lights, and fluid levels.

Claim # 115339004

Other:	$0.00
Tax:	$0.00
Total:	$97.50
Amount Paid:	$97.50
Balance Due:	$0.00

Authorized signature _____

AI-33054 **Comm. Court Executive Office 5. C.**

CC REGULAR

Meeting Date: 07/03/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Texas AgriLife Extension:
1. Requesting permission for Adelita F. Munoz to travel to Horseshoe Bay, Texas to attend the 2012 TEAFCS Meeting on July 24-26, 2012
2. Requesting permission for Nora N. Garza, Christina L. Perez and Janie Perales to travel to Alice, Texas to attend the WordPress Workshop on July 10, 2012 (no expenses - only use of county vehicle/fuel)

BACKGROUND

2-1100-461-00-380-001-0-583/584

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-461-00-380-001-0-XXX

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

BUDGETARY IMPACT:

Available funds as of 06-28-12

Attachments

travels

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	06/28/2012 04:39 PM
Veronica Ortiz	Veronica Ortiz	06/29/2012 10:55 AM
Auditor's Office	Arcilia Duran	06/29/2012 03:15 PM
Purchasing Department	Angela Garcia	06/29/2012 05:38 PM

Form Started By: Monica Badillo Started On: 06/28/2012

Final Approval Date: 06/29/2012

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 06/26/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: Hidalgo County Extension Service
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Adelita F. Munoz, CEA-Family & Consumer Science

EVENT INFORMATION

TITLE OF EVENT: 2012 TEAFCS State Meeting

EVENT DATE(S) FROM: 07/24/12 TO: 07/26/12

DEPARTURE DATE: 07/24/12 RETURN DATE: 07/26/12

LOCATION OF EVENT: CITY: Horseshoe Bay STATE: Texas

PURPOSE OF TRAVEL

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

_____ To obtain statutorily required continuing professional education.
_____ 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.
X To participate in professional organizations related to the employee or official's job assignment.
_____ 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.
X 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)	$165.00	
Subtotal for Object Code 584	$ 165.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR		
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING		
11. MEALS		
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ -	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 165.00	$

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

AIRFARE* _____
BUS** _____
Rental Car** _____
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.:
Barbara Hanson	6/27/12	NoraLinda Cruz	383-1026

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

_____ TRAVEL IS **APPROVED** for the individuals listed below:

_____ TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:
Monica Ortiz	6/28/12		292-7025

DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:

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

Nora Cruz

From: Adelita Munoz
Sent: Friday, June 15, 2012 2:20 PM
To: Nora Cruz
Subject: FW: 2012 TEAFCS State Meeting

From: Martha Spraberry
Sent: Friday, June 15, 2012 10:37 AM
To: EXT - CEA FCS ALL
Subject: 2012 TEAFCS State Meeting

Agents,

Early registration for the meeting ends next Friday. We have had some questions about tickets for children for the Friendship Event at Longhorn Caverns. Cost for children is: 1 year and under – free, children 2 – 12 - $10.

Please plan to dress casual on Wednesday as we will be leaving on tours right after the morning meeting. Suggested attire for Tuesday and Thursday meetings is Professional Casual and Dressy for the Banquet.

Let us know if you have any other questions about the meeting.

We are looking forward to seeing you in Horseshoe Bay.

Thanks,

Martha Alice

AgriLIFE EXTENSION

Martha Alice Spraberry
CEA-FCS
Taylor County Extension Office
1982 Lytle Way
Abilene, TX 79602
Ofc: 325-672-6048
Fax: 325-672-9148
m-spraberry@tamu.edu

Registration Form (pg 1 of 2)

▪ TEAFCS 2012 MEETING ▪ HORSESHOE BAY, TEXAS JULY 24-26, 2012 ▪

1. ATTENDEE INFORMATION

Name: Adelita Munoz

Mailing Address: 410 N. 13th Ave

Edinburg, TX 78541

Phone: 956-383-1026 Email: amunoz@tamu.edu

Badge to Read:

Name: Adelita

County: Hidalgo County

Please check the category that best applies to you:

X☐ Agent
☐ Retiree
☐ Administrator
☐ Guest

This is my first TEAFCS State Meeting, and I plan to attend the First Timers Lunch on Tuesday, July 24, 2012

☐Yes XNo

Special Services:

Do you require special accommodations to fully participate? ☐ Yes ☐x No

If yes, please attach a written description of your needs.

2. REGISTRATION FEES

Early Bird Registration (Post-marked by June 22)	$165.00	$165.00
Late Registration (Post-marked by July 9)	$225.00	
On Site Registration	$275.00	
Day Participant – Tuesday Only (add $50 for onsite registration)	$100.00	
Day Participant – Wednesday Only (add $50 for onsite registration)	$100.00	
Day Participant – Thursday Only (add $50 for onsite registration)	$75.00	
Guest Tickets		
Guest Tickets for Longhorn Caverns Tour and Supper	$25.00	
Guest Tickets for "Paddle Your Canoe" Workshop	$25.00	
Guest Tickets for Awards Banquet	$65.00	
Guest Tickets for Thursday's Breakfast	$28.00	
	Total	$165.00

Cancellation of Pre-registration must be made in writing before July 16, 2012. A canceled registration after this time will be assessed a $50.00 handling charge. The canceled registration fee will be returned after the meeting. To cancel a registration, contact Kathy Aycock, Tom Green CEA-FCS, 113 W. Beauregard, San Angelo, TX 76903.

3. PAYMENT INFORMATION:

Mail your completed Registration Form, along with payment (check or money order), to the address below. Please make check payable to D-7 EAFCS (W-9 Form is available upon request)

Texas AgriLife Extension Service
c/o Kathy Aycock
113 W. Beauregard
San Angelo, TX 76903

k-aycock@tamu.edu
(325)659-6527

Registration Form (pg 2 of 2)

▪ TEAFCS 2012 MEETING ▪ HORSESHOE BAY, TEXAS JULY 24-26, 2012 ▪

Name: ADELITA MUNOZ

County: Hidalgo

Educational Workshops – Tuesday, July 24
(Please rank in order of preference for each time slot)

2:30 p.m.

3 4-H Housing Project

4 Junior Master Gardener Update

2 Food Inspector's Insight

1 Fuel Up to Play 60

3:15 p.m.

3 4-H Housing Project

4 Junior Master Gardener Update

1 Food Inspector's Insight

2 Fuel Up to Play 60

Workshops on the Move – Wednesday, July 25
(Please rank in order of preference, 1-6)

4

1 Meat Maniacs' Tour

3 Creativity Meets Entrepreneurship

2 Home, Green Home

4 Spicewood Vineyards Tour

5 Paddle Your Canoe

6 Fiber Appreciation

Retirees are invited to attend a special tour entitled "Shop Hop for Retirees"? Will you be attending this tour instead of one of the Workshops on the Move?

☐ Yes

☐ No

Please indicate desired method of transportation for "Workshops on the Move"

_____ I would be able to take my own vehicle.

_____ I would be able to carpool with another FCS agent.

X I would require transportation arranged by District 7 Agents.

*see attached pages for more information on each Breakout Session and Workshop on the Move.

Meeting Schedule

Tuesday – July 24, 2012

8:00 - 5:00	Registration
9:00 - 10:00	Executive Board Meeting
10:00 - 12:00	Summer Board Meeting
10:00 - 5:00	Exhibits
11:30	First Timer's Luncheon
12:00	Lunch on Your Own
1:00 - 2:15	First General Session
	Administrative Remarks
2:15 – 2:30	Break – Visit Exhibits
2:30 – 3:15	Breakout Sessions I
3:15 – 4:00	Breakout Sessions II
4:00 - 5:00	Hospitality
6:30 – 9:00	Friendship Event - Longhorn Caverns Tour and Dinner

Wednesday – July 25, 2012

7:00 – 8:00	Morning Fitness Walk (Optional)
7:30 – 8:30	Hospitality (Continental Breakfast)
8:00 – 5:00	Registration
8:30 - 9:45	Second General Session and Business meeting
9:45 - 10:00	Break
10:00 – 10:45	Internet Safety – Weldon Floyd
11:00 – 4:00	Workshops on the Move
5:30 - 6:30	Past Presidents Reception
6:15	Award Winner Photos
7:00	Banquet
9:00	Hospitality

Thursday – July 26, 2012

7:45 - 8:30	New Board Meeting
8:30 - 9:00	Breakfast
9:00 - 10:00	Family and Consumer Sciences Update
	• Step Up and Scale Down – Dr. Susan Ballabina & Paula Butler
	• Child Care Update – Steven Green
10:00	Break and Check out of Hotel
10:30 – 12:00	Third General Session
	Motivational Speaker – Shirley Rocha
	Invitation to 2013 State Meeting
	Evaluations

***Schedule is subject to change

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 06/26/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: Three (3)

DEPARTMENT NAME: Hidalgo County Extension Service
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Nora N. Garza, CEA-Family Resources, Christina Perez, CEA-4-H, Janie Perales, Administrative Assistant II

EVENT INFORMATION

TITLE OF EVENT:	WordPress Workshop		
EVENT DATE(S) FROM:	07/10/12	TO:	07/10/12
DEPARTURE DATE:	07/10/12	RETURN DATE:	07/10/12
LOCATION OF EVENT: CITY:	Alice	STATE:	Texas

PURPOSE OF TRAVEL

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

_____ To obtain statutorily required continuing professional education.
_____ 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.
_____ 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)	$ 0 -	
Subtotal for Object Code 584	$ -	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$ -	
11. MEALS	$ -	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ -	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ -	$

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

AIRFARE* _____
BUS** _____
Rental Car** _____
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.:
Barbara Hanna	6/27/12	Noralinda Cruz	383-1026

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

_____ TRAVEL IS **APPROVED** for the individuals listed below:

_____ TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:
Veronica Ortiz	6/28/12		292-7025
DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:	

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

Barbara Storz

From: Ruben Saldana
Sent: Thursday, June 21, 2012 4:33 PM
To: Adelita Munoz; Al Lopez; Andrea K. Becker; Barbara Storz; Barbara Wymore; Beatriz Rodriguez-Loya; Brad Cowan; Celia Salinas; Christina Perez; Christine Sanchez; Crisanta Mussett; Dale Rankin; Enrique Perez; Frank Escobedo; George Gonzales; Humberto Martinez; Isaac Cavazos; Jaime Lopez; Jennifer Herrera; Jennifer Hofferichter; Jeremy T. Garza; Joe Taylor; Josie Farias; Joy Vazquez; Larry Perez; Lillian Mezquida; Luisa Colin; Marcelino Valdez; Marco Ponce; Nikolo Guerra; Mario A. Morales; Monica A. Aguirre; Niki Kaiser; Nora Garza; Omar Gonzales; Omar Montemayor; Oscar Galindo; Richard Griffin; Rogelio Mercado; Ronnie Zamora; Sammy Gavito; Tony Reisinger; Vidal Saenz; Yolanda Morado
Cc: John Munoz; Darrell Dromgoole; Marilyn Frenzel; Pete Flores; Atascosa County Office; Brooks County Office; Cameron County Office; Dimmit County Office; Duval County Office; Frio County Office; Hidalgo County Office; Jim Hogg County Office; Jim Wells County Office; Kleberg County Office; LaSalle County Office; Live Oak County Office; Maverick County Office; McMullen County Office; Starr County Office; Webb County Office; Willacy County Office; Zapata County Office; Zavala County Office; Donnie Valdez; Elaine Fries; greta.schuster@tamuk.edu; Jaime Flores; Juan Anciso; Juan Enciso; Luis Saldana; Luis Ribera; Monty Dozier; Raul Villanueva; Rod Santa Ana; Lou Garza; Marissa Reyes; Martha Bloom; Roxanne Saavedra
Subject: WordPress Workshop - July 10

As a response to feedback received from counties, we're hosting a WordPress work session on Tuesday, July 10 from 10 am - 3 pm at the Women's Building (Jim Wells County Fairgrounds) in Alice. This workshop will not provide any presentations or have a set agenda. The purpose of this is to provide a group setting in which interested agents and support staff can actually work on their website away from local distractions and with technical support to help troubleshoot and provide on-time help. Thus, in order for this to be a helpful event, you'll need to bring your own laptop and files or a detailed game plan for what you'd like to add/include on your county web page. We'll order lunch in to reduce "down time" and stay as long as you'd like to continue working on this. We're capping enrollment at 10 computers to ensure enough bandwidth to work with those who attend. If there is demand for additional workshops like this we'll schedule another one. There will be no registration fee. Rogelio and Barbie will be assisting with local arrangements.

If you want to reserve a slot, please contact Lou and ask her to add you to the list. Please let her know by June 29 so we have an idea how many to expect. Thanks!

AgriLIFE EXTENSION
Dr. Ruben J. Saldaña
District Extension Administrator
Texas AgriLife Research & Extension Center at Weslaco
2401 E. Business 83
Weslaco, Texas 78596
956.968.5581 office
956.969.5601 desk
956.373.4447 cell
rjsaldana@ag.tamu.edu
http://southtexas.tamu.edu

Nora Cruz

From: Lou Garza
Sent: Monday, June 25, 2012 11:39 AM
To: Nora Cruz
Subject: RE: WordPress Workshop

Thank you. They have been added on.

From: Nora Cruz
Sent: Monday, June 25, 2012 11:39 AM
To: Lou Garza
Cc: Janie Perales; Nora Garza; Christina Perez
Subject: WordPress Workshop

Ms. Lou,

I am sending three names for the WordPress Workshop on July 10:

Janie Perales
Nora N. Garza
Christina Perez

Please send me confirmation that you have received this message.

Thanks,

Nora Linda Cruz
Administrative Assistant II
Texas AgriLIFE Extension Service
Hidalgo County
Office: (956) 383-1026
Fax: (956) 383-1735

HAVE A FANTASTIC DAY!

Nora Cruz

From: Janie Perales
Sent: Monday, June 25, 2012 11:08 AM
To: Nora Cruz
Subject: Van / Alice Training

Nora Linda,
You're senting in the reservation for the July 10th Word Press (Website Training). Just FYI - Nora Garza and Christina are going as well.
Nora will be the Driver.
Thanks,

Janie Perales
Administrative Assistant II
Texas AgriLife Extension Service
Hidalgo County
410 N. 13th Avenue
Edinburg, TX 78541
T:(956) 383-1026
F: (956) 383-1735

AI-32897 **Constables 6. A.**

CC REGULAR

Meeting Date: 07/03/2012

Department Head: Celestino Avila Jr. **Submitted By:** Blanca Sanchez, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. #1:
Presentation for discussion, consideration, and acceptance of a donation of one (1) Lab mix dog to the Constable Pct. 1 by K9 Program at Jobcorp Facilities in Laredo, TX.

BACKGROUND

Approval of agenda item requires no funding.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

k9-1
k9-2
k9-3
k9-4
k9-5
k9-6
k9-7
k9-8

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	06/20/2012 08:05 AM
Rosalinda Cantu	Rosie Cantu	06/20/2012 04:48 PM
Purchasing Department	Angela Garcia	06/29/2012 05:38 PM

Form Started By: Blanca Sanchez Started On: 06/19/2012 03:57 PM

Final Approval Date: 06/29/2012

May 30, 2012

Celestino Avila Jr.
Hidalgo County Constable Pct#1
1902 Joe Stephens Suite #303
Weslaco, Texas 78596

Re: Donation to the Hidalgo County Constables Office Pct#1 Canine Program

Dear Constable Celestino Avila Jr.,

My name is Billy Smith Director of the K9 program at Jobcorp facilities in Laredo, Texas. I wish to donate a trained police canine to the Hidalgo County Constables office Pct#1 canine program. The canine is a 4 year old black lab named Luke. Canine Luke is a trained dual purpose canine which can be utilized for narcotics detection and tracking. I know that Canine Luke will be an available asset to your Constables Office to track and apprehend criminals, find hidden narcotics. I know that Luke will be an effective tool for criminal enforcement, allowing the Constables office to better serve the citizens of Hidalgo County.

If you have any questions please feel free to contact me at my office number provided:
956 763-3331

Respectfully,

Billy Smith

Billy Smith
Director of K9 Jobcorp

Keep this for your records.

Microchip # 0006B3EA32

For immediate enrollment go to

www.akccar.org

You will receive a confirmation of your pet's enrollment with an AKC CAR collar tag showing your pet's microchip ID number. Please allow up to 4 weeks for delivery of the collar tag.

AKC Companion Animal Recovery
8051 Arco Corporate Drive, Suite 200
Raleigh, NC 27617
800-252-7894
Fax 919-233-1290

AMERICAN KENNEL CLUB℠
COMPANION ANIMAL RECOVERY

The Pet Poison Helpline™ is a third party and AKC Companion Animal Recovery is not responsible for its services or programs. Prices and products subject to change and can be modified or discontinued at any time.

Send this to enroll your pet.

Microchip Enrollment Form

Please clearly PRINT all information.

Pet Information

Pet Name: LUKE
Species: ☒ Dog ○ Cat ○ Other
Breed: RETRIEVER, LABRADOR MIX
☒ Male ○ Female Spayed/Neutered: ☒ Yes ○ No
Date of Birth: 12/6/2008
Color/Markings: BLACK WITH A WHITE STRIPE
Registry (if applicable): ○ AKC ○ Other
Registration # (if applicable):

Primary Contact Information

First Name: SALVADOR QUIROZ JR.
Last Name:
Address: 1902 JOE STEPHENS SUITE # 303
City: WESLACO TX. State: TX
Zip: 78596 Country: U.S.
Home Phone:
Work Phone: 956-447-3775
*Mobile Phone: 956-535-4722
*Text Message Email:
*Email:

*By entering this field I agree to receive notification through this connection regarding my found pet.

Alternate Contact Information

First Name:
Last Name:
Home Phone:
Work Phone:
Mobile Phone:
Email:

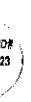
Microchip # 0006B3EA32

Pet's Veterinarian

Name of Clinic:
Phone:

Enrollment Options

☒ Lifetime Enrollment with Standard AKC CAR Collar Tag (only $17.50 when you enroll at www.akccar.org) $ $19.95



○ Upgraded Stainless Steel Collar Tag +$5.00 (optional) $

○ Pet Poison Helpline Service +$19.95 (optional) $

Through AKC CAR, get access to immediate treatment advice from animal experts 24/7. Normally a $35 fee/incident, Pet Poison Helpline offers you and your vet access to the best toxicology resources in your pet's time of need, with no additional fees for the life of your pet.

Total: $

Payment Information

Enclose a check or money order payable to AKC CAR or pay by credit card below:

○ Visa ○ MasterCard ○ American Express ○ Discover
Account Number:
Expiration Date:
Signature:

Communication Preferences

Periodically, AKC CAR will send you information directly related to your pet's enrollment. Please check the information that you do not want to receive:

○ Promotions/news from AKC CAR
○ Email promotions/news from AKC CAR
○ Share my info with third parties for pet-related offers

	Description

ealth Notes

lp your pet enjoy a happy, healthy life.

Pet Health Record

FORT DODGE

Fort Dodge Animal Health

Pet's Name	Luke
Date of Birth	12-15-08
Breed	Lab Mix
Sex	Male
Coat Color	
Eye Color	
Special Markings	Black w/ white
Microchip ID#	0006B3EA32

Date Acquired	
Breed Registration #	License #
Breeder/Shelter Name	
Telephone	

My Veterinarian

Owner's Name	
Address	
City	State Zip
Telephone	
E-mail	

National Pet Wellness

npwm.com

HEALTHY CATS for LIFE

healthycatsforlife.com

otection Against Infectious Diseases

	AGE	__ wks	__ wks	__ wks	__ wks	__ wks	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	7 yrs	8 yrs	9 yrs	10 yrs	11 yrs	12 yrs	13 yrs	14 yrs	15 yrs	16 yrs	17 yrs
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novirus 2								✓															
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onavirus								✓															
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edical Records

ıkemia/FIV or Lyme Disease Test

e	Test	Test Results Pos/Neg	Remarks

artworm Control

e	Test Results Pos/Neg	6 mo. Preventative (brand purchased) 1	2	Remarks
9/11	Neg			

Fecal Exams/Deworming

Date	Age	Test Results Pos/Neg	Remarks
7/29/11	2	Neg	

Parasite Control (Record treatments each month.)

Age	J	F	M	A	M	J	J	A	S	O	N	D
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												

Critter Care Veterinary Clinic
5837 Northgate Suite 100

Laredo , TX 78041
(956) 753-2988

Rabies Certificate

3/8/2012

Client ID:	3689	Patient ID:	31177
Client Name:	LAREDO JOB CORP	Name:	LUKE
Address:	PO BOX 1819	Species:	Canine
		Breed:	Retriever, Labrador Mix
	Laredo, TX 78043	Sex:	Male
Telephone:	(956) 763-3331	Color:	~~YELLOW~~ Black
		Markings:	
		Birth Date:	12/5/2008
		Microchip #:	
		Weight:	76.5

TAG NUMBER:	20606	VACINATION DATE	3/8/2012
LOT NUMBER:	1171383	EXPIRATION DATE	3/8/2013
VACCINE NAME:	RABIES BOOSTER		
PRODUCER:	RABDOMUN		
TYPE:	Killed Virus		

Staff Name: **Sandra Leyendecker, DVM**
Licence Number: **7500**

Patient Medical History

GLEN ROSE VETERINARY CLINIC

MIKE JONES
1404 E. BIG BEND TRAIL
GLEN ROSE TX 76043

Acc. No: 2
Phone: (254)897-4339 (254)396-0884

Patient: LUKE
Species: CANINE
Breed: Lab. Ret. cross
Color: Black & White
Doctor:

DOB: 12/05/2008
Age: 2
Sex: MN
Tag: 11338
Weight: 80.80

Reminders for LUKE :

RAB3	RABIES VACCINE 3 YEARS	07/27/2014
LHWC	HEARTWORM SEROLOGY TEST	07/28/2012

History Line Items: [Code, Description, Qty, Dr, Date]

AKC	AKC MICROCHIP 37.50/DSCOUNTED	1.00	07/29/2011
HWNEG	HEARTWORM TEST NEGATIVE	1.00	07/29/2011
LHWC	HEARTWORM SEROLOGY TEST	1.00	07/29/2011
GB1	BATH	1.00	07/29/2011
RAB3	RABIES VACCINE 3 YEA [Tag/XRay:11339]	1.00	07/29/2011
CDALY	CANINE DHLPP-C LYME	1.00	07/29/2011

Critter Care Veterinary Clinic
EMERGENCY (956) 754-0039
5837 Northgate Suite 100
Laredo, TX 78041
(956) 753-2988

LAREDO JOB CORP
PO BOX 1819
Laredo, TX 78043

Client ID: 3689
Invoice #: 93595
Date: 3/8/2012

Patient ID: 18040
Patient Name: MARLEY
Species: Canine
Breed: Shepherd, German
Weight: 55.80 pounds
Birthday: 05/26/2008
Sex: Female

	Description	Staff Name	Quantity	Total
3/8/2012	BORDETELLA BOOSTER	Sandra Leyendecker, DVM	1.00	$8.00
	DHLPP BOOSTER		1.00	$17.50
	RABIES BOOSTER		1.00	$12.00
			Patient Subtotal:	**$37.50**

Reminder

04/09/2010	Proheart 6 (51-100 lbs)
10/09/2010	HEARTWORM ,EC, LYME,PHAG COMB
03/08/2013	DHLPP BOOSTER
	BORDETELLA BOOSTER
	RABIES BOOSTER

Patient ID: 31177
Patient Name: LUKE
Species: Canine
Breed: Retriever, Labrador Mix
Weight: 76.50 pounds
Birthday: 12/05/2008
Sex: Male

	Description	Staff Name	Quantity	Total
3/8/2012	BORDETELLA BOOSTER	Sandra Leyendecker, DVM	1.00	$8.00
	DHLPP BOOSTER		1.00	$17.50
	RABIES BOOSTER		1.00	$12.00
			Patient Subtotal:	**$37.50**

Reminder

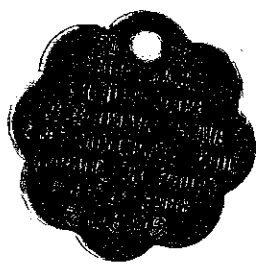
07/29/2012	HEARTWORM ,EC, LYME,PHAG COMB
03/08/2013	BORDETELLA BOOSTER
	DHLPP BOOSTER
	RABIES BOOSTER

No Refunds or Returns will be allowed on Prescription Medications

Reminder Letter Report

Sorted by Client ID

Client ID	Client Name	Patient ID	Patient Name	Item ID/Description	Type	Date
3689	JOB CORP, LAREDO					
Phone:	(956) 763-3331					
		18040	MARLEY	1553 Proheart 6 (51-100 lbs)	L	4/9/2010
				1046 HEARTWORM ,EC, LYME,PHAG CC	L	10/9/2010
				1173 RABIES BOOSTER	L	3/8/2013
				1120 DHLPP BOOSTER	L	3/8/2013
				1100 BORDETELLA BOOSTER	L	3/8/2013
		27886	CHIEF	1100 BORDETELLA BOOSTER	L	3/8/2013
				1173 RABIES BOOSTER	L	3/8/2013
				1120 DHLPP BOOSTER	L	3/8/2013
		30827	ROCKY II	1100 BORDETELLA BOOSTER	L	10/18/2012
				1173 RABIES BOOSTER	L	10/18/2012
				1120 DHLPP BOOSTER	L	12/7/2012
		31177	LUKE	1046 HEARTWORM ,EC, LYME,PHAG CC	L	7/29/2012
				1100 BORDETELLA BOOSTER	L	3/8/2013
				1120 DHLPP BOOSTER	L	3/8/2013
				1173 RABIES BOOSTER	L	3/8/2013
		32648	LONZO	1046 HEARTWORM ,EC, LYME,PHAG CC	L	6/19/2011
				1173 RABIES BOOSTER	L	3/8/2013
				1120 DHLPP BOOSTER	L	3/8/2013
				1100 BORDETELLA BOOSTER	L	3/8/2013
		32649	TRUDI	1100 BORDETELLA BOOSTER	L	9/13/2012
				1173 RABIES BOOSTER	L	9/13/2012
				1120 DHLPP BOOSTER	L	9/13/2012
		32651	INCA	1173 RABIES BOOSTER	L	3/8/2013
				1120 DHLPP BOOSTER	L	3/8/2013
				1100 BORDETELLA BOOSTER	L	3/8/2013
		9393	ROCKY	1150 LYME DISEASE BOOSTER	L	12/2/2009
				1140 GIARDIA VAC	L	12/2/2009
				1046 HEARTWORM ,EC, LYME,PHAG CC	L	1/4/2011
				1173 RABIES BOOSTER	L	3/8/2013
				1120 DHLPP BOOSTER	L	3/8/2013
				1100 BORDETELLA BOOSTER	L	3/8/2013



AI-32834 **Constables 6. B.**

CC REGULAR

Meeting Date: 07/03/2012

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Constable Pct. #2 (1284):
Approval of appropriation of the FY2011 Operation Stonegarden Grant funds for the Constable Precinct No. 2 in the total amount of $5,673.32.

BACKGROUND

Grant was received and approved by Commissioners Court on May 8, 2012 AI-32136.

Fiscal Impact

FISCAL YEAR: see below **ACCT. #:** 2-1284-421-00-292-047-4-XXX

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** no

BUDGETARY IMPACT:

Grant- FY 11/ County- FY 12
Grant was received and approved by Commissioners Court on May 8, 2012 AI-32136.
Sub Recipient Award number: 11-SR 48215-01
Federal Grant award number: EMW-2011-SS-0019

Attachments

grant documents
order
Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	06/14/2012 11:06 AM
Sylvia Solis	Sylvia Solis	06/15/2012 11:17 AM
Purchasing Department	Angela Garcia	06/29/2012 05:38 PM

Form Started By: Rosie Cantu Started On: 06/14/2012 10:20 AM

Final Approval Date: 06/29/2012

Texas Department of Public Safety

2011 Sub-Recipient Agreement

for

Hidalgo County

Date of Award
April 25, 2012

1. Sub-Recipient Name and Address	2. Prepared by: Gabbart, Steven	3. Award Number: 11-SR 48215-01
Judge Ramon Garcia Hidalgo County 1615 S. Closner STE J Edinburg, TX 78539	**4. Federal Grant Information**	
	Federal Grant Title:	**Homeland Security Grant Program**
	Federal Grant Award Number:	EMW-2011-SS-0019
	Date Federal Grant Awarded to TxDPS:	September 1, 2011
	Federal Granting Agency:	Department of Homeland Security FEMA Grant Programs Directorate

5. Award Amount and Grant Breakdowns

OPSG Award Amount (Federal)
CFDA: 97.067
$800,817.00

NOTE: Match requirement details can be found in the federal guidance for the grant named in Box 4 above.

Grant Period:

FROM:	TO:
Sep 1, 2011	Aug 31, 2013

(The SAA Must receive all invoices by the end of grant period)

6. Statutory Authority for Grant: This project is supported under the Department of Homeland Security Appropriations Act of 2010 (Public Law 111-83).

7. Method of Payment: Primary method is reimbursement.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred,suspended, proposed for debarment,en_US declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov.2.8.9029.0

9. Agency Approval

Approving TxDPS Official:	Signature of TxDPS Official:
Machelle Pharr, Deputy Assistant Director State Administrative Agency Texas Department of Public Safety	M. Pharr

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:	Signature of Sub-Recipient Official:
Ramon Garcia County Judge	Ramon Garcia

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:	12. Date Signed :
74-6000717 DUNS #10-311-0834	5/8/12

13. DUE DATE: **June 9, 2012**

Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.

2011 TERMS AND CONDITIONS

Instructions:

The Sub-recipient must:

1. *Fill in the information and sign the Sub-Recipient Award,*
2. *Certify they have read and understand the Terms and Conditions by initialing the bottom of each page.*
3. *Fill in the information located on Page 4.*
4. *Certify to the statements provided in Exhibits A, B, C and D located at the back of this document by filling in contact information and signing all exhibits.*
5. *Return all documents to the DPS/THSSAA on or before the date provided in the transmittal letter and/or in the agreement.*

Parties to Sub-recipient Agreement

This Sub-recipient Agreement (includes the Sub-recipient Award and the Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Homeland Security State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "DPS/THSSAA," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, DPS/THSSAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2011 Sub-recipient Agreement on or before the date provided in the transmittal letter and/or in the Sub-recipient Agreement Award.

Sub-recipient may not assign or transfer any interest in this Sub-recipient Agreement without the express, prior written consent of the DPS/THSSAA.

Overview and Performance Standards

All allocations and use of funds under this grant must be in accordance with the FY 2011 Grant Program Guidance for the Federal Grant Title specified on the Sub-recipient Agreement Award. All award Sub-recipients are required to have read, understood and accepted the FY 2011 Grant Program Guidance as binding.

Standard of Performance. The Sub-recipient shall perform all activities and projects entered into the DPS/THSSAA web-based grants management system which were approved by the THSSAA. The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement, Terms and Conditions and the following Exhibits located at the end of this document:

1. Assurance – Non-Construction Programs, hereinafter referred to as "**Exhibit A**"
2. Assurance – Construction Programs, hereinafter referred to as "**Exhibit B**"
3. Certification, hereinafter referred to as "**Exhibit C**"
4. Assurance – From UGMS §__.14 hereinafter referred to as "**Exhibit D**"

Failure to Perform. In the event the Sub-recipient fails to implement the project(s) entered into the DPS/THSSAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to DPS/THSSAA for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other federal program funds administered by DPS/THSSAA until repayment to DPS/THSSAA is made and any other compliance or audit finding is satisfactorily resolved. Failure to timely implement projects may reduce future funding in additional DHS/FEMA grant programs administered by the DPS/THSSAA.

DPS/THSSAA Obligations

Measure of Liability. DPS/THSSAA shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

Sub-recipient Agreement Funds Defined and Limit of Liability. The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by DPS/THSSAA under the DHS/FEMA grant programs. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by DPS/THSSAA under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the Sub-recipient Award.

Sub-recipient shall contribute the match funds listed on the Sub-recipient Award.

Excess Payments. The Sub-recipient shall refund to DPS/THSSAA any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by DPS/THSSAA or that DPS/THSSAA determines has resulted in overpayment to the Sub-recipient or that DPS/THSSAA determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The Sub-recipient shall make such refund to DPS/THSSAA within thirty (30) days after DPS/THSSAA requests such refund.

Initial _____ Date 5/8/12

Suspension

In the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, DPS/THSSAA may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

DPS/THSSAA's Right to Terminate. DPS/THSSAA shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever DPS/THSSAA determines that the Sub-recipient has failed to comply with any of this Sub-recipient Agreement's terms. DPS/THSSAA shall notify the Sub-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Appeal may be made to the Deputy Director of Homeland Security, Department of Public Safety.

Enforcement

In taking an enforcement action, the awarding agency will provide the sub-recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the sub-recipient is entitled under any statute or regulation applicable to the action involved.

Conflict of Interest

No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Monitoring

Sub-recipients will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirement, timelines, milestone completion, budget, and other related program criteria are being met.

DPS/THSSAA or its authorized representative reserves the right to perform periodic desk/office-based and/or on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, DPS/THSSAA shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to the Suspension and/or Termination Section.

Audit

Audit of Federal and State Funds. The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26). The Sub-recipient will also comply, as applicable, with Texas Government Code, Chapter 783, 1 TAC 5.141.et. seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

Right to Audit. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit DPS/THSSAA or its authorized representative to audit the Sub-recipient's records. The sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

Sub-recipient's Liability for Disallowed Costs. The Sub-recipient understands and agrees that it shall be liable to DPS/THSSAA for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds. The Sub-recipient further understands and agrees that reimbursement to DPS/THSSAA of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract.

Sub-recipient's Facilitation of Audit. The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/THSSAA may require of the Sub-recipient. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

Other Requirements

A. During the performance period of this grant, Sub-recipient government jurisdictions must maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Sub-recipient government jurisdiction's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

Initial _____ Date 5/8/12

B. Projects identified in the DPS/THSSAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of the grant. Sub-recipient will submit its project plans, narrative and budget to DPS/THSSAA and FEMA (if required) for approval prior to expending or requesting advances of any funds for this award. During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.

C. During the performance period, the Sub-recipient must be a registered user of the Texas Regional Response Network (TRRN) (or other response asset inventory management system specified by DPS/THSSAA) and must identify all major resources such as vehicles and trailers, equipment costing $5,000 or more, and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.

D. Sub-recipients must submit Fiscal Year 2010 Indirect Cost Allocation Plan signed by Cognizant Agency. "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 CFR Part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies. Plan should be forwarded to the DPS/THSSAA.

E. Regional Planning Commissions/Council of Governments (COGs) will follow guidelines listed in the DPS/THSSAA FY2011 COG Statement of Work.

F. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The sub-recipient agrees to consult with DPS/THSSAA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

Closing the Grant

A. The Sub-recipient must have expended all grant funds and submitted expenditure reimbursement requests and any invoices by the end of the performance period listed on the sub-recipient agreement.

B. DPS/THSSAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to award modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, DPS/THSSAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, DPS/THSSAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 days of receiving the GAN.

C. At the completion of the sub-recipient's performance period, DPS/THSSAA will de-obligate all uncommitted / unexpended funds.

Restrictions, Disclaimers and Notices

A. In cases where local funding is established by a COG or UASI governing board, the release of funds by DPS/THSSAA is contingent upon funding allocation approval by the governing board.

B. Notwithstanding any other agreement provisions, the parties hereto understand and agree that DPS/THSSAA's obligations under this agreement are contingent upon the receipt of adequate funds to meet DPS/THSSAA's liabilities hereunder, except as required by HSGP grant. DPS/THSSAA shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Sub-recipient Award.

C. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express or Loan Star, to the other party at its respective address set forth below or to a Point of Contact listed for the sub-recipient in the DPS/THSSAA Grants Management System.

DPS/THSSAA Contact Information		**Sub-Recipient Contact Information** (Please Fill-In Contact Information below)	
Deputy Assistant Director,		Name:	Ramon Garcia
Texas Homeland Security State Admin. Agency		Title:	County Judge
Texas Department of Public Safety		Agency:	Hidalgo County
P.O. Box 4087		Address:	1615 S. Closner, Suite J
Austin, TX 78773-0220			Edinburg, Texas 78539

Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with the most recent version of all applicable Laws and Regulations. A non-exclusive list is provided below.

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;

2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

3. 44 CFR Part 10, Environmental Considerations

Initial _____ Date 5/8/12

B. Cost Principles

1. 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2. 2 C.F.R. Part 220, Cost Principles for Education Institutions (OMB Circular A-21)
3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. 48 CFR 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

C. Audit Requirements –OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

D. Grant Guidance

The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FY2011 Grant Program Guidance and application kit and supplemental resources, e.g., for Homeland Security Grant Program currently available at http://www.fema.gov/txt/government/grant/2011/fy11_hsgp_kit.txt; for Regional Catastrophic Preparedness Grant Program, http://www.fema.gov/txt/government/grant/2011/fy11_rcpgp_kit.txt; for Emergency Operations Center Grant Program http://www.fema.gov/txt/government/grant/2011/fy11_eoc_kit.txt; and Nonprofit Security Grant Program, http://www.fema.gov/txt/government/grant/2011/fy11_nsgp_kit.txt.

Lobbying Prohibited

Sub-Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of FEMA.

Environmental Review

The Sub-recipient, as soon as possible upon receiving their grant award, must provide information to DPS/THSSAA to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/THSSAA for review. These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. The recipient must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances. See FEMA Information Bulletin 329.

Recipient shall not undertake any written activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may not be eligible for grant funding.

Retention and Accessibility of Records

Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to the applicable OMB Circular, 44 CFR Section 13.42, UGMS §__.42, and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for 3 years after any real estate or equipment final disposition. The DHS or DPS/THSSAA may direct the sub-recipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.

Access to Records. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Texas Government Code Chapter 552.

Inclusion in Subcontracts. The Sub-recipient shall include the substance of the Retention of Records and Access to Records sections in all subcontracts.

After Action Reporting. The Sub-recipient shall complete, deliver to the appropriate source, and retain copies of all after-action and certificates of completion for all training and exercises paid for by this grant.

Legal Authority

Signatory Authority. The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement.

Authorized Representative. The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

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Conflicts in Requirements. If conflict exists between federal, state, or local requirements, the sub-recipient shall comply with the strictest requirement.

Notice of Litigation and Claims

The Sub-recipient shall give DPS/THSSAA immediate notice in writing of any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out of the performance under this Sub-recipient agreement.

Except as otherwise directed by DPS/THSSAA, the Sub-recipient shall furnish immediately to DPS/THSSAA copies of all documentation or pleadings received by the Sub-recipient with respect to such action or claim.

Non-Waiver of Defaults

ANY FAILURE OF DPS/THSSAA, AT ANY TIME, TO ENFORCE OR REQUIRE THE STRICT KEEPING AND PERFORMANCE OF ANY PROVISION OF THIS AGREEMENT WILL NOT CONSTITUTE A WAIVER OF SUCH PROVISION, AND WILL NOT AFFECT OR IMPAIR SAME OR THE RIGHT OF DPS/THSSAA AT ANY TIME TO AVAIL ITSELF OF SAME. A WAIVER DOES NOT BECOME EFFECTIVE UNLESS DPS/THSSAA EXPRESSLY AGREES TO SUCH WAIVER IN WRITING. ANY PAYMENT BY DPS/THSSAA SHALL NOT CONSTITUTE A WAIVER OR OTHERWISE IMPAIR OR PREJUDICE ANY RIGHT, POWER, PRIVILEGE, OR REMEDY AVAILABLE TO DPS/THSSAA TO ENFORCE ITS RIGHTS, AS SUCH RIGHTS, POWERS, PRIVILEGES, AND REMEDIES ARE SPECIFICALLY PRESERVED.

Indemnity

AS PERMITTED BY LAW, SUB-RECIPIENT SHALL INDEMNIFY, DEFEND AND HOLD DPS/THSSAA AND THE STATE OF TEXAS (INCLUDING ITS DIRECTORS, COMMISSIONERS, EMPLOYEES, AGENTS AND THEIR SUCCESSORS) ("INDEMNITEES") HARMLESS FROM AND AGAINST ANY OF THE FOLLOWING THAT ARISE OUT OF OR RESULT FROM SUB-RECIPIENT'S NEGLIGENCE (ANY AND ALL), FAULT, ACT, FAILURE TO ACT, OMISSION, BREACH OF THIS AGREEMENT OR VIOLATION OF ANY STATE OR FEDERAL LAW AND/OR REGULATION, AS WELL AS ANY VIOLATION OF ANY MATTER MADE THE BASIS OF A TREATY AND/OR CONVENTION AND/OR AGREEMENT BETWEEN THE UNITED STATES AND ANOTHER NATION: CLAIMS; LAWSUITS; DAMAGES; LIABILITIES; PENALTIES; TAXES; FINES; INTEREST; EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, INVESTIGATION COSTS AND ALL DIRECT OR INDIRECT COSTS OR EXPENSES INCURRED IN DEFENDING AGAINST ANY CLAIM, LAWSUIT, OR OTHER PROCEEDING, INCLUDING THOSE EXPENSES INCURRED IN ANY NEGOTIATION, SETTLEMENT, OR ALTERNATIVE DISPUTE RESOLUTION); ANY AND ALL DAMAGES, HOWEVER CHARACTERIZED, SUCH AS DIRECT, GENERAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR THE RIGHTS PROVIDED THEREIN.

IN ANY AND ALL CLAIMS AGAINST ANY OF THE INDEMNITEES BY ANY EMPLOYEE OF THE SUB-RECIPIENT OR ANY EMPLOYEE OF ITS SUBCONTRACTOR(S), THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT WILL NOT BE LIMITED IN ANY WAY BY THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE SUB-RECIPIENT OR ANY OF ITS SUBCONTRACTOR(S) UNDER WORKER'S DISABILITY COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFITS ACTS.

SUB-RECIPIENT SHALL COORDINATE ITS DEFENSE AND ANY SETTLEMENT WITH THE ATTORNEY GENERAL FOR THE STATE OF TEXAS AS REQUESTED BY THE DPS/THSSAA. IN ANY SETTLEMENT, SUB-RECIPIENT MUST NOT MAKE ANY ADMISSION OF LIABILITY ON THE PART OF ANY OF THE INDEMNITEES.

THIS SECTION SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION, CONTRIBUTION OR RIGHT WHICH ANY OF THE INDEMNITEES HAVE BY LAW OR EQUITY.

THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Changes and Amendments

Modification. FEMA or the DPS/THSSAA may change the award document after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates sub-recipient's acceptance of the changes to the award.

Written Amendment. Alterations, additions or deletions to this Sub-recipient agreement's terms, such as changes to period of performance and award amounts, will be made through Grant Adjustment Notices generated by the DPS/THSSAA web-based grants management system and executed by the Parties.

Authority to Amend. During the period of this Sub-recipient agreement's performance DPS/THSSAA and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by DPS/THSSAA or FEMA in the form of Information Bulletins and Sub-recipient Manuals and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to the Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. In the event FEMA or DPS/THSSAA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award.

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Headings

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

Venue

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas, and be governed by Texas Law.

Other General Conditions

DUNS Number. Sub-recipient confirms its Data Universal Numbering Systems Number (DUNS) is the number listed on the Sub-recipient agreement award. Data Universal Numbering System (DUNS) number means the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or http://fedgov.dnb.com/webform.

Central Contractor Registration and Universal Identifier Requirements. Sub-recipient maintains that it has registered on www.ccr.gov, and entered DPS/THSSAA-required information. See SAA Information Bulletin. Sub-recipient will keep current, and then review and update the CCR information at least annually, at the beginning of September of each year. Sub-recipient will keep information current in Central Contractor Registration database until the later of when it submits this grant's final financial report or receives final grant award payment. Sub-recipient agrees that it will not make any subaward agreement or contract related to this award without first obtaining the vendor/subawardee's mandatory DUNS number. See section .210 of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.

Reporting Total Compensation of Sub-recipient Executives. 2 CFR 170.320; see FEMA Information Bulletin 350; SAA Information Bulletin.

1. Applicability and what to report: Sub-recipient must report whether Sub-recipient received $25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 CFR 170.320. Sub-recipient must report whether 80% or more of Sub-recipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Sub-recipient answers "yes" to both questions, Sub-recipient must report, along with Sub-recipient's DUNS number, the names and total compensation (see 17 CFR 229.402(c)(2)) for each of the Sub-recipient's five most highly compensated executives for the preceding completed fiscal year.

2. Where and when to report. Sub-recipient must report executive total compensation at www.ccr.gov. By signing this agreement Sub-recipient is certifying that, if required, Sub-recipient's jurisdiction has already registered, entered the required information, and agrees to keep information in the Central Contractor Registration database current, and update the information at least annually at the beginning of September for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Sub-recipient agrees that it will not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.

Contract Provisions. All contracts executed under this award will contain the contract provisions listed under 44 CFR 13.37(b), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

No Contracts with Debarred or Suspended Parties. Prior to contracting with any vendor or subawardee, the Sub-recipient will determine whether the vendor/subawardee is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department and agency and will confirm the vendor/subawardee does not appear in the Excluded Parties List System, currently at www.epls.gov./search.do.

Direct Deposit. Since September 1, 2011, Sub-recipient has either forwarded or is currently forwarding to DPS an updated direct deposit form currently available at http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf. Sub-recipient may simultaneously sign up for the Advance Payment Notification email feature which provides state of Texas payees with a one-business-day advance notice that a direct deposit payment has been sent to their financial institution. After receiving an APN, payees may securely access their payment details online.

Points of Contacts. Within 30 days of any change, Sub-recipient will enter, confirm, and/or correct the chief elected official, program, and/or financial points of contact in the DPS/THSSAA grant management system.

Publications. All publications produced as a result of this funding, which are submitted for publication in any magazine, journal, or trade paper shall carry the following: "This material is based upon work supported by the U.S. Department of Homeland Security. The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the U.S. Department of Homeland Security."

Quarterly Performance Reports. The sub-recipient will submit performance reports and progress reviews per DPS/THSSAA and/or FEMA's direction. Currently most reports are entered into the grants management system. For Homeland Security Grant Program, Emergency Operations Center Grant Program, Regional Catastrophic Preparedness Grant Program and Non-profit awards performance reports are currently due on each January 20, April 20, July 20 and October 20. The final report is to be filed the quarter after the end of Sub-recipients performance period. Failure to timely complete performance reports will result in the Sub-recipient being unable to request additional reimbursements/advances.

Controlled Unclassified Information. Some information and materials provided pursuant to or resulting from this Award may be export controlled, sensitive, for official use only or otherwise protected by law, executive order or regulation. The sub-recipient is responsible for compliance with all applicable laws and regulations.

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Security Requirements. Sub-recipients of this award shall use their own security procedures and protections to protect Sensitive Information received or distributed under this Award. The sub-recipient shall also establish procedures to provide reasonable assurance that no Sensitive Information will be developed or generated under this award. Such security procedures should include procedures (e.g., security check forms, type of background check/investigations performed (if necessary) and requirements for successful adjudication of the type of background check/investigations performed) to determine the suitability of sub-recipients' personnel requiring recurring access to government facilities or access to Sensitive Information provided under this award. A copy of the security procedures and any proposed Non-Disclosure Agreement for the sub-recipients' personnel shall be submitted to the DPS/THSSAA within two (2) weeks after signing this agreement. The sub-recipient will be notified of any concerns that may be identified once the security procedures are forwarded and reviewed by DHS.

Sensitive Information. Work under this award may involve access to Sensitive Information from the Federal Government. Therefore, the sub-recipient shall not disclose, orally or in writing, any Sensitive Information to any person unless authorized in writing by the DHS Grants Officer. Further, the sub-recipient shall ensure that Sensitive Information is protected in such a manner that it is safeguarded from public disclosure in compliance with local, state or Federal laws and with sub-recipient's security procedures. For those sub-recipient personnel authorized access to Sensitive Information, the sub-recipient must ensure that these persons receive training concerning the protection and disclosure of Sensitive Information both during and after the period of performance.

Public Dissemination of Sensitive Information. The sub-recipient will notify the DPS/THSSAA of any workshops, conferences, seminars or other public venues at least 100 days before presenting any potentially sensitive information regarding this project. No Sensitive Information may be presented by the sub-recipients' personnel without DPS/THSSAA and DHS Grants Officer's review and prior written approval.

Security Concerns/Violations. The sub-recipient shall inform the THSSAA's Deputy Assistant Director in writing within two (2) days of the sub-recipient being made aware of any security concerns with individuals having access to government facilities or Sensitive Information. In the event that Sensitive Information is divulged in violation of sub-recipient's security procedures, the sub-recipient will immediately notify the DPS/THSSAA Deputy Assistant Director and take appropriate law enforcement and legal action.

Site Visits. The DHS and/or DPS/THSSAA, through authorized representatives, has the right, at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by the DHS on the premises of the sub-recipient, or a contractor under this Award, the sub-recipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

Use of DHS, DPS, and DPS/THSSAA Seals and Non-Endorsement. The sub-recipient shall obtain the respective agency's prior written approval before using either agencies' seal. Funding of this Award does not equate to endorsement of use of funding agencies' seals.

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Prohibited Activities

1) Trafficking In Person and Commercial Sex Act Prohibition
a) Provisions applicable to a sub-recipient that is a private entity.
i) A sub-recipient and/or the sub-recipient's employees, may not:
(1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
(2) Procure a commercial sex act during the period of time that the award is in effect; or
(3) Use forced labor in the performance of the award or sub-award under this award.
ii) DPS/THSSAA or FEMA may unilaterally terminate this award, without penalty, if the sub-recipient that is a private entity:
(1) Is determined to have violated a prohibition in paragraph 1a of this award term; or
(2) Has an employee who is determined by an agency official authorized to terminate the award to have violated a prohibition of this award term through conduct that is either:
(a) Associated with performance under this award; or
(b) Imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.
b) Provisions applicable to a sub-recipient that is not a private entity.
i) THSSAA may unilaterally terminate this award, without penalty, if the sub-recipient:
ii) Is determined to have violated a prohibition in paragraph 1a of this award term; or
iii) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a1 of this award term through conduct that is either:
(1) Associated with performance under this award; or
(2) Imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.
c) Provisions applicable to any recipient:
i) A Sub-recipient must inform the DPS/THSSAA immediately of any information it received from any source alleging a violation of a prohibition in paragraph a1 of this award term.
ii) DPS/THSSAA's right to terminate unilaterally is described in 1b or 2 of this section:
(1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g)), and
(2) Is in addition to all other remedies for noncompliance that are available to DPS/THSAA under this award.
iii) Sub-recipient must include the requirements of 1a of this award term in any sub-award the sub-recipient makes to a private entity.
d) Definitions. For purposes of this award term:
i) "Employee" means either:
(1) An individual employed by a sub-recipient who is engaged in the performance of the project or program under this award: or
(2) Another person engaged in the performance of the project or program under this award and not compensated by Sub-recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt, bondage, or slavery.
iii) "Private entity" means:
(1) Any entity other than a State, local government, Indian Tribe, or foreign public entities, as those terms are defined in 2 CFR 175.25.
(2) Includes:
(a) A non-profit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).
(b) A for-profit organization
iv) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

2) Classified Security Condition
a) "Classified national security information" as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
b) No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information
c) Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Branch Program (ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.
d) Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS " Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008: EO's 12829, 12959, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and /or other applicable implementing directives or instruction. All security requirement documents are currently located at: http;//www.dhs/gov/xopnbiz/grants/index.shtm.
e) Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISPB, or the appropriate Federal department or agency, for approval and processing instructions. DHS Office of Security ISPB contact information: Telephone: 202-447-5346, Email: D254AdministrativeSecujjidhs.gov, Mail: Department of Homeland Security, Office of the Chief Security Officer, ATTN: ASD/Industrial Security Program Branch, Washington, DC. 20528

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Operation Stonegarden (OPSG) Specific Condition

The OPSG Sub-recipient is prohibited from obligating or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific, or modified county level or equivalent Operational Order/Frag Operation Order with embedded estimated operational budget has been reviewed and approved through an official email notice issued by FEMA removing this special programmatic condition. The Operations Order approval process/structure is as follows: Operations Orders are submitted to (1) THE APPROPRIATE Customs and Border Productions (CBP) Border Patrol (BP) Sector Headquarters (HQ) upon approval by the Sector HQ, forwarded through the Border Patrol Enforcement Transfer System (BPets) system to (2) the OPSG Coordinator, CBP/BP Washington, DC and upon approval forwarded to (3) Federal Emergency Management Agency (FEMA), Grant Program Directorate (GPD), Grant Development and Administrative Division (GD&A). Notification of release of programmatic hold will be sent by FEMA via email to the Texas Homeland Security State Administrative Agency (THSSAA) with a copy to OPSG Coordinator at CBP/BP HQ, Washington DC.

Emergency Operations Center Grant Program (EOCGP) Specific Condition

The Sub-recipient is prohibited from obligating, expending or drawing down EOCGP funds provided through this award until the required budget and budget narrative are reviewed and approved by FEMA and an official notice has been issued from FEMA removing this special condition.

Regional Catastrophic Preparedness Grant Program (RCPGP) Specific Condition

The Sub-recipient is prohibited from obligating or expending RCPGP funds provided through this award until the required budget and budget narrative are approved by FEMA and this condition is rescinded. In addition, the Sub-recipient is prohibited from obligating or expending RCPGP funds provided through this award until DHS/FEMA has provided signed approval of the project narrative and project plans to the Sub-recipient.

State Requirements for Grants

Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated in Texas Government Code Chapter 783, Uniform Grant and Contract Management Code: State Administrative Agency Information Bulletins, currently available at http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm, Texas Uniform Grants Management Standards (UGMS) currently at governor.state.tx.us/files/state-grants/?UGMS062004.doc; and the State Administrative Agency Sub-recipient Manual, currently available at http://www.txdps.state.tx.us/director_staff/saa/documents/subrecipientManual.pdf. Sub-recipient(s) must, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of the award, and the approved application.

The Sub-recipient will follow Texas General Appropriations Act, Art. IX, section 4.05 which requires conforming with:

a) Texas General Appropriations Act, Art. IX, Parts 2 and 3 of the General Appropriations Act, except there is no requirement for increased salaries for local government employees;

b) Texas Government Code section 556.004, 556.005, and 556.006 including not using any money or vehicle to support the candidacy of any person for office; not influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose; and not using grant funds to influence the passage or defeat of a legislative including not assisting with the funding of a Lobbyist, or using grant funds to pay dues to an organization with a registered Lobbyist;

c) Texas Government Code section 2113.012 and 2113.101 including not using grant funds to compensate any employee who uses alcoholic beverages on active duty plus Sub-recipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;

d) Texas General Appropriations Act, Art. IX, section 6.13 requiring Sub-recipients to make every effort to attain key performance target levels associated with this grant award, including performance milestones, milestone time frames, and related performance reporting requirements; and

e) General Appropriations Act, Art. IX, section 7.01, 7.02, and 7.03 and Texas Government Code § 2102.0091, including grants funds may only be expended if the Sub-recipient timely completes and files its reports.

Please fill in the appropriate information and sign.

Print Name of Authorized Official Ramon Garcia

Title County Judge

Sub-recipient Organization Hidalgo County

Signature of Authorized Official 5/8/12 Date

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EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this agreement.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

Initial _____ Date 5/8/12

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this program.

Please fill in the appropriate information and sign.

Print Name of Authorized Official Ramon Garcia

Title County Judge

Sub-recipient Organization Hidalgo County

Signature of Authorized Official 5/8/12 Date

Initial _____ Date 5/8/12

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this agreement.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based pain in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

Initial _____ Date 5/8/12

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this program.

Please fill in the appropriate information and sign.

Print Name of Authorized Official Ramon Garcia

Title County Judge

Sub-recipient Organization Hidalgo County

Signature of Authorized Official _____ Date 5/8/12

Initial _____ Date 5/8/12

Exhibit C

Certifications

The undersigned, Ramon Garcia (print), as the authorized official of Hidalgo County certifies the following to the best of his/her knowledge and belief.

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, of modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification). The Sub-recipient certifies that it and its principals and vendors:

1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to www.epls.gov and the State Debarred Vendor List www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
2. Have not within a three-year period preceding this agreement 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;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and
4. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; or
5. Where the sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement. (Federal Certification)

E. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Sub-recipient must comply with 2 CFR Part 180 Subpart C as a condition of receiving grant funds, and sub-recipient must require such compliance in any sub-grants or contract at the next tier.

G. Drug-free Workplace Act, as amended, 41 U.S.C. §701 et seq. – Requires the recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, place(s) where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. The recipient must notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 CFR Part 17.

H. Sub-recipient agrees that it is not delinquent on any Federal debt.

I. Sub-recipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.

Initial _____ Date 5/8/12

J. Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

Please fill in the appropriate information and sign.

Print Name of Authorized Official Ramon Garcia

Title County Judge

Sub-recipient Organization Hidalgo County

Signature of Authorized Official Date 5/8/12

Initial _____ Date 5/8/12

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient

1. Will comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

2. Must insure that all information collected, assembled, or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

3. Must comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

4. Must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

5. Will not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the subgrantee is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

6. Must comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules if the subgrantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.

7. Will follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section __.36 for additional guidance on contract provisions).

8. Must comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

9. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

10. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.

11. Will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

14. Will insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

Initial _____ Date 5/8/12

15. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

18. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

20. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

21. Will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

22. Will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Will comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. Certifies that is and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at http://www.epls.gov.

25. Must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Please fill in the appropriate information and sign.

Print Name of Authorized Official Ramon Garcia

Title County Judge

Sub-recipient Organization Hidalgo County

Signature of Authorized Official

5/8/12
Date

Initial _____ Date 5/8/12

U.S. Department of Homeland Security
Bureau of Customs and Border Protection
Operations Order Report

Op Order Name: FY2011 OPSG TX Hidalgo County
Op Order Number: 12-MCAMCA-01-001 Version 0
Op Dates: **From:** 10/1/2010 **To:** 8/31/2014
Report Date: 1/9/2012

Executive Summary

The fiscal year 2011 Operation Stonegarden (OPSG 11) initiatives will focus on enhancing law enforcement preparedness and operational readiness along the land borders of the United States/Mexico border. The FY 2011 OPSG funds will augment Hidalgo County Sheriff's Office (HCSO) and eighteen (18) local friendly forces/law enforcement agencies participating with Operation Stonegarden 11 in the Rio Grande Valley, Hidalgo County, Texas along the U.S./Mexico Border.

If awarded, this grant will provide funding (i.e., operational overtime costs, fringe benefits, equipment, fuel and maintenance costs etc.) to designate localities to enhance cooperation and coordination between the HCSO and eighteen (18) local friendly forces/law enforcement agencies in a joint mission to reduce border related crimes and assist in securing Hidalgo County and the United States land borders (refer to budget details narrative). Together, these friendly forces and law enforcement agencies participating in OPSG 11 will enforce local and state laws within each agency's jurisdiction and will not enforce immigration laws on behalf of Customs and Border Protection/Border Patrol.

Consequently, border security detection and surveillance capabilities will improve and result in augmenting and supporting existing law enforcement resources in order to better deter, detect, disrupt and solve border-centric crimes in area of responsibility (AOR) of border Sectors and within Hidalgo County jurisdictions.

Hidalgo County Sheriff's Office and eighteen (18) local law enforcement agencies (friendly forces) will participate in this multi-agency operation, to identify, locate, apprehend, prosecute, and remove any and all individuals who pose a threat to public safety and security. Operation Stonegarden 2011 will establish a tiered law enforcement effort in Hidalgo County jurisdiction and the Rio Grande Valley Sector AOR through appropriate overtime funding associated with enhanced law enforcement activities from the participating agencies.

Border control and will be achieved through improved enforcement, rapid mobility, and intelligence driven resource deployment.

I. SITUATION

A. General Situation:

Operation Stonegarden 2011 will be a multi-agency operation that will help identify, locate, apprehend, prosecute, and remove individuals who pose a threat to public safety and border security. Stonegarden operational activities will emphasize those measures that increase border security in direct coordination with CBP/Border Patrol.

State and local law enforcement personnel will provide enhanced enforcement by increasing patrol presence in the proximity of the border and/or routes of egress leading from the border.

State and local agencies will utilize their unique investigatory and prosecutorial areas of expertise in operations targeting criminal illegal immigrants, document fraud, and intelligence development. This operational concept does not result in a change or extension of Federal authority to state or local law enforcement agencies to enforce Federal immigration laws.

It is anticipated however, that increased enforcement activities under Operation Stonegarden 2011 will significantly impact the ability of criminal organizations to operate within Hidalgo County, and the Texas Rio Grande Valley area and reduce the threat of border incursions.

If Federal immigration violations are encountered, state and local agencies may refer those violations to Border Patrol for appropriate action consistent with current polices and practices.

B. Terrain/Weather:

Hidalgo County, the seventh largest county in the state of Texas, consists of 1600 square miles and shares approximately 78 miles of international border with the Republic of Mexico and is separated by the Rio Grande River. The terrain consists of numerous urban areas (consisting of twenty towns/cities), heavily populated rural areas, some heavy brush land and some fields used for farming. Many roads lead to the Rio Grande River with most intersecting FM 1016, U.S. 281 and U. S. Highway 83, the major thoroughfares running through the county.
There are numerous farm roads in the county that are used for agriculture and ranching purposes, along with numerous gas wells and fields within the county.

C. Criminal Element:

There are various narcotics, ammunition/weapons and alien smuggling groups identified as the Gulf Cartel that operate within Hidalgo County,

RGV Sector AOR. From gathered intelligence, most criminal individuals/organizations operate under an organized structure employing sophisticated counter-intelligence networks that are embedded within the urbanized communities along the US/Mexico international boundaries.

Some of their smuggling routes have been identified by peace officers of the Hidalgo County Sheriff's Office, and eighteen (18) local friendly forces/law enforcement agencies, agents of Immigration Customs Enforcement, Drug Enforcement Administration and Border Patrol. Hidalgo County has seen an increase in criminal activity involving illegal immigrants. The residents and public officials of this county have expressed the need for increased protection along the Texas/Mexico border. The HCSO responds to daily calls pertaining to criminal activities and conduct numerous investigations involving criminal illegal immigrants and/or criminal organizations.

These criminal activities pose a specific problem that affects the citizenry of Hidalgo County. These specifics criminal individuals/organizations are responsible for a vast amount of crimes such as murders, kidnappings, extortions, sexual assaults, burglaries, robberies and auto thefts. Such criminal activities have escalated and given birth to the more violent pseudo cop home invasion within Hidalgo County and neighboring counties.

The Gulf Cartel is a major criminal organization known to operate within the RGV Sector AOR. This organization employs a sophisticated counter-intelligence network that is embedded within the communities along both sides of the Rio Grande River. This organization, due to tremendous pressure applied by Border Patrol enforcement activities, has taken into their ranks members of the Los Zetas and La Maña drug trafficking organizations...

The government of Mexico in an effort to curb the violence related to the smuggling of narcotics has deployed military troops to the RGV border area. Mexican Army enforcement actions on Gulf Cartel drug stash houses could lead to instability in the Reynosa and Matamoros area. The encounter of known or suspected Gulf Cartel members within the RGV AOR is a possibility and an officer safety concern.

D. Friendly Forces:

1. RGV Sector Border Patrol Stations
2. RGV Sector Office of Intelligence
3. CBP Air & Marine
4. Texas Department of Public Safety
5. Immigration and Customs Enf. (ICE)

6. Hidalgo County Sheriff's Office
7. Hidalgo Constable Precinct 2
8. Hidalgo Constable Precinct 3
9. Hidalgo Constable Precinct 4
10. Alamo Police Department
11. Alton Police Department
12. Donna Police Department
13. Edinburg Police Department
14. Hidalgo Police Department
15. La Joya Police Department
16. Mercedes Police Department
17. Mission Police Department
18. Palmhurst Police Department
19. Palmview Police Department
20. Penitas Police Department
21. Pharr Police Department
22. San Juan Police Department
23. Sullivan City Police Department
24. Weslaco Police Department

II. MISSION

Department of Homeland Security, CBP/Border Patrol and state, local enforcement agencies operating in the Texas, Rio Grande Valley will collaborate to raise border security by increasing law enforcement presence along the border, intelligence/information sharing, and communication. Grant funding via Operation Stonegarden 2011 will be administered by Hidalgo County local government in support of joint operational plans that utilize the HCSO and eighteen participating friendly forces/law enforcement agency's unique jurisdictional capabilities in conjunction with CBP/Border Patrol.

These enforcement activities will be available 24 hours a day 7, days per week by utilizing the manpower and assets listed in the operations order.

III. EXECUTION

A. Management/Supervisor Intent:

State and Local law enforcement agencies participating in FY 2011 OPSG will enforce local/state laws within their jurisdiction and will not enforce immigration laws on behalf of CBP/Border Patrol. Each participating agency will conduct enforcement activities that have a nexus and contribute to border security as described, specified and document in the

"Specific Responsibilities" section of the FY 2011 Stonegarden Operational Plan.

Hidalgo County Sheriff's Office and the eighteen (18) participating friendly forces intend to maintain a high law enforcement presence in cooperation with CBP/Border Patrol and utilize the Central Unified Command structure at the Border Intelligence Center (BIC) based at the RGV Sector Office of Intelligence to ensure operational cohesiveness of all agencies involved.

B. General Concept:

The Department of Homeland Security is funding the operational cost of Operation Stonegarden through the State of Texas Governor's Division of Emergency Management.

Hidalgo County Sheriff's Office and eighteen (18) participating law enforcement agencies will conduct operations in RGV Sector border zones along the international border with Mexico and in depth to identify criminal organizations, avenues of approach, routes of egress, and methods of transportation into the interior of the United States.

Operation Stonegarden 2011 does not authorize extension of Federal authority to state or local law enforcement agencies to enforce Federal immigration laws. However, when Federal immigration violations are encountered, state and local agencies may refer those violations to Border Patrol for appropriate action.

C. Specific Responsibilities:

HIDALGO SHERIFF'S OFFICE AND IDENTIFIED FRIENDLY FORCE MENTIONED IN SECTION D OF THIS OPERATIONAL PLAN

All FY 2011/12 OPSG operational activities will be coordinated between HCSO and eighteen (18) participating Friendly Forces (law enforcement agencies) involved in the Hidalgo County strategy. The project objectives and tasks will address the critical need to achieve a safe and secure border along the RGV Sector and throughout Hidalgo County jurisdiction, by having daily coordination, collaboration and communications with the CBP/Border Patrol (BP) Sector.

Objective 1: Reduce threat of border incursions and exercise risk management in relation to anti-smuggling efforts by increasing law enforcement presence and special operations on routes of border egress in the Weslaco and McAllen Stations AOR. Utilizing Operation

Stonegarden 2011 funding for overtime, fuel, equipment, vehicles and mileage in order to increase law enforcement presence/patrol activities in the area surrounding Weslaco and McAllen Stations (AOR) critical transit nodes as identified via intelligence, arrest of aliens, seizure of narcotics and weapons contraband.

Hidalgo County Sheriff's Office and eighteen (18) friendly forces as identified in Section D will enforce all state laws, and local ordinances against violators within the perspective jurisdiction areas in efforts to reduce criminal activities associated with the criminal minded illegal immigrants and drug smuggling organizations (DTOs).

HCSO along with participating friendly forces as identified in Section D of this operational plan WILL NOT enforce Title 8 (US Immigration Laws)

1. Hidalgo County Sheriff's Office (HCSO):
Increase law enforcement presence/patrol activity in the area surrounding Weslaco and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, Highway 281, and Military Highway 281). During OPSG11 HCSO will provide six (6) uniformed deputies in marked vehicles to actively patrol US Expressway 83, Highway 281, Military Highway 1016, FM 492, Loop 374, FM 886, FM 2221, FM 107, FM 1925 and corridors between the Border Patrol checkpoints and border egress routes including, FM 907, FM 2812, FM 681, FM, 1015, FM 491, FM 88, FM 493 FM 186, FM 1017 and FM 490.
2. Hidalgo County Constable Precinct 2:
Increase law enforcement presence/patrol activity in the area surrounding Weslaco and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, Highway 281, and Military Highway 281). During OPSG11 HCSO will provide two (2) uniformed deputies in marked vehicles to actively patrol US Expressway 83, Highway 281, Military Highway 1016, FM 492, Loop 374, FM 886, FM 2221, FM 107, FM 1925 and corridors between the Border Patrol checkpoints and border egress routes including, FM 907, FM 2812, FM 681, FM, 1015, FM 491, FM 88, FM 493 FM 186, FM 1017 and FM 490.
3. Hidalgo County Constable Precinct 3:
Increase law enforcement presence/patrol activity in the area surrounding Weslaco and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, Highway 281, and Military Highway 281). During OPSG11 HCSO will provide 5 (five) uniformed deputies in marked vehicles to actively patrol US Expressway 83, Highway 281, Military Highway 1016, FM 492, Loop 374, FM 886, FM 2221, FM 107, FM 1925 and corridors between the Border Patrol checkpoints and border egress

routes including, FM 907, FM 2812, FM 681, FM, 1015, FM 491, FM 88, FM 493 FM 186, FM 1017 and FM 490.

4. Hidalgo County Constable Precinct 4:

Increase law enforcement presence/patrol activity in the area surrounding Weslaco and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, Highway 281, and Military Highway 281). During OPSG11 HCSO will provide ten (10) uniformed deputies in marked vehicles to actively patrol US Expressway 83, Highway 281, Military Highway 1016, FM 492, Loop 374, FM 886, FM 2221, FM 107, FM 1925 and corridors between the Border Patrol checkpoints and border egress routes including, FM 907, FM 2812, FM 681, FM, 1015, FM 491, FM 88, FM 493 FM 186, FM 1017 and FM 490.

5. Alamo Police Department:

Utilize Stone Garden funding for overtime, fuel, and mileage in order to increase law enforcement presence/patrol activity in the area surrounding Weslaco Stations' Critical Transit Nodes (Expressway 83, FM 907). Alamo PD will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with alien and drug smuggling. Alamo PD will provide uniformed officers in marked vehicles to actively patrol the Expressway 83, North and South Fm 907, Tower Rd., and Cesar Chavez Rd.

6. Alton Police Department:

To increase law enforcement presence/patrol activity in the area surrounding McAllen Station's Critical Transit Nodes (Conway and 5 Mile Line). Alton PD will enforce state law and local ordinances against violators in the target areas to help reduce criminal activity associated with alien and drug smuggling. Alton PD will provide uniformed officers in marked vehicles to actively patrol 5 Mile Line and Conway.

7. Donna Police Department:

Engaged in heighten law enforcement presence/patrol activity in the area surrounding Weslaco Stations' Critical Transit Nodes (Expressway 83, FM 493). DPD will not enforce Title 8 (US Immigration law). DPD will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with alien and drug smuggling. DPD will provide uniformed officers in marked vehicles to actively patrol the Expressway 83, and FM 493.

8. Edinburg Police Department:

Edinburg Police Department will heighten law enforcement effort to disrupt criminal activities along and surrounding the US Hwy 281 corridor. This is to include roads that feed US Hwy 281, such as Bus. Hwy 281 (Closner Blvd), State Hwy 107 (University Dr), FM 1925 (Monte Cristo Rd), etc; ancillary roads such as Mon Mack Rd, McColl Rd, FM 3420 (Jackson Rd), FM 1426 (Raul Longoria Rd), etc. and any other location that is identified through investigation as being used for smuggling activities. Officers will be enforcing state and local laws.

9. Hidalgo Police Department:

Increase law enforcement presence/patrol activity in the area surrounding the Hidalgo POE and border egress routes within the city. HPD will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with alien and drug smuggling. HPD will provide uniformed officers in marked vehicles (i.e. patrol units, all-terrain vehicles, bicycles, etc.) to actively patrol border egress routes in Spur 115, SH336, US Military 281, McColl Road, Jackson Road.

10. La Joya Police Department

Increase law enforcement presence/patrol activity in the La Joya area Expressway 83, FM 2221, FM 2521, Santos Ramirez Ave., El Charco Ranch Area, Tierra Blanca Subdivision, Garza Ave., and Military Rd, all known to be high, drug and human trafficking areas. LJPD will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with alien and drug smuggling.

11. Mercedes Police Department:

Mercedes Police Department's mission is to increase law enforcement presence/patrol activity in the area surrounding Weslaco Border Patrol Stations' Critical Transit Nodes (Expressway 83, and Military Highway 281). MPD will provide uniformed officers in marked vehicles to actively patrol the Expressway 83, Military Highway 281 and border egress routes including FM 491.

12. Mission Police Department:

Mission Police will enforce state laws and local ordinances against violators in the identified areas to reduce criminal activity associated with alien, drug and weapon smuggling, by providing uniformed officers in marked vehicles and actively patrolling Expressway 83, Military Highway 281, FM 1016, FM 494, TX Hwy 107, and roads leading to and from the Rio Grande River. MPD will monitor the banks of Rio Grande River along the Anzaldua's Dam, Chimney Park boat ramp, National Butterfly Park and Bentsen State Park.

13. Palmhurst Police Department:

Palmhurst PD will provide uniformed officers in marked vehicles to actively patrol the border egress routes covering West and East on Expressway 83. The Stonegarden Operations will continue on South Military Road to the banks of the Rio Grande River at Los Ebanos Road and other assigned routes such as 3 Mile Line.

14. Palmview Police Department:

PPD will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with alien and drug smuggling. (Rio Grande River) to major highway transportation corridors (83 Hwy) leading from East on Showers Road to Inspiration Road. Also, Weslaco Stations Critical Transit Nodes (Expressway 83, South Military Road, FM1015, and FM 88).

15. Penitas Police Department:

Penitas PD will provide uniformed officers in marked vehicles to actively patrol the Expressway 83, FM 1427, Loop 374, and border egress routes near the Rio Grande River.

16. Pharr Police Department:

Pharr PD will provide uniformed officers in marked vehicles to actively patrol the US Expressway 83, US Expressway 281, and border egress routes including Military Highway, Jackson Rd. and I Rd.

17. San Juan Police Department:

SJPD will provide a uniformed officer in marked vehicle to actively patrol the Expressway 83, North and South FM 1426, South Stewart Road, Military Hwy 281, Cesar Chavez Road and "I" road. Officers and police vehicles assigned to this operation will concentrate in the above mentioned target areas with the goal of enforcing state laws such as, but not limited to, intercepting illegal drugs and other anti-smuggling efforts. Scheduling of shifts will fluctuate, but will consist of officers working areas for four hours a day, 2 days a week, for 20 weeks.

18. Sullivan City Police Department:

Sullivan PD will provide uniformed officers in marked vehicles to actively patrol the border egress routes covering West and East on Expressway 83. We will continue on South Military Road near the banks of the Rio Grande River, FM 886, Pinto Road, and Guadalupe Flores Road.

19. Weslaco Police Department:

WPD will provide uniformed officers in marked vehicles to actively patrol Expressway 83, and border egress routes including FM 88, FM 1015.

D. Coordinating Instructions:

The Hidalgo County Sheriff's Office and eighteen (18) local Friendly Forces/Law Enforcement Agencies and the CBP Rio Grande Valley Sector Stations will coordinate Stonegarden-related enforcement activities within their respective AORs. The RGV Sector Office of Intelligence will coordinate the establishment of performance measures and the collection, analysis and dissemination of intelligence with state and local counterparts.

An operational plan for each agency/operation described in Part C. above will be generated and approved by the Chief Patrol Agent, Rio Grande Valley Sector and OBP prior to implementation. Each respective law enforcement agency will perform the same duties as normally accomplished by their respective agencies. Agencies will, however, be required to work all federally funded overtime in geographical locations at, near or adjacent to the international border in direct coordination with Customs and Border Protection personnel from the respective Border Patrol Station. Intelligence entities of the United States Border Patrol will coordinate intelligence analysis with the appropriate law enforcement agencies via the Border Intelligence Center (BIC).

IV. ADMINISTRATION/LOGISTICS

A. Cost Estimates/Funding Issues:

Admin/Logistics Budget	Narrative Justification		Federal Request
HCSO Deputies	2080 hrs	@ $32.28	$ 67,142.40
HCSO Supervisor	520 hrs	@ $39.06	$ 20,311.20
HC PCT 2 Supervisor	133.05hrs	@$35.15	$ 4,676.71
HC PCT 3 Supervisor	27 hrs	@$36.46	$ 984.42
HC PCT 3 Supervisor	54 hrs	@$33.15	$ 1,790.10
HC PCT 3 Deputy	108 hrs	@$32.28	$ 3,486.24
HC PCT 3 Deputy	42 hrs	@$30.14	$ 1,265.88
HC PCT 3 Deputy	28 hrs	@$28.35	$ 793.80
HC PCT 3 Deputy	84 hrs	@$27.39	$ 2,300.76
HC PCT 4 Deputies	69 hrs	@$32.28	$ 2,227.32
HC PCT 4 Deputies	46 hrs	@$31.19	$ 1,434.74
HC PCT 4 Deputies	44 hrs	@$30.14	$ 1,326.16
HC PCT 4 Deputies	176 hrs	@$27.39	$ 4,820.64
HC PCT 4 Supervisor	69 hrs	@$33.15	$ 2,287.35
Alamo PD	400 hrs	@$30.00	$ 12,000.00
Alton PD	222 hrs	@$21.37	$ 4,744.14
Donna PD	660 hrs	@$25.00	$ 16,500.00
Edinburg PD	1224 hrs	@$53.25	$ 65,178.00
Hidalgo PD	368 hrs	@$29.00	$ 10,672.00
Mercedes PD Officer	156 hrs	@$26.786	$ 4,178.62
Mercedes PD Supervisor	150 hrs	@$30.071	$ 4,510.65
Mission PD	720 hrs	@$34.50	$ 24,840.00
Palmhurst PD	309.97 hrs	@$21.09	$ 6,537.27
Palmview PD	583.6860 hrs	@$35.00	$ 20,429.01
Pharr PD	1,080hrs	@$33.00	$ 35,640.00
San Juan PD	260.5744hrs	@$30.00	$ 7,817.23
Sullivan City PD	192 hrs	@$19.97	$ 3,834.00
Weslaco PD Officer	816 hrs	@$36.02	$ 29,392.32
Weslaco PD Supervisor	392 hrs	@$41.81	$ 16,389.52
Total Combined Overtime:			**$ 377,510.48**

Fringe Benefits (FICA, Retirement, Unemployment Comp, W/C)

HCSO	17.75%	$ 15,523.01
HC PCT 2	21.31%	$ 996.61
HC PCT 3	21.49%	$ 2,282.50
HC PCT 4	21.49%	$ 2,599.48
Alamo PD	18.50%	$ 2,220.00
Alton PD	16.19%	$ 768.08
Donna PD	11.78%	$ 1,943.70
Edinburg PD	19.7%	$ 12,840.07
Hidalgo PD	22.19%	$ 2,368.12

Mercedes PD	31.51%	$ 2,737.99
Mission PD	23.28%	$ 5,782.75
Pharr PD	25.61%	$ 9,127.40
San Juan PD	17.49%	$ 1,367.23
Sullivan City PD	22.65%	$ 868.40
Weslaco PD	17.58%	$ 8,048.45

Total Combined Fringe Benefits: **$ 69,473.79**

New/Replacement Equipment: (note: fully equipped patrol unit's will include, emergency lighting, comm. radio, graphics, prisoners partition, computer system, camera system, shotgun mounts)

HCSO	1-ICX Sky tower Platform @ $115,000 ea.	$ 113,000.00
HCSO	1-FLIR thermal imaging camera	$ 6,290.39
Alamo PD	1 2007/2009 Ford Crown Victoria w/equipment	$ 8,000.00
Alton PD	Emergency Response Tactical entry gear	$ 1,180.00
Alton PD	3 Tactical Ballistic helmets	$ 839.97
Alton PD	2 Tactical entry ballistic shields	$ 2,765.90
Alton PD	3 Ballistic helmet goggles	$ 255.00
Alton PD	shipping and handling (freight)	$ 70.00
Hidalgo PD	2 Wearable video cameras	$ 2,000.00
Hidalgo PD	2 Generation 3 night vision goggles	$ 8,000.00
Hidalgo PD	1 20x80 military binocular	$ 1,396.17
La Joya PD	12 Ballistic Vest's	$ 10,623.08
Mercedes PD	Commercial Bench Scale	$ 575.00
Mercedes PD	Ballistic shield	$ 3,035.00
Mercedes PD	Breaching Ram	$ 345.00
Mercedes PD	Two window tint meters	$ 330.00
Mercedes PD	Two handheld radar units	$ 2,800.00
Mercedes PD	Six Micro Audio/video recorders	$ 600.00
Mercedes PD	Two portable breath testers	$ 840.00
Mercedes PD	Phone call recording device	$ 200.00
Mercedes PD	Twelve portable radio Mic's	$ 1,320.00
Mercedes PD	Two seat and floor pans	$ 1,060.00
Mercedes PD	Equipment Case	$ 350.00
Mercedes PD	Two undercarriage inspection mirrors	$ 180.00
Mercedes PD	Metal Detector	$ 480.00
Mercedes PD	Three red/blue dash lights	$ 870.00
Mercedes PD	Two red/blue grill lights	$ 174.57
Mission PD	1 ICX Skytower platforms	$ 72,339.44
Penitas PD	1- Safety vision mobile recording system	$ 4,085.80
Pharr PD	1 – 2012 Chevrolet Suburban fully equipped	$ 51,650.00
San Juan PD	1 – 2011 Chevrolet Tahoe equipped unit	$ 27,587.75

Total Equipment: **$323,243.07**

Reimbursement for Mileage

HC PCT 3	3,200.00 miles	@ .55	$ 1,760.00
Alamo PD	4,170 miles	@ .55	$ 2,293.50
Donna PD	6,581 miles	@ .55	$ 3,619.55
Edinburg PD	31,980.06 miles	@ .55	$ 17,589.03
Hidalgo PD	4,600 miles	@ .55	$ 2,530.00
Mercedes PD	2,806 miles	@ .55	$ 1,543.30
Sullivan City PD	1,850.39 miles	@ .55	$ 1,017.71
Total Mileage:			**$ 30,353.09**

HIDALGO COUNTY TOTAL COMBINED BUDGET: **$ 800,580.43**

Cost Estimates:

General Cost: $353,832.73

OT Cost: $446,984.27

Total Cost: $800,817.00

B. Travel:

N/A

C. Lodging:

N/A

D. Reception of Detailed Personnel:

N/A

E. Uniform and Equipment:

N/A

F. Special Equipment:

N/A

G. Alien Processing:

Alien Processing will be coordinated through the McAllen and Weslaco Border Patrol Stations.

H. Medical:

Medical emergencies will follow Hidalgo County's Emergency Management protocol.

I. Detention/Transportation:

Alien detention and transportation will be coordinated through the McAllen and Weslaco Border Patrol Stations,

J. Vehicles:

N/A

V. COMMAND/CONTROL/COMMUNICATION

A. Chain of Command:

Participating agencies will maintain their individual chains of command as dictated by internal policies and guidelines. Operations Orders for specific Stonegarden enforcement efforts will be approved by the Chief Patrol Agent, Rio Grande Valley Sector, followed by Office of Border Patrol and FEMA prior to funding.

1. Border Patrol	CPA Rosendo Hinojosa	956-289-4800
2. HCSO	Sheriff Guadalupe Treviño	956-383-8114
3. HC PCT 2	Constable Gilbert Alaniz	956-783-4664
4. HC PCT 3	Constable Larry Gallardo	956-581-6800
5. HC PCT 4	Constable Eddie Guerra	956-383-8560
6. Alamo P.D.	Chief Arturo Espinoza	956-787-1454
7. Alton P.D.	Chief Enrique Sotelo	956-432-0700
8. Donna P.D.	Chief Ramiro De Leon	956-464-4481
9. Edinburg P.D.	Chief Rosendo Castaneda	956-393-7411
10.Hidalgo P.D.	Chief Vernon Rosser	956-843-2737
11.La Joya	A Chief Julian Gutierrez	956-585-4855
12.Mercedes P.D.	Chief Olga Maldonando	956-565-3102
13.Mission P.D.	Chief Leo Longoria	956-584-5000
14.Palmhurst P.D.	Chief Michael Vela	956-519-3800
15.Palmview P.D.	Chief Chris R. Barrera	956-581-7416
16.Penitas P.D.	Chief Roel Bermea	956-583-0050
17.Pharr P.D.	Chief Ruben Villescas	956-787-8546
18.San Juan P.D.	Chief Juan Gonzalez	956-787-9904
19.Sullivan City P.D.	Chief Carlos Lucio	956-485-9208

20.Weslaco P.D. Chief Juan Sifuentes 956-968-8591

B. Unit Command:

RGV Sector Headquarters

CPA Rosendo Hinojosa
956-289-4800

McAllen Border Patrol Station (Hidalgo County)

PAIC Hector Escamilla
APAIC Eugene Montes, Jr.
956-217-3800

Weslaco Border Patrol Station (Hidalgo County)

PAIC Ryan J. Scudder
APAIC Henry Leo
956-647-8800

C. Communication Details:

In accordance with existing communications policy for each agency and station's area of operations.

D. Map Coordinates:

Notes:

	Longitude	**Latitude**
Degrees : Minutes : Seconds	98 : 9 : 49	26 : 15 : 33
Decimal	-98.1637	26.2593

Location Zone:

ANNEX

A. Administration Annex:

The RGV Sector Stations will serve as the Hub for all apprehensions occurring in the Hidalgo County (Sheriff Office) and participating friendly forces/police department during Stonegarden Operations.

We will coordinate all apprehensions of illegal aliens in partnership with the Rio Grande Valley Sector, U.S. Customs and Border Protection as outlined in the National Border Patrol Strategy to achieve border security and border protection enhancement efforts along the U.S./Mexico border. Also all undocumented alien apprehensions, smuggling cases, and contraband will be transported to the appropriate RGV Border Patrol Station or DEA Office for processing.

B. Execution Annex:

If funded the Hidalgo County Sheriff Office and 18 participating friendly forces/police department will execute a Memorandum of Understanding to ensure and document the commitment on the part of each agency to work in partnership with the U.S. Customs and Border Protection in implementing the following three major objectives:

1) To achieve greater capability in preventing, protecting against, and responding to border security issues,
2) To increase coordination and collaboration among Federal, State, and local law enforcement agencies in the Rio Grande Valley, and
3) To continue and support the operational mandate border security and border protection enhancement efforts along the U.S./Mexico border.

C. Communication Annex:

N/A

Media Action Plan:

RGV Sector has the lead on all Public Affairs activities. Each participating agency must coordinate all public affairs activities with the RGV Sector Public Affairs Office. All Border Patrol inquiries will be directed to the RGV Sector Public Affairs Office (956) 289-4990.

Legal Review:

All matters will be referred to the CBP Counsel.

HIDALGO COUNTY SHERIFF'S OFFICE:

All legal matters will be referred to the Hidalgo County District Attorney.

Risks:

No risks have been associated with this Op Order.

Photos:

No photos have been associated with this Op Order.

DATE: June 13, 2012

2012
Appropriation

DEPARTMENT HEAD: Constable Jesus Gilberto Alaniz

DEPARTMENT NAME: Constable Precinct No. 2

ACCOUNT NUMBER: 2-1284-421-00-292-047-4-XXX OPERATION STONEGARDEN

Contact Person: Rosie Cantu **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
2-1284-421-00-292-047-4-131	CONST.PCT NO. 2- OPERAT. STONEGARDEN OVERTIME	4,676.71
2-1284-421-00-292-047-4-220	CONST.PCT NO. 2- OPERAT. STONEGARDEN FICA	407.81
2-1284-421-00-292-047-4-230	CONST.PCT NO. 2- OPERAT. STONEGARDEN RETIREMENT	515.37
2-1284-421-00-292-047-4-250	CONST.PCT NO. 2- OPERAT. STONEGARDEN UNEMPLOYMENT	73.43
2-1284-331-12-292-047-4-000	CONST.PCT NO. 2- OPERAT. STONEGARDEN REVENUES	5,673.32
	TOTAL BUDGET INCREASE (DECREASE)	**5,673.32**

REASON: TO APPROPRIATE THE THE FY 11 OPERATION STONEGARDEN PROGRAM GRANT FUNDS AWARDED TO THE CONSTABLE PCT NO. 2 OFFICE BY THE DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT. (REF: May 8, 2012 AI-32136)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-32841 **Constables 6. C.**

CC REGULAR

Meeting Date: 07/03/2012

Submitted By: Rachel Cavazos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. #3 (1284):
Approval of appropriation of the FY2011 Operation Stonegarden Grant funds for the Constable Precinct 3 department in the amount of $14,900.27.

BACKGROUND

Grant Award Number: EMW-2011-SS-0019

Fiscal Impact

FISCAL YEAR: see below **ACCT. #:** 2-1284-421-00-293-047-4-XXX

FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:** no

BUDGETARY IMPACT:

Grant- FY 11/ County- FY 12
Grant was received and approved by Commissioners Court on May 8, 2012 AI-32136.
Sub Recipient Award number: 11-SR 48215-01
Federal Grant award number: EMW-2011-SS-0019

2-1284-331-12-293-047-4-000 revenue acct

Attachments

grant award
order
appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	06/14/2012 03:19 PM
Rosalinda Cantu	Rosie Cantu	06/21/2012 05:01 PM
Purchasing Department	Angela Garcia	06/29/2012 05:38 PM

Form Started By: Rachel Cavazos Started On: 06/14/2012 03:00 PM

Final Approval Date: 06/29/2012

Texas Department of Public Safety

2011 Sub-Recipient Agreement

for

Hidalgo County

Date of Award
April 25, 2012

1. Sub-Recipient Name and Address	2. Prepared by: Gabbart, Steven	3. Award Number: 11-SR 48215-01
Judge Ramon Garcia Hidalgo County 1615 S. Closner STE J Edinburg, TX 78539	**4. Federal Grant Information**	
	Federal Grant Title:	**Homeland Security Grant Program**
	Federal Grant Award Number:	EMW-2011-SS-0019
	Date Federal Grant Awarded to TxDPS:	September 1, 2011
	Federal Granting Agency:	Department of Homeland Security FEMA Grant Programs Directorate

5. Award Amount and Grant Breakdowns

OPSG Award Amount (Federal)
CFDA: 97.067
$800,817.00

NOTE: Match requirement details can be found in the federal guidance for the grant named in Box 4 above.

Grant Period:

FROM:	TO:
Sep 1, 2011	Aug 31, 2013

(The SAA Must receive all invoices by the end of grant period)

6. Statutory Authority for Grant: This project is supported under the Department of Homeland Security Appropriations Act of 2010 (Public Law 111-83).

7. Method of Payment: Primary method is reimbursement.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred,suspended, proposed for debarment,en_US declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov.2.8.9029.0

9. Agency Approval

Approving TxDPS Official:	Signature of TxDPS Official:
Machelle Pharr, Deputy Assistant Director State Administrative Agency Texas Department of Public Safety	M. Pharr

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:	Signature of Sub-Recipient Official:
Ramon Garcia County Judge	Ramon Garcia

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:	12. Date Signed :
74-6000717 DUNS #10-311-0834	5/8/12

13. DUE DATE: **June 9, 2012**

Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.

2011 TERMS AND CONDITIONS

Instructions:

The Sub-recipient must:

1. *Fill in the information and sign the Sub-Recipient Award,*
2. *Certify they have read and understand the Terms and Conditions by initialing the bottom of each page.*
3. *Fill in the information located on Page 4.*
4. *Certify to the statements provided in Exhibits A, B, C and D located at the back of this document by filling in contact information and signing all exhibits.*
5. *Return all documents to the DPS/THSSAA on or before the date provided in the transmittal letter and/or in the agreement.*

Parties to Sub-recipient Agreement

This Sub-recipient Agreement (includes the Sub-recipient Award and the Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Homeland Security State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "DPS/THSSAA," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, DPS/THSSAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2011 Sub-recipient Agreement on or before the date provided in the transmittal letter and/or in the Sub-recipient Agreement Award.

Sub-recipient may not assign or transfer any interest in this Sub-recipient Agreement without the express, prior written consent of the DPS/THSSAA.

Overview and Performance Standards

All allocations and use of funds under this grant must be in accordance with the FY 2011 Grant Program Guidance for the Federal Grant Title specified on the Sub-recipient Agreement Award. All award Sub-recipients are required to have read, understood and accepted the FY 2011 Grant Program Guidance as binding.

Standard of Performance. The Sub-recipient shall perform all activities and projects entered into the DPS/THSSAA web-based grants management system which were approved by the THSSAA. The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement, Terms and Conditions and the following Exhibits located at the end of this document:

1. Assurance – Non-Construction Programs, hereinafter referred to as "**Exhibit A**"
2. Assurance – Construction Programs, hereinafter referred to as "**Exhibit B**"
3. Certification, hereinafter referred to as "**Exhibit C**"
4. Assurance – From UGMS §__.14 hereinafter referred to as "**Exhibit D**"

Failure to Perform. In the event the Sub-recipient fails to implement the project(s) entered into the DPS/THSSAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to DPS/THSSAA for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other federal program funds administered by DPS/THSSAA until repayment to DPS/THSSAA is made and any other compliance or audit finding is satisfactorily resolved. Failure to timely implement projects may reduce future funding in additional DHS/FEMA grant programs administered by the DPS/THSSAA.

DPS/THSSAA Obligations

Measure of Liability. DPS/THSSAA shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

Sub-recipient Agreement Funds Defined and Limit of Liability. The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by DPS/THSSAA under the DHS/FEMA grant programs. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by DPS/THSSAA under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the Sub-recipient Award.

Sub-recipient shall contribute the match funds listed on the Sub-recipient Award.

Excess Payments. The Sub-recipient shall refund to DPS/THSSAA any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by DPS/THSSAA or that DPS/THSSAA determines has resulted in overpayment to the Sub-recipient or that DPS/THSSAA determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The Sub-recipient shall make such refund to DPS/THSSAA within thirty (30) days after DPS/THSSAA requests such refund.

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Suspension

In the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, DPS/THSSAA may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

DPS/THSSAA's Right to Terminate. DPS/THSSAA shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever DPS/THSSAA determines that the Sub-recipient has failed to comply with any of this Sub-recipient Agreement's terms. DPS/THSSAA shall notify the Sub-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Appeal may be made to the Deputy Director of Homeland Security, Department of Public Safety.

Enforcement

In taking an enforcement action, the awarding agency will provide the sub-recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the sub-recipient is entitled under any statute or regulation applicable to the action involved.

Conflict of Interest

No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Monitoring

Sub-recipients will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirement, timelines, milestone completion, budget, and other related program criteria are being met.

DPS/THSSAA or its authorized representative reserves the right to perform periodic desk/office-based and/or on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, DPS/THSSAA shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to the Suspension and/or Termination Section.

Audit

Audit of Federal and State Funds. The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26). The Sub-recipient will also comply, as applicable, with Texas Government Code, Chapter 783, 1 TAC 5.141.et. seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

Right to Audit. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit DPS/THSSAA or its authorized representative to audit the Sub-recipient's records. The sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

Sub-recipient's Liability for Disallowed Costs. The Sub-recipient understands and agrees that it shall be liable to DPS/THSSAA for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds. The Sub-recipient further understands and agrees that reimbursement to DPS/THSSAA of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract.

Sub-recipient's Facilitation of Audit. The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/THSSAA may require of the Sub-recipient. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

Other Requirements

A. During the performance period of this grant, Sub-recipient government jurisdictions must maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Sub-recipient government jurisdiction's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

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B. Projects identified in the DPS/THSSAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of the grant. Sub-recipient will submit its project plans, narrative and budget to DPS/THSSAA and FEMA (if required) for approval prior to expending or requesting advances of any funds for this award. During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.

C. During the performance period, the Sub-recipient must be a registered user of the Texas Regional Response Network (TRRN) (or other response asset inventory management system specified by DPS/THSSAA) and must identify all major resources such as vehicles and trailers, equipment costing $5,000 or more, and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.

D. Sub-recipients must submit Fiscal Year 2010 Indirect Cost Allocation Plan signed by Cognizant Agency. "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 CFR Part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies. Plan should be forwarded to the DPS/THSSAA.

E. Regional Planning Commissions/Council of Governments (COGs) will follow guidelines listed in the DPS/THSSAA FY2011 COG Statement of Work.

F. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The sub-recipient agrees to consult with DPS/THSSAA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

Closing the Grant

A. The Sub-recipient must have expended all grant funds and submitted expenditure reimbursement requests and any invoices by the end of the performance period listed on the sub-recipient agreement.

B. DPS/THSSAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to award modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, DPS/THSSAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, DPS/THSSAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 days of receiving the GAN.

C. At the completion of the sub-recipient's performance period, DPS/THSSAA will de-obligate all uncommitted / unexpended funds.

Restrictions, Disclaimers and Notices

A. In cases where local funding is established by a COG or UASI governing board, the release of funds by DPS/THSSAA is contingent upon funding allocation approval by the governing board.

B. Notwithstanding any other agreement provisions, the parties hereto understand and agree that DPS/THSSAA's obligations under this agreement are contingent upon the receipt of adequate funds to meet DPS/THSSAA's liabilities hereunder, except as required by HSGP grant. DPS/THSSAA shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Sub-recipient Award.

C. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express or Loan Star, to the other party at its respective address set forth below or to a Point of Contact listed for the sub-recipient in the DPS/THSSAA Grants Management System.

DPS/THSSAA Contact Information		**Sub-Recipient Contact Information** (Please Fill-In Contact Information below)	
Deputy Assistant Director,		Name:	Ramon Garcia
Texas Homeland Security State Admin. Agency		Title:	County Judge
Texas Department of Public Safety		Agency:	Hidalgo County
P.O. Box 4087		Address:	1615 S. Closner, Suite J
Austin, TX 78773-0220			Edinburg, Texas 78539

Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with the most recent version of all applicable Laws and Regulations. A non-exclusive list is provided below.

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;

2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

3. 44 CFR Part 10, Environmental Considerations

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B. Cost Principles

1. 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2. 2 C.F.R. Part 220, Cost Principles for Education Institutions (OMB Circular A-21)
3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. 48 CFR 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

C. Audit Requirements –OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

D. Grant Guidance

The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FY2011 Grant Program Guidance and application kit and supplemental resources, e.g., for Homeland Security Grant Program currently available at http://www.fema.gov/txt/government/grant/2011/fy11_hsgp_kit.txt; for Regional Catastrophic Preparedness Grant Program, http://www.fema.gov/txt/government/grant/2011/fy11_rcpgp_kit.txt; for Emergency Operations Center Grant Program http://www.fema.gov/txt/government/grant/2011/fy11_eoc_kit.txt; and Nonprofit Security Grant Program, http://www.fema.gov/txt/government/grant/2011/fy11_nsgp_kit.txt.

Lobbying Prohibited

Sub-Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of FEMA.

Environmental Review

The Sub-recipient, as soon as possible upon receiving their grant award, must provide information to DPS/THSSAA to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/THSSAA for review. These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. The recipient must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances. See FEMA Information Bulletin 329.

Recipient shall not undertake any written activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may not be eligible for grant funding.

Retention and Accessibility of Records

Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to the applicable OMB Circular, 44 CFR Section 13.42, UGMS §__.42, and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for 3 years after any real estate or equipment final disposition. The DHS or DPS/THSSAA may direct the sub-recipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.

Access to Records. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Texas Government Code Chapter 552.

Inclusion in Subcontracts. The Sub-recipient shall include the substance of the Retention of Records and Access to Records sections in all subcontracts.

After Action Reporting. The Sub-recipient shall complete, deliver to the appropriate source, and retain copies of all after-action and certificates of completion for all training and exercises paid for by this grant.

Legal Authority

Signatory Authority. The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement.

Authorized Representative. The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

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Conflicts in Requirements. If conflict exists between federal, state, or local requirements, the sub-recipient shall comply with the strictest requirement.

Notice of Litigation and Claims

The Sub-recipient shall give DPS/THSSAA immediate notice in writing of any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out of the performance under this Sub-recipient agreement.

Except as otherwise directed by DPS/THSSAA, the Sub-recipient shall furnish immediately to DPS/THSSAA copies of all documentation or pleadings received by the Sub-recipient with respect to such action or claim.

Non-Waiver of Defaults

ANY FAILURE OF DPS/THSSAA, AT ANY TIME, TO ENFORCE OR REQUIRE THE STRICT KEEPING AND PERFORMANCE OF ANY PROVISION OF THIS AGREEMENT WILL NOT CONSTITUTE A WAIVER OF SUCH PROVISION, AND WILL NOT AFFECT OR IMPAIR SAME OR THE RIGHT OF DPS/THSSAA AT ANY TIME TO AVAIL ITSELF OF SAME. A WAIVER DOES NOT BECOME EFFECTIVE UNLESS DPS/THSSAA EXPRESSLY AGREES TO SUCH WAIVER IN WRITING. ANY PAYMENT BY DPS/THSSAA SHALL NOT CONSTITUTE A WAIVER OR OTHERWISE IMPAIR OR PREJUDICE ANY RIGHT, POWER, PRIVILEGE, OR REMEDY AVAILABLE TO DPS/THSSAA TO ENFORCE ITS RIGHTS, AS SUCH RIGHTS, POWERS, PRIVILEGES, AND REMEDIES ARE SPECIFICALLY PRESERVED.

Indemnity

AS PERMITTED BY LAW, SUB-RECIPIENT SHALL INDEMNIFY, DEFEND AND HOLD DPS/THSSAA AND THE STATE OF TEXAS (INCLUDING ITS DIRECTORS, COMMISSIONERS, EMPLOYEES, AGENTS AND THEIR SUCCESSORS) ("INDEMNITEES") HARMLESS FROM AND AGAINST ANY OF THE FOLLOWING THAT ARISE OUT OF OR RESULT FROM SUB-RECIPIENT'S NEGLIGENCE (ANY AND ALL), FAULT, ACT, FAILURE TO ACT, OMISSION, BREACH OF THIS AGREEMENT OR VIOLATION OF ANY STATE OR FEDERAL LAW AND/OR REGULATION, AS WELL AS ANY VIOLATION OF ANY MATTER MADE THE BASIS OF A TREATY AND/OR CONVENTION AND/OR AGREEMENT BETWEEN THE UNITED STATES AND ANOTHER NATION: CLAIMS; LAWSUITS; DAMAGES; LIABILITIES; PENALTIES; TAXES; FINES; INTEREST; EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, INVESTIGATION COSTS AND ALL DIRECT OR INDIRECT COSTS OR EXPENSES INCURRED IN DEFENDING AGAINST ANY CLAIM, LAWSUIT, OR OTHER PROCEEDING, INCLUDING THOSE EXPENSES INCURRED IN ANY NEGOTIATION, SETTLEMENT, OR ALTERNATIVE DISPUTE RESOLUTION); ANY AND ALL DAMAGES, HOWEVER CHARACTERIZED, SUCH AS DIRECT, GENERAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR THE RIGHTS PROVIDED THEREIN.

IN ANY AND ALL CLAIMS AGAINST ANY OF THE INDEMNITEES BY ANY EMPLOYEE OF THE SUB-RECIPIENT OR ANY EMPLOYEE OF ITS SUBCONTRACTOR(S), THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT WILL NOT BE LIMITED IN ANY WAY BY THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE SUB-RECIPIENT OR ANY OF ITS SUBCONTRACTOR(S) UNDER WORKER'S DISABILITY COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFITS ACTS.

SUB-RECIPIENT SHALL COORDINATE ITS DEFENSE AND ANY SETTLEMENT WITH THE ATTORNEY GENERAL FOR THE STATE OF TEXAS AS REQUESTED BY THE DPS/THSSAA. IN ANY SETTLEMENT, SUB-RECIPIENT MUST NOT MAKE ANY ADMISSION OF LIABILITY ON THE PART OF ANY OF THE INDEMNITEES.

THIS SECTION SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION, CONTRIBUTION OR RIGHT WHICH ANY OF THE INDEMNITEES HAVE BY LAW OR EQUITY.

THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Changes and Amendments

Modification. FEMA or the DPS/THSSAA may change the award document after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates sub-recipient's acceptance of the changes to the award.

Written Amendment. Alterations, additions or deletions to this Sub-recipient agreement's terms, such as changes to period of performance and award amounts, will be made through Grant Adjustment Notices generated by the DPS/THSSAA web-based grants management system and executed by the Parties.

Authority to Amend. During the period of this Sub-recipient agreement's performance DPS/THSSAA and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by DPS/THSSAA or FEMA in the form of Information Bulletins and Sub-recipient Manuals and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to the Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. In the event FEMA or DPS/THSSAA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award.

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Headings

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

Venue

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas, and be governed by Texas Law.

Other General Conditions

DUNS Number. Sub-recipient confirms its Data Universal Numbering Systems Number (DUNS) is the number listed on the Sub-recipient agreement award. Data Universal Numbering System (DUNS) number means the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or http://fedgov.dnb.com/webform.

Central Contractor Registration and Universal Identifier Requirements. Sub-recipient maintains that it has registered on www.ccr.gov, and entered DPS/THSSAA-required information. See SAA Information Bulletin. Sub-recipient will keep current, and then review and update the CCR information at least annually, at the beginning of September of each year. Sub-recipient will keep information current in Central Contractor Registration database until the later of when it submits this grant's final financial report or receives final grant award payment. Sub-recipient agrees that it will not make any subaward agreement or contract related to this award without first obtaining the vendor/subawardee's mandatory DUNS number. See section .210 of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.

Reporting Total Compensation of Sub-recipient Executives. 2 CFR 170.320; see FEMA Information Bulletin 350; SAA Information Bulletin.

1. Applicability and what to report: Sub-recipient must report whether Sub-recipient received $25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 CFR 170.320. Sub-recipient must report whether 80% or more of Sub-recipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Sub-recipient answers "yes" to both questions, Sub-recipient must report, along with Sub-recipient's DUNS number, the names and total compensation (see 17 CFR 229.402(c)(2)) for each of the Sub-recipient's five most highly compensated executives for the preceding completed fiscal year.

2. Where and when to report. Sub-recipient must report executive total compensation at www.ccr.gov. By signing this agreement Sub-recipient is certifying that, if required, Sub-recipient's jurisdiction has already registered, entered the required information, and agrees to keep information in the Central Contractor Registration database current, and update the information at least annually at the beginning of September for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Sub-recipient agrees that it will not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.

Contract Provisions. All contracts executed under this award will contain the contract provisions listed under 44 CFR 13.37(b), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

No Contracts with Debarred or Suspended Parties. Prior to contracting with any vendor or subawardee, the Sub-recipient will determine whether the vendor/subawardee is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department and agency and will confirm the vendor/subawardee does not appear in the Excluded Parties List System, currently at www.epls.gov./search.do.

Direct Deposit. Since September 1, 2011, Sub-recipient has either forwarded or is currently forwarding to DPS an updated direct deposit form currently available at http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf. Sub-recipient may simultaneously sign up for the Advance Payment Notification email feature which provides state of Texas payees with a one-business-day advance notice that a direct deposit payment has been sent to their financial institution. After receiving an APN, payees may securely access their payment details online.

Points of Contacts. Within 30 days of any change, Sub-recipient will enter, confirm, and/or correct the chief elected official, program, and/or financial points of contact in the DPS/THSSAA grant management system.

Publications. All publications produced as a result of this funding, which are submitted for publication in any magazine, journal, or trade paper shall carry the following: "This material is based upon work supported by the U.S. Department of Homeland Security. The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the U.S. Department of Homeland Security."

Quarterly Performance Reports. The sub-recipient will submit performance reports and progress reviews per DPS/THSSAA and/or FEMA's direction. Currently most reports are entered into the grants management system. For Homeland Security Grant Program, Emergency Operations Center Grant Program, Regional Catastrophic Preparedness Grant Program and Non-profit awards performance reports are currently due on each January 20, April 20, July 20 and October 20. The final report is to be filed the quarter after the end of Sub-recipients performance period. Failure to timely complete performance reports will result in the Sub-recipient being unable to request additional reimbursements/advances.

Controlled Unclassified Information. Some information and materials provided pursuant to or resulting from this Award may be export controlled, sensitive, for official use only or otherwise protected by law, executive order or regulation. The sub-recipient is responsible for compliance with all applicable laws and regulations.

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Security Requirements. Sub-recipients of this award shall use their own security procedures and protections to protect Sensitive Information received or distributed under this Award. The sub-recipient shall also establish procedures to provide reasonable assurance that no Sensitive Information will be developed or generated under this award. Such security procedures should include procedures (e.g., security check forms, type of background check/investigations performed (if necessary) and requirements for successful adjudication of the type of background check/investigations performed) to determine the suitability of sub-recipients' personnel requiring recurring access to government facilities or access to Sensitive Information provided under this award. A copy of the security procedures and any proposed Non-Disclosure Agreement for the sub-recipients' personnel shall be submitted to the DPS/THSSAA within two (2) weeks after signing this agreement. The sub-recipient will be notified of any concerns that may be identified once the security procedures are forwarded and reviewed by DHS.

Sensitive Information. Work under this award may involve access to Sensitive Information from the Federal Government. Therefore, the sub-recipient shall not disclose, orally or in writing, any Sensitive Information to any person unless authorized in writing by the DHS Grants Officer. Further, the sub-recipient shall ensure that Sensitive Information is protected in such a manner that it is safeguarded from public disclosure in compliance with local, state or Federal laws and with sub-recipient's security procedures. For those sub-recipient personnel authorized access to Sensitive Information, the sub-recipient must ensure that these persons receive training concerning the protection and disclosure of Sensitive Information both during and after the period of performance.

Public Dissemination of Sensitive Information. The sub-recipient will notify the DPS/THSSAA of any workshops, conferences, seminars or other public venues at least 100 days before presenting any potentially sensitive information regarding this project. No Sensitive Information may be presented by the sub-recipients' personnel without DPS/THSSAA and DHS Grants Officer's review and prior written approval.

Security Concerns/Violations. The sub-recipient shall inform the THSSAA's Deputy Assistant Director in writing within two (2) days of the sub-recipient being made aware of any security concerns with individuals having access to government facilities or Sensitive Information. In the event that Sensitive Information is divulged in violation of sub-recipient's security procedures, the sub-recipient will immediately notify the DPS/THSSAA Deputy Assistant Director and take appropriate law enforcement and legal action.

Site Visits. The DHS and/or DPS/THSSAA, through authorized representatives, has the right, at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by the DHS on the premises of the sub-recipient, or a contractor under this Award, the sub-recipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

Use of DHS, DPS, and DPS/THSSAA Seals and Non-Endorsement. The sub-recipient shall obtain the respective agency's prior written approval before using either agencies' seal. Funding of this Award does not equate to endorsement of use of funding agencies' seals.

Initial _____ Date 5/8/12

Prohibited Activities

1) Trafficking In Person and Commercial Sex Act Prohibition
a) Provisions applicable to a sub-recipient that is a private entity.
i) A sub-recipient and/or the sub-recipient's employees, may not:
(1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
(2) Procure a commercial sex act during the period of time that the award is in effect; or
(3) Use forced labor in the performance of the award or sub-award under this award.
ii) DPS/THSSAA or FEMA may unilaterally terminate this award, without penalty, if the sub-recipient that is a private entity:
(1) Is determined to have violated a prohibition in paragraph 1a of this award term; or
(2) Has an employee who is determined by an agency official authorized to terminate the award to have violated a prohibition of this award term through conduct that is either:
(a) Associated with performance under this award; or
(b) Imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.
b) Provisions applicable to a sub-recipient that is not a private entity.
i) THSSAA may unilaterally terminate this award, without penalty, if the sub-recipient:
ii) Is determined to have violated a prohibition in paragraph 1a of this award term; or
iii) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a1 of this award term through conduct that is either:
(1) Associated with performance under this award; or
(2) Imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.
c) Provisions applicable to any recipient:
i) A Sub-recipient must inform the DPS/THSSAA immediately of any information it received from any source alleging a violation of a prohibition in paragraph a1 of this award term.
ii) DPS/THSSAA's right to terminate unilaterally is described in 1b or 2 of this section:
(1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g)), and
(2) Is in addition to all other remedies for noncompliance that are available to DPS/THSAA under this award.
iii) Sub-recipient must include the requirements of 1a of this award term in any sub-award the sub-recipient makes to a private entity.
d) Definitions. For purposes of this award term:
i) "Employee" means either:
(1) An individual employed by a sub-recipient who is engaged in the performance of the project or program under this award: or
(2) Another person engaged in the performance of the project or program under this award and not compensated by Sub-recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt, bondage, or slavery.
iii) "Private entity" means:
(1) Any entity other than a State, local government, Indian Tribe, or foreign public entities, as those terms are defined in 2 CFR 175.25.
(2) Includes:
(a) A non-profit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).
(b) A for-profit organization
iv) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

2) Classified Security Condition
a) "Classified national security information" as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
b) No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information
c) Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Branch Program (ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.
d) Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS " Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008: EO's 12829, 12959, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and /or other applicable implementing directives or instruction. All security requirement documents are currently located at: http;//www.dhs/gov/xopnbiz/grants/index.shtm.
e) Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISPB, or the appropriate Federal department or agency, for approval and processing instructions. DHS Office of Security ISPB contact information: Telephone: 202-447-5346, Email: D254AdministrativeSecujjidhs.gov, Mail: Department of Homeland Security, Office of the Chief Security Officer, ATTN: ASD/Industrial Security Program Branch, Washington, DC. 20528

Initial _____ Date 5/8/12

Operation Stonegarden (OPSG) Specific Condition

The OPSG Sub-recipient is prohibited from obligating or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific, or modified county level or equivalent Operational Order/Frag Operation Order with embedded estimated operational budget has been reviewed and approved through an official email notice issued by FEMA removing this special programmatic condition. The Operations Order approval process/structure is as follows: Operations Orders are submitted to (1) THE APPROPRIATE Customs and Border Productions (CBP) Border Patrol (BP) Sector Headquarters (HQ) upon approval by the Sector HQ, forwarded through the Border Patrol Enforcement Transfer System (BPets) system to (2) the OPSG Coordinator, CBP/BP Washington, DC and upon approval forwarded to (3) Federal Emergency Management Agency (FEMA), Grant Program Directorate (GPD), Grant Development and Administrative Division (GD&A). Notification of release of programmatic hold will be sent by FEMA via email to the Texas Homeland Security State Administrative Agency (THSSAA) with a copy to OPSG Coordinator at CBP/BP HQ, Washington DC.

Emergency Operations Center Grant Program (EOCGP) Specific Condition

The Sub-recipient is prohibited from obligating, expending or drawing down EOCGP funds provided through this award until the required budget and budget narrative are reviewed and approved by FEMA and an official notice has been issued from FEMA removing this special condition.

Regional Catastrophic Preparedness Grant Program (RCPGP) Specific Condition

The Sub-recipient is prohibited from obligating or expending RCPGP funds provided through this award until the required budget and budget narrative are approved by FEMA and this condition is rescinded. In addition, the Sub-recipient is prohibited from obligating or expending RCPGP funds provided through this award until DHS/FEMA has provided signed approval of the project narrative and project plans to the Sub-recipient.

State Requirements for Grants

Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated in Texas Government Code Chapter 783, Uniform Grant and Contract Management Code: State Administrative Agency Information Bulletins, currently available at http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm, Texas Uniform Grants Management Standards (UGMS) currently at governor.state.tx.us/files/state-grants/?UGMS062004.doc; and the State Administrative Agency Sub-recipient Manual, currently available at http://www.txdps.state.tx.us/director_staff/saa/documents/subrecipientManual.pdf. Sub-recipient(s) must, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of the award, and the approved application.

The Sub-recipient will follow Texas General Appropriations Act, Art. IX, section 4.05 which requires conforming with:

a) Texas General Appropriations Act, Art. IX, Parts 2 and 3 of the General Appropriations Act, except there is no requirement for increased salaries for local government employees;

b) Texas Government Code section 556.004, 556.005, and 556.006 including not using any money or vehicle to support the candidacy of any person for office; not influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose; and not using grant funds to influence the passage or defeat of a legislative including not assisting with the funding of a Lobbyist, or using grant funds to pay dues to an organization with a registered Lobbyist;

c) Texas Government Code section 2113.012 and 2113.101 including not using grant funds to compensate any employee who uses alcoholic beverages on active duty plus Sub-recipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;

d) Texas General Appropriations Act, Art. IX, section 6.13 requiring Sub-recipients to make every effort to attain key performance target levels associated with this grant award, including performance milestones, milestone time frames, and related performance reporting requirements; and

e) General Appropriations Act, Art. IX, section 7.01, 7.02, and 7.03 and Texas Government Code § 2102.0091, including grants funds may only be expended if the Sub-recipient timely completes and files its reports.

Please fill in the appropriate information and sign.

Print Name of Authorized Official Ramon Garcia

Title County Judge

Sub-recipient Organization Hidalgo County

Signature of Authorized Official 5/8/12 Date

Initial RG Date 5/8/12

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this agreement.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

Initial _____ Date 5/8/12

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this program.

Please fill in the appropriate information and sign.

Print Name of Authorized Official Ramon Garcia

Title County Judge

Sub-recipient Organization Hidalgo County

Signature of Authorized Official 5/8/12 Date

Initial _____ Date 5/8/12

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this agreement.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based pain in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

Initial _____ Date 5/8/12

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this program.

Please fill in the appropriate information and sign.

Print Name of Authorized Official Ramon Garcia

Title County Judge

Sub-recipient Organization Hidalgo County

Signature of Authorized Official _____ Date 5/8/12

Initial _____ Date 5/8/12

Exhibit C

Certifications

The undersigned, Ramon Garcia (print), as the authorized official of Hidalgo County certifies the following to the best of his/her knowledge and belief.

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, of modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification). The Sub-recipient certifies that it and its principals and vendors:

1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to www.epls.gov and the State Debarred Vendor List www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
2. Have not within a three-year period preceding this agreement 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;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and
4. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; or
5. Where the sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement. (Federal Certification)

E. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Sub-recipient must comply with 2 CFR Part 180 Subpart C as a condition of receiving grant funds, and sub-recipient must require such compliance in any sub-grants or contract at the next tier.

G. Drug-free Workplace Act, as amended, 41 U.S.C. §701 et seq. – Requires the recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, place(s) where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. The recipient must notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 CFR Part 17.

H. Sub-recipient agrees that it is not delinquent on any Federal debt.

I. Sub-recipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.

Initial _____ Date 5/8/12

J. Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

Please fill in the appropriate information and sign.

Print Name of Authorized Official Ramon Garcia

Title County Judge

Sub-recipient Organization Hidalgo County

Signature of Authorized Official Date 5/8/12

Initial _____ Date 5/8/12

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient

1. Will comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

2. Must insure that all information collected, assembled, or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

3. Must comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

4. Must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

5. Will not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the subgrantee is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

6. Must comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules if the subgrantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.

7. Will follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section __.36 for additional guidance on contract provisions).

8. Must comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

9. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

10. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.

11. Will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

14. Will insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

Initial _____ Date 5/8/12

15. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

18. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

20. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

21. Will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

22. Will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Will comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. Certifies that is and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at http://www.epls.gov.

25. Must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Please fill in the appropriate information and sign.

Print Name of Authorized Official Ramon Garcia

Title County Judge

Sub-recipient Organization Hidalgo County

Signature of Authorized Official

5/8/12
Date

Initial _____ Date 5/8/12

U.S. Department of Homeland Security
Bureau of Customs and Border Protection
Operations Order Report

Op Order Name: FY2011 OPSG TX Hidalgo County
Op Order Number: 12-MCAMCA-01-001 Version 0
Op Dates: **From:** 10/1/2010 **To:** 8/31/2014
Report Date: 1/9/2012

Executive Summary

The fiscal year 2011 Operation Stonegarden (OPSG 11) initiatives will focus on enhancing law enforcement preparedness and operational readiness along the land borders of the United States/Mexico border. The FY 2011 OPSG funds will augment Hidalgo County Sheriff's Office (HCSO) and eighteen (18) local friendly forces/law enforcement agencies participating with Operation Stonegarden 11 in the Rio Grande Valley, Hidalgo County, Texas along the U.S./Mexico Border.

If awarded, this grant will provide funding (i.e., operational overtime costs, fringe benefits, equipment, fuel and maintenance costs etc.) to designate localities to enhance cooperation and coordination between the HCSO and eighteen (18) local friendly forces/law enforcement agencies in a joint mission to reduce border related crimes and assist in securing Hidalgo County and the United States land borders (refer to budget details narrative). Together, these friendly forces and law enforcement agencies participating in OPSG 11 will enforce local and state laws within each agency's jurisdiction and will not enforce immigration laws on behalf of Customs and Border Protection/Border Patrol.

Consequently, border security detection and surveillance capabilities will improve and result in augmenting and supporting existing law enforcement resources in order to better deter, detect, disrupt and solve border-centric crimes in area of responsibility (AOR) of border Sectors and within Hidalgo County jurisdictions.

Hidalgo County Sheriff's Office and eighteen (18) local law enforcement agencies (friendly forces) will participate in this multi-agency operation, to identify, locate, apprehend, prosecute, and remove any and all individuals who pose a threat to public safety and security. Operation Stonegarden 2011 will establish a tiered law enforcement effort in Hidalgo County jurisdiction and the Rio Grande Valley Sector AOR through appropriate overtime funding associated with enhanced law enforcement activities from the participating agencies.

Border control and will be achieved through improved enforcement, rapid mobility, and intelligence driven resource deployment.

I. SITUATION

A. General Situation:

Operation Stonegarden 2011 will be a multi-agency operation that will help identify, locate, apprehend, prosecute, and remove individuals who pose a threat to public safety and border security. Stonegarden operational activities will emphasize those measures that increase border security in direct coordination with CBP/Border Patrol.

State and local law enforcement personnel will provide enhanced enforcement by increasing patrol presence in the proximity of the border and/or routes of egress leading from the border.

State and local agencies will utilize their unique investigatory and prosecutorial areas of expertise in operations targeting criminal illegal immigrants, document fraud, and intelligence development. This operational concept does not result in a change or extension of Federal authority to state or local law enforcement agencies to enforce Federal immigration laws.

It is anticipated however, that increased enforcement activities under Operation Stonegarden 2011 will significantly impact the ability of criminal organizations to operate within Hidalgo County, and the Texas Rio Grande Valley area and reduce the threat of border incursions.

If Federal immigration violations are encountered, state and local agencies may refer those violations to Border Patrol for appropriate action consistent with current polices and practices.

B. Terrain/Weather:

Hidalgo County, the seventh largest county in the state of Texas, consists of 1600 square miles and shares approximately 78 miles of international border with the Republic of Mexico and is separated by the Rio Grande River. The terrain consists of numerous urban areas (consisting of twenty towns/cities), heavily populated rural areas, some heavy brush land and some fields used for farming. Many roads lead to the Rio Grande River with most intersecting FM 1016, U.S. 281 and U. S. Highway 83, the major thoroughfares running through the county.
There are numerous farm roads in the county that are used for agriculture and ranching purposes, along with numerous gas wells and fields within the county.

C. Criminal Element:

There are various narcotics, ammunition/weapons and alien smuggling groups identified as the Gulf Cartel that operate within Hidalgo County,

RGV Sector AOR. From gathered intelligence, most criminal individuals/organizations operate under an organized structure employing sophisticated counter-intelligence networks that are embedded within the urbanized communities along the US/Mexico international boundaries.

Some of their smuggling routes have been identified by peace officers of the Hidalgo County Sheriff's Office, and eighteen (18) local friendly forces/law enforcement agencies, agents of Immigration Customs Enforcement, Drug Enforcement Administration and Border Patrol. Hidalgo County has seen an increase in criminal activity involving illegal immigrants. The residents and public officials of this county have expressed the need for increased protection along the Texas/Mexico border. The HCSO responds to daily calls pertaining to criminal activities and conduct numerous investigations involving criminal illegal immigrants and/or criminal organizations.

These criminal activities pose a specific problem that affects the citizenry of Hidalgo County. These specifics criminal individuals/organizations are responsible for a vast amount of crimes such as murders, kidnappings, extortions, sexual assaults, burglaries, robberies and auto thefts. Such criminal activities have escalated and given birth to the more violent pseudo cop home invasion within Hidalgo County and neighboring counties.

The Gulf Cartel is a major criminal organization known to operate within the RGV Sector AOR. This organization employs a sophisticated counter-intelligence network that is embedded within the communities along both sides of the Rio Grande River. This organization, due to tremendous pressure applied by Border Patrol enforcement activities, has taken into their ranks members of the Los Zetas and La Maña drug trafficking organizations...

The government of Mexico in an effort to curb the violence related to the smuggling of narcotics has deployed military troops to the RGV border area. Mexican Army enforcement actions on Gulf Cartel drug stash houses could lead to instability in the Reynosa and Matamoros area. The encounter of known or suspected Gulf Cartel members within the RGV AOR is a possibility and an officer safety concern.

D. Friendly Forces:

1. RGV Sector Border Patrol Stations
2. RGV Sector Office of Intelligence
3. CBP Air & Marine
4. Texas Department of Public Safety
5. Immigration and Customs Enf. (ICE)

6. Hidalgo County Sheriff's Office
7. Hidalgo Constable Precinct 2
8. Hidalgo Constable Precinct 3
9. Hidalgo Constable Precinct 4
10. Alamo Police Department
11. Alton Police Department
12. Donna Police Department
13. Edinburg Police Department
14. Hidalgo Police Department
15. La Joya Police Department
16. Mercedes Police Department
17. Mission Police Department
18. Palmhurst Police Department
19. Palmview Police Department
20. Penitas Police Department
21. Pharr Police Department
22. San Juan Police Department
23. Sullivan City Police Department
24. Weslaco Police Department

II. MISSION

Department of Homeland Security, CBP/Border Patrol and state, local enforcement agencies operating in the Texas, Rio Grande Valley will collaborate to raise border security by increasing law enforcement presence along the border, intelligence/information sharing, and communication. Grant funding via Operation Stonegarden 2011 will be administered by Hidalgo County local government in support of joint operational plans that utilize the HCSO and eighteen participating friendly forces/law enforcement agency's unique jurisdictional capabilities in conjunction with CBP/Border Patrol.

These enforcement activities will be available 24 hours a day 7, days per week by utilizing the manpower and assets listed in the operations order.

III. EXECUTION

A. Management/Supervisor Intent:

State and Local law enforcement agencies participating in FY 2011 OPSG will enforce local/state laws within their jurisdiction and will not enforce immigration laws on behalf of CBP/Border Patrol. Each participating agency will conduct enforcement activities that have a nexus and contribute to border security as described, specified and document in the

"Specific Responsibilities" section of the FY 2011 Stonegarden Operational Plan.

Hidalgo County Sheriff's Office and the eighteen (18) participating friendly forces intend to maintain a high law enforcement presence in cooperation with CBP/Border Patrol and utilize the Central Unified Command structure at the Border Intelligence Center (BIC) based at the RGV Sector Office of Intelligence to ensure operational cohesiveness of all agencies involved.

B. General Concept:

The Department of Homeland Security is funding the operational cost of Operation Stonegarden through the State of Texas Governor's Division of Emergency Management.

Hidalgo County Sheriff's Office and eighteen (18) participating law enforcement agencies will conduct operations in RGV Sector border zones along the international border with Mexico and in depth to identify criminal organizations, avenues of approach, routes of egress, and methods of transportation into the interior of the United States.

Operation Stonegarden 2011 does not authorize extension of Federal authority to state or local law enforcement agencies to enforce Federal immigration laws. However, when Federal immigration violations are encountered, state and local agencies may refer those violations to Border Patrol for appropriate action.

C. Specific Responsibilities:

HIDALGO SHERIFF'S OFFICE AND IDENTIFIED FRIENDLY FORCE MENTIONED IN SECTION D OF THIS OPERATIONAL PLAN

All FY 2011/12 OPSG operational activities will be coordinated between HCSO and eighteen (18) participating Friendly Forces (law enforcement agencies) involved in the Hidalgo County strategy. The project objectives and tasks will address the critical need to achieve a safe and secure border along the RGV Sector and throughout Hidalgo County jurisdiction, by having daily coordination, collaboration and communications with the CBP/Border Patrol (BP) Sector.

Objective 1: Reduce threat of border incursions and exercise risk management in relation to anti-smuggling efforts by increasing law enforcement presence and special operations on routes of border egress in the Weslaco and McAllen Stations AOR. Utilizing Operation

Stonegarden 2011 funding for overtime, fuel, equipment, vehicles and mileage in order to increase law enforcement presence/patrol activities in the area surrounding Weslaco and McAllen Stations (AOR) critical transit nodes as identified via intelligence, arrest of aliens, seizure of narcotics and weapons contraband.

Hidalgo County Sheriff's Office and eighteen (18) friendly forces as identified in Section D will enforce all state laws, and local ordinances against violators within the perspective jurisdiction areas in efforts to reduce criminal activities associated with the criminal minded illegal immigrants and drug smuggling organizations (DTOs).

HCSO along with participating friendly forces as identified in Section D of this operational plan WILL NOT enforce Title 8 (US Immigration Laws)

1. Hidalgo County Sheriff's Office (HCSO):
Increase law enforcement presence/patrol activity in the area surrounding Weslaco and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, Highway 281, and Military Highway 281). During OPSG11 HCSO will provide six (6) uniformed deputies in marked vehicles to actively patrol US Expressway 83, Highway 281, Military Highway 1016, FM 492, Loop 374, FM 886, FM 2221, FM 107, FM 1925 and corridors between the Border Patrol checkpoints and border egress routes including, FM 907, FM 2812, FM 681, FM, 1015, FM 491, FM 88, FM 493 FM 186, FM 1017 and FM 490.
2. Hidalgo County Constable Precinct 2:
Increase law enforcement presence/patrol activity in the area surrounding Weslaco and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, Highway 281, and Military Highway 281). During OPSG11 HCSO will provide two (2) uniformed deputies in marked vehicles to actively patrol US Expressway 83, Highway 281, Military Highway 1016, FM 492, Loop 374, FM 886, FM 2221, FM 107, FM 1925 and corridors between the Border Patrol checkpoints and border egress routes including, FM 907, FM 2812, FM 681, FM, 1015, FM 491, FM 88, FM 493 FM 186, FM 1017 and FM 490.
3. Hidalgo County Constable Precinct 3:
Increase law enforcement presence/patrol activity in the area surrounding Weslaco and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, Highway 281, and Military Highway 281). During OPSG11 HCSO will provide 5 (five) uniformed deputies in marked vehicles to actively patrol US Expressway 83, Highway 281, Military Highway 1016, FM 492, Loop 374, FM 886, FM 2221, FM 107, FM 1925 and corridors between the Border Patrol checkpoints and border egress

routes including, FM 907, FM 2812, FM 681, FM, 1015, FM 491, FM 88, FM 493 FM 186, FM 1017 and FM 490.

4. Hidalgo County Constable Precinct 4:

Increase law enforcement presence/patrol activity in the area surrounding Weslaco and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, Highway 281, and Military Highway 281). During OPSG11 HCSO will provide ten (10) uniformed deputies in marked vehicles to actively patrol US Expressway 83, Highway 281, Military Highway 1016, FM 492, Loop 374, FM 886, FM 2221, FM 107, FM 1925 and corridors between the Border Patrol checkpoints and border egress routes including, FM 907, FM 2812, FM 681, FM, 1015, FM 491, FM 88, FM 493 FM 186, FM 1017 and FM 490.

5. Alamo Police Department:

Utilize Stone Garden funding for overtime, fuel, and mileage in order to increase law enforcement presence/patrol activity in the area surrounding Weslaco Stations' Critical Transit Nodes (Expressway 83, FM 907). Alamo PD will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with alien and drug smuggling. Alamo PD will provide uniformed officers in marked vehicles to actively patrol the Expressway 83, North and South Fm 907, Tower Rd., and Cesar Chavez Rd.

6. Alton Police Department:

To increase law enforcement presence/patrol activity in the area surrounding McAllen Station's Critical Transit Nodes (Conway and 5 Mile Line). Alton PD will enforce state law and local ordinances against violators in the target areas to help reduce criminal activity associated with alien and drug smuggling. Alton PD will provide uniformed officers in marked vehicles to actively patrol 5 Mile Line and Conway.

7. Donna Police Department:

Engaged in heighten law enforcement presence/patrol activity in the area surrounding Weslaco Stations' Critical Transit Nodes (Expressway 83, FM 493). DPD will not enforce Title 8 (US Immigration law). DPD will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with alien and drug smuggling. DPD will provide uniformed officers in marked vehicles to actively patrol the Expressway 83, and FM 493.

8. Edinburg Police Department:

Edinburg Police Department will heighten law enforcement effort to disrupt criminal activities along and surrounding the US Hwy 281 corridor. This is to include roads that feed US Hwy 281, such as Bus. Hwy 281 (Closner Blvd), State Hwy 107 (University Dr), FM 1925 (Monte Cristo Rd), etc; ancillary roads such as Mon Mack Rd, McColl Rd, FM 3420 (Jackson Rd), FM 1426 (Raul Longoria Rd), etc. and any other location that is identified through investigation as being used for smuggling activities. Officers will be enforcing state and local laws.

9. Hidalgo Police Department:

Increase law enforcement presence/patrol activity in the area surrounding the Hidalgo POE and border egress routes within the city. HPD will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with alien and drug smuggling. HPD will provide uniformed officers in marked vehicles (i.e. patrol units, all-terrain vehicles, bicycles, etc.) to actively patrol border egress routes in Spur 115, SH336, US Military 281, McColl Road, Jackson Road.

10. La Joya Police Department

Increase law enforcement presence/patrol activity in the La Joya area Expressway 83, FM 2221, FM 2521, Santos Ramirez Ave., El Charco Ranch Area, Tierra Blanca Subdivision, Garza Ave., and Military Rd, all known to be high, drug and human trafficking areas. LJPD will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with alien and drug smuggling.

11. Mercedes Police Department:

Mercedes Police Department's mission is to increase law enforcement presence/patrol activity in the area surrounding Weslaco Border Patrol Stations' Critical Transit Nodes (Expressway 83, and Military Highway 281). MPD will provide uniformed officers in marked vehicles to actively patrol the Expressway 83, Military Highway 281 and border egress routes including FM 491.

12. Mission Police Department:

Mission Police will enforce state laws and local ordinances against violators in the identified areas to reduce criminal activity associated with alien, drug and weapon smuggling, by providing uniformed officers in marked vehicles and actively patrolling Expressway 83, Military Highway 281, FM 1016, FM 494, TX Hwy 107, and roads leading to and from the Rio Grande River. MPD will monitor the banks of Rio Grande River along the Anzaldua's Dam, Chimney Park boat ramp, National Butterfly Park and Bentsen State Park.

13. Palmhurst Police Department:

Palmhurst PD will provide uniformed officers in marked vehicles to actively patrol the border egress routes covering West and East on Expressway 83. The Stonegarden Operations will continue on South Military Road to the banks of the Rio Grande River at Los Ebanos Road and other assigned routes such as 3 Mile Line.

14. Palmview Police Department:

PPD will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with alien and drug smuggling. (Rio Grande River) to major highway transportation corridors (83 Hwy) leading from East on Showers Road to Inspiration Road. Also, Weslaco Stations Critical Transit Nodes (Expressway 83, South Military Road, FM1015, and FM 88).

15. Penitas Police Department:

Penitas PD will provide uniformed officers in marked vehicles to actively patrol the Expressway 83, FM 1427, Loop 374, and border egress routes near the Rio Grande River.

16. Pharr Police Department:

Pharr PD will provide uniformed officers in marked vehicles to actively patrol the US Expressway 83, US Expressway 281, and border egress routes including Military Highway, Jackson Rd. and I Rd.

17. San Juan Police Department:

SJPD will provide a uniformed officer in marked vehicle to actively patrol the Expressway 83, North and South FM 1426, South Stewart Road, Military Hwy 281, Cesar Chavez Road and "I" road. Officers and police vehicles assigned to this operation will concentrate in the above mentioned target areas with the goal of enforcing state laws such as, but not limited to, intercepting illegal drugs and other anti-smuggling efforts. Scheduling of shifts will fluctuate, but will consist of officers working areas for four hours a day, 2 days a week, for 20 weeks.

18. Sullivan City Police Department:

Sullivan PD will provide uniformed officers in marked vehicles to actively patrol the border egress routes covering West and East on Expressway 83. We will continue on South Military Road near the banks of the Rio Grande River, FM 886, Pinto Road, and Guadalupe Flores Road.

19. Weslaco Police Department:

WPD will provide uniformed officers in marked vehicles to actively patrol Expressway 83, and border egress routes including FM 88, FM 1015.

D. Coordinating Instructions:

The Hidalgo County Sheriff's Office and eighteen (18) local Friendly Forces/Law Enforcement Agencies and the CBP Rio Grande Valley Sector Stations will coordinate Stonegarden-related enforcement activities within their respective AORs. The RGV Sector Office of Intelligence will coordinate the establishment of performance measures and the collection, analysis and dissemination of intelligence with state and local counterparts.

An operational plan for each agency/operation described in Part C. above will be generated and approved by the Chief Patrol Agent, Rio Grande Valley Sector and OBP prior to implementation. Each respective law enforcement agency will perform the same duties as normally accomplished by their respective agencies. Agencies will, however, be required to work all federally funded overtime in geographical locations at, near or adjacent to the international border in direct coordination with Customs and Border Protection personnel from the respective Border Patrol Station. Intelligence entities of the United States Border Patrol will coordinate intelligence analysis with the appropriate law enforcement agencies via the Border Intelligence Center (BIC).

IV. ADMINISTRATION/LOGISTICS

A. Cost Estimates/Funding Issues:

Admin/Logistics Budget	Narrative Justification		Federal Request
HCSO Deputies	2080 hrs	@ $32.28	$ 67,142.40
HCSO Supervisor	520 hrs	@ $39.06	$ 20,311.20
HC PCT 2 Supervisor	133.05hrs	@$35.15	$ 4,676.71
HC PCT 3 Supervisor	27 hrs	@$36.46	$ 984.42
HC PCT 3 Supervisor	54 hrs	@$33.15	$ 1,790.10
HC PCT 3 Deputy	108 hrs	@$32.28	$ 3,486.24
HC PCT 3 Deputy	42 hrs	@$30.14	$ 1,265.88
HC PCT 3 Deputy	28 hrs	@$28.35	$ 793.80
HC PCT 3 Deputy	84 hrs	@$27.39	$ 2,300.76
HC PCT 4 Deputies	69 hrs	@$32.28	$ 2,227.32
HC PCT 4 Deputies	46 hrs	@$31.19	$ 1,434.74
HC PCT 4 Deputies	44 hrs	@$30.14	$ 1,326.16
HC PCT 4 Deputies	176 hrs	@$27.39	$ 4,820.64
HC PCT 4 Supervisor	69 hrs	@$33.15	$ 2,287.35
Alamo PD	400 hrs	@$30.00	$ 12,000.00
Alton PD	222 hrs	@$21.37	$ 4,744.14
Donna PD	660 hrs	@$25.00	$ 16,500.00
Edinburg PD	1224 hrs	@$53.25	$ 65,178.00
Hidalgo PD	368 hrs	@$29.00	$ 10,672.00
Mercedes PD Officer	156 hrs	@$26.786	$ 4,178.62
Mercedes PD Supervisor	150 hrs	@$30.071	$ 4,510.65
Mission PD	720 hrs	@$34.50	$ 24,840.00
Palmhurst PD	309.97 hrs	@$21.09	$ 6,537.27
Palmview PD	583.6860 hrs	@$35.00	$ 20,429.01
Pharr PD	1,080hrs	@$33.00	$ 35,640.00
San Juan PD	260.5744hrs	@$30.00	$ 7,817.23
Sullivan City PD	192 hrs	@$19.97	$ 3,834.00
Weslaco PD Officer	816 hrs	@$36.02	$ 29,392.32
Weslaco PD Supervisor	392 hrs	@$41.81	$ 16,389.52
Total Combined Overtime:			**$ 377,510.48**

Fringe Benefits (FICA, Retirement, Unemployment Comp, W/C)

HCSO	17.75%	$ 15,523.01
HC PCT 2	21.31%	$ 996.61
HC PCT 3	21.49%	$ 2,282.50
HC PCT 4	21.49%	$ 2,599.48
Alamo PD	18.50%	$ 2,220.00
Alton PD	16.19%	$ 768.08
Donna PD	11.78%	$ 1,943.70
Edinburg PD	19.7%	$ 12,840.07
Hidalgo PD	22.19%	$ 2,368.12

Mercedes PD	31.51%	$ 2,737.99
Mission PD	23.28%	$ 5,782.75
Pharr PD	25.61%	$ 9,127.40
San Juan PD	17.49%	$ 1,367.23
Sullivan City PD	22.65%	$ 868.40
Weslaco PD	17.58%	$ 8,048.45

Total Combined Fringe Benefits: **$ 69,473.79**

New/Replacement Equipment: (note: fully equipped patrol unit's will include, emergency lighting, comm. radio, graphics, prisoners partition, computer system, camera system, shotgun mounts)

HCSO	1-ICX Sky tower Platform @ $115,000 ea.	$ 113,000.00
HCSO	1-FLIR thermal imaging camera	$ 6,290.39
Alamo PD	1 2007/2009 Ford Crown Victoria w/equipment	$ 8,000.00
Alton PD	Emergency Response Tactical entry gear	$ 1,180.00
Alton PD	3 Tactical Ballistic helmets	$ 839.97
Alton PD	2 Tactical entry ballistic shields	$ 2,765.90
Alton PD	3 Ballistic helmet goggles	$ 255.00
Alton PD	shipping and handling (freight)	$ 70.00
Hidalgo PD	2 Wearable video cameras	$ 2,000.00
Hidalgo PD	2 Generation 3 night vision goggles	$ 8,000.00
Hidalgo PD	1 20x80 military binocular	$ 1,396.17
La Joya PD	12 Ballistic Vest's	$ 10,623.08
Mercedes PD	Commercial Bench Scale	$ 575.00
Mercedes PD	Ballistic shield	$ 3,035.00
Mercedes PD	Breaching Ram	$ 345.00
Mercedes PD	Two window tint meters	$ 330.00
Mercedes PD	Two handheld radar units	$ 2,800.00
Mercedes PD	Six Micro Audio/video recorders	$ 600.00
Mercedes PD	Two portable breath testers	$ 840.00
Mercedes PD	Phone call recording device	$ 200.00
Mercedes PD	Twelve portable radio Mic's	$ 1,320.00
Mercedes PD	Two seat and floor pans	$ 1,060.00
Mercedes PD	Equipment Case	$ 350.00
Mercedes PD	Two undercarriage inspection mirrors	$ 180.00
Mercedes PD	Metal Detector	$ 480.00
Mercedes PD	Three red/blue dash lights	$ 870.00
Mercedes PD	Two red/blue grill lights	$ 174.57
Mission PD	1 ICX Skytower platforms	$ 72,339.44
Penitas PD	1- Safety vision mobile recording system	$ 4,085.80
Pharr PD	1 – 2012 Chevrolet Suburban fully equipped	$ 51,650.00
San Juan PD	1 – 2011 Chevrolet Tahoe equipped unit	$ 27,587.75

Total Equipment: **$323,243.07**

Reimbursement for Mileage

HC PCT 3	3,200.00 miles	@ .55	$ 1,760.00
Alamo PD	4,170 miles	@ .55	$ 2,293.50
Donna PD	6,581 miles	@ .55	$ 3,619.55
Edinburg PD	31,980.06 miles	@ .55	$ 17,589.03
Hidalgo PD	4,600 miles	@ .55	$ 2,530.00
Mercedes PD	2,806 miles	@ .55	$ 1,543.30
Sullivan City PD	1,850.39 miles	@ .55	$ 1,017.71
Total Mileage:			**$ 30,353.09**

HIDALGO COUNTY TOTAL COMBINED BUDGET: **$ 800,580.43**

Cost Estimates:

General Cost: $353,832.73

OT Cost: $446,984.27

Total Cost: $800,817.00

B. Travel:

N/A

C. Lodging:

N/A

D. Reception of Detailed Personnel:

N/A

E. Uniform and Equipment:

N/A

F. Special Equipment:

N/A

G. Alien Processing:

Alien Processing will be coordinated through the McAllen and Weslaco Border Patrol Stations.

H. Medical:

Medical emergencies will follow Hidalgo County's Emergency Management protocol.

I. Detention/Transportation:

Alien detention and transportation will be coordinated through the McAllen and Weslaco Border Patrol Stations,

J. Vehicles:

N/A

V. COMMAND/CONTROL/COMMUNICATION

A. Chain of Command:

Participating agencies will maintain their individual chains of command as dictated by internal policies and guidelines. Operations Orders for specific Stonegarden enforcement efforts will be approved by the Chief Patrol Agent, Rio Grande Valley Sector, followed by Office of Border Patrol and FEMA prior to funding.

1. Border Patrol	CPA Rosendo Hinojosa	956-289-4800
2. HCSO	Sheriff Guadalupe Treviño	956-383-8114
3. HC PCT 2	Constable Gilbert Alaniz	956-783-4664
4. HC PCT 3	Constable Larry Gallardo	956-581-6800
5. HC PCT 4	Constable Eddie Guerra	956-383-8560
6. Alamo P.D.	Chief Arturo Espinoza	956-787-1454
7. Alton P.D.	Chief Enrique Sotelo	956-432-0700
8. Donna P.D.	Chief Ramiro De Leon	956-464-4481
9. Edinburg P.D.	Chief Rosendo Castaneda	956-393-7411
10.Hidalgo P.D.	Chief Vernon Rosser	956-843-2737
11.La Joya	A Chief Julian Gutierrez	956-585-4855
12.Mercedes P.D.	Chief Olga Maldonando	956-565-3102
13.Mission P.D.	Chief Leo Longoria	956-584-5000
14.Palmhurst P.D.	Chief Michael Vela	956-519-3800
15.Palmview P.D.	Chief Chris R. Barrera	956-581-7416
16.Penitas P.D.	Chief Roel Bermea	956-583-0050
17.Pharr P.D.	Chief Ruben Villescas	956-787-8546
18.San Juan P.D.	Chief Juan Gonzalez	956-787-9904
19.Sullivan City P.D.	Chief Carlos Lucio	956-485-9208

20.Weslaco P.D. Chief Juan Sifuentes 956-968-8591

B. Unit Command:

RGV Sector Headquarters

CPA Rosendo Hinojosa
956-289-4800

McAllen Border Patrol Station (Hidalgo County)

PAIC Hector Escamilla
APAIC Eugene Montes, Jr.
956-217-3800

Weslaco Border Patrol Station (Hidalgo County)

PAIC Ryan J. Scudder
APAIC Henry Leo
956-647-8800

C. Communication Details:

In accordance with existing communications policy for each agency and station's area of operations.

D. Map Coordinates:

Notes:

	Longitude	**Latitude**
Degrees : Minutes : Seconds	98 : 9 : 49	26 : 15 : 33
Decimal	-98.1637	26.2593

Location Zone:

ANNEX

A. Administration Annex:

The RGV Sector Stations will serve as the Hub for all apprehensions occurring in the Hidalgo County (Sheriff Office) and participating friendly forces/police department during Stonegarden Operations.

We will coordinate all apprehensions of illegal aliens in partnership with the Rio Grande Valley Sector, U.S. Customs and Border Protection as outlined in the National Border Patrol Strategy to achieve border security and border protection enhancement efforts along the U.S./Mexico border. Also all undocumented alien apprehensions, smuggling cases, and contraband will be transported to the appropriate RGV Border Patrol Station or DEA Office for processing.

B. Execution Annex:

If funded the Hidalgo County Sheriff Office and 18 participating friendly forces/police department will execute a Memorandum of Understanding to ensure and document the commitment on the part of each agency to work in partnership with the U.S. Customs and Border Protection in implementing the following three major objectives:

1) To achieve greater capability in preventing, protecting against, and responding to border security issues,
2) To increase coordination and collaboration among Federal, State, and local law enforcement agencies in the Rio Grande Valley, and
3) To continue and support the operational mandate border security and border protection enhancement efforts along the U.S./Mexico border.

C. Communication Annex:

N/A

Media Action Plan:

RGV Sector has the lead on all Public Affairs activities. Each participating agency must coordinate all public affairs activities with the RGV Sector Public Affairs Office. All Border Patrol inquiries will be directed to the RGV Sector Public Affairs Office (956) 289-4990.

Legal Review:

All matters will be referred to the CBP Counsel.

HIDALGO COUNTY SHERIFF'S OFFICE:

All legal matters will be referred to the Hidalgo County District Attorney.

Risks:

No risks have been associated with this Op Order.

Photos:

No photos have been associated with this Op Order.

DATE: July 2, 2012

2012
Transfer

DEPARTMENT HEAD: Lazaro Gallardo, Jr.

DEPARTMENT NAME: Constable Precinct 3

ACCOUNT NUMBER: 2-1284-421-00-293-047-4-XXX

Contact Person: RAQUEL RAMOS **Ph#:** 956-205-7031

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
2-1284-421-00-293-047-4-131	Constable Pct. 3 Operation Stonegarden - Overtime	10,621.20
2-1284-421-00-293-047-4-220	Constable Pct. 3 Operation Stonegarden - FICA	934.54
2-1284-421-00-293-047-4-230	Constable Pct. 3 Operation Stonegarden - Retirement	1,176.83
2-1284-421-00-293-047-4-250	Constable Pct. 3 Operation Stonegarden - Unemployment	171.13
2-1284-421-00-293-047-4-581	Constable Pct. 3 Operation Stonegarden - Travel In County	1,996.57
2-1284-331-12-293-047-4-000	Constable Pct. 3 Operation Stonegarden - Revenues	14,900.27
	TOTAL BUDGET INCREASE (DECREASE)	$ 14,900.27

REASON: TO APPROPRIATE THE THE FY 11 OPERATION STONEGARDEN PROGRAM GRANT FUNDS AWARDED TO THE CONSTABLE PCT NO. 3 OFFICE BY THE DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-32859 **Sheriff's Office 7. A.**

CC REGULAR

Meeting Date: 07/03/2012

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Operation Stonegarden (1284):
1. Authorization and approval to accept an extension for the 2010 Operation Stonegarden Grant (New termination date is 10/31/12) Prior grant termination date: 07/31/12.
2. Authorization and approval for County Judge , as authorized official to sign required documents.

BACKGROUND

Grant number: 2010 SS-T0-0008 (Federal)
10-GA48215-05 (SAA--State Administrative Agency)

Grant was awarded to the Hidalgo County Sheriff's Office, Constable Offices for Precinct 2,3, & 4 and fourteen (14) city police departments: Alamo, Alton, Donna, Hidalgo, La Joya, Mercedes, Mission, Palmhurst, Palmview, Penitas, Pharr, San Juan, Sullivan City, and Weslaco.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1284-421-00-280-047-3-XXX

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

BUDGETARY IMPACT:

No budgetary impact. Grant period extension.

Attachments

GAN 2010

2010 Terms and Conditions

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	06/27/2012 02:46 PM
Budget & Management	Merlen P. Munoz	06/27/2012 03:09 PM
Manuel Chapa	Manuel Chapa	06/28/2012 08:48 AM
Purchasing Department	Angela Garcia	06/29/2012 05:38 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 06/18/2012 09:42 AM

Final Approval Date: 06/29/2012

Texas Department of Public Safety

2010 Grant Adjustment Notice

for

Hidalgo County

Date of Award
June 12, 2012

1. Sub-Recipient Name and Address	2. Prepared by: Lara, Pete H.	3. Award Number: 10-GA 48215-05
Judge Ramon Garcia Hidalgo County 1615 S. Closner STE J Edinburg, TX 78539	**4. Federal Grant Information**	
	Federal Grant Title:	**Homeland Security Grant Program**
	Federal Grant Award Number:	2010-SS-T0-0008
	Date Federal Grant Awarded to TxDPS:	August 1, 2010
	Federal Granting Agency:	Department of Homeland Security FEMA Grant Programs Directorate

5. Award Amount and Grant Breakdowns

OPSG Award Amount
(Federal)
CFDA: 97.067

$963,209.00

NOTE: Match requirement details can be found in the federal guidance for the grant named in Box 4 above.

Grant Period:

FROM:	TO:
Aug 1, 2010	Oct 31, 2012

(The SAA Must receive all invoices by the end of grant period)

6. Statutory Authority for Grant: This project is supported under the Department of Homeland Security Appropriations Act of 2010 (Public Law 111-83).

7. Method of Payment: Primary method is reimbursement.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred,suspended, proposed for debarment,en_US declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov.2.8.9029.0

9. Agency Approval

Approving TxDPS Official:	Signature of TxDPS Official:
Machelle Pharr, Deputy Assistant Director State Administrative Agency Texas Department of Public Safety	

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:	Signature of Sub-Recipient Official:
Ramon Garcia Hidalgo County Judge	

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:	12. Date Signed :
EIN # 74-6000717	07/03/12

13. DUE DATE: July 27, 2012

Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.

2010 TERMS AND CONDITIONS

Instructions:

The Sub-recipient must:

1. *Fill in the contact information and sign the Sub-Recipient Award*
2. *Certify they have read and understand the Terms and Conditions by initialing the bottom of each page.*
3. *Fill in the contact information located on Page 4.*
4. *Certify to the statements provided in Exhibits A and B and C located at the back of this document by filling in contact information and signing both exhibits.*
5. *Return all documents to the SAA in accordance with the date provided in the transmittal letter and/or in the agreement.*

Parties to Sub-recipient Agreement

This Sub-recipient Agreement (includes the Sub-recipient Award and the Terms and Conditions) is made and entered into by and between the Department of Public Safety / State Administrative Agency, (DPS/SAA) an agency of the State of Texas, hereinafter referred to as "DPS/SAA," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, DPS/SAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2010 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and/or in the agreement Sub-recipient Agreement Award.

Sub-recipient must not assign or transfer any interest in this Sub-recipient Agreement without the express, prior written consent of the SAA.

Overview, and Performance Standards

All allocations and use of funds under this grant must be in accordance with the FY 2010 Guidelines and Application Kit for the Federal Grant Title specified on the Sub-recipient Agreement Award. All award Sub-recipients are required to have read, understood and accepted the FY 2010 Guidance and Application Kit as binding.

Standard of Performance. The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Regional Planning Group / Urban Area Working Group and/or by the State Administrative Agency (SAA) as applicable. The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement, Terms and Conditions and the following Exhibits located at the end of this document:

1. Assurance – Non-Construction Programs, hereinafter referred to as **"Exhibit A"**
2. Assurance – Construction Programs, hereinafter referred to as **"Exhibit B"**
3. Certification, hereinafter referred to as **"Exhibit C"**

Failure to Perform. In the event the Sub-recipient fails to implement the project(s) entered into the SAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to DPS/SAA for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other federal program funds administered by DPS/SAA until repayment to DPS/SAA is made and any other compliance or audit finding is satisfactorily resolved.

DPS/SAA Obligations

Measure of Liability. DPS/SAA shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

Sub-recipient Agreement Funds Defined and Limit of Liability. The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by DPS/SAA under the DHS/FEMA grant programs. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by DPS/SAA under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the cover page of the Sub-recipient agreement.

Sub-recipient shall contribute the match funds listed on the Sub-recipient Award page.

Excess Payments. The Sub-recipient shall refund to DPS/SAA any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by DPS/SAA or that DPS/SAA determines has resulted in overpayment to the Sub-recipient or that DPS/SAA

Initial _____ Date 07/03/12

determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The Sub-recipient shall make such refund to DPS/SAA within thirty (30) days after DPS/SAA requests such refund.

Suspension

In the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, DPS/SAA may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

DPS/SAA's Right to Terminate. DPS/SAA shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever DPS/SAA determines that the Sub-recipient has failed to comply with any of this Sub-recipient agreement's terms. DPS/SAA shall notify the Sub-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Appeal will be made to the Deputy Director of Homeland Security, Department of Public Safety.

Enforcement

In taking an enforcement action, the awarding agency will provide the sub-recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the sub-recipient is entitled under any statute or regulation applicable to the action involved.

Conflict of Interest

No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Monitoring

Sub-recipients will be monitored periodically by federal or state agencies, both programmatically and financially, to ensure that project goals, objectives, performance requirement, timelines, milestone completion, budget, and other related program criteria are being met.

DPS/SAA reserves the right to perform periodic office-based and/or on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, DPS/SAA shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to the Suspension and/or Termination Section.

Audit

Audit of Federal and State Funds. The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) and as outlined in Exhibit A. The Sub-recipient will also comply, as applicable, with Texas Government Code, Chapter 783, 1 TAC 5.141.et.seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

DPS/SAA's Right to Audit. DPS/SAA reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit DPS/SAA or its authorized representative to audit the Sub-recipient's records. The sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

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Sub-recipient's Liability for Disallowed Costs. The Sub-recipient understands and agrees that it shall be liable to DPS/SAA for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds. The Sub-recipient further understands and agrees that reimbursement to DPS/SAA of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract.

Sub-recipient's Facilitation of Audit. The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/SAA may require of the Sub-recipient. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

Other Requirements

A. During the performance period of this grant, Sub-recipients must maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM) . This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Sub-recipient's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

B. Projects identified in the SAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of the grant.

C. During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.

D. During the performance period, the Sub-recipient must be a registered user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing $5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.

E. Sub-recipients must submit Fiscal Year 2010 Indirect Cost Allocation Plan signed by Cognizant Agency - "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 CFR part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.

F. Council of Governments (COG) will follow guidelines listed in the SAA FY 10 COG Statement of Work.

G. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The sub-recipient agrees to consult with DPS/SAA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

Closing the Grant

A. The Sub-recipient must have expended all grant funds and submitted expenditure reimbursement requests and any invoices by the end of the performance period listed on the sub-recipient agreement.

B. DPS/SAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, DPS/SAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, DPS/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.

C. At the completion of the sub-recipient's performance period, DPS/SAA will de-obligate all uncommitted / unexpended funds.

Restrictions, Disclaimers and Notices

A. In cases where local funding is established by a COG or UASI, governing board, the release of funds by DPS/SAA is contingent upon funding allocation approval by the governing board.

B. Notwithstanding any other agreement provisions, the parties hereto understand and agree that DPS/SAA's obligations under this agreement are contingent upon the receipt of adequate funds to meet DPS/SAA's liabilities hereunder, except as required

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by IECGP and HSGP grants. DPS/SAA shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.

C. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to the Point of Contact listed for the sub-recipient in the SAA Grants Management System shall be deemed received the following business day.

DPS/SAA Contact Information	Sub-Recipient Contact Information (Please Fill-in Contact information below)
Deputy Director, Homeland Security Texas Department of Public Safety State Administrative Agency P.O. Box 4087 Austin, TX 78773-0220	Name: Ramon Garcia Title: Hidalgo County Judge Agency: Hidalgo County Address: 1615 S. Closner Ste J Edinburg, TX 78539

Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with the most recent version of all applicable Laws and Regulations. A non-exclusive list is provided below

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

B. Cost Principles

1. 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2. 2 C.F.R. Part 220, Cost Principles for Education Institutions (OMB Circular A-21)
3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR) Subpart 31.2, Contracts with Commercial Organizations

C. Audit Requirements – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

D. Sub- recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

E. The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FY2010 Grant Program Guidance and Application Kit.

F. The recipient must provide information to FEMA to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. The recipient must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances.

Recipient shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may not be eligible for grant funding.

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G. Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated in State Administrative Agency Information Bulletins, and Texas Uniform Grants Management Standards (UGMS).

H. The sub-recipient(s) must, in addition to the assurances, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of the award, and the approved application.

Retention and Accessibility of Records

Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to the applicable OMB Circular and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective, including program requirements and financial obligations, or the period of time required by other applicable laws and regulations. Sub-recipient shall comply with 44 CFR Section 13.42 and UGMS §__.42

Access to Records. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/SAA, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, , and Texas Government Code Chapter 552.

Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Legal Authority

Signatory Authority. The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement.

Authorized Representative. The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

Conflicts in Requirements. If conflict exists between federal, state, or local requirements, the sub-recipient shall comply with the strictest requirement. .

Notice of Litigation and Claims

The Sub-recipient shall give DPS/SAA immediate notice in writing of any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out of the performance under this Sub-recipient agreement

Except as otherwise directed by DPS/SAA, the Sub-recipient shall furnish immediately to DPS/SAA copies of all documentation or pleadings received by the Sub-recipient with respect to such action or claim.

Non-Waiver of Defaults

ANY FAILURE OF DPS/SAA, AT ANY TIME, TO ENFORCE OR REQUIRE THE STRICT KEEPING AND PERFORMANCE OF ANY PROVISION OF THIS AGREEMENT WILL NOT CONSTITUTE A WAIVER OF SUCH PROVISION, AND WILL NOT AFFECT OR IMPAIR SAME OR THE RIGHT OF DPS/SAA AT ANY TIME TO AVAIL ITSELF OF SAME. A WAIVER DOES NOT BECOME EFFECTIVE UNLESS DPS/SAA EXPRESSLY AGREES TO SUCH WAIVER IN WRITING. ANY PAYMENT BY DPS/SAA SHALL NOT CONSTITUTE A WAIVER OR OTHERWISE IMPAIR OR PREJUDICE ANY RIGHT, POWER, PRIVILEGE, OR REMEDY AVAILABLE TO DPS/SAA TO ENFORCE ITS RIGHTS, AS SUCH RIGHTS, POWERS, PRIVILEGES, AND REMEDIES ARE SPECIFICALLY PRESERVED.

Initial _____ Date 07/03/12

Indemnity

AS PERMITTED BY LAW, SUB-RECIPIENT SHALL INDEMNIFY, DEFEND AND HOLD DPS/SAA AND THE STATE OF TEXAS (INCLUDING ITS DIRECTORS, COMMISSIONERS, EMPLOYEES, AGENTS AND THEIR SUCCESSORS) ("INDEMNITEES") HARMLESS FROM AND AGAINST ANY OF THE FOLLOWING THAT ARISE OUT OF OR RESULT FROM SUB-RECIPIENT'S NEGLIGENCE (ANY AND ALL), FAULT, ACT, FAILURE TO ACT, OMISSION, BREACH OF THIS AGREEMENT OR VIOLATION OF ANY STATE OR FEDERAL LAW AND/OR REGULATION, AS WELL AS ANY VIOLATION OF ANY MATTER MADE THE BASIS OF A TREATY AND/OR CONVENTION AND/OR AGREEMENT BETWEEN THE UNITED STATES AND ANOTHER NATION: CLAIMS; LAWSUITS; DAMAGES; LIABILITIES; PENALTIES; TAXES; FINES; INTEREST; EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, INVESTIGATION COSTS AND ALL DIRECT OR INDIRECT COSTS OR EXPENSES INCURRED IN DEFENDING AGAINST ANY CLAIM, LAWSUIT, OR OTHER PROCEEDING, INCLUDING THOSE EXPENSES INCURRED IN ANY NEGOTIATION, SETTLEMENT, OR ALTERNATIVE DISPUTE RESOLUTION); ANY AND ALL DAMAGES, HOWEVER CHARACTERIZED, SUCH AS DIRECT, GENERAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR THE RIGHTS PROVIDED THEREIN.

IN ANY AND ALL CLAIMS AGAINST ANY OF THE INDEMNITEES BY ANY EMPLOYEE OF THE SUB-RECIPIENT OR ANY EMPLOYEE OF ITS SUBCONTRACTOR(S), THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT WILL NOT BE LIMITED IN ANY WAY BY THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE SUB-RECIPIENT OR ANY OF ITS SUBCONTRACTOR(S) UNDER WORKER'S DISABILITY COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFITS ACTS.

SUB-RECIPIENT SHALL COORDINATE ITS DEFENSE AND ANY SETTLEMENT WITH THE ATTORNEY GENERAL FOR THE STATE OF TEXAS AS REQUESTED BY THE DPS/SAA. IN ANY SETTLEMENT, SUB-RECIPIENT MUST NOT MAKE ANY ADMISSION OF LIABILITY ON THE PART OF ANY OF THE INDEMNITEES.

THIS SECTION SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION, CONTRIBUTION OR RIGHT WHICH ANY OF THE INDEMNITEES HAVE BY LAW OR EQUITY.

THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Changes and Amendments

Written Amendment. Except as specifically provided otherwise in this Sub-recipient agreement, any alterations, additions or deletions to this Sub-recipient agreement's terms shall be made through Grant Adjustment Notices generated by the SAA web-based grants management system and executed by the Parties.

Authority to Amend. During the period of this Sub-recipient agreement's performance DPS/SAA and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by DPS/SAA or FEMA in the form of Information Bulletins and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. . In the event FEMA or DPS/SAA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award.

Headings

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

Venue

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas, and be governed by Texas Law.

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Special Conditions

2010 Operation Stonegarden (OPSG) Specific:

1) The recipient is prohibited from obligating or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved through an official email notice issued by FEMA removing this special programmatic condition. The Operations Order approval process/structure is as follows: Operations Orders are submitted to (I) the appropriate Customs and Border Protection (CBP) Border Patrol (BP) Sector Headquarters (HQ); upon approval by the Sector HQ, forwarded through the Border Patrol Enforcement Transfer System (BPETS) system to (2) the OPSG Coordinator, CBP/BP Washington, DC and upon approval forwarded to (3) Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD). Grant Development and Administration Division (GD&A). Notification of release of programmatic hold will be sent by FEMA via email to the State Administrative Agency (SAA) with a copy to OPSG Coordinator at CBP/BP HQ, Washington DC.

General:

1)

a) Provisions applicable to a sub-recipient that is a private entity.
   i) You as a sub-recipient, your employees, may not:
      (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
      (2) Procure a commercial sex act during the period of time that the award is in effect; or
      (3) Use forced labor in the performance of the award or sub-award under this award.
   ii) We may unilaterally terminate this award, without penalty, if the sub-recipient that is a private entity:
      (1) Is determined to have violated a prohibition in paragraph 1a of this award term; or
      (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition of this award term through conduct that is either:
         (a) Associated with performance under this award; or
         (b) Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.

b) Provisions applicable to a sub-recipient that is other than a private entity. We may unilaterally terminate this award, without penalty, if the sub-recipient that is a private entity:
   i) Is determined to have violated a prohibition in paragraph 1a of this award term; or
   ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a1 of this award term through conduct that is either:
      (1) Associated with performance under this award; or
      (2) Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.

c) Provisions applicable to any recipient:
   i) You must inform us immediately of any information you received from any source alleging a violation of a prohibition in paragraph a1 of this award term.
   ii) Our right to terminate unilaterally that is described in 1b or 2 of this section:
      (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g), and
      (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
   iii) You must include the requirements of 1a of this award term in any sub-award you make to a private entity.

d) Definitions. For purposes of this award term:
   i) "Employee" means either:
      (1) An individual employed by a sub-recipient who is engaged in the performance of the project or program under this award; or
      (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
   ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
   iii) "Private entity" means:

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(1) Any entity other than a State, local government, Indian Tribe, or foreign public entities, as those terms are defined in 2 CFR 175.25.
(2) Includes:
(a) A non-profit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2CFR 175.25(b).
(b) A for-profit organization

iv) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

2)

a) Classified national security information as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
b) No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information
c) Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch(ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.
d) Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS " Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7, 20089: EO's 12829, 12959, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and /or other applicable implementing directives or instruction. All security requirement documents are located at: http://www.dhs/gov/xopnbiz/grants/index.shtm.
e) Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISPB, or the appropriate Federal department or agency, for approval and processing instructions.

Please fill in the appropriate information and sign.

Ramon Garcia
Type Name of Authorized Official

Hidalgo County Judge
Title

Hidalgo County
Sub-recipient Organization

Signature of Authorized Official — 07/03/12 Date

Initial _____ Date 07/03/12

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this agreement.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

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12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Please fill in the appropriate information and sign.

Ramon Garcia
Type Name of Authorized Official

Hidalgo County Judge
Title

Hidalgo County
Sub-recipient Organization

Signature of Authorized Official 07/03/12 Date

Initial _____ Date 07/03/12

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this agreement.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based pain in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act(40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.

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14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Please fill in the appropriate information and sign.

Ramon Garcia
Type Name of Authorized Official

Hidalgo County Judge
Title

Hidalgo County
Sub-recipient Organization

07/03/12
Signature of Authorized Official Date

Initial _____ Date 07/03/12

Exhibit C

Certifications

The undersigned, Ramon Garcia (print), as the authorized official of Hidalgo County certifies the following to the best of his/her knowledge and belief.

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, of modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure of Lobbying Activities," in accordance with its instructions

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28C.F.R. Part 67, Section 67.510. (Federal Certification) The Sub-recipient certifies that it and its principals and vendors:

1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to *www.epls.gov* and the State Debarred Vendor List *http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/*.

2. Have not within a three-year period preceding this agreement 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;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and

4. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and

5. Where the sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement. (Federal Certification)

E. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Sub-recipient must comply with 2 CFR Part 180 Subpart C as a condition of receiving grant funds, and sub-recipient must require such compliance in any sub-grants or contract at the next tier.

G. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.

H. Drug-free Workplace Act, as amended, 41 U.S.C. §701 et seq. – Requires the recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also,

Initial _____ Date 07/03/12

place(s) where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. The recipient must notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 CFR Part 17.

I. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

Please fill in the appropriate information and sign.

Ramon Garcia
Type Name of Authorized Official

Hidalgo County Judge
Title

Hidalgo County
Sub-recipient Organization

Signature of Authorized Official — Date: 07/03/12

Initial _____ Date 07/03/12

AI-33030 **Sheriff's Office 7. B.**

CC REGULAR

Meeting Date: 07/03/2012

Submitted By: Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Sheriff (1100) / Courthouse Security (1241)

1. Approval of employee transfer as follows, pursuant to Section 3.49 of the Civil Service Commission Rules:

		From				To	
Employee #	**Position/Title**	**Dept. No./Name**	**Slot #**		**Dept. No./Name**	**Slot #**	**Budgeted Salary**
188034	Deputy Sheriff	Sheriff (280-001)	174		Courthouse Security (115-044)	003	$ 38,000.00

2. Approval of revised salary schedule.

BACKGROUND

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	06/29/2012 08:03 AM
Purchasing Department	Angela Garcia	06/29/2012 05:38 PM

Form Started By: Sylvia Rios Started On: 06/27/2012 04:39 PM

Final Approval Date: 06/29/2012

HIDALGO COUNTY SHERIFF'S

OFFICE

SHERIFF GUADALUPE "LUPE" TREVIÑO

MEMORANDUM

To: Dina Trevino
Assistant Budget Officer
Hidalgo County Budget & Management Division

From: Rene Gonzalez
Hidalgo County Sheriff

Date: June 14, 2012

RE: Transfer to vacant Court House Security Slot

Dina, Sheriff Treviño is requesting that Slot 001-174 Law Enforcement Deputy Juan Jose Regalado, be transferred to the vacant Court House Security Slot 044-003.

Please advise me when this request is place on Commissar's Court and date of the transfer.

Vacant Court House Security Slot

Slot #	Name	Title	Salary	Longevity	Supplemental
004-003	Open	Deputy Sheriff I	$38,000.00	$360.00	$0.00

Sheriff's Office Law Enforcement Slot

Slot #	Name	Title	Salary	Longevity	Supplemental
001-174	Regalado, Juan Jose	Deputy Sheriff I	$38,000.00	$0.00	$1,500.00

If you have any questions please contact me Commander Rene Gonzalez at telephone number (956) 393-6003.

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8814

33030

AI-33022 **District Attorney 8. A.**

CC REGULAR

Meeting Date: 07/03/2012

Submitted By: Nereida Garza, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

DA Bad Ck (1222) & DA State Supplement (1281):

1. Approval to create the following temporary p/t positions not to exceed 6 months and/or 12-31-2012:

Program	Slot No.	Position Title	Grade
DA Bad Ck	T026	Clerk IV	7
DA Bad Ck	T027	Clerk I	1
DA Bad Ck	T028	Clerk 1	1
DA State Supplement	T004	Clerk I	1
DA State Supplement	T005	Clerk I	1
DA State Supplement	T006	Clerk I	1

2. Approval to waive posting, hiring, and enrollment procedures.
3. Approval of transfer/appropriation.
4. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** See Below

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

BUDGETARY IMPACT:

2-1222-412-00-080-006-0-XXX DA BAD CK = Lapse funding available as of 07/02/12 (see attached salary analysis) Appropriation of funds for additional funding required.

2-1281-412-00-080-010-2-XXX DA STATE SUPPLEMENT = Funding available as of 07/02/12
/

Attachments

PAR Extension of Temp Clerk IV

PAR form for extension of temp Clerk I position

Job Description Clerk I

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	06/28/2012 01:18 PM
Sylvia Solis	Sylvia Solis	06/29/2012 03:11 PM
Purchasing Department	Angela Garcia	06/29/2012 05:38 PM

Form Started By: Nereida Garza Started On: 06/27/2012 03:35 PM

Final Approval Date: 06/29/2012

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 27 2012
Human Resources

DEPARTMENT NAME/NUMBER: DA'S OFFICE- DA BAD CHECKS 080-006

DATE: **06/27/2012**

CURRENT POSITION TITLE: N/A

~~CURRENT~~ SLOT. #: T009

REQUESTED POSITION TITLE: CLERK IV

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other **EXTENSION OF TEMP POSITION**

POSITION SALARY REQUEST:

1	**-0-**	**G7, S11/ $41,600.00**	$	**$41,600.00**
NO. OF POSITIONS	CURRENT GRADE & STEP/ SALARY/ ALLOWANCE	PROPOSED GRADE & STEP/ SALARY/ ALLOWANCE		NET CHANGE

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other **2-1222-412-00-080-006-0-XXX DA BAD CHECK. APPROPRIATION OF FUNDS**

POSITION TYPE:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ **$20.00** Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☒ **$20.00 * 2080 hrs = $41,600.00**

Hourly Rate * 2,080 hrs. per year = Annual Salary

$20.00 * 832 hrs = $16,640.00 (ACTUAL EXPENDITURE)

TEMPORARY POSITIONS:

01/01/2012	**07/01/2012**	**Varies**	**varies**	**varies**
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	
Non-Exempt		Non-Exempt	X
N/A			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

NEEDED TO ASSIST IN THE OFFICE WITH CLERICAL DUTIES TO KEEP FULL TIME SUPPORT STAFF WORKING ON MORE ESSENTIAL DUTIES

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	06/27/2012 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	6.27.12 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

CLERK IV

GRADE: 07

GENERAL DESCRIPTION

Performs advanced (senior-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, purchasing, and accounting; Work involves compiling and tabulating data, checking documents for accuracy, handling and transporting documents and/or stock and inventory, and maintaining files; May train others; May supervise the work of others; Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Oversees, prepares, edits, and reconciles discrepancies in, and reviews for accuracy and completeness reports, purchase orders, correspondence, summaries, manuals, vouchers, journals, ledgers, requisitions, records, and other related forms

Answers inquiries regarding procedures and policies, and provides routine information to the public by mail or telephone

Posts information to agency records and modifies forms or records

Assembles, organizes, and tabulates data, and develops charts, graphs, and tables

Maintains and/or oversees the maintenance of files, materials, and supplies, and oversees the receiving, storing, and issuing of stock items

May open and distribute incoming mail and prepare mail-outs

May perform data entry and retrieval and arithmetic computations

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May receive, maintain accountability for, and forward payments to the appropriate agency staff

May screen applicants and assist in orienting employees; may conduct preliminary interviews

May administer employment tests

May arrange the scheduling, transfer, and display of surplus property

May make arrangements for or obtain bids for repairs and services

May inspect merchandise for quality and compliance with specifications

May train, oversee or supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three to Five (3-5) years of progressive experience in clerical work; Graduation from a standard senior high school or equivalent is generally preferred. Vocational training preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of business or program terminology, office procedures, spelling, punctuation, grammar, and arithmetic; of records administration and maintenance techniques and procedures; of warehousing procedures; and of state purchasing policies and procedures

Skill in using a personal computer and office equipment

MS Word and Excel

Ability to make arithmetic computations; to prepare and maintain detailed records, files, and reports; to transfer stock from one location to another; to maintain files, and to train or supervise the work of others

Supervisory skills preferred

Registration, Certification, or Licensure

May require a valid driver's license

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 27 2012
Human Resource

DEPARTMENT NAME/NUMBER: DA'S OFFICE- STATE SUPPL. 080-010

DATE: **06/27/2012**

CURRENT POSITION TITLE: N/A

~~CURRENT~~ SLOT. #:
T001 & T003

REQUESTED POSITION TITLE: CLERK I

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other **EXTENSION OF TEMP POSITION**

POSITION SALARY REQUEST:

2	**-0-**	**G1, S1/ $17,636.00**	$	**$35,272.00**
NO. OF POSITIONS	CURRENT GRADE & STEP/ SALARY/ ALLOWANCE	PROPOSED GRADE & STEP/ SALARY/ ALLOWANCE		NET CHANGE

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other **2-1281-412-00-080-010-2-XXX APPROPRIATION OF FUNDS**

POSITION TYPE:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐

$8.48
Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☒

$8.48 * 2080 hrs = $17,638.40
Hourly Rate * 2,080 hrs. per year = Annual Salary

$8.48 * (759hrs + 633 hrs) = *$11,804.16 (ACTUAL EXPENDITURE)*

TEMPORARY POSITIONS:

01/01/2012	**07/01/2011**	**Varies**	**varies**	**varies**
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	
Non-Exempt		Non-Exempt	X
N/A			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

NEEDED TO ASSIST IN THE OFFICE WITH CLERICAL DUTIES TO KEEP FULL TIME SUPPORT STAFF WORKING ON MORE ESSENTIAL DUTIES

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	06/27/2012 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	6.27.12 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

JUN 27 2012
Human Resource

DEPARTMENT NAME/NUMBER: DA'S OFFICE- STATE SUPPL. 080-010

DATE: **06/27/2012**

CURRENT POSITION TITLE: N/A

~~CURRENT~~ SLOT. #: T002

REQUESTED POSITION TITLE: CLERK I

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other **EXTENSION OF TEMP POSITION**

POSITION SALARY REQUEST:

1	**-0-**	**G1, S1/ $18,564.00**	$ **$18,564.00**
NO. OF POSITIONS	CURRENT GRADE & STEP/ SALARY/ ALLOWANCE	PROPOSED GRADE & STEP/ SALARY/ ALLOWANCE	NET CHANGE

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other **2-1281-412-00-080-010-2-XXX FUNDS IN PLACE**

POSITION TYPE:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☒

$9.00

Enter hourly rate for temp. positions

$9.00 * 2080 hrs = $18,720.00

Hourly Rate * 2,080 hrs. per year = Annual Salary

$9.00 * 657 hrs = *$5,913.00 (ACTUAL EXPENDITURE)*

TEMPORARY POSITIONS:

01/01/2012	**07/01/2011**	**varies**	**varies**	**varies**
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	☐
Non-Exempt	☐	Non-Exempt	X
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

NEEDED TO ASSIST IN THE OFFICE WITH CLERICAL DUTIES TO KEEP FULL TIME SUPPORT STAFF WORKING ON MORE ESSENTIAL DUTIES

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	[signature]	06/27/2012			
	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	Esther A. Paty /RA	6.27.12			
	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.					
	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 27 2012
Human Resources

DEPARTMENT NAME/NUMBER: DA'S OFFICE- DA BAD CHECKS 080-006

DATE: **06/27/2012**

CURRENT POSITION TITLE: N/A

~~CURRENT~~ SLOT. #: T011

REQUESTED POSITION TITLE: CLERK I

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other **EXTENSION OF TEMP POSITION**

POSITION SALARY REQUEST:

1	**-0-**	**G1, S0/ $20,800.00**	$	**$20,800.00**
NO. OF POSITIONS	CURRENT GRADE & STEP/ SALARY/ ALLOWANCE	PROPOSED GRADE & STEP/ SALARY/ ALLOWANCE		NET CHANGE

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other **2-1222-412-00-080-006-0-XXX DA BAD CHECK. APPROPRIATION OF FUNDS**

POSITION TYPE:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ **$10.00** Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☒ **$10.00 * 2080 hrs = $20,800.00**

Hourly Rate * 2,080 hrs. per year = Annual Salary

$10.00 *899hrs = $8,990.00 (ACTUAL EXPENDITURE)

TEMPORARY POSITIONS:

01/01/2012	**07/01/2011**	**varies**	**varies**	**varies**
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	
Non-Exempt		Non-Exempt	X
N/A			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

NEEDED TO ASSIST IN THE OFFICE WITH CLERICAL DUTIES TO KEEP FULL TIME SUPPORT STAFF WORKING ON MORE ESSENTIAL DUTIES

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	06/27/2012 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	Esther A. Cortez/ng HUMAN RESOURCES DIRECTOR	6.27.12 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 27 2012
Human Resources

DEPARTMENT NAME/NUMBER: DA'S OFFICE- DA BAD CHECKS 080-006

DATE: **06/27/2012**

CURRENT POSITION TITLE: N/A

~~CURRENT~~ SLOT. #: T020

REQUESTED POSITION TITLE: CLERK I

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other **EXTENSION OF TEMP POSITION**

POSITION SALARY REQUEST:

1	**-0-**	**G1, S1/ $18,564.00**	$ **$18,564.00**
NO. OF POSITIONS	CURRENT GRADE & STEP/ SALARY/ ALLOWANCE	PROPOSED GRADE & STEP/ SALARY/ ALLOWANCE	NET CHANGE

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other **2-1222-412-00-080-006-0-XXX DA BAD CHECK. APPROPRIATION OF FUNDS**

POSITION TYPE:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ **$8.93** Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☒ **$8.93 *2080 hrs = $18,574.00**

Hourly Rate * 2,080 hrs. per year = Annual Salary

$8.93 *832hrs = $7,430.00 (ACTUAL EXPENDITURE)

TEMPORARY POSITIONS:

01/01/2012	**07/01/2011**	**varies**	**varies**	**varies**
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	
Non-Exempt		Non-Exempt	X
N/A			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

NEEDED TO ASSIST IN THE OFFICE WITH CLERICAL DUTIES TO KEEP FULL TIME SUPPORT STAFF WORKING ON MORE ESSENTIAL DUTIES

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	06/27/2012 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	Esther A. Cortez Ing HUMAN RESOURCES DIRECTOR	6.27.12 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

CLERK I

GRADE: 01

GENERAL DESCRIPTION

Performs (entry-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, purchasing, or accounting; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents, and maintaining files; Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, records, and other related forms

Reviews completed forms for signatures and proper entries

Provides information to the public by mail or telephone

Receives shipments and supplies, inspects for damage, and checks for correct quantity and quality

Assembles, organizes, and tabulates data; may perform data entry and retrieval

Files and maintains forms, records, and reports

Opens and distributes incoming mail and prepares mail-outs

Delivers documents, supplies, or other items; takes deposits to the bank; and runs errands as appropriate

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May assist in conducting physical inventory

May receive and count cash

May make arrangements for repairs and services

May assemble and pack shipments, contact transportation companies to arrange for shipping, and assist in loading trucks

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Six (6) months of experience with clerical operations; Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of office procedures and of spelling, grammar, punctuation, and arithmetic

Skill in using personal computers and office equipment

Ability to prepare and maintain records, files, and reports

Registration, Certification, or Licensure

May require a valid driver's license

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

AI-33016 **County Clerk 9. A.**

CC REGULAR

Meeting Date: 07/03/2012

Submitted By: Nereida Garza, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

County Clerk- Record Archive (1100):

1.Approval to create the following temporary full time position not to exceed 6 months and or 12-31-2012.

Slot No.	Position Title	Grade
T015	Assistant Deputy County Clerk	3

2. Approval of transfer/appropriation.
3. Approval of revised salary schedule.

BACKGROUND

Attachments

Fiscal note

PAR form & Job Description for Temp. Assistant Deputy Clerk

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	06/28/2012 02:18 PM
Rosalinda Cantu	Rosie Cantu	06/29/2012 03:12 PM
Purchasing Department	Angela Garcia	06/29/2012 05:38 PM

Form Started By: Nereida Garza Started On: 06/27/2012 02:58 PM

Final Approval Date: 06/29/2012

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

Agenda Item: 33016

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Thursday, June 28, 2012

Summary of request/proposal:
County Clerk- Record Archive (1100):
Discussion, consideration and approval to extend the following temporary position.

				Current			Proposed			
Fund	Position Title	Slot#	Obj	G	S	Salary	G	S	Salary	Total Requested
1100	ASSISTANT DEP. CO. CLERK	T009	121	-	-	0.00	3	0	20,570.00	20,570.00
		TOTAL		-	-	0.00	-	-	20,570.00	20,570.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT)		AMOUNT
2- 1100-415-40-180-002-0-	121	CO CLERK - RECORD ARCHIVE	TEMP F/T EMPLOYEES	$10,324.41
2- 1100-415-40-180-002-0-	211	CO CLERK - RECORD ARCHIVE	HEALTH INSURANCE	$0.00
2- 1100-415-40-180-002-0-	212	CO CLERK - RECORD ARCHIVE	LIFE INSURANCE	$0.00
2- 1100-415-40-180-002-0-	220	CO CLERK - RECORD ARCHIVE	FICA	$789.82
2- 1100-415-40-180-002-0-	230	CO CLERK - RECORD ARCHIVE	RETIREMENT	$0.00
2- 1100-415-40-180-002-0-	250	CO CLERK - RECORD ARCHIVE	UNEMPLOY. COMP	$51.62
2- 1100-415-40-180-002-0-	260	CO CLERK - RECORD ARCHIVE	WORKER'S COMP	$0.00
			2012 BUDGETARY IMPACT:	$11,165.85

2013 Budgetary Impact: N/A

Possible Funding Sources: FUNDS ARE IN PLACE

Comments:

Hidalgo Co. Budget Office
2/3/2005

RECEIVED
JUN 27 2012
Human Resources

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Clerk's Office -180 **DATE:** 6/27/2012

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 002-T009

REQUESTED POSITION TITLE: Assistant Deputy County Clerk - Temporary
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 20,570.00 (Current Budgeted Salary) $ _____ (Proposed Budgeted Salary) $ _____ (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other County Clerk Archive 12-1100-415-40-180-002-0-121

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☑ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions
$ 9.8890 *2080=20,570.00
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

7/2/12	12/31/12	M-F/8-5	40 hrs	6 Months
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Required for multiple projects, which include scanning, back-scanning and inter-filing of official and court records.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	6/27/12 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther Cortez/mg HUMAN RESOURCES DIRECTOR	6.27.12 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

ASSISTANT DEPUTY COUNTY CLERK

GRADE: 03

GENERAL DESCRIPTION

Performs (entry-level) office work for the County Clerk's office. Work involves support tasks primarily involving customer service and support/clerical activities which may include: requests for information, entering data, answering telephones, filing and maintaining correspondence, files, reports, etc.

EXAMPLES OF WORK PERFORMED

Performs general clerical duties as required, including filing, indexing and recording, making copies, sorting stuffing and mailing documents

Enters information on office records to the computer and retrieves information to respond to inquiries

Type correspondence and other documents and materials using a typewriter and/or processing software

Assists the public in person or by telephone, convey messages, make telephone calls, faxes and distribute mail

Ability to work well with others

Regular attendance is a must

Performs related duties as required

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a standard senior high school or equivalent is generally preferred. Must have some general office experience or an equivalent combination of experience and training which provides the required knowledge, skills and abilities.

Bilingual is preferred

CERTIFICATES, LICENSES, REGISTRATION

Valid Texas Driver's License and current liability insurance

Must be bondable

Knowledge, Skills, and Abilities

Must have excellent verbal and written communication skills

Must be able to type 40 wpm

Ability to operate a computer, typewriter and other basic office equipment

Ability to accurately enter data

Ability to establish and maintain effective working relationship with co-workers, county employees, other outside organizations, and the general public

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the county

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment

- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

AI-32982 **District Clerk 10. A.**

CC REGULAR

Meeting Date: 07/03/2012

Submitted By: Ricardo Contreras, DISTRICT CLERK

Department: DISTRICT CLERK

Information

CAPTION

Discussion, consideration and approval of the reestablishment of the Local Data Advisory Board as required by HB 2730, Article 21.

BACKGROUND

Commissioners' Court previously approved the establishment of a Local Data Advisory Board on October 13, 2009 (see attached agenda item dated 10/13/2009). The Advisory Board since then has been dismantled since its primary function to assist in maintaining the county's disposition completeness was no longer necessary (this according to the Office of Court Administration).

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary impact at this time.

Attachments

AI17944_Approval of Local Data Advisory Board

HB2730_Article 21

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	06/25/2012 11:17 AM
Sylvia Solis	Sylvia Solis	06/28/2012 02:34 PM
Purchasing Department	Angela Garcia	06/29/2012 05:38 PM

Form Started By: Ricardo Contreras Started On: 06/25/2012 10:23 AM

Final Approval Date: 06/29/2012

2. Approval of budget amendment for the overtime agreement with the FBI for the amount of $16,903.25.

On motion of Commissioner Garza, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

20. Right of Way - Joe Pena: (Exhibit U)

A. AI-17908 Authorization for consideration action and/or approval to accept Foster Drive as per affidavits by property owners to be included in the County Wide Roadway System. (PCT 4)

On motion of Commissioner Garza, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

B. AI-17909 Authorization for consideration action and/or approval to accept Alyanna Street as per affidavits by property owners to be included in the County Wide Roadway System. (PCT 4)

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

C. AI-17977 Consideration and/or approval to purchase a 10.00 acre tract of land being the east 10 acres of Lot 6 R.B. Curry Survey No. 4 Hidalgo County, Texas in the amount of $138,848.00 (net) **for the San Carlos Drainage Improvement Project - Gonzalez Pond.**

On motion of Commissioner Garza, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

21. District Clerk - Laura Hinojosa: (Exhibit V)

A. AI-17944 Discussion, consideration and approval of the establishment of a local data advisory board to maintain the county's disposition completeness as required by HB 2730, Article 21.

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

At this time, the Court proceeded with item 15.A.

At this time, the Court took a short break.

22. Budget & Management - Raul Silguero Jr.: (Exhibit W)

A. AI-17980 Report and approval of emergency transfers from January thru September 2009.

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

AN ACT

relating to the continuation and functions of the Department of Public Safety of the State of Texas and the Texas Private Security Board; providing a penalty.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

ARTICLE 21. CRIMINAL HISTORY REPORTING

SECTION 21.001. Chapter 60, Code of Criminal Procedure, is amended by adding Article 60.10 to read as follows:

Art. 60.10. DATA REPORTING IMPROVEMENT PLAN. (a) In this article, "disposition completeness percentage" has the meaning assigned by Article 60.21(c).

(b) This article applies only to a county that has an average disposition completeness percentage, including both juvenile and adult dispositions, of less than 90 percent, as reflected in the first report the Department of Public Safety submits under Article 60.21(b)(2) on or after January 1, 2009.

(c) The commissioners court of a county described by Subsection (b) shall establish a local data advisory board as described by Article 60.09 not later than November 1, 2009. A local data advisory board established under this article may

include any person described by Article 60.09(b) and must include:

(1) the sheriff of the county, or the sheriff's designee;

(2) an attorney who represents the state in the district courts of the county;

(3) an attorney who represents the state in the county courts of the county;

(4) the clerk for the district courts of the county, or the clerk's designee;

(5) the clerk for the county courts of the county, or the clerk's designee;

(6) the police chief of the municipality with the greatest population located in the county, or the chief's designee;

(7) a representative of the county's automated data processing services, if the county performs those services; and

(8) a representative of an entity with whom the county contracts for automated data processing services, if the county contracts for those services.

(d) In addition to the duties described by Article 60.09(a), a local data advisory board established under this article must prepare a data reporting improvement plan. The data reporting improvement plan must:

(1) describe the manner in which the county intends to improve the county's disposition completeness percentage;

(2) ensure that the county takes the steps necessary for the county's average disposition completeness percentage to be equal to or greater than 90 percent in the first report the Department of Public Safety submits under Article 60.21(b)(2) on or after January 1, 2013; and

(3) include a comprehensive strategy by which the county will permanently maintain the county's disposition completeness percentage at or above 90 percent.

(e) Not later than June 1, 2010, a local data advisory board established under this article shall submit to the Department of Public Safety the data reporting improvement plan prepared for the county. On receipt of a data reporting improvement plan under this article, the department shall post the plan on the Internet website maintained by the department.

(f) The public safety director of the Department of Public Safety may adopt rules concerning the contents and form of a data reporting improvement plan prepared under this article.

(g) This article expires September 1, 2013.

AI-32920 **IT Department 12. A.**

CC REGULAR

Meeting Date: 07/03/2012

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Information Technology:
Authorization to change employee name and MDN through the County's membership/participation with CONTRACT: DIR-SDD-604 with awarded vendor VERIZON WIRELESS for the following:

Delete Name:	Delete Employee #:	Delete MDN:	Transfering to Employee:	Employee #:	MDN:
Estanislado Ramos	114502	956-587-2933	Office Use	N/A	ISSUE NEW NUMBER

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact. Only name change.

Attachments

Request Forms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	06/20/2012 02:27 PM
Erika Zamora	Erika Zamora	06/21/2012 10:26 AM
Purchasing Department	Angela Garcia	06/29/2012 05:38 PM

Form Started By: Griselda Salazar Started On: 06/20/2012 02:11 PM

Final Approval Date: 06/29/2012

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:

Stipend:
- ☐ Cellular Telephone $50/mo
- ☐ Data Pad $25/mo

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Stan Ramos Employee ID# 114502 Signature: [signature]

Department: I.T. Dept#: 1200

Quantity: 1 956-587-2933

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Service: $_____/mo (x) ____ months = _____ Account:_____-619/664

Requisition Total:_____ **Requisition Number:**_____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

41-3813

(2) Elected Official/Department Head Authorization for Request:

[signature] Renan Ramirez 6/20/12

Signature Print Name Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

[signature] Valde Guerra 6/20/12

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Name Change to 'Office Use'

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☒ Office Use *or* ☐ Individual	Data Card	☐ Cellular Telephone $50/mo
☒ Name Change	☒ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID# n/a Signature: n/a

Department: I.T. Dept#: 200

Quantity: 1

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Service: $_____/mo (x) ____ months = _____ Account: _____-619/664

Requisition Total: _____ **Requisition Number:** _____

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	Renan Ramirez	6/20/12
	Print Name	Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Vade Guerra	6/20/12
	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Will be issued new MDN.

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

AI-33023 **IT Department 12. B.**

CC REGULAR

Meeting Date: 07/03/2012

Submitted By: Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Information Technology (1100):
1. Approval to create the following temporary full-time positions, not to exceed 6 months and/or 12/31/2012:

Classification	Slot No.	Position Title	Budgeted Salary
Non-classified	T035	GIS Clerk	$18,720.00
Non-classified	T036	GIS Clerk	$18,720.00

2. Approval of interdepartmental transfer.
3. Approval to revised the salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Funds available as of 06/29/2012.

Attachments

GIS Clerk PAR
GIS job description
Fiscal Note
Interdept.
Revised salary schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	06/29/2012 08:03 AM
Purchasing Department	Angela Garcia	06/29/2012 05:38 PM

Form Started By: Sylvia Rios Started On: 06/27/2012 03:39 PM

Final Approval Date: 06/29/2012

RECEIVED

JUN 27 2012

Human Resources

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: INFORMATION TECHNOLOGY (200-001) **DATE:** 06/27/2012

CURRENT POSITION TITLE: N/A **CURRENT SLOT. #:**

REQUESTED POSITION TITLE: GIS CLERK
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 18,720.00/yr (9.00/hr.) x 2 (Proposed Budgeted Salary) $ 37,440.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other CO. WIDE ADM. - CONTINGENCY

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☑ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions
$ 9.00 X 2,080 = 18,720.00
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:
Per Renan on 06-27-12 mp

07-16-12	01-16-13	8:00 AM - 5:00 PM	40 HRS	NOT TO EXCEED 6 months
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

AS DIRECTED BY COMM. COURT. ADDITIONAL STAFF TO COMPLETE DATA ENTRY FOR CENSUS UNDERCOUNT PROJECT.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	6/27/12 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	Esther A. Cortez /spn HUMAN RESOURCES DIRECTOR	06.27.12 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

GIS CLERK

GENERAL DESCRIPTION
Performs entry level data entry work on geographical information systems and related software. A comprehensive understanding of maps and geographical data is a must as a majority of the work entails reading a map and interpreting the results. Also involves entering data and maintaining files into a database environment. Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs repetitive data entry and verification of data files.

Performs editing and maintenance of data files.

Transcribes source documents to machine acceptable formats.

Prepares formatting programs for simple applications and corrects entry errors May provide clerical

support.

Performs related work as assigned.

GENERAL QUALIFICATION GUIDELINES

Experience and Education
Experience in computers, data entry work; MS Access and MS Excel, GIS system experience; ESRI, ArcMap or Maptitude prefered. Understading maps and geographical information is a must. Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.
Knowledge, Skills, and Abilities

Knowledge of data entry equipment and of office practices and procedures Ability to

detect and resolve error conditions and to select and transcribe data Type 40 wpm

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.
While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time • operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities Effectively handle a work environment and conditions which involve:
- working closely with others
- working in a multitask environment Maintain effective audiovisual discrimination and perception needed for:

making observations
reading and writing • operating assigned equipment
communication with others
required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, July 03, 2012** **Agenda Item:** 33023

Summary of request/proposal:
INFORMATION TECHNOLOGY (1100):
Approval to create the following temporary full-time positions, not to exceed 6 months and/or 12/31/12:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	GIS CLERK	T035	121	0.00	18,720.00	18,720.00
1100	GIS CLERK	T036	121	0.00	18,720.00	18,720.00
				0.00	37,440.00	37,440.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2-1100-415-00-200-001-0-	121	INFORMATION TECH. -	TEMP F/T EMPLOYEES	$18,648.28
2-1100-415-00-200-001-0-	211	INFORMATION TECH. -	HEALTH INSURANCE	$0.00
2-1100-415-00-200-001-0-	212	INFORMATION TECH. -	LIFE INSURANCE	$0.00
2-1100-415-00-200-001-0-	220	INFORMATION TECH. -	FICA	$1,426.59
2-1100-415-00-200-001-0-	230	INFORMATION TECH. -	RETIREMENT	$0.00
2-1100-415-00-200-001-0-	250	INFORMATION TECH. -	UNEMPLOYMENT COMP	$93.24
2-1100-415-00-200-001-0-	260	INFORMATION TECH. -	WORKER'S COMP	$0.00
			2012 Budgetary Impact	$20,168.11

2013 Budgetary Impact: N/A

Possible Funding Sources: CO. WIDE ADM. - CONTINGENCY

Comments:

Hidalgo Co. Budget Office
2/3/2005

DATE: July 3, 2012

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2012
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Information Technology

ACCOUNT NUMBER: 2-1100-41X-00-115-0XX-0-XXX

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
2-1100-415-00-115-002-0-	899	CO WIDE ADM -	CONTINGENCY	(20,168.11)
TO				
2-1100-415-00-200-001-0-	121	INFORMATION TECHNOLOGY -	TEMP F/T EMPLOYEES	18,648.28
2-1100-415-00-200-001-0-	220	INFORMATION TECHNOLOGY -	FICA	1,426.59
2-1100-415-00-200-001-0-	250	INFORMATION TECHNOLOGY -	UNEMPLOYMENT COMP	93.24
		TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer to fund the salaries and related fringe benefit expenditures for the creation of two (2) temporary full-time GIS Clerk positions, slot no.'s T035 & T036.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-415-00-200-001-0

INFORMATION TECHNOLOGY

AI- 33023

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	CHIEF INFORMATION OFFICER				$92,412.00	$92,412.00	$720.00	$0.00	$0.00	$0.00	$0.00	$93,132.00
0002	113	INFORMATION SYSTEM ADM	18	3	$73,495.00	$73,495.00	$74,550.00	$840.00	$0.00	$0.00	$4,800.00	$0.00	$80,190.00
0003	113	TECHNICIAN VI	14	6	$59,322.00	$59,322.00	$60,140.00	$480.00	$0.00	$0.00	$2,400.00	$0.00	$63,020.00
0005	113	APPLICATION DEVELOPER III	14	4	$55,788.00	$55,788.00	$55,788.00	$420.00	$0.00	$0.00	$0.00	$0.00	$56,208.00
0006	113	APPLICATION DEVELOPER III	14	4	$55,788.00	$55,788.00	$55,788.00	$360.00	$0.00	$0.00	$0.00	$0.00	$56,148.00
0007	113	TECHNICIAN V	12	5	$49,344.00	$49,344.00	$49,344.00	$720.00	$0.00	$0.00	$3,600.00	$0.00	$53,664.00
0008	113	TECHNICIAN V	12	3	$46,314.00	$46,314.00	$46,314.00	$0.00	$0.00	$0.00	$0.00	$0.00	$46,314.00
0009	113	TECHNICIAN III	8	1	$31,815.00	$31,815.00	$31,815.00	$300.00	$0.00	$0.00	$0.00	$0.00	$32,115.00
0010	113	TECHNICAL SPECIALIST I	10	5	$42,305.00	$42,305.00	$42,305.00	$300.00	$0.00	$0.00	$0.00	$0.00	$42,605.00
0012	113	TECHNICIAN III	8	3	$34,043.00	$34,043.00	$34,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,500.00
0013	113	ADMINISTRATIVE ASSISTANT II	6	9	$34,916.00	$34,916.00	$34,916.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$36,176.00
0014	113	TECHNICAL SPECIALIST I	10	5	$42,305.00	$42,305.00	$42,305.00	$660.00	$0.00	$0.00	$0.00	$0.00	$42,965.00
0015	113	ADMINISTRATIVE ASSISTANT III	8	3	$34,043.00	$34,043.00	$34,043.00	$300.00	$0.00	$0.00	$0.00	$0.00	$34,343.00
0017	113	TECHNICIAN II	6	1	$27,276.00	$27,276.00	$27,276.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,276.00
0018	113	ADMINISTRATIVE ASSISTANT II	6	6	$32,051.00	$32,051.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0019	113	TECHNICIAN I	4	0	$22,216.00	$22,216.00	$22,216.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,216.00
0020	113	TECHNICIAN I	4	0	$22,216.00	$22,216.00	$22,216.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,216.00
0021	113	TECHNICIAN I	4	0	$22,216.00	$22,216.00	$22,216.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,216.00
0022	113	TECHNICAL SPECIALIST II	12	3	$46,314.00	$46,314.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0023	113	TECHNICAL SPECIALIST I	10	1	$37,109.00	$37,109.00	$37,109.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,109.00
0025	113	GIS OPERATOR IV	14	1	$50,487.00	$50,487.00	$50,614.00	$420.00	$0.00	$0.00	$0.00	$0.00	$51,034.00
0027	113	TECHNICIAN II	6	1	$27,276.00	$27,276.00	$27,276.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,276.00
0030	113	TECHNICIAN II	6	5	$31,096.00	$31,096.00	$31,096.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,096.00
0031	113	TECHNICAL SPECIALIST I	10	1	$37,109.00	$37,109.00	$37,109.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,109.00
0032	113	CJIS ADMINISTRATOR	17	1	$63,599.00	$63,599.00	$63,599.00	$0.00	$0.00	$0.00	$0.00	$0.00	$63,599.00
T035	**121**	**GIS CLERK**	**0**	**0**	**$0.00**	**$18,720.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
T036	**121**	**GIS CLERK**	**0**	**0**	**$0.00**	**$18,720.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
					$978,443.00	$1,108,295.00	$994,947.00	$6,780.00	$0.00	$0.00	$10,800.00	$0.00	$1,012,527.00

Approval to create the above highlighted temporary full-time positions, not to exceed 6 months and/or 12/31/2012

AI-32925 **HIDTA - Task Force 13. A.**

CC REGULAR

Meeting Date: 07/03/2012

Department Head: Rene Guerra, Criminal District Attorney **Submitted By:** Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

Requesting approval and authorization to transfer $50,000.00 from the Hidalgo County HIDTA Task Force U.S. Justice Fund (1254) to the Hidalgo County Criminal District Attorney's Office U.S. Justice Fund (1256)

BACKGROUND

Section VIII.A.1.l of the Guide to *Equitable Sharing for State and Local Law Enforcement*, permits transfer of shared funds to any compliant Program participant. All cash transfers must be used in accordance with the permissible use provisions of said *Guide*.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** See Below

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

BUDGETARY IMPACT:

Funds in the amount of $217,247.67 available in HIDTA US Justice Fund Balance, as of 06/29/2012. See attached balance sheet report.

Attachments

Balance Sheet Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	06/27/2012 04:45 PM
Sylvia Solis	Sylvia Solis	06/29/2012 03:24 PM
Purchasing Department	Angela Garcia	06/29/2012 05:38 PM

Form Started By: Nelda Olivarez Started On: 06/20/2012 03:06 PM

Final Approval Date: 06/29/2012

Hidalgo County

Balance Sheet Summary

Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1254 HIDTA FEDERAL SHARING-U.S. DEPT. OF JUSTICE				
2-1254-101-00-000-000-0-000 HIDTA US JUSTICE-CASH	2,599.68	-9,330.09	19,213.66	21,813.34
2-1254-103-00-000-000-0-000 HIDTA US JUSTICE-TIME DEPOSITS	.00	.00	.00	.00
2-1254-103-10-000-000-0-000 HIDTA US JUSTICE-TIME DEP/FLEXICASH	400,556.73	.00	-50,556.73	350,000.00
2-1254-115-20-000-000-0-000 HIDTA US TREASURY-A/R EMPLOY TRAVEL ADVA	.00	.00	.00	.00
2-1254-115-20-000-001-0-000 HIDTA US JUSTICE-A/R DORA L. MUNOZ	.00	1,000.00	1,000.00	1,000.00
2-1254-130-01-000-100-0-000 DUE FROM/TO GENERAL FUND	-112.39	.00	112.39	.00
2-1254-130-01-000-222-0-000 DUE FROM/TO DA BAD CK PROCESSING	.00	.00	.00	.00
2-1254-130-01-000-229-0-000 DUE FROM/TO SHRF FED SHARING	.00	.00	.00	.00
2-1254-130-01-000-251-0-000 DUE FROM/TO HIDTA CHAPTER 59	-140.00	.00	140.00	.00
2-1254-130-01-000-252-0-000 DUE FROM/TO HIDTA US TREASURY	.00	.00	.00	.00
2-1254-130-01-000-291-0-000 DUE FROM/TO HIDTA	-1,100.00	-1,067.82	1,100.00	.00
Total Assets	**401,804.02**	**-9,397.91**	**-28,990.68**	**372,813.34**

Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1254 HIDTA FEDERAL SHARING-U.S. DEPT. OF JUSTICE				
2-1254-202-00-000-000-0-000 HIDTA US JUSTICE-ACCOUNTS PAYABLE	2,644.65	.00	-2,644.65	.00
Total Liabilities	**2,644.65**	**.00**	**-2,644.65**	**.00**
2-1254-270-00-000-000-0-000 HIDTA US JUSTICE-BUDGETED FUND BALANCE	.00	.00	-181,911.70	-181,911.70
2-1254-253-00-000-000-0-000 HIDTA US JUSTICE-FUND BALANCE	399,159.37	.00	.00	399,159.37
Total Equity	**399,159.37**	**.00**	**-181,911.70**	**217,247.67**
2-1254-275-00-000-000-0-000 HIDTA US JUSTICE-ESTIMATED REVENUES	.00	.00	.00	.00
2-1254-276-00-000-000-0-000 HIDTA US JUSTICE-REVENUES	.00	.00	69.96	69.96
2-1254-271-00-000-000-0-000 HIDTA US JUSTICE-APPROPRIATIONS	.00	.00	181,911.70	181,911.70
2-1254-272-00-000-000-0-000 HIDTA US JUSTICE-EXPENDITURES	.00	-9,397.91	-26,415.99	-26,415.99
2-1254-273-00-000-000-0-000 HIDTA US JUSTICE-ENCUMBRANCE CONTROL	.00	-15,262.67	-54,027.76	-54,027.76
2-1254-274-00-000-000-0-000 HIDTA US JUSTICE-RESERVED FOR ENCUMBRANC	.00	15,262.67	54,027.76	54,027.76
Total Controls	**.00**	**-9,397.91**	**155,565.67**	**155,565.67**
Total Equity and Control	**399,159.37**	**-9,397.91**	**-26,346.03**	**372,813.34**
Total Liabilities and Equity	**401,804.02**	**-9,397.91**	**-28,990.68**	**372,813.34**

*Fund is in Balance .00

AI-32882 **Urban County 14. A.**

CC REGULAR

Meeting Date: 07/03/2012

Department Head: Candace Armenta **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program is requesting approval of a budget and program amendment for the City of Penitas, Urban County Program Years 15, 22 & 23 (2002, 2009 & 2010). The amendment will decrease the Water/Sewer and Street Improvements activities and add funding to the Parks, Recreational Facilities activity for improvements to the Veterans Memorial site located at the City of Penitas Memorial Park.

BACKGROUND

The proposed amendment for the City of Penitas will affect the existing work plans in Years 15, 22 & 23 (2002, 2009 & 2010). A Public Hearing was held on May 29th, 2012 at 6:00 p.m., and citizen participation requirements have been met. Please see attached detailed amendment. The proposed budget and program amendment will amend funds as follows for the purpose of adding funding and creating a new Parks, Recreational Facilities activity for improvements to the Veterans Memorial site which includes the purchase and installation of flagpoles, park benches, guard railings, landscaping, electrical, park equipment, a splash pad, and other appurtenances as needed for the Penitas Memorial Park, located in the City of Penitas:

Year 15 (2002)
Decrease Water/Sewer Improvement activity in the amount of $34,975.00
Create a new Parks, Recreational Facilities activity in the amount of $34,975.00

Year 22 (2009)
Decrease Street Improvements activity in the amount of $15,336.82
Create a new Parks, Recreational Facilities activity in the amount of $15,336.82

Year 23 (2010)
Decrease surplus Street Improvements activity in the amount of $85,000.00
Add funding to the existing Parks, Recreational Facilities activity in the amount of $85,000.00

Attachments

Public Notice Resolution Minutes, City of Penitas

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	06/19/2012 01:20 PM
Purchasing Department	Angela Garcia	06/29/2012 05:38 PM

Form Started By: Mary Flores Started On: 06/19/2012 11:06 AM

Final Approval Date: 06/29/2012

PUBLIC HEARING NOTICE
CITY OF PENITAS
URBAN COUNTY PROGRAM
BUDGET & PROGRAM AMENDMENT

PUBLISHED ON THURSDAY MAY 24TH 2012

In compliance with the Community Development Block Grant (CDBG) requirements, the City of Penitas will conduct a Public Hearing to solicit input from interested parties on the City's Proposed Budget and Program Amendment to its Urban County Program Years 15, 22, & 23 (2002, 2009, & 2010).

The Public Hearing will be held on **Tuesday May 29th 2012 at 6:00 p.m. at Penitas City Hall** located on 1117 South Main in Penitas, Texas 78576.

Following is the proposed Budget & Program Amendment for your consideration:

Existing Budget	Ucp Yr 15 (2002) Activities	Proposed Budget
$ 141,349.50	Water/Sewer Improvements (-$34,975.00)	$ 106,374.50
$ 0.00	Parks, Recreational Fac (+$34,975.00)	$ 34,975.00
$ 141,349.50	Total	$ 141,349.50

The Proposed Budget and Program Amendment will **decrease** the water/sewer improvements activity in the amount of $34,975.00 and **create a new** Parks, Recreational Facilities Activity in the amount of $34,975.00 to pay for improvements at the Veterans Memorial site which includes the purchase and installation of flagpoles, park benches, guard railings, landscaping, electrical, park equipment, a splash pad, and other appurtenancestas needed for the Penitas Veterans Memorial Park.

Existing Budget	Ucp Yr 22 (2009) Activities	Proposed Budget
$ 292,292.93	Street Improvements (-$15,336.82)	$ 276,956.11
$ 0.00	Parks, Recreational Fac (+$15,336.82)	$ 15,336.82
$ 292,292.93	Total	$ 292,292.93

The Street Improvements Project in yr 22 (2009) is complete and a surplus balance of $15,336.82 remains. The Proposed Budget and Program Amendment will **decrease** the Street Improvements Activity in the amount of $15,336.82 and **create a new** parks, Recreational Faciltiies Activity in the amount of $15,336.82 to pay for improvements at the Veterans Memorial site which includes the purchase and installation of flagpoles, park benches, guard railings, landscaping, electrical, park equipment, a splash pad, and other appurtenances as needed for the Penitas Veterans Memorial Park.

Existing Budget	Ucp Yr 23 (2010) Activities	Proposed Budget
$ 85,000.00	Street Improvements (-$85,000.00)	$ 0.00
$ 60,886.99	Parks, Recreational Fac (+$85,000.00)	$ 145,886.99
$ 145,886.99	Total	$ 145,886.99

The Street Improvements Project in yr 23 (2010) is complete and a surplus balance of $85,000.00 remains. This amendment will decrease the Street Improvements Activity in the amount of $85,000.00 And add funding to parks, recreational facilities activity in the amount of $85,000.00 To pay for improvements at the Veterans Memorial site which includes the purchase and installation of flagpoles, park benches, guard railings, landscaping, electrical, park equipment, a splash pad, and other appurtenances as needed for the Penitas Veterans Memorial Park.

Accommodations for individuals with handicaps shall be provided upon request.

Las presentaciones se haran en espanol para aquellas personas que asi lo deseen.

For more information, please come by our office or call (956) 581-3345.

City of Peñitas

Regular Called Meeting
Wednesday
June 6, 2012
6:00 p.m.

COPY

Sign-in Sheet

	Name	Address	Phone Number
1.	Marcia Flores		(956) 458-8398
2.	Jesus Avendaño		562-5961
3.	Roel Bermea		(956) 874-9767
4.	Oscar Cuellar Jr		240-1106
5.	Ernesto Conde		624-1206
6.	Venni Espinoza		583-5656
7.	Gustavo Ruiz Jr		(938) 797-3411
8.	Javier Loya		905-4485
9.	Ana Valdez		256-0634
10.	Jose A Gonzalez		437-2629
11.			383-5654
12.	Jaime Pedilla Jr		570-6248
13.			207-7071
14.	Mac Cavazos		784-1786
15.			
16.			
17.			
18.			
19.			
20.			

RESOLUTION NO. 2012-019

WHEREAS, the City of Peñitas is a legally incorporated Home Rule city under the State of Texas Constitution, and

WHEREAS, the City of Peñitas is eligible for and participates in the Hidalgo County Urban County Program, and

WHEREAS, the City of Peñitas may from time to time as needed submit work plan and budget amendments, and

WHEREAS, the City of Peñitas has a need to submit a budget amendment and has advertised and held a public hearing in reference to the proposed amendment .

NOW, THEREFORE BE IT RESLOLVED BY THE BOARD OF ALDERMAN OF THE CITY OF PEÑITAS, TEXAS THAT:

THE FOLLOWING IS THE BUDGET & PROGRAM AMENDMENT:

EXISTING BUDGET	UCP YR 15 (2002) ACTIVITIES	PROPOSED BUDGET
$ 141,349.50	WATER/SEWER IMPROVEMENTS (-$34,975.00)	$ 106,374.50
$ 0.00	PARKS, RECREATIONAL FAC (+$34,975.00)	$ 34,975.00
$ 141,349.50	TOTAL	$ 141,349.50

THE PROPOSED BUDGET AND PROGRAM AMENDMENT WILL **DECREASE** THE WATER/SEWERIMPROVEMENTS ACTIVITY IN THE AMOUNT OF $34,975.00 AND **CREATE A NEW** PARKS, RECREATIONAL FACILITIES ACTIVITY IN THE AMOUNT OF $34,975.00 TO PAY FOR IMPROVEMENTS AT THE VETERANS MEMORIAL SITE WHICH INCLUDES THE PURCHASE AND INSTALLATION OF FLAGPOLES, PARK BENCHES, GUARD RAILINGS, LANDSCAPING, ELECTRICAL, PARK EQUIPMENT, A SPLASH PAD, AND OTHER APPURTENANCES AS NEEDED FOR THE PENITAS VETERANS MEMORIAL PARK.

EXISTING BUDGET	UCP YR 22 (2009) ACTIVITIES	PROPOSED BUDGET
$ 292,292.93	STREET IMPROVEMENTS (-$15,336.82)	$ 276,956.11
$ 0.00	PARKS, RECREATIONAL FAC (+$15,336.82)	$ 15,336.82
$ 292,292.93	TOTAL	$ 292,292.93

THE STREET IMPROVEMENTS PROJECT IN YR 22 (2009) IS COMPLETE AND A SURPLUS BALANCE OF $15,336.82 REMAINS. THE PROPOSED BUDGET AND PROGRAM AMENDMENT WILL **DECREASE** THE STREET IMPROVEMENTS ACTIVITY IN THE AMOUNT OF $15,336.82 AND **CREATE A NEW** PARKS, RECREATIONAL FACILTIIES ACTIVITY IN THE AMOUNT OF $15,336.82 TO PAY FOR IMPROVEMENTS AT THE VETERANS MEMORIAL SITE WHICH INCLUDES THE PURCHASE AND INSTALLATION OF FLAGPOLES, PARK BENCHES, GUARD RAILINGS, LANDSCAPING, ELECTRICAL, PARK EQUIPMENT, A SPLASH PAD, AND OTHER APPURTENANCES AS NEEDED FOR THE PENITAS VETERANS MEMORIAL PARK.

Received
MAY 15 2012
Urban County Program
By:

EXISTING BUDGET	UCP YR 23 (2010) ACTIVITIES	PROPOSED BUDGET
$ 85,000.00	STREET IMPROVEMENTS (-$85,000.00)	$ 0.00
$ 60,886.99	PARKS, RECREATIONAL FAC (+$85,000.00)	$ 145,886.99
$ 145,886.99	TOTAL	$ 145,886.99

THE STREET IMPROVEMENTS PROJECT IN YR 23 (2010) IS COMPLETE AND A SURPLUS BALANCE OF $85,000.00 REMAINS. THIS AMENDMENT WILL **DECREASE** THE STREET IMPROVEMENTS ACTIVITY IN THE AMOUNT OF $85,000.00 AND **ADD** FUNDING TO PARKS, RECREATIONAL FACILITIES ACTIVITY IN THE AMOUNT OF $85,000.00 TO PAY FOR IMPROVEMENTS AT THE VETERANS MEMORIAL SITE WHICH INCLUDES THE PURCHASE AND INSTALLATION OF FLAGPOLES, PARK BENCHES, GUARD RAILINGS, LANDSCAPING, ELECTRICAL, PARK EQUIPMENT, A SPLASH PAD, AND OTHER APPURTENANCES AS NEEDED FOR THE PENITAS VETERANS MEMORIAL PARK.

READ, CONSIDERED, APPROVED, SIGNED AND EFFECTIVE on this the 6th day of June, 2012 at a Regular Called Meeting of the Board of Commissioners of the City of Peñitas, Texas at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041.

CITY OF PEÑITAS

BY: _____
HON. MAYOR MARCOS OCHOA

ATTEST: _____
ANA CANTU, CITY SECRETARY

City of Peñitas
Regular Called Meeting
Wednesday
June 6, 2012
6:00 p.m.

DRAFT

Minutes

1. **Open meeting and determination of quorum**
   Mayor Marcos Ochoa opened meeting at 6:00pm. Members present were: Commissioner Jesus Avendano, Commissioner Antonio Flores Jr., and Commissioner Patricia Cardenas. Also present were: City Manager Noe Cavazos, City Attorney Ricardo Gonzalez, and clerk Ana Valdez. Mayor Pro-Tem Jose Gonzalez and Commissioner Tomas Cedillo Jr. arrived shortly after. City Secretary Ana Cantu (out on training).
2. **Pledge of allegiance/invocation**
   Commissioner Jesus Avendano led pledge of allegiance/invocation.
3. **Certification of posting**
   Clerk Ana Valdez certified that the agenda was posted 72 hours prior to meeting.
4. **Citizen's Input and/or other discussions**
   None
5. **Approval of Minutes for the Month of May 2012**
   Commissioner Patricia A. Cardenas made motion to approve minutes for the Month of May 2012. Motion was second by Mayor Pro-Tem Jose Gonzalez. Motion carried.
6. **City Engineer's Report**
   A) Gustavo Rea, representative of JF Fontaine and Associates reported on the Waste Water Sewer Plant Project and gave updates.
   B) No one was present from Saul Maldonado's office, but City Manager Noe Cavazos reported that they are waiting for the environmental study from the state.
7. **Public Library Report**
   Library Director, Yenni Espinoza gave updates on the Library and on the upcoming events for the month of June 2012.
8. **Police Department Report**
   Chief of Police Roel Bermea reported on Police Reports for the Month of May 2012.
9. **Municipal Court Report**
   Court Clerk Ana Valdez reported on warrants served/ citations issued/ citations paid/ finances for the month of May 2012.
10. **Permits Department Report**
    Esmeralda Medina, Permits Clerk, reported on the permits issued for May 2012.
11. **Financial Report**
    Chief Financial Officer Oscar Cuellar gave updates on the finances for the month of May 2012.
12. **Approval of Bills**
    Commissioner Tomas Cedillo made motion to approve bills for the month of May 2012. Motion second by Mayor Pro-Tem Jose Gonzalez. Motion carried.
13. **Discussion, Consideration and Action**
    A) Motion was made by Commissioner Tomas Cedillo Jr to approve Resolution 2012-018 RE: Designating Marcos Ochoa as authorized official and

guaranteeing funds. Motion was second by Commissioner Jesus Avendano. Motion carried.

B) Motion was made by Commissioner Patricia A. Cardenas to approve Resolution 2012-19 RE: Budget & Program Amendment. Motion was second by Mayor Pro-Tem Jose Gonzalez. Motion carried.
C) Motion was made by Mayor Pro-Tem Jose Gonzalez to approve Resolution 201-020 RE: Removal and appointment of TIRZ member. Motion was second by Commissioner Tomas Cedillo Jr. Motion carried.
D) Motion was made by Mayor Pro-Tem Jose Gonzalez to approve JF Fontaine Invoice for $4,987.01 for the Month of May. Motion was second by Commissioner Tomas Cedillo Jr. Motion carried.
E) Motion was made by Mayor Pro-Tem Jose Gonzalez to approve MF Site Invoice for $48,917.97 for the Month of May. Motion was second by Commissioner Tomas Cedillo Jr. Motion carried.
F) Motion was made by Mayor Pro-Tem Jose Gonzalez to authorize City Manager and City Engineer to negotiate contract with contractor for House Service Connections. Motion was second by Commissioner Jesus Avendano. Motion carried.

14. Adjournment

Motion was made by Mayor Pro-Tem Jose Gonzalez to adjourn meeting at 6:42 p.m. Motion second by Commissioner Tomas Cedillo Jr. Motion carried.

ATTEST:

Ana Cantu, City Secretary

Mayor Marcos Ochoa

Minutes transcribed by Clerk Ana Valdez

10 % RETAINAGE INSPECTION REPORT

CASE:	ED # 20-11-01
OWNER (S):	ESTANISLADO & DOMINGA VETNURA
ADDRESS:	700 E. LOPEZ ST., P.O. BOX 370, EDCOUCH, TX 78538
CONTRACTOR:	RENE GARZA, D/B/A G& G CONTRACTORS
ADDRESS:	5125 S. 281, STE. 3, EDINBURG, TX 78539

On _____ a 100% construction inspection was performed at the property listed above. Work has now been completed 30 days from the Final Inspection Report that was in accordance with the work write-up, plans and specifications. Therefore, disbursement of 10% retainage of Contract Payment is hereby recommended.

BY: _____

TITLE: _____

DATE: _____

AI-32931 **Urban County 14. B.**

CC REGULAR

Meeting Date: 07/03/2012

Department Head: Ester G. Garcia **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program for Precinct No. 3 is requesting consideration and action to award and enter into a construction contract with 2GS, LLC, being the lowest bidder meeting all specifications and/or requirements, for the Texas Department of Agriculture Colonia Economic Distress Area Program (CEDAP Contract No. 711195) Rehabilitation: Single-Unit Sewer Service Project: Village of Los Ebanos, Cuevitas, Rancho Subd. and Valle Vista Subdivision, in the amount of $278,750.00. The project involves first-time sewer service connection to 223 low-to-moderate income households in the Los Ebanos, Cuevitas, Rancho Subdivision, and Valle Vista Subdivision colonia areas. Construction shall include the installation of 223 service yard lines, tap fees and decommission of existing septic tanks.

BACKGROUND

Approved as to form by Legal Counsel on 05/11/2012

Bids were requested and received for Pct. No. 3 – CEDAP 711195 Rehabilitation: Single-Unit Sewer Service Project: Village of Los Ebanos, Cuevitas, Rancho Subd., and Valle Vista Subdivision. Javier Hinojosa Engineering prepared the specification packages. Bids were received and opened at the Hidalgo County – Purchasing Dept. on June 6, 2012. After review, the project engineer recommended 2GS, LLC as the lowest of three (3) bidders. Please see attached engineers recommendation letter and a copy of bid tabulations.

Contractor: 2GS, LLC
Contract amount: $278,750.00
Funds available: $446,000.00

Attachments

Bid Tabulation Sheet Commissioner's Letter Pct. 3

ins

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	06/21/2012 08:06 AM
Purchasing Department	Angela Garcia	06/29/2012 05:38 PM

Form Started By: Mary Flores Started On: 06/20/2012 04:08 PM

Final Approval Date: 06/29/2012

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: June 06, 2012	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID:"Pct 3 Texas Department of Agriculture Colonia Economic Distress Area Program (CEDAP#71195) Rehabilitation: Single Unit Service Project: Village of Los Ebanos, Cuevitas, Rancho Subdivision and Valle Vista Subdivision"

BID NO: 6538-66-6591-5000-6600-UCP-EGG **PROCUREMENT SPECIALIST:**

Addendum #1 Required

RFB NO.	Name of Company	Addendum #1	Total Price	Bid Bond/ Cashier's Check Included
1.	Asago Construction	Acknowledged	$328,699.77	Bid Bond Included
2.	2GS, LLC	Acknowledged	$278,750.00	Bid Bond Included
3.	The 5125 Company	Acknowledged	$423,700.00	Bid Bond Included
4.	Garza Plumbing, Inc.	Acknowledged	$289,900.00	Bid Bond Included
5.				
6.				
7.				
8.				

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED.**

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588 • Fax: (956) 994-8102
javhin@rgv.rr.com
TBPE FIRM NO. F-1295

June 14, 2012

Commissioner Joe M. Flores
Hidalgo County Precinct No. 3
724 N. Breyfogle
Mission, Texas 78572

Re: Hidalgo County Urban County Program, Hidalgo County Precinct No. 3 & Texas Department of Agriculture Colonia Economic Distress Area Program (CEDAP#711195) Rehabilitation: Single-Unit Sewer Service Project: Village of Los Ebanos, Cuevitas, Rancho Subd. and Valle Vista Subdivision Bid # 6538-66-6591-5000-6600-UCP-PDLC

Dear Commissioner Flores,

Bids were received and opened for the subject project on June 6, 2012. A total of four bids were received with 2GS, LLC being the low bidder with a total base bid of $278,750.00. Attached is a copy of the bid tabulation for your review. This project involves 223 sanitary sewer connections within Village of Los Ebanos, Cuevitas, Rancho Subdivision and Valle Vista Subdivision in the Sullivan City area. The work will involve yard lines connecting the homes to the recently installed sanitary sewer lines. In addition, the existing septic tanks will be decommissioned. We recommend award of the contract to 2GS, LLC in the amount of $278,750.00.

If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Ms. Ester Gonzalez, Urban County Program, Program Coordinator I

Received
JUN 14 2012
Urban County Program
By:

BID TABULATION SHEET
Hidalgo County Urban County Program, Hidalgo County Precinct No. 3
& Texas Department of Agriculture Colonia Economic Distress Area Program
(CEDAP#711195) Rehabilitation: Single-Unit Sewer Service Project:
Village of Los Ebanos, Cuevitas, Rancho Subd. and Valle Vista Subdivision
Bid # 6538-66-6591-5000-6600-UCP-PDLC
Bid Date: June 6, 2012 @ 9:30 a.m.

Bidder	Total Base Bid	Bid Bond
1. 2GS, LLC	$278,750.00	Yes
2. Garza Plumbing, Inc.	$289,900.00	Yes
3. Asago Construction	$328,699.77	Yes
4. The 5125 Company	$423,700.00	Yes

Bid Tabulation Sheet
Hidalgo County Urban County Program, Hidalgo County Precinct No. 3 &
Texas Department of Agriculture Colonia Economic Distress Area Program (CEDAP#711195)
Rehabilitation: Single-Unit Sewer Service Project: Village of Los Ebanos, Cuevitas, Rancho Subd and Valle Vista Subdivision
Bid No. 6538-66-6591-5000-6600-UCP-PDLC
Engineer: Javier Hinojosa Engineering
Bid Date: June 6, 2012 @ 9:30 a.m.

A. Water Distribution	QUANTITIES		2GS, LLC		Garza Plumbing, Inc.		Asago Construction		The 5125 Company	
1. Clean Out Installation and Plumbing inside the property for sewer connection	223	EA	$1,000.00	$223,000.00	$900.00	$200,700.00	$1,273.99	$284,099.77	$1,700.00	$379,100.00
2. Final Sewer Connection and Decommission of Septic Tank	223	EA	$250.00	$55,750.00	$400.00	$89,200.00	$200.00	$44,600.00	$200.00	$44,600.00
Total Base Bid (Item A)				**$278,750.00**		**$289,900.00**		**$328,699.77**		**$423,700.00**

THE COUNTY OF HIDALGO TEXAS

Joe M. Flores
County Commissioner Pct. No. 3

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

June 19, 2012

Diana Serna, Director
Urban County Program
c/o Esther Gonzalez, Program Coordinator
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: 2011Colonia Economically Distress Area Program Grant #711195

Dear Ms. Serna:

I have reviewed the bids received for the above-mentioned project; please proceed with submitting the Engineer's recommendation on the next Commissioner's Court agenda for approval.

Thank you and should you require additional information, please do not hesitate to call my office at (956)585-4509.

Sincerely,

Joe M. Flores, Commissioner
Hidalgo County Precinct #3

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

CONSTRUCTION CONTRACT

This Agreement entered into this **3rd day of July, 2012** by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** hereinafter called the "OWNER", acting herein through its **COUNTY JUDGE** and **2GS, LLC** (a corporation) of **Peñitas,** 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:

PROJECT NAME:	**Texas Department of Agriculture Colonia Economic Distress Area Program (CEDAP Contract No. 711195)**
PROJECT No.:	**6538-66-6591-5000-6600-UCP-EGG**
PROJECT DESCRIPTION:	**CEDAP Rehabilitation: Single-Unit Sewer Service Project: Village of Los Ebanos, Cuevitas, Rancho Subdivision and Valle Vista Subdivision**

heinafter called the project, for the sum of **($278,750.00) – Two hundred seventy-eight thousand seven hundred fifty dollars and 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 **Javier Hinojosa Engineering** 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 **120** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($300.00) Three hundred dollars and zero cents** 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.

_____
Pedro Saenz, President

Name of Firm: 2GS, LLC

Address: P.O. BOX 595
Peñitas, Texas 78576

Federal I.D./S.S.: 45-4338911

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) (an individual)

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna
Urban County Director

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: _____
Stephen L. Crain
Date: _____

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT HUD-4238

SUPPLEMENTAL GENERAL CONDITIONS

1. Enumeration of Plans, Specifications and Addenda
2. Stated Allowances
3. Special Hazards
4. Public Liability and Property Damage Insurance
5. Photographs of Project
6. Schedule of Minimum Hourly Wage Rates
7. Builder's Risk Insurance
8. Special Equal Opportunity Provisions
9. Certification of Compliance with Air and Water Acts
10. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention

1. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA

Following are the Plans, Specifications and Addenda which form a part of this contract, as set forth in Paragraph 1 of the General Conditions, "Contract and Contract Documents":

DRAWINGS

General Construction: **Texas Department of Agriculture Colonia Economic Distress Area Program (CEDAP Contract No. 711195)**
CEDAP Rehabilitation: Single-Unit Sewer Service Project: Village of Los Ebanos, Cuevitas, Rancho Subdivision and Valle Vista Subdivision – Sheet Nos. 1 – 7 as prepared by Javier Hinojosa Engineering.

Heating and Ventilating: **N/A**

Plumbing: **N/A**

Electrical: **N/A**

SPECIFICATIONS:

General Construction:

01504	Temporary Facilities and Controls
02221	Trench Excavation, Backfill and Compaction
02571	Sanitary and Storm Sewers
19000	Trench Protection System

Heating and Ventilating: **N/A**

Plumbing: **N/A**

Electrical: **N/A**

ADDENDA:

No._____ Date _____ No._____ Date

No._____ Date _____ No._____ Date

2. STATED ALLOWANCES

Pursuant to paragraph 36 of the General Conditions, the contractor shall include the following cash allowances in his proposal: **N/A**

(a) For _____ (Page_____ of Specifications $_____
(b) For _____ (Page_____ of Specifications $_____
(c) For _____ (Page_____ of Specifications $_____
(d) For _____ (Page_____ of Specifications $_____
(e) For _____ (Page_____ of Specifications $_____
(f) For _____ (Page_____ of Specifications $_____

3. SPECIAL HAZARDS

The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards.

4. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY, AND PROPERTY DAMAGE INSURANCE

As required under paragraph 28 of the General Conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less that $500,000.00 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than $500,000.00 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than $500,000.00.

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or (2)) insure the activities of his subcontractors in his own policy.

5. PHOTOGRAPHS OF PROJECT

As provided in paragraph 50 of the General conditions, the Contractor will furnish photographs in the number, type, and stage as enumerated below:

6. SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS AND MINIMUM HOURLY WAGE RATES AS REQUIRED UNDER PARAGRAPH 52 OF THE GENERAL CONDITIONS

Given on Pages _____, _____ and _____.

7. BUILDER'S RISK INSURANCE

As provided in the General Conditions, paragraph 28(e), the Contractor will/will not* maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Owner, the Contractor, and all subcontractors, as their interests may appear.

***Strike out one.**

8. SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts under $10,000)

During the performance of this contract, the contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor 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 be limited to, the following: 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.

(2) The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) Contractors shall incorporate foregoing requirement in all subcontracts.

B. *Contracts Subject to Executive Order 11246, as Amended*

(Applicable to Farewell assisted construction contracts and related subcontracts exceeding $10,000)

During the performance of this contract, the contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants 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 be limited to, the following: 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination

clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers within which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulation and relevant order of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract, or which any of such rules, regulation, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase orders as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the

event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

8. *Home town or Imposed Plans*

In areas where a home town plan or imposed plan is operative, the Community Development Block Grant Recipient must contact the appropriate HUD Equal Opportunity Office for specific instructions.

9. *CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS*

(Applicable to Federally assisted construction contracts and related subcontract exceeding $100,000)

Compliance with Air and Water Acts

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USE 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USE 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following.

(1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USE 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USE 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

(4) Agreement by the Contractor that he will include, or cause to be included,

the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

10. SPECIAL CONDITIONS PERTAINING TO HAZARDS SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead-Based Paint Hazards

(Applicable to contracts for construction or rehabilitation of residential structured)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. the Contractor and Subcontractor shall comply with the provisions for the elimination of lead-base paint hazards under sub-part B of said regulations. the Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

B. Use of Explosive (Modify as Required)

When the use of explosive is necessary for the prosecution of the work, the Contractor shall observe all local, state and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other undergoing structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property. Any supervision or direction of use of explosive by the Engineer, does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals and Safety Devices (Modify as Required)

The contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under those specifications or contract.

D. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor agrees to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USE 170(u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder.

(2) The "Section 3 clause" set forth in 24 CFR 135.20(b) shall form part of this contract, as set forth in Paragraph 1 of the General Conditions, "Contract and Contract Documents".

(3) Contractors shall incorporate the "Section 3 clause" shown below and the foregoing requirements in all subcontracts.

Client#: 14126 2GSLLC

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/21/2012

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	CONTACT NAME:	
Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	PHONE (A/C, No, Ext): 956 682-9423	FAX (A/C, No): 956 687-1286
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
2GS, LLC P O Box 595 Penitas, TX 78576	INSURER A : Colony Insurance Company	39993
	INSURER B : Texas Mutual Insurance Company	22945
	INSURER C : Sentinel Insurance Company	
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC			GL900945	02/21/2012	02/21/2013	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
C	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			65UECNG9319	02/21/2012	02/21/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			TSF0001234244	02/21/2012	02/21/2013	WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

General Liability Policy contains U649A-0510 Contractors PAC endorsement

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

Brian E Lewis

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BDELA

AI-32919 **Urban County 14. C.**

CC REGULAR

Meeting Date: 07/03/2012

Department Head: Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the City of Edcouch and Precinct No. 1 is requesting consideration and action to award and enter into a construction contract with Metro Electric, Inc. for the 2009 water treatment plant improvements "electrical upgrade" located in the City of Edcouch. Contract amount of $175,110.00 utilizing UCP City of Edcouch Yr's 21, 22 & 23 (2009) water/sewer improvements, Precinct No. 1 Yr's 19, 20 & 22 (2006, 2007 & 2009) water/sewer improvements and City of Edcouch general funds.

BACKGROUND

Approved as to form by Legal Counsel on 05/11/2012

The City of Edcouch and Precinct No. 1 has requested and received bids for the street and drainage improvements project. Guzman & Muñoz Engineering and Surveying, Inc., prepared specification packages and bids were received and opened at the Hidalgo County – Purchasing Department on February 29, 2012. After review the project engineer recommended Metro Electric, Inc. as the lowest of two (2) qualified bidders. (See attached recommendation letter from Guzman & Muñoz Engineering and Surveying, Inc. and copy of bid tabulations.)

Contractor:	Metro Electric, Inc.
Contract Amount:	$175,110.00
Funds Available:	$ 94,380.08 Yr's 21, 22 & 23 (2008, 2009 & 2010) Edcouch – water/sewer imp.
	$ 54,729.32 Yr's 19, 20 & 22 (2006, 2007 & 2008) Pct. 1 water/sewer imp.
	$ 26,000.83 City of Edcouch General Funds
Total:	$175,110.23

Attachments

Bid Tabulation Construction Contract ,General Conditions

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	06/20/2012 03:03 PM
Purchasing Department	Angela Garcia	06/29/2012 05:38 PM

Form Started By: Mary Flores Started On: 06/20/2012 01:58 PM

Final Approval Date: 06/29/2012

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: March 28, 2012 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID:"City of Edcouch-2009 Water Treatment Plant Improvements-Electrical Upgrade"

BID NO: 5009-91-0310-5000-9100-UCP-6V6 | **PROCUREMENT SPECIALIST:**

RFB NO.	Name of Company	Alternate Bid	Total Price	Addendum #1	Bid Bond/ Cashier's Check Included
1.	Metro Electric, Inc.	$9,662.00	$175,110.00	Acknowledged	Bid Bond Included
2.	R. M. Walsdorf, Inc.	$10,500.00	$235,000.00	Acknowledged	Bid Bond Included
3.					
4.					
5.					
6.					
7.					
8.					
9.					

*TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED.

GM
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

April 18, 2012

Commissioner Joel Quintanilla
County of Hidalgo, Precinct # 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

RE: Precinct No. 1 – Edcouch 2009 Water Treatment Plant (Electrical Upgrade) 2nd Rebid
Engineer's recommendation on bids received

Commissioner Quintanilla:

On March 28, 2012, the County received and opened two bids for the above referenced project from Metro Electric, Inc. and R.M. Walsdoft, Inc. The low bidder was Metro Electric with a base bid of $175,110.00 and the second base bid was for $235,000.00.

Guzman & Munoz Engineering and Surveying Inc. (GMES) as project engineers have conferred with the Urban County coordinator, Ms. Monica Leal and the City of Edcouch on finding a solution for awarding this project. As per Urban County there is $149,109.00 available in the budget for this project. The City of Edcouch has taken action in its City Council meeting on April 17, 2012 to fund the difference with City funds in order to award this project. ***We are recommending that the Precinct award this project to the low bidder, Metro Electric Inc. in the base bid amount of $175,110.00, once the City submits the required assurances to Urban County that they will cover the monies over the existing budget.***

Should you have any questions or concerns please feel free to contact our office at (956) 565-4637.

Respectfully Submitted,

Jose L. Muñoz, P.E., S.I.T.
Principal

JLM/oml

GM GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC

BID TABULATION FOR
CITY OF EDCOUCH-2009 WATER TREATEMENT PLANT IMPROVEMENTS-ELECTRICAL UPGRADE

	ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
					BIDDER #1		BIDDER #2	
					Metro Electric, Inc.		RM Walsdoft, Inc.	
	Water Treatment Plant							
	1	Furnish and install all Sand backfill, Conduit Spacers, wiring; wiring supports inside each Manhole, 3' Red Concrete Cap, and Conduit for UDG Conduits include all required Above groud Conduits, supports, J-boxes, hardware, and related incidentals to power existing pland load fo rthe lump sum price of	1	L.S.	$ 155,486.00	$ 155,486.00	$ 212,500.00	$ 212,500.00
	2	Furnish and Install all Labor; Material including: pea gravel bed, ground water extraction during construction, new Manhole and lid; and all othter incidentals necessary for the installation of Manhole #2 "MH2" for the lump sum price of	1	L.S.	$ 9,551.00	$ 9,551.00	$ 10,000.00	$ 10,000.00
	3	Furnish and install all Concrete, Framework with labor and materials, Labor for cleaning of existin g manhole and sealing of abandoned ductbanks penetrations with grout and tying in of proposed UDG conduits into all manholes; include all required hardware, grout, concrete, and related Incidentals for the lump sum price of	1	L.S.	$ 10,073.00	$ 10,073.00	$ 12,500.00	$ 12,500.00
	Total Base Bid				$	175,110.00	$	235,000.00
Amendment No. 1	1	Furnish and Install all Labor; Material including: pea gravel bed, ground water extraction during construction, new Manhole and lid; and all othter incidentals necessary for the installation of Manhole #1 " for the lump sum price of	1	L.S.	$ 9,662.00	$ 9,662.00	$ 10,500.00	$ 10,500.00
	Total Base Bid Price w/ Alternative				$	184,772.00	$	246,500.00

CONSTRUCTION CONTRACT

This Agreement entered into this **3rd day of July, 2012** by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** hereinafter called the "OWNER", acting herein through its **COUNTY JUDGE** and **Metro Electric, Inc.** (an individual) of **McAllen,** 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:

PROJECT NAME: **City of Edcouch-2009 Water Treatment Plant Improvements-Electrical Upgrade"**

PROJECT No.: **5009-91-0311-5000-9100-UCP-ML**
PROJECT DESCRIPTION: **Improvements to the water treatment plant "electrical upgrade"**

hereinafter called the project, for the sum of **($175,110.00) – One hundred seventy five thousand one hundred ten dollars and 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) two hundred dollars and zero cents** 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.

Michael A. Gerdes, Vice President

Name of Firm: Metro Electric, Inc.

Address: 1901 Industrial Dr.
McAllen, TX 78504

Federal I.D./S.S.: 74-1732655

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) (an individual)

Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

Diana R. Serna
Urban County Director

APPROVED AS TO FORM
Atlas & Hall L.L.P.
By: Steve Crain on May 11, 2012

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT HUD-4238

SUPPLEMENTAL GENERAL CONDITIONS

1. Enumeration of Plans, Specifications and Addenda
2. Stated Allowances
3. Special Hazards
4. Public Liability and Property Damage Insurance
5. Photographs of Project
6. Schedule of Minimum Hourly Wage Rates
7. Builder's Risk Insurance
8. Special Equal Opportunity Provisions
9. Certification of Compliance with Air and Water Acts
10. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention

1. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA

Following are the Plans, Specifications and Addenda which form a part of this contract, as set forth in Paragraph 1 of the General Conditions, "Contract and Contract Documents":

DRAWINGS

General Construction:	N/A
Heating and Ventilating:	N/A
Plumbing:	N/A
Electrical:	5
_____	"
_____	"

SPECIFICATIONS:

General Construction:	Page	N/A	to _____, incl.
Heating and Ventilating:	"	N/A	to _____, incl.
Plumbing:	"	N/A	to _____, incl.
Electrical:	"	1	to 21, incl.
_____	"	_____	to _____, incl.
_____	"	_____	to _____, incl.

ADDENDA:

No. 1 Date March 21, 2012 No. _____ Date

No. _____ Date _____ No. _____ Date

2. STATED ALLOWANCES

Pursuant to paragraph 36 of the General Conditions, the contractor shall include the following cash allowances in his proposal:

(a) For	N/A	(Page N/A of Specifications	$ N/A
(b) For	_____	(Page _____ of Specifications	$ _____
(c) For	_____	(Page _____ of Specifications	$ _____
(d) For	_____	(Page _____ of Specifications	$ _____
(e) For	_____	(Page _____ of Specifications	$ _____
(f) For	_____	(Page _____ of Specifications	$ _____

3. SPECIAL HAZARDS

The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards.

4. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY, AND PROPERTY DAMAGE INSURANCE

As required under paragraph 28 of the General Conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less that $ 500,000.00 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than $ 500,000.00 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than $ 500,000.00 .

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or (2)) insure the activities of his subcontractors in his own policy.

5. PHOTOGRAPHS OF PROJECT

As provided in paragraph 50 of the General conditions, the Contractor will furnish photographs in the number, type, and stage as enumerated below:

6. SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS AND MINIMUM HOURLY WAGE RATES AS REQUIRED UNDER PARAGRAPH 52 OF THE GENERAL CONDITIONS

Given on Pages 1 of 4 , _____ and _____.

7. BUILDER'S RISK INSURANCE

As provided in the General Conditions, paragraph 28(e), the Contractor ~~will~~/will not* maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Owner, the Contractor, and all subcontractors, as their interests may appear.

***Strike out one.**

Wortham Insurance & Risk Management
P.O. Box 795008
San Antonio, TX 78279

MAIL DOCUMENT

Certificate of Insurance Delivery by **ecertsonline ™**

Hidalgo County
Hidalgo County Purchasing Department
2812 S. Business Hwy 281
Edinburg TX 78539

Sender:	(SA) Sandra Russell
Phone:	210-223-9171
Subject:	Metro Electric, Inc. - 11/12 Certificates
Date:	10/26/2011
No. of Pages:	3
URL:	www.worthamsa.com

attached are the 11/12 Certificates.....the holder's copy has been mailed direct...thank you.

THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THE MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA REGULAR POSTAL SERVICE.

© 2002 Certificate of Insurance Delivered by **ecertsonline** ™ Insurance Visions, Inc. All rights reserved

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/26/2011

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
Wortham Insurance & Risk Management
P.O. Box 795008
San Antonio, TX 78279

www.worthamsa.com

CONTACT NAME:
PHONE (A/C, No, Ext): 210-223-9171 FAX (A/C, No): 210-223-2806
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Lloyds Insurance Co	41262
INSURER B : Travelers Property Casualty Co of America	25674
INSURER C : Continental Casualty Company	20443
INSURER D : Traverlers Casualty and Surety Company	18038
INSURER E :	
INSURER F :	

INSURED
Metro Electric, Inc.
1901 Industrial Dr.
McAllen TX 78504

COVERAGES **CERTIFICATE NUMBER:** 11493334 **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 ✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ☐ LOC			CO 7A837559	10/31/2011	10/31/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ✓ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ✓ NON-OWNED AUTOS			BA 7A874266	10/31/2011	10/31/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	✓ UMBRELLA LIAB ✓ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $10,000			4031084039	10/31/2011	10/31/2012	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB 7A123366	10/31/2011	10/31/2012	✓ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Inland Marine			QT 660 7A986368	10/31/2011	10/31/2012	$100,000 limit -Leased Rented Equipment $427,010 limit -Scheduled Equipment $350,000 limit-Installation Floater	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is Additional Insured with respects to the General Liability and Auto Liability if required by written contract.

CERTIFICATE HOLDER

Hidalgo County
Hidalgo County Purchasing Department
2812 S. Business Hwy 281
Edinburg TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Patty Wright

(SA) Patty Wright

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CERTIFICATE ADDENDUM

DATE ISSUED
10/26/2011

NAMED INSURED:

Metro Electric, Inc.
1901 Industrial Dr.
McAllen TX 78504

CERTIFICATE HOLDER:

Hidalgo County
Hidalgo County Purchasing Department
2812 S. Business Hwy 281
Edinburg TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, WE WILL ENDEAVOR TO MAIL DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER(S) NAMED ON THIS CERTIFICATE, EXCEPT FOR NON-PAYMENT OF PREMIUM OR ANY OTHER CIRCUMSTANCE PERMITTED BY STATE LAW OR POLICY CONDITIONS. FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON US.

METRO
ELECTRIC, INC.
TECL# 17140

☑ MAIN OFFICE
1901 INDUSTRIAL DRIVE
McALLEN, TX 78504-4015
(956) 686-2323

☐ BRANCH OFFICE
5255 COMMERCIAL DRIVE
P.O. BOX 4270
BROWNSVILLE, TX 78523
(956) 831-7801

☐ BRANCH OFFICE
1405 NORTH SUNSHINE STRIP
HARLINGEN, TX 78550
(956) 421-2600

6/11/2012

Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

Attn: Diana R. Serna
RE: City of Edcouch-2009 WTP Improvements-Electrical Upgrade

Metro Electric, Inc will honor the pricing submitted on Addendum No.1 dated March 21, 2012 (attached):

Items 1, 2 and 3 LS	$175,110.00
Item A1 Alternate Bid Item #1 LS	$9,662.00

Should you have any questions, please advise.

Respectfully,

Albert Gonzalez
Project Manager

cc: Michael A. Gerdes
Vice President

AI-32891 **Urban County 14. D.**

CC REGULAR

Meeting Date: 07/03/2012

Department Head: Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program for Precinct No. 3 is requesting consideration and action to award and enter into construction contract with GP7 Construction, LLC for the HUD CDBG-R flood offsite drainage improvements to La Sueña Subdivision located in Precinct 3 in the amount of $261,612.50 utilizing Year 22 (2009) flood drainage improvement funds. The project involves extension of a 36" drain line along Moorefield Road from La Sueña S/D north to the County's drain ditch.

BACKGROUND

Approved as to form by Legal Counsel on 05/11/2012

Precinct No. 3 has requested and received bids for the flood drainage improvements. Javier Hinojosa Engineering/Consulting Engineers prepared the specification packages. Bids were received and opened at the Hidalgo County – Purchasing Department on June 13, 2012. After review, the project engineer recommended GP7 Construction, LLC as the lowest of seven (7) bidders. (See attached recommendation letter from the Javier Hinojosa Engineering/Consulting Engineers and copy of bid tabulations.)

Contractor: GP7 Construction, LLC
Contract Amount: $ 261,612.50
Funds Available: $ 346,461.29 Year 22 (2009) CDBG-R Precinct No. 3 – Flood Drainage Improvements

Attachments

Bid Tabulation Sheet Construction Contract Liability Insurance

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	06/19/2012 04:13 PM
Purchasing Department	Angela Garcia	06/29/2012 05:38 PM

Form Started By: Mary Flores Started On: 06/19/2012 02:41 PM

Final Approval Date: 06/29/2012

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: June 13, 2012	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID:"Hidalgo County Precinct No.3-HUD CDBG-R Flood Offsite Drainage Improvements to La Sueña Subdivision"

BID NO: 5209-93-309-5000-9300-UCP-ML **PROCUREMENT SPECIALIST:**

Addendum #1 Required

RFB NO.	Name of Company	Addendum #1	Total Price	Bid Bond/ Cashier's Check Included
1.	Asago Construction	Acknowledged	$282,550.00	Bid Bond Included
2.	2GS, LLC	Acknowledged	$387,900.00	Bid Bond Included
3.	Garco Industries, Inc.	Acknowledged	$384,650.00	Bid Bond Included
4.	Valley Paving Inc.	Acknowledged	$341,750.00	Bid Bond Included
5.	Go Underground, LLC	Acknowledged	$335,400.00	Bid Bond Included
6.	Jimmy Closner & Sons Construction Co., Inc	Acknowledged	$464,450.00	Bid Bond Included
7.	GP7 Construction, LLC	Acknowledged	$250,662.50	Bid Bond Included
8.				

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED.**

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588 • Fax: (956) 994-8102
javhin@rgv.rr.com
TBPE FIRM NO. F-1295

June 14, 2012

Commissioner Joe M. Flores
Hidalgo County Precinct No. 3
724 N. Breyfogle
Mission, Texas 78572

Re: Hidalgo County Precinct No. 3 – HUD CDBG-R Flood Offsite Drainage Improvements To La Sueña Subdivision
Bid# 5209-93-0309-5000-9300-UCP-ML

Dear Commissioner Flores,

Bids were received and opened for Hidalgo County Precinct No. 3 – HUD CDBG-R Flood Offsite Drainage Improvements To La Sueña Subdivision on June 13, 2012. A total of seven bids were received with GP7 Construction, LLC being the low bidder with a total base bid of $261,612.50. The amount read at the bid opening was $250,662.50 but a calculation error in the bid resulted in a total amount of $261,612.50. Attached is a copy of the bid tabulation for your review. This project involves extension of a 36" drain line along Moorefield Road from the La Sueña Subdivision north to the County's Drain Ditch. We recommend award of the contract to GP7 Construction, LLC in the amount of $261,612.50.

If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Ms. Monica Leal, Urban County Program, UCP Coordinator

Received
JUN 14 2012
Urban County Program
By:

BID TABULATION
Hidalgo County Precinct No. 3 – HUD CDBG-R
Flood Offsite Drainage Improvements To La Sueña Subdivision
Bid # 5209-93-0309-5000-9300-UCP-ML
Engineer: Javier Hinojosa Engineering
Bid Date: June 13, 2012 @ 9:30 a.m.

Bidder	Total Base Bid	Bid Bond	Acknowledge Addendum
1. GP7 Construction, LLC	$261,612.50 (Correct Amount) $250,662.50 (Read Amount)	Yes	Yes
2. Asago Construction	$282,550.00	Yes	Yes
3. GO Underground, LLC	$335,400.00	Yes	Yes
4. Valley Paving, Inc.	$341,750.00	Yes	Yes
5. Garco Industries, Inc.	$384,650.00	Yes	Yes
6. 2GS, LLC	$387,900.00	Yes	Yes
7. Jimmy Closner & Sons, Inc.	$464,450.00	Yes	Yes

Bid Tabulation Sheet
Hidalgo County Precinct No. 3 - HUD CDBG-R Flood Offsite Drainage Improvements
To La Sueña Subdivision
Bid No. 5209-93-0309-5000-9300-UCP-ML
Engineer: Javier Hinojosa Engineering
Bid Date: June 11, 2012 @ 9:30 a.m.

	QUANTITIES		GP7 Construction, LLC		Asago Construction		Go Underground, LLC		Valley Paving, Inc.		Garco Industries, Inc.		2GS, LLC		Jimmy Closner & Sons Construction Co., Inc.	
A. La Sueña Subdivision Offsite Drainage Improvements																
1. 36" RC Pipe	3,250	LF	$55.00	$178,750.00	$68.00	$221,000.00	$76.30	$247,975.00	$76.00	$247,000.00	$90.00	$292,500.00	$90.00	$292,500.00	$95.00	$308,750.00
2. Trench Protection	3,250	LF	$3.25	$10,562.50	$1.00	$3,250.00	$2.50	$8,125.00	$4.00	$13,000.00	$1.00	$3,250.00	$2.00	$6,500.00	$10.00	$32,500.00
3. 5' Dia. Manhole	8	EA	$3,650.00	***$29,200.00***	$3,000.00	$24,000.00	$4,100.00	$32,800.00	$3,000.00	$24,000.00	$4,350.00	$34,800.00	$3,850.00	$30,800.00	$7,400.00	$59,200.00
4. Repair Asphalt Drive (8' Caliche/1 1/2" HMAC)	200	LF	$28.00	$5,600.00	$25.00	$5,000.00	$34.50	$6,900.00	$40.00	$8,000.00	$45.00	$9,000.00	$35.00	$7,000.00	$50.00	$10,000.00
5. Repair Caliche Drive (8" Caliche)	250	LF	$12.00	$3,000.00	$10.00	$2,500.00	$22.00	$5,500.00	$25.00	$6,250.00	$25.00	$6,250.00	$12.00	$3,000.00	$30.00	$7,500.00
6. Utility Adjustments	Stated Amount		$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
7. Down Drain	1	EA	$2,000.00	$2,000.00	$3,000.00	$3,000.00	$1,600.00	$1,600.00	$4,500.00	$4,500.00	$1,850.00	$1,850.00	$3,500.00	$3,500.00	$3,500.00	$3,500.00
8. Traffic Control	Lump Sum		$5,000.00	$5,000.00	$2,000.00	$2,000.00	$4,400.00	$4,400.00	$8,500.00	$8,500.00	$6,500.00	$6,500.00	$15,000.00	$15,000.00	$6,500.00	$6,500.00
9. Replace 18" RCP Culverts	300	LF	$25.00	$7,500.00	$6.00	$1,800.00	$27.00	$8,100.00	$35.00	$10,500.00	$35.00	$10,500.00	$32.00	$9,600.00	$55.00	$16,500.00
Total Base Bid (Item A)				***$261,612.50***		**$282,550.00**		**$335,400.00**		**$341,750.00**		**$384,650.00**		**$387,900.00**		**$464,450.00**

NOTE: BOLD ITALIZED NUMBERS DENOTES CALCULATION ERROR

CONSTRUCTION CONTRACT

This Agreement entered into this **3rd day of July, 2012** by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** hereinafter called the "OWNER", acting herein through its **COUNTY JUDGE** and **GP7 Construction, LLC** (an individual) of **Brownsville,** 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:

PROJECT NAME:	**Precinct No. 3 – HUD CDBG-R Flood offsite drainage improvements to la Sueña S/D**
PROJECT No.:	**5209-93-0309-5000-5000-9300-UCP-ML**
PROJECT DESCRIPTION:	**Offsite drainage outfall for La Sueña Subdivision located on 4 ¼ mile North Moorefield Road**

heinafter called the project, for the sum of **($261,612.50) – Two hundred sixty hundred twelve dollars and fifty 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 **Javier Hinojosa Engineering/Consulting Engineers**, 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 **60** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($300.00) three hundred dollars and zero cents** 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.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SUPPLEMENTAL GENERAL CONDITIONS

1. Enumeration of Plans, Specifications and Addenda
2. Stated Allowances
3. Special Hazards
4. Public Liability and Property Damage Insurance
5. Photographs of Project
6. Schedule of Minimum Hourly Wage Rates
7. Builder's Risk Insurance
8. Special Equal Opportunity Provisions
9. Certification of Compliance with Air and Water Acts
10. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention

1. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA

Following are the Plans, Specifications and Addenda which form a part of this contract, as set forth in Paragraph 1 of the General Conditions, "Contract and Contract Documents":

DRAWINGS

General Construction: **Offsite drainage improvements to La Sueña Subdivision – Sheet Nos. 1 – 4 as prepared by Javier Hinojosa Engineering.**

Heating and Ventilating: **N/A**

Plumbing: **N/A**

Electrical: **N/A**

SPECIFICATIONS:

General Construction:

02221	Trench Excavation, Backfill and Compaction
02224	Pipe Boring, Drilling and Jacking
02571A	Concrete Pipe
02575	Manholes
02580	Storm Sewer Structures
02601	Flexible Base
02612	Hot Mix Asphalt Concrete Pavement
19000	Trench Protection

Heating and Ventilating: **N/A**

Plumbing: **N/A**

Electrical: **N/A**

ADDENDA:

No. 1 Date 6-7-12 No._____ Date

No._____ Date _____ No._____ Date

2. STATED ALLOWANCES

Pursuant to paragraph 36 of the General Conditions, the contractor shall include the following cash allowances in his proposal: **N/A**

(a) For _____ (Page_____ of Specifications $_____
(b) For _____ (Page_____ of Specifications $_____
(c) For _____ (Page_____ of Specifications $_____
(d) For _____ (Page_____ of Specifications $_____
(e) For _____ (Page_____ of Specifications $_____
(f) For _____ (Page_____ of Specifications $_____

3. SPECIAL HAZARDS

The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards.

4. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY, AND PROPERTY DAMAGE INSURANCE

As required under paragraph 28 of the General Conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less that $500,000.00 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than $500,000.00 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than $500,000.00.

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or (2)) insure the activities of his subcontractors in his own policy.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/23/2012

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

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

PRODUCER
THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078

CONTACT NAME: GREG KLEMENT
PHONE (A/C, No, Ext): (972) 562-7455 **FAX (A/C, No):** (972) 562-7129
E-MAIL ADDRESS: GREG@KLEMENTAGENCY.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Essex Insurance Company	
INSURER B : Progressive County Mutual	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
GP7 CONSTRUCTION LLC
304 PALO VERDE DR
BROWNSVILLE TX 78521-

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			CL420913178	09/29/2011	09/29/2012	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
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC							$
B	AUTOMOBILE LIABILITY			082700180	10/03/2011	10/03/2012	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [X] OCCUR			GK851P110926-002	09/29/2011	09/29/2012	EACH OCCURRENCE	$ 1,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 1,000,000
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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-

Fax: ( ) -

CANCELLATION

AI 106209

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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GP7

CONSTRUCTION

6-15-12

Dear Mrs. Monica Leal,

Please be advised GP7 Construction, LLC committed a mathematical error on the "Hidalgo County Pct. #3-HUB CDBG-R Flood Offsite Drainage Improvements to La Suena Subdivision" Bid # 5209-93-0309-5000-9300-UCP-ML, on bid item #3. This item unit of $3,650 was correct yet the correct total should read $29,200.00. We do apologize for problems this may have caused. Thank you very much. Should you have any questions feel free to contact me.

Sincerely,

Steve Garza

Steve Garza

GP7 CONSTRUCTION, LLC.
304 Palo Verde
Brownsville, Tx. 78521
(956)789-7784
Email: steve.GP7@hotmail.com

AI-32885 **Urban County 14. E.**

CC REGULAR

Meeting Date: 07/03/2012

Department Head: Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the City of Edcouch is requesting consideration and action to award and enter into a construction contract with United Contracting, for the flood drainage improvements project located in the City of Edcouch in the amount of $214,061.00 utilizing City of Edcouch YR's 23 & 24 (2010 & 2011) flood drainage improvements funds.

BACKGROUND

Approved as to form by Legal Counsel on 05/11/2012

The City of Edcouch has requested and received bids for the flood drainage improvements project. Quintanilla, Headley and Associates, Inc., prepared specification packages and bids were received and opened at the Hidalgo County – Purchasing Department on February 29, 2012. After review the project engineer recommended United Contracting, as the lowest of three (3) qualified bidders. (See attached recommendation letter from Quintanilla, Headley and Associates, Inc. and copy of bid tabulations.)

Contractor: United Contracting
Contract Amount: $214, 061.00
Funds Available: $220,647.50 YR 23 & 24 (2010 & 2011) City of Edcouch flood drainage Imp.

Attachments

Bid Tabulation Sheet, Liability Insurance Construction

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	06/19/2012 04:13 PM
Purchasing Department	Angela Garcia	06/29/2012 05:38 PM

Form Started By: Mary Flores Started On: 06/19/2012 01:13 PM

Final Approval Date: 06/29/2012

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM	
BID OPENING DATE: February 29, 2012	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "City of Edcouch-Flood Drainage Improvements Project"	
BID NO: 5010-20-0309-5000-2000-UCP-ML	**PROCUREMENT SPECIALIST:**

BID # RFB#	NAME OF COMPANY	TOTAL PRICE	BID BOND OR CHECK INCLUDED
#1	The 5125 Company	$288,888.88	✓
#2	Mission Paving Co., Inc.	$222,860.00	✓
#3	United Contracting	$214,061.00	✓
#4			
#5			
#6			
#7			
#8			
#9			
#10			

***AMOUNTS VERIFIED/CALCULATED BY PROJECT ENGINEER**

CITY OF EDCOUCH

Robert S. Schmalzried - Mayor
Eddy Gonzalez - Mayor Pro-temp
Veronica S. Ramirez - Alderwoman PL 1
Noe Garcia Jr. – Alderman PL 2
Ruth Ruiz – Alderwoman PL 3
Daniel Guzman – Alderman PL 4
Juan J. Cedillo - City Manager

April 18, 2012

Received
APR 18 2012
Urban County Program

Antonio Barco
Deputy Director
Hidalgo County Urban Program
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: 2010 Flood Drainage Improvements

Dear Mr. Barco:

Be informed that the City of Edcouch conducted a Public Hearing for a Budget and Program Amendment on Tuesday, March 20, 2012. At their regular meeting held on Tuesday, April 17, 2012, the Edcouch Board approved the lowest bidder United Contracting, Inc. in the amount of $ **214,061.00** for the 2010 Flood Drainage Improvements Project.

The City has a budget line item in the amount of **$ 163,166.50** plus an additional **$ 57,481.00** from the Budget and Program Amendment for Years 22 and 24 (2009 and 2011), the City has a total amount of **$ 220,647.50** for the 2010 Flood Drainage Improvements.

The City requests that Urban County Program recommend the aforementioned for approval to Hidalgo County Commissioners' Court in order to proceed with our UCP Project expeditiously.

If you have any questions regarding this matter, contact me.

Sincerely,

JUAN CEDILLO
City Manager

cc: Monica Leal, UCP Coordinator
Alfonso Quintanilla, QHA

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

March 20, 2012

Mr. Juan Cedillo
City Manager
City of Edcouch
211 Southern
Edcouch, Texas 78538

Re: Flood Drainage Improvements – Urban County Program
Bid N.: 5010-20-0309-5000-2000-UCP-ML

Dear Mr. Cedillo:

Bids for this project were received and opened on February 29, 2012. The list of the bidders and the amount of the bid are as follows:

- United Contracting, Inc. - $ 214,061.00
- Mission Paving Co., Inc. - $ 222,860.00
- The 5125 Company - $ 288,888.88

I have checked the bids and they are correct. I am hereby recommending award of the bid to United Contracting, Inc. in the amount of $ 214,061.00

Attached is the bid tabulation form.

Please review and present to the City Commission for their consideration and approval.

Should you have any questions, please feel free to call me at (956) 381-6480.

Respectfully,

P.E.

Alfonso Quintanilla, P.E., R.P.L.S.
President

Owner: Urban County Program / City of Edcouch
Project Name: City of Edcouch-Flood Drainage Improvements Project.
Date: February 29, 2012

Bid Tabulation Sheet
Page 1 of 1

Item	Description	Unit	Quantity	The 5125 Company		Mission Paving Company, Inc.		United Contracting, Inc.	
				Unit Cost	Subtotal	Unit Cost	Subtotal	Unit Cost	Subtotal
I.	**Drainage Improvements**								
	Drain Ditch Improvements Project								
	Load, Haul and Sperad	C.Y.	30,000	6.00	180,000.00	5.25	157,500.00	5.75	172,500.00
	30" R.C.P.	L.F.	120	130.00	15,600.00	56.75	6,810.00	65.60	7,872.00
	30" Concrete Headwall	Ea.	2	5,500.00	11,000.00	2,010.00	4,020.00	2,200.00	4,400.00
	Backfill Compact to 95% Density	C.Y.	1,500	8.00	12,000.00	15.50	23,250.00	4.75	7,125.00
	54" R.C.P.	L.F.	80	300.00	24,000.00	163.50	13,080.00	180.80	14,464.00
	54" Concrete Headwall	Ea.	2	10,000.00	20,000.00	5,100.00	10,200.00	2,250.00	4,500.00
	Mobilization	L.S.	1	26,288.88	26,288.88	8,000.00	8,000.00	3,200.00	3,200.00
				Total Bid:	$ 288,888.88	**Total Bid:**	$ 222,860.00	**Total Bid:**	$ 214,061.00

STATE OF TEXAS
ALFONSO QUINTANILLA
95534
LICENSED
PROFESSIONAL ENGINEER

3-1-12

Quintanilla, Headley & Associates, Inc.
Consulting Engineers / Land Surveyors
124 E. Stubbs, Edinburg, Texas 78539
Phone: (956) 381-6480
Fax: (956) 381-0527

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/24/2012

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.

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PRODUCER Greater Texas Insurance 9809 Anderson Mill Road Austin TX 78750	CONTACT NAME: PHONE (A/C, No, Ext): (512) 250-5055 FAX (A/C, No): (512) 331-9950 E-MAIL ADDRESS: melissa@greatertexasins.com
INSURED United Contracting Sanchez United Contracting Inc 4616 N. Conway Mission TX 78573-	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: America First Ohio Casualty — 24074 INSURER B: American First -American Fire & Casualty 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] $250 PD deductible [ ] per claim. GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			BLO53386532	08/08/2011	08/08/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			BAA53386532	08/08/2011	08/08/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	COMMERCIAL INLAND MARINE CONTRACTORS EQUIPMENT			BMO53386532	08/22/2011	08/22/2012	LEASED & RENTED LIMIT AGGREGATE LIMIT DEDUCTIBLE	100,000 100,000 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
Project: City of Edcouch - Flood Drainage Improvements

CERTIFICATE HOLDER

Hidalgo County Urban 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 033527

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/24/2012

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.

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PRODUCER	CONTACT NAME: Certificate Department
Main Street America MGA, Inc. 21977 East Wallis Drive Porter TX 77365	PHONE (A/C, No, Ext): (281) 999-5544 FAX (A/C, No): (281) 577-2670 E-MAIL ADDRESS: Certs@hapeo.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Ullico Casualty Company
INSURED Harbor America Central, Inc. United Contracting Inc. (956) 519-3246 F: (956) 581-6803 4616 N. Conway Mission TX 78573	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL1232409159 **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	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						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						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC8 113000-03	4/1/2012	4/1/2013	X WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Workers' Compensation coverage is extended to all payroll active employees of Harbor America Central, Inc., leased to United Contracting, Inc. Insured is afforded Workers' Compensation & Employers Liability as a co-employer under the policy for employees leased from Harbor America Central, Inc. Project: City of Edcouch: Flood Drainage Improvements Project.

CERTIFICATE HOLDER

(956) 787-5291

Hidalgo County Urban County Program
Diana R. Serna, 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

Rick Walker/LISA

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CONSTRUCTION CONTRACT

This Agreement entered into this **3rd day of July, 2012** by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** hereinafter called the "OWNER", acting herein through its **COUNTY JUDGE** and **United Contracting** (an individual) of **Mission,** 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:

PROJECT NAME: **City of Edcouch-Flood Drainage Improvements**

PROJECT No.: **5010-20-0309-5000-2000-UCP-ML**
PROJECT DESCRIPTION: **Improvements to the water treatment plant "electrical upgrade"**

heinafter called the project, for the sum of **($214,061.00) – Two hundred fourteen thousand sixty one dollars and 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 **Quintanilla, Headley & Associates, 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 **150** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($200.00) One hundred dollars and zero cents** 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.

Nemecio Sanchez, President

Name of Firm: United Contracting

Address: 4616 Conway
Mission, TX 78573

Federal I.D./S.S.: 74-2839076

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) (an individual)

Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

Diana R. Serna
Urban County Director

APPROVED AS TO FORM
Atlas & Hall L.L.P.
By: Steve Crain on May 11, 2012

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT HUD-4238

SUPPLEMENTAL GENERAL CONDITIONS

1. Enumeration of Plans, Specifications and Addenda
2. Stated Allowances
3. Special Hazards
4. Public Liability and Property Damage Insurance
5. Photographs of Project
6. Schedule of Minimum Hourly Wage Rates
7. Builder's Risk Insurance
8. Special Equal Opportunity Provisions
9. Certification of Compliance with Air and Water Acts
10. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention

1. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA

Following are the Plans, Specifications and Addenda which form a part of this contract, as set forth in Paragraph 1 of the General Conditions, "Contract and Contract Documents":

DRAWINGS

General Construction:	Nos.	1 Thru 11
Heating and Ventilating:	"	N/A
Plumbing:	"	N/A
Electrical:	"	N/A
_____	"	
_____	"	

SPECIFICATIONS:

General Construction:	Page	1 to 31, **Technical Specifications Beginning after Exhibit "A"**
Heating and Ventilating:	"	N/A to _____, incl.
Plumbing:	"	N/A to _____, incl.
Electrical:	"	N/A to _____, incl.
_____	"	_____ to _____, incl.
_____	"	_____ to _____, incl.

ADDENDA:

No. N/A Date _____ No._____ Date

No. N/A Date _____ No._____ Date

2. STATED ALLOWANCES

Pursuant to paragraph 36 of the General Conditions, the contractor shall include the following cash allowances in his proposal:

(a) For N/A (Page_____ of Specifications $_____
(b) For N/A (Page_____ of Specifications $_____
(c) For N/A (Page_____ of Specifications $_____
(d) For N/A (Page_____ of Specifications $_____
(e) For N/A (Page_____ of Specifications $_____
(f) For N/A (Page_____ of Specifications $_____

3. SPECIAL HAZARDS

The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards.

4. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY, AND PROPERTY DAMAGE INSURANCE

As required under paragraph 28 of the General Conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less that $ 300,000.00 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than $ 500,000.00 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than $500,000.00.

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or (2)) insure the activities of his subcontractors in his own policy.

5. PHOTOGRAPHS OF PROJECT

As provided in paragraph 50 of the General conditions, the Contractor will furnish photographs in the number, type, and stage as enumerated below:

N/A

6. SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS AND MINIMUM HOURLY WAGE RATES AS REQUIRED UNDER PARAGRAPH 52 OF THE GENERAL CONDITIONS

Given on Pages 1 thru 4, Following the Supplemental General Conditions

7. BUILDER'S RISK INSURANCE

As provided in the General Conditions, paragraph 28(e), the Contractor will not maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Owner, the Contractor, and all subcontractors, as their interests may appear.

***Strike out one.**

United Contracting

4616 N. Conway
Mission, Texas
Ph 956-519-3246
FX 956-581-6883
unitedcontractinginc@gmail.com

To:	**Urban County Program**	**From:**	Sanchez
Fax	**956-787-5291**	**Pages:**	1
Phone:	**956-787-8127**	**Date:**	5.24.2012
Re:	**City of Edcouch**	**CC:**	

Attention: Monica Leal

This letter is to inform you that United Contracting will honor the bid proposal set forth on the City of Edcouch Flood Drainage Improvement Project. It will remain as the set price quoted on the bid opening date. Should you have any further questions or concerns in regards to this matter, please do not hesitate to contact our office. Have a wonderful day!

Thank You,

L Sanchez

Lisa Sanchez
United Contracting

5.24.2012

AI-33019 **Elections Administration 15. B.**

CC REGULAR

Meeting Date: 07/03/2012

Submitted By: Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Elections Department

1. Discussion, consideration and approval to create the following temporary full time positions;

Slot #	Position Title	Grade
T138	Data Entry Clerk I	1
T139	Data Entry Clerk I	1
T140	Data Entry Clerk I	1
T141	Data Entry Clerk I	1
T142	Data Entry Clerk I	1
T143	Data Entry Clerk I	1
T144	Data Entry Clerk I	1

2. Approval to waive posting, hiring, and enrollment procedures.
3. Approval of interdepartmenal transfer.
4. Approval of revised salary schedule.

BACKGROUND

Positions not to exceed 6 months and/or 12/31/12..

Attachments

PAR

Job description

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	06/29/2012 08:00 AM
Rosalinda Cantu	Rosie Cantu	06/29/2012 03:13 PM
Purchasing Department	Angela Garcia	06/29/2012 05:38 PM

Form Started By: Sylvia Rios Started On: 06/27/2012 03:06 PM

Final Approval Date: 06/29/2012

RECEIVED
JUN 25 2012
Human Resources

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Elections Department / 130

DATE: 6-26-2012

CURRENT POSITION TITLE: Data Entry Clerk I (Temporary)

CURRENT SLOT. #: T-123 through T-127

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Extension of Temporary Positions

POSITION SALARY REQUEST:

5	-0-	G1, S0/ $17,636.00	$ 88,180.00
NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP	NET CHANGE

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☒ Will Require Additional Funds

☐ Other _____

POSITION TYPE:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☒ Part Time Temporary Object 122 ☐

8.4788

Enter hourly rate for temp. positions

$ 8.4788 x 2080 hours = $17,636.00

Hourly Rate * 2,080 hrs. per year = Annual Salary

8.4788 x 1040 hrs = $8,818.00 (actual expenditure)

TEMPORARY POSITIONS:

7-1-2012	12-31-2012	Monday-Friday, 8a - 5p	40	6 months
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☒	Exempt	☐
Non-Exempt	☐	Non-Exempt	☒
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

These positions are required to help the department in continuing to serve Hidalgo County's political subdivisions during the 2012 election year. CC voted on 8/30/2011 to allow the department to hire 5 additional permanent positions so we are only requesting to keep 5 of the 10 temporary positions for 2012 that were originally approved for our department.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

It is critical that we keep the 5 temporary positions in order to fulfill all obligations in reference to the Runoff Primary Election as well as the upcoming General Election in November 2012.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	06.27.12 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

DATA ENTRY CLERK I

GRADE: 01

GENERAL DESCRIPTION

Performs entry-level data entry work. Work involves entering data and maintaining files and documentation; Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs repetitive data entry and verification of data files

Performs editing and maintenance of data files

Transcribes source documents to machine-acceptable formats

Prepares formatting programs for simple applications and corrects entry errors

May provide clerical support

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in data entry work; Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of data entry equipment and of office practices and procedures

Ability to detect and resolve error conditions and to select and transcribe data

Type 35 wpm

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

AI-33039 **Head Start 16. A.**

CC REGULAR

Meeting Date: 07/03/2012

Department Head: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Acceptance and Approval to Award the Best Valued Proposal from Job Order Contractor, Alpha Building Corp. (Awarded JOC Through HCDE-Choice Facility Partners) in the Amount of $176,683.24 for Building Repairs/Renovations, Additions and/or Alterations Project #2012-018-06-12 to the Palmview III Head Start Center, Located at 1208 Paula Drive, Palmview, Texas

BACKGROUND

Attachments

CC Agenda Item 07.03.12

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	06/28/2012 01:20 PM
Auditor's Office	Arcilia Duran	06/29/2012 03:40 PM
Purchasing Department	Marty Salazar	06/29/2012 05:24 PM
Purchasing Department	Angela Garcia	06/29/2012 05:38 PM

Form Started By: Linda Galaviz Started On: 06/28/2012 11:53 AM

Final Approval Date: 06/29/2012

Hidalgo County Head Start Program
Policy Council Agenda

DATE: July 3, 2012

SUBJECT: Acceptance and Approval to Award the Best Valued Proposal from Job Order Contractor, Alpha Building Corp. (awarded JOC through HCDE-Choice Facility Partners) in the Amount of $ 176,683.24 for Building Repairs/Renovations, Additions and/or Alterations Project # 2012-018-06-12 to the Palmview III Head Start Center, Located at 1208 Paula Drive, Palmview, Texas.

RATIONALE/NEED: Facility is in need of roof repairs for the purpose of maintaining a safe learning environment for the Head Start children and families.

RECOMMENDATION: Administration Recommends Approval

COST: Funding for this Project is anticipated to be made available by Centennial Inc. as a Result of an Agreed upon Settlement.

RELATED INFORMATION INCLUDED: Estimate / Recommendation letter

* *

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: *Teresa Flores*

HINOJOSA ENGINEERING, INC. Structural Engineering • Civil Engineering • Land Surveying
REGISTRATION NUMBER F-908 EXPIRATION DATE 09/30/2012

June 21, 2012

Ms. Teresa Flores
Hidalgo County Head Start Program
1901 West State Hwy 107
McAllen, Texas 78503

RE: Letter of Recommendation

PROJECT: Hidalgo County Head Start Program Pamlview III Roof Repair.

Ms. Flores,

On Tuesday, June 12, 2012 at 3:00 p.m. sealed proposals were opened on the above referenced project at the Hidalgo County Head Start Program Office. A total of one proposal was submitted to the Hidalgo County Head Start Program. Contractor submitting proposal was Alpha Building Corporation.

We reviewed one bid proposal for bid document compliance. Alpha Building Corporation was the only bidder with a price of $192,448.56. We declined this number and asked Alpha Building Corporation to reduce this number.

On Wednesday, June 20, 2012 at 3:00 p.m., we met with Alpha Building Corporation to review their new quote. The new quote has a grand total of $176,683.24.

Based on this quote, Hinojosa Engineering, Inc. recommends the project to be awarded to Alpha Building Corporation.

Respectfully Submitted,
Hinojosa Engineering, Inc.

Alberto Trevino,

108 W. 18TH STREET • MISSION, TEXAS 78572 • TEL (956) 581-0143 • FAX (956) 581-2074

Hidalgo County Head Start Re-Roof Project

Alpha Building Corporation originally proposed project at an estimated $192,448.56 After Negotiating cost with Mr. Trevino of Hinojosa Engineering, and Hidalgo Representatives Angelica Salinas, Ambrosio Tovar, and Mr. Oliver Solis. We came to negotiated number of $176,683.24. Alpha Building Corp. submitted a revised RS Means break down showing no city cost index. Alpha is re-submitting a revised RS Means including City cost index for the negotiated amount of $176,683.24, however additional line items were added to coincide with the cost to meet the negotiated amount of $176,683.24. The estimated quantities are the same only additional line items were added to meet the negotiated amount. I have attached the proposal, new estimate, and job cost breakdown which we negotiated project with. Alpha building will follow Davis Bacon act and submit certified payroll with pay application. Thank you for your time, questions, concerns contact me at FLozano@alphabuilding.com, Cell 956-343-1101

Fred Lozano
956-622-3242 Office 956-622-3102 Fax

Final Estimate

Fred Lozano
Alpha Building Corporation
RFP# 10/030JC - HCDE Statewide
Hidlgo County Head Start Roof Repair - 01120601
Fred Lozano

Estimator: Fred Lozano — Head Start

Division Summary (MF04)

01 - General Requirements	$50,250.18	26 - Electrical	$4,399.00
02 - Existing Conditions	$5,825.00	27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	$1,167.50
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites	$54,936.22	33 - Utilities	
07 - Thermal and Moisture Protection	$27,953.69	34 - Transportation	
08 - Openings	$604.80	35 - Waterway and Marine Transportation	
09 - Finishes	$28,905.08	41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternates	$61,728.00
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing		**MF04 Bare Total (Without totalling components)**	**$235,769.47**
23 - Heating, Ventilating, and Air-Conditioning (HVAC)			

Totalling Components

RSMeans Subtotal	$235,769.47	CCI Installation Adjustment (McAllen) (6.0000%)	$8,439.49
RSMeans MCALLEN, TX CCI 2012Q2, 77.00%	$(54,226.98)	JOC Coefficient Standard (-7.0000%)	$(13,298.74)

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$53,136.81
Labor:	$140,657.93
Equipment:	$5,440.20
Other:	$36,534.53
Laborhours:	2,017.52
Green Line Items:3	$9,832.96

Priced/Non-Priced

Total Priced Items:	44	$235,769.47	
Total Non-Priced Items:	0	$0.00	0.00%
	44	$235,769.47	

Grand Total **$176,683.24**

Estimator: Fred Lozano **Head Start**

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements								
1	01-21-53-50-0550-L	Factors, cost adjustments, add to construction costs for particular job requirements, cut and patch to match existing construction, add, maximum	Costs	105,000.0000	9.0000%	$9,450.00	RSM12FACL, O&P	P
2	01-21-53-50-0550-M	Factors, cost adjustments, add to construction costs for particular job requirements, cut and patch to match existing construction, add, maximum	Costs	47,000.0000	5.0000%	$2,350.00	RSM12FACM, O&P	P
3	01-21-53-50-1150-L	Factors, cost adjustments, add to construction costs for particular job requirements, equipment usage curtailment, add, maximum	Costs	105,000.0000	10.0000%	$10,500.00	RSM12FACL, O&P	P
4	01-21-53-50-1150-M	Factors, cost adjustments, add to construction costs for particular job requirements, equipment usage curtailment, add, maximum	Costs	47,000.0000	3.0000%	$1,410.00	RSM12FACM, O&P	P
5	01-21-53-50-1750-L	Factors, cost adjustments, add to construction costs for particular job requirements, protection of existing work, add, maximum	Costs	105,000.0000	7.0000%	$7,350.00	RSM12FACL, O&P	P
6	01-21-53-50-1750-M	Factors, cost adjustments, add to construction costs for particular job requirements, protection of existing work, add, maximum	Costs	47,000.0000	5.0000%	$2,350.00	RSM12FACM, O&P	P
7	01-31-13-20-0260	Field personnel, superintendent, average	Week	3.9976	$3,050.00	$12,192.68	RSM12FACL, O&P	P
8	01-54-33-40-2050-4	Rent per month for general equipment rental, without operators, forklift, for rough terrain, 42' lift, 35' reach, 9000 lb., 110 H.P.	Ea.	1.0000	$4,647.50	$4,647.50	RSM12FACE, O&P	P
		01 - General Requirements Total				**$50,250.18**		
02 - Existing Conditions								
9	02-41-19-19-0840	Selective facility services demolition, rubbish handling, the following are to be added to the demolition prices, dumpster, weekly rental, includes one dump per week, 40 C.Y. capacity, 10 tons 2 4weeks	Week	5.0000	$945.00	$4,725.00	RSM12FACM, O&P	P
10	02-41-19-19-0920	Selective facility services demolition, rubbish handling, the following are to be added to the demolition prices, dumpster, alternate pricing for dumpsters, haul, average for all sizes	Ea.	5.0000	$220.00	$1,100.00	RSM12FACM, O&P	P
		02 - Existing Conditions Total				**$5,825.00**		
06 - Wood, Plastics, and Composites								
11	06-05-23-70-0020-M	Rough hardware, average percent of carpentry material, minimum	Job	176,500.0000	0.5000%	$882.50	RSM12FACM, O&P	P
12	06-11-10-02-2620	Blocking, miscellaneous, to wood construction, 2" x 4" PRE FABRICATED BLOCKING FOR PRE FARICATED TRUSSES ON EVERY OTHER. AS WELL AS SUB FACIA BOARD	M.B.F.	1.0000	$3,950.00	$3,950.00	RSM12FACM, L, O&P	P
13	06-16-23-10-0202	Subfloor, plywood, CDX, 3/4" thick WALK WAY IN ATTIC	SF Flr.	588.0000	$1.70	$999.60	RSM12FACM, L, O&P	P

Estimator: Fred Lozano **Head Start**

06 - Wood, Plastics, and Composites

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
14	06-16-36-10-0302	Sheathing, plywood on roofs, CDX, 3/4" thick	S.F.	6,076.0000	$1.73	$10,511.48	RSM12FAC M, L, O&P	P
15	06-17-53-10-0400	Roof trusses, fink (W) or king post type, 2'-0" O.C., metal plate connected, 4 in 12 slope, 44' to 60' span	SF Flr.	6,076.0000	$3.78	$22,967.28	RSM12FAC M, L, E, O&P	P
		CLOSEST DISCRIPTION FOR 2-1/2 ON 12 PITCH WITH THE EXCEPTION OF WOOD PLATE CONNECTION						
16	06-17-53-10-0400-0700	Roof trusses, glued and nailed, add (Modified using 06-17-53-10-0700)	SF Flr.	6,076.0000	$1.18	$7,169.68	RSM12FAC M, O&P	P
		WITH THE EXCEPTION OF WOOD PLATE CONNECTION						
17	06-22-13-60-0200	Moldings, soffits, soffits, pine, 1" x 4"	L.F.	2,000.0000	$3.20	$6,400.00	RSM12FAC M, L, O&P	P
		CLOSEST DISCRIPTION TO MATCH 1X4 STRIPPING AT 16"OC TO ACCEPT GYPSYM BOARD. QUANITIES IS LESS THAN ACUALLY NEEDED TO JUSTIFY AMOUNT						
18	06-25-13-10-0100	Paneling, hardboard, excluding furring or trim, tempered, 1/4" thick	S.F.	704.0000	$2.92	$2,055.68	RSM12FAC Grn, M, L, O&P	P
		SOFFIT TYPE 2 HARD BOARD						
		06 - Wood, Plastics, and Composites Total				**$54,936.22**		

07 - Thermal and Moisture Protection

19	07-05-05-10-2120	Selective demolition, thermal and moisture protection, roof edge, aluminum soffit and fascia	L.F.	375.0000	$0.81	$303.75	RSM12FAC L, O&P	P
20	07-05-05-10-2220	Selective demolition, thermal and moisture protection, roof edge, drip edge	L.F.	375.0000	$0.28	$105.00	RSM12FAC L, O&P	P
21	07-05-05-10-2620	Selective demolition, thermal and moisture protection, roof ventilation, louvered gable vent	Ea.	10.0000	$29.00	$290.00	RSM12FAC L, O&P	P
22	07-05-05-10-3125	Selective demolition, thermal and moisture protection, roofing, felt paper, #30 felt	Sq.	62.0755	$15.35	$952.86	RSM12FAC L, O&P	P
23	07-05-05-10-3170	Selective demolition, thermal and moisture protection, roofing, asphalt shingles, 1 layer	S.F.	6,076.0000	$0.67	$4,070.92	RSM12FAC L, O&P	P
24	07-21-16-20-0160	Blanket insulation for walls, kraft faced fiberglass, 6" thick, R19, 15" wide	S.F.	6,076.0000	$0.85	$5,164.60	RSM12FAC Grn, M, L, O&P	P
25	07-31-13-10-0150	Asphalt roof shingles, standard strip shingles, inorganic, class A, 210 to 235 lbs per square	Sq.	60.7592	$180.00	$10,936.66	RSM12FAC M, L, O&P	P
26	07-31-13-10-0825	Asphalt roof shingles, #30 felt underlayment	Sq.	60.7600	$21.50	$1,306.34	RSM12FAC M, L, O&P	P
27	07-46-23-10-3200	Wood board siding, wood, cedar bevel, A grade, 1/2" x 6"	S.F.	176.0000	$6.75	$1,188.00	RSM12FAC M, L, O&P	P
		CLOSEST DISCRIPTION TO MATCH 1"X6" TRIM GRADE CEDAR						
28	07-46-23-10-3800	Wood board siding, cedar, rough sawn, 1" x 4", A grade, natural	S.F.	24.0000	$6.90	$165.60	RSM12FAC M, L, O&P	P
29	07-71-23-10-4800	Downspouts, steel, galvanized, round, corrugated, 2" or 3" diameter, 28 gauge	L.F.	100.0000	$5.50	$550.00	RSM12FAC M, L, O&P	P

Estimator: Fred Lozano **Head Start**

07 - Thermal and Moisture Protection

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
		5 DOWN SPOUT FOR EACH SIDE NORTH AND SOUTH ONLY						
30	07-71-23-30-2400	Gutters, steel, galvanized, half round or box, 28 gauge, 5" wide, plain ONLY ON NORTH AND SOUTH SIDE	L.F.	228.0000	$9.75	$2,223.00	RSM12FAC M, L, O&P	P
31	07-71-43-10-0400	Drip edge, rake edge, ice belts, galvanized, mill finish, 5" wide GALVANIZED METL EDGING	L.F.	352.0000	$1.98	$696.96	RSM12FAC M, L, O&P	P
		07 - Thermal and Moisture Protection Total				**$27,953.69**		

08 - Openings

32	08-95-13-10-2500	Wall louvers, under eaves vent, aluminum, mill finish, 16" x 8" INSTALL SOFFIT VENTS AT EVERY 8 FEET	Ea.	42.0000	$14.40	$604.80	RSM12FAC M, L, O&P	P
		08 - Openings Total				**$604.80**		

09 - Finishes

33	09-05-05-10-0200	Selective demolition, ceilings, ceiling, drywall, furred and nailed or screwed	S.F.	6,076.0000	$1.15	$6,987.40	RSM12FAC L, O&P	P
34	09-05-05-10-2400	Selective demolition, ceilings, wood, plywood or wood fiberboard, 4' x 8' sheets	S.F.	6,460.0000	$0.77	$4,974.20	RSM12FAC L, O&P	P
35	09-29-10-30-2150	Gypsum board, on walls and ceilings, nailed or screwed to studs, 5/8" thick, on walls, fire resistant, taped and finished, level 4 finish DRY WALL FOR CEILING	S.F.	6,076.0000	$1.55	$9,417.80	RSM12FAC M, L, O&P	P
36	09-91-13-60-2600	Siding exterior, alkyd, oil base, texture 1-11 or clapboard, paint two coats, spray PAINT EXTERIOR SIDING TO MATCH EXISING BEST AS POSSIBLE.	S.F.	400.0000	$0.83	$332.00	RSM12FAC M, L, O&P	P
37	09-91-13-60-2600-8200	Siding exterior, for work over 12' high, from extension ladder, add (Modified using 09-91-13-60-8200)	S.F.	400.0000	$0.06	$24.00	RSM12FAC L, O&P	P
38	09-91-23-72-0840	Walls and ceilings, interior, concrete, drywall or plaster, latex, paint two coats, smooth finish, roller APPLY TWO COAT PAINT SYSTEM FOR NEW CEILING	S.F.	6,076.0000	$0.75	$4,557.00	RSM12FAC M, L, O&P	P
39	09-91-23-74-0240	Walls and ceilings, interior, zero voc latex, concrete, dry wall or plaster, latex, primer or sealer coat, smooth finish, roller APPLY ONE COAT PRIMER SYSTEM FOR NEW CEILING	S.F.	6,076.0000	$0.43	$2,612.68	RSM12FAC Grn, M, L, O&P	P
		09 - Finishes Total				**$28,905.08**		

26 - Electrical

40	26-05-05-50-5000	Electrical demolition, lighting, ballast, fluorescent fixture	Ea.	157.0000	$26.50	$4,160.50	RSM12FAC L, O&P	P

Estimator: Fred Lozano **Head Start**

26 - Electrical

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
41	26-05-05-50-5310	Electrical demolition, lighting, exit and emergency lighting, exit light	Ea.	9.0000	$26.50	$238.50	RSM12FAC L, O&P	P
		26 - Electrical Total				**$4,399.00**		

28 - Electronic Safety and Security

42	28-05-05-10-1210	Safety and security demolition, fire alarm horn and strobe light	Ea.	12.0000	$40.00	$480.00	RSM12FAC L, O&P	P
43	28-05-05-10-1240	Safety and security demolition, smoke detector	Ea.	25.0000	$27.50	$687.50	RSM12FAC L, O&P	P
		28 - Electronic Safety and Security Total				**$1,167.50**		

Alternates

44	Crew A-04	A-04 Crew - 2012 - RSMeans Standard Books O&P	Daily	40.0000	$1,543.20	$61,728.00	CUSTOM L, O&P	P

A-04 (2012 - RSMeans Standard Books)
Labor Hours: 24
Equip Hours: 0
Daily Hours: 24

Crew Details:
Code: CARP Description: Carpenters Qty: 2 Hourly: 67.85 Daily: 1085.6
Code: PORD Description: Painters, Ordinary Qty: 1 Hourly: 57.2 Daily: 457.6

Alternates Total **$61,728.00**

Estimate Grand Total **176,683.24**

HIDALGO COUNTY HEAD START

General Conditions		$	18,479.65
Roof Demolition		$	8,500.00
Interior Demolition		$	4,500.00
Installation of Roof System		$	74,859.97
Interior Ceiling Insulation		$	8,500.00
Ceiling 5/8 Gypsum Board		$	5,800.00
Fire Alarm		$	750.00
Electrical		$	6,500.00
Tape Float and Paint		$	13,140.00
Paint Exterior		$	1,200.00
HVAC Duct work		$	1,500.00
Plumbing		$	300.00
Equipment (Crane/Fork Lift)		$	6,500.00
		$	150,529.62
Mark Up	10.0%	$	15,052.96
		$	165,582.58
HCDE	4%	$	6,623.30
		$	172,205.89
Bond	3%	$	4,477.35
		$	176,683.24

Alpha Building Corporation

222 E Van Buren #501
Harlingen, TX 78559
956-622-3242 Fax 956-622-3102

Scope of Work Proposal

Delivery Order Work Proposal

For

Hidalgo County
Edinburg, TX 78539

Date: 06-20-12

Title: Hidalgo County Head Start Program
Palm View #3 Head Start Roof Repair
1208 Paula Drive Mission, TX

Project # 12-124 W.R. Hinojosa **Location: Edinburg, TX**

We are pleased to provide you with our proposal for the **Hidalgo County Head Start Program Palm View #3 Head Start Roof Repair** project. Please see accompanying scope of work. Alpha Building Corporation is extending this price to Hidalgo County under HCDE JOC RFP# 101030JC-HCDE State Wide.

If you have any questions concerning this proposal or we may be of assistance in any other way please don't hesitate to call on me. We look forward to working with you.

Warmest Regards,

Fred Lozano
956-343-1101

Description of Work

Project Cost: $176,683.24

Scope of Work

Demolition of existing roof system with trusses and interior sheetrock and dispose of building component, materials, equipment, and appurtenances required for new roof installation. Which includes removal of fire alarm, light fixtures, a/c registers, and duct work as needed. Install new joist and trusses as per specs, Fiber glass shingles over 30lb felt and 5/8" CDX ply wood. Ceiling insulation will be R19, ceiling 5/8 gypsum board, Tape, float, and paint new ceiling one color only. Reinstall light fixtures and provide duct work as required to match existing. Reinstall existing A/C registers, connect and test fire alarm system. Touch up exterior to match existing colors as best as possible.

Note: Work is to be completed to plans specifications provided by Hidalgo County and issued by Hinojosa Engineering stamped 3/28/2012 by W.R Hinojosa Job 12-124 Sheet No: C1, S1.1, S2.1, S2.2, S2.3, S3.1, S3.2, S4.1, S4.2, SD1.1, SD1.2.

Staging and Protection:

- Establish with the owner's direction an area for storage of materials and spoils.
- Provide protection to existing construction during all phases.
- Dispose of all construction spoils by dumpster or direct haul off.

Assumption:

Material and labor associated with unforeseen or unexpected conditions are not included with this scope of work and proposal. Any costs associated with unforeseen or unexpected conditions are above and beyond this scope of work and will incur additional cost above and beyond those proposed with this scope of work. Move will take place weather permitting

Exclusions:

- *Hazardous material surveys, work, and clearances are not included in this scope of work and are to be completed by others.*
- *Delay in project caused by owner, acts of god, or inclement weather*
- *Work not specified in plans*
- *Shoring as indicated in prints*
- *Site work*
- *Foundation/Pad work of any kind*
- *Concrete*
- *Plumbing*
- *Building Leveling*

Clarifications:

No work on change variances (orders) will be performed without written and documented authorized documentation.

General Assumptions:

- Hazardous material work or clean up is neither expected nor priced in this proposal.
- Special lead time equipment and materials.
- Interface with existing structure: *Yes*
- Possible disruption to building personnel and plans to minimize: Area to be inaccessible to general public during installation time of section.
- Outages: *None*
- Special training/Orientation Requirements: *None*
- Work to be performed during non-normal hours: *None*
- Outage Coordination: *Alpha supt. and Hidalgo County designates*
- Schedule Issues: *None*
- Special Issues: *None*
- Special Security Requirements:
- Significant Milestones: *None*
- Hazardous Materials: *None*

Quality Assurance Considerations: A pre-final inspection will be held 1 day prior to final completion date. Any items identified will be corrected before request for final inspection.

I. STAFFING PLAN:

A. Project Manager: *Fred Lozano*
B. Superintendent: *TBA*
C. Quality Control Coordinator:
D. Subcontractors:

II. PERMITS: To be provided by General Contractor and Transporter.

A. Demo:
B. Burning: Welding: Cutting:

SUBMITTAL REQUIREMENTS: TBD

III. CONSTRUCTIBILITY & VALUE ENGINEERING SUGGESTIONS:

None

Submitted By: Approved By:
Fred Lozano _____ *Date*_____

AI-32922 **Planning Department 17. A.**

CC REGULAR

Meeting Date: 07/03/2012

Department Head: Raul E. Sesin, P.E. **Submitted By:** Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval
a. Quintana Auto Parts Subdivision – Pct.1 (Ruben Perez)
b. Tijerina & Rios Subdivision – Pct.4 (Faustina Tijerina)

2. Preliminary Approval with Variance Request
a. Cantu Heights Subdivision – Pct.3 (Alfredo Cantu Jr.)
b. Santoy's Estates Subdivision – Pct.3 (Jose Luis Santoy)

3. Final Approval
a. Los Indios Estates Subdivision – Pct.1 (Kyndel W. Bennett)
b. Vallejo Subdivision – Pct.3 (Rosalinda Vallejo)
c. San Andres Subdivision – Pct.1 (Dalia Gonzales)

BACKGROUND

Attachments

Quintana Auto Parts; Preliminary
Quintana Auto Parts
Tijerina & Rios; Preliminary
Tijerina & Rios; Plat
Cantu Heights; Preliminary
Cantu Heights; Plat
Santoy's Estates; Preliminary
Santoy's Estates; Plat
Los Indios Estates; Final
Los Indios Estates; Plat
Vallejo; Final
Vallejo; Plat
San Andres; Final
San Andres; Plat

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	06/20/2012 03:03 PM
Olga Garza	Olga Garza	06/21/2012 04:01 PM
Purchasing Department	Angela Garcia	06/29/2012 05:38 PM

Form Started By: Nora Cavazos Started On: 06/20/2012 02:30 PM

Final Approval Date: 06/29/2012

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: Judge Ramon Garcia, County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: May 16, 2012

RE: **Quintana Auto Parts Subdivision – Pct. 1**
Preliminary Approval

Quintana Auto Parts Subdivision is a two (2) lot subdivision one commercial and one residential, located on the West side of Mile 1 ½ West Road, approximate ¼ mile North of Mile 11 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 December 19, 2011. The proposed subdivision lies within a Zone "X" (shaded) as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report, drainage detention will be achieved by onsite detention swales. The nearest drain ditch is approximate 2 miles south of subdivision development.

The proposed subdivision plat was submitted to, reviewed, and approved by Roy Gonzales, ROW Agent on February 21, 2012. The proposed subdivision plat will dedicate ten (10) feet on Mile 1 ½ West 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 Alfredo Guerra, and approved by the Hidalgo County Environmental Health Department.

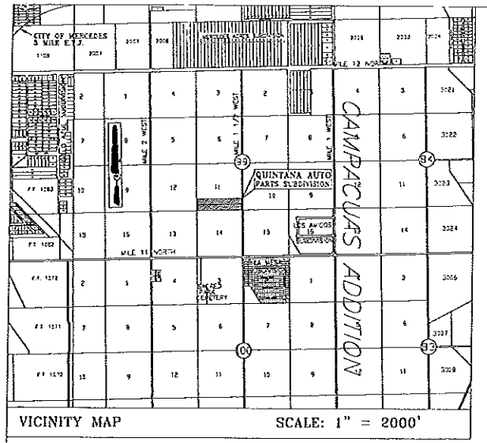
Water Services will be provided by North Alamo Water Supply Corporation. There is an existing four (4) inch waterline on Mile 1½ West Road that will serve as the primary source of water for the proposed development.

The proposed subdivision plat was reviewed by Ann Marie De La Fuente, Administrative Assistant on June 07, 2012. The proposed is less than one (1) acre and is not part of a larger common plan of development. Therefore, it will not need coverage under TPDES General Permit for Construction Activities (TXR150000).

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **June 19, 2012** subject to staff comments, future recommendations by Planning and other departments and the approval of the City of Mercedes.

QUINTANA AUTO PARTS SUBDIVISION

BEING 10 ACRES OF LAND, MORE OR LESS, AND BEING A PART OR PORTION OF LOT 11, BLOCK 99, CAMPACUAS ADDITION, HIDALGO COUNTY, TEXAS.



VICINITY MAP SCALE: 1" = 2000'

QUINTANA AUTO PARTS SUBDIVISION IS LOCATED WITHIN THE 5 MILE ETJ OF MERCEDES CITY LIMITS HIDALGO COUNTY, AT THE INTERSECTION OF MILE 11 NORTH AND MILE 1 1/2 WEST ROAD, TRAVELING NORTH ON MILE 1 1/2 WEST ROAD AND LEAVING MILE 11 NORTH, APPROXIMATELY 1320 FEET TO THE S.E. CORNER OF THIS SUBDIVISION LOCATED ON THE WEST R.O.W. OF MILE 1 1/2 WEST ROAD. BEING 10 ACRES OUT OF LOT 11, BLOCK 99 CAMPACUAS ADDITION, HIDALGO COUNTY, TEXAS.

OWNERS ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, RUBEN PEREZ, KNOWN AS OWNER OF THE 10.0 ACRE TRACT ENCOMPASSED WITHIN THE PROPOSED QUINTANA AUTO PARTS SUBDIVISION , 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 232.023 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS WEET, OR WILL WEET, THE MINIMUM STATE STANDARDS;

(B) SEWER CONNECTION TO THE LOTS OR SEPTIC TANKS WEET, OR WILL WEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS WEET, OR WILL WEET, THE MINIMUM STATE STANDARDS; AND

(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS WEET, OR WILL WEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE

RUBEN PEREZ DATE

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RUBEN PEREZ 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 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 _____DAY OF _____, 2011.

NOTARY PUBLIC _____ COUNTY, TEXAS

SIGNATURE

MY COMMISSION EXPIRES: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF QUINTANA AUTO PARTS 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 QUINTANA AUTO PARTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____.

ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

ENGINEER'S CERTIFICATE:

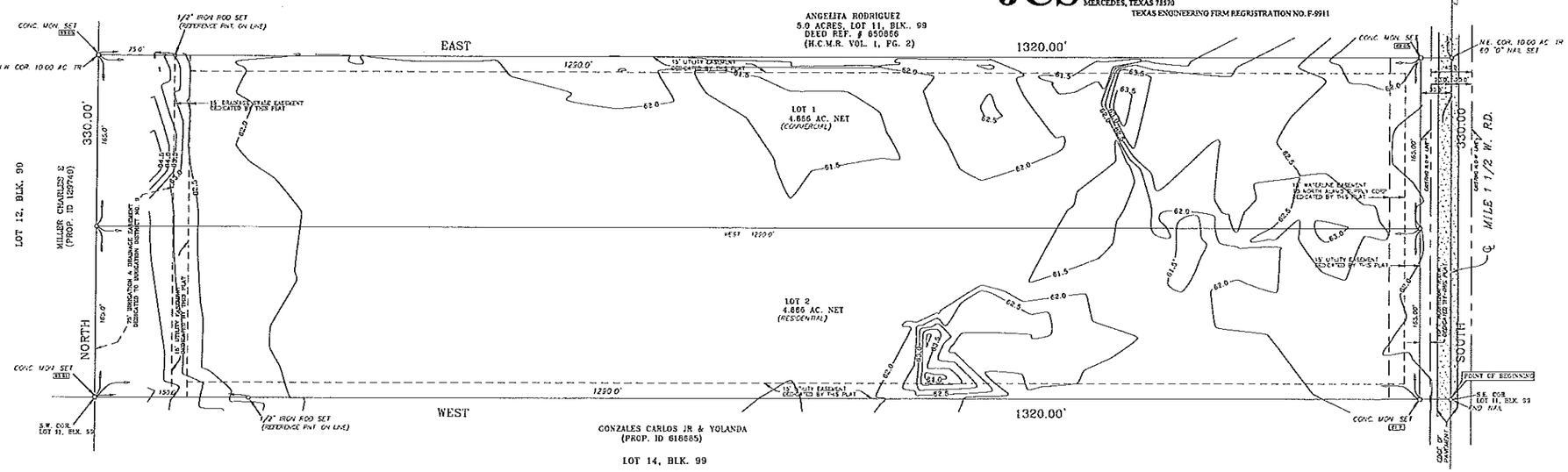
I, ROBERT L. CLOSNER, JR., A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT, TO THE BEST OF MY KNOWLEDGE.

ROBERT L. CLOSNER, JR., P.E. (DATE SIGNED)
REG. NO. 95579

JCS JIMMY CLOSNER & SONS CONSTRUCTION CO., INC.
PO BOX 170
MERCEDES, TEXAS 78570
TEXAS ENGINEERING FIRM REGISTRATION NO. F-9911

LEGEND

- □ CONCRETE MONUMENT WITH YELLOW PLASTIC CAP STAMPED "JNH 4203 RPLS" SET, UNLESS OTHERWISE NOTED
- 99.99 CONCRETE MONUMENT ELEVATION
- ○ 1/2" IRON ROD FND
- ○ 1/2"ø IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JNH 4203 RPLS" SET
- ⊙ PKD NAIL



HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

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 HIS ENGINEER TO MAKE THESE DETERMINATIONS

BY: DATE:

HIDALGO CAMERON COUNTY IRRIGATION DISTRICT NO. 9 CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9
DATED THIS____ DAY OF_____ 2012

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCCID NO. 9 RIGHT OF WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCCID NO.9. NOTE: IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAINAGE WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAINAGE WHEN THE LAND WAS IN AGRICULTURAL USE.

GENERAL MANAGER DATE

PLANNING AND ZONING

THE STATE OF TEXAS
CITY OF MERCEDES

I, UNDERSIGNED CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF MERCEDES, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN, PLANNING & ZONING

CITY OF MERCEDES
CERTIFICATE OF PLAT APPROVAL

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE QUINTANA AUTO PARTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY OF MERCEDES ON _____ DATE

MAYOR OF THE CITY OF MERCEDES DATE

ATTEST: SECRETARY OF THE CITY O MERCEDES DATE

COUNTY CLERK CERTIFICATION

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, _____, COUNTY CLERK OF THE HIDALGO COUNTY COURT IN AND FOR THE SAID COUNTY DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT DATED THE_____DAY OF_____, 2012, WITH THE CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE THE _____ DAY OF _____ 2012, AT ____O'CLOCK____, AND DULY RECORDED IN BOOK_____, SHEET (S)_____ PLAT RECORDS OF HIDALGO COUNTY AT____O'CLOCK ON THE ___ DAY OF_____, 2012

WITNESS MY HAND AND SEAL OF THE COUNTY COURT IN AND FOR SAID COUNTY, AT OFFICE IN EDINBURG, TEXAS. THE DAY AND YEAR LAST ABOVE WRITTEN

COUNTY CLERK OF HIDALGO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE QUINTANA AUTO PARTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON

DATE: _____

HIDALGO COUNTY JUDGE DATE:

ATTEST: _____
HIDALGO COUNTY CLERK DATE: _____

SURVEYORS CERTIFICATE

I, JUAN GARCIA, A REGISTERED PROFESSIONAL LAND SURVEYOR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE, HAVE BEEN MARKED WITH SUITABLE PERMANENT MONUMENTS OF THE SIZE AND TYPE NOTED, AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE NEAREST ORIGINAL SURVEY CORNER, AS SHOWN HEREON. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

JUAN GARCIA JR DATE

REGISTERED PROFESSIONAL LAND SURVEYOR # 4203

INDEX TO SHEET QUINTANA AUTO PARTS SUBSIVISION

1	LOCATION MAP AND ETJ, PRINCIPAL CONTACTS, PLAT WITH LOTS, STREETS, AND EASEMENT DESCRIPTION, 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, HCDD CERTIFICATION, IRRIGATION DISTRICT CERTIFICATE OF APPROVAL, ROW OF WAY CERTIFICATION, HCDD CERTIFICATION 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 VERSION), SAMPLE OF LOG BORE FOR OSSF SYSTEM, TYPICAL WATER SERVICE CONNECTION SLEEVE/CASER CERTIFICATE AND STATEMENT
3	DRAINAGE STRIP INCLUDING DESCRIPTION OF DRAINAGE AND HIGHWAY, SENSE IN S DEVELOPMENT MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION REVISION NOTES, TYPICAL NORTHERN SECTION, SLAB AND CUTTER SECTION VALLEY CUTTER SECTION

HIDALGO COUNTY GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION: ZONE "A"

ZONE "A" AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAIN. COMMUNITY-PANEL NO 480334 0450 C EFFECTIVE DATE: TO REFLECT LOMR DATED MAY 30, 2002.

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: 10 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER

3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. (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.

4. NO COMMERCIAL USE SHALL BE ALLOWED ON LOT 2.

5. GENERAL NOTE FOR COMMERCIAL LOTS:
LOT 1 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL LOT 1

IS FOR NON-RESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS A BUFFER FENCE IS REQUIRED TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTING RESIDENTIAL LOTS

APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

6. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY FINISHED POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION

7. BENCHMARK DISC P.O. No. AB0915 , LOCATED ON TOP OF A CONCRETE CULVERT HEADWALL ON THE NORTH R.O.W. 0.2 MILES EAST OF CAMERON-HIDALGO COUNTY LINE.
EL= 70.49

8. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 28.828 CUBIC-FEET (.81 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)

9. 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. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

10. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

11. EACH 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 SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

13. 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 SCHOOLS, 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.

14. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTI-FAMILY 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 HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE LOTTEN 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 OCCUPANCE A LOT

15. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

16. 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. ANCHORAGE OF SEPTIC TANK(S)
2. BLOCK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL

17. RUBEN PEREZ, THE OWNER & SUBDIVIDER OF QUINTANA AUTO PARTS SUBDIVISION, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO.2 OF THIS PLAT

18. ALL LOTS IN QUINTANA AUTO PARTS SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN QUINTANA AUTO PARTS SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF QUINTANA AUTO PARTS SUBDIVISION THEIR HEIRS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY LOCATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALE. 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 SWALE DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING QUINTANA AUTO PARTS SUBDIVISION) 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 (QUINTANA AUTO PARTS 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 (QUINTANA AUTO PARTS SUBDIVISION) ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAD 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.

19. DRIVEWAY CULVERTS WILL BE REQUIRED FOR DRIVEWAYS

METES & BOUNDS

METES AND BOUNDS DESCRIPTION OF 10.00 ACRE TRACT OF LAND OUT OF LOT 11, BLOCK 99, CAMPACUAS ADDITION, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 1, PAGE 2, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS AND SAID 10.00 ACRE TRACT BEING MORE PARTICULARLY LOCATED AND DESCRIBED AS FOLLOWS;

BEGINNING AT A NAIL FOUND ON THE CENTERLINE OF MILE 1½ W. ROAD SAID NAIL BEING THE SOUTHEAST CORNER OF LOT 11, AND BEING THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED,

THENCE, LEAVING THE CENTERLINE OF MILE 1½ W. ROAD AND THE SOUTHEAST CORNER OF LOT 11, DUE WEST, AT 30.00 FEET A CONCRETE MONUMENT SET ON THE WEST RIGHT-OF-WAY LINE OF MILE 1½ ROAD AND AT A TOTAL DISTANCE OF 1320.00 FEET TO A CONCRETE MONUMENT SET ON THE SOUTHWEST CORNER OF SAID LOT 11, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, ALONG THE WEST BOUNDARY LINE OF SAID LOT 11, DUE NORTH, A DISTANCE OF 330.00 FEET TO A CONCRETE MONUMENT SET, FOR THE NORTHWEST CORNER OF THIS TRACT,

THENCE, LEAVING THE WEST BOUNDARY LINE OF SAID LOT 11, DUE EAST, AT 1250.00 FEET A CONCRETE MONUMENT SET ON THE WEST RIGHT-OF-WAY LINE OF MILE 1½ W ROAD AND AT A TOTAL DISTANCE OF 1320.00 FEET TO A CO "D" NAIL SET ON THE CENTERLINE OF MILE 1½ W. ROAD AND THE EAST BOUNDARY LINE OF SAID LOT 11, FOR THE NORTHEAST CORNER OF THIS TRACT,

THENCE, ALONG THE CENTERLINE OF MILE 1½ W ROAD AND THE EAST BOUNDARY LINE OF LOT 11, DUE SOUTH, A DISTANCE OF 330.00 FEET TO THE PLACE OF BEGINNING, CONTAINING 10.00 ACRES OF LAND MORE OR LESS, INCLUSIVE ANY AND ALL EASEMENTS, RESTRICTIONS, EXCEPTIONS OR DISCREPANCIES THAT MAY BE OF RECORD

QUINTANA AUTO PARTS SUBDIVISION

BEING 10 ACRES OF LAND, MORE OR LESS, AND BEING A PART OR PORTION OF LOT 11, BLOCK 99, CAMPACUAS ADDITION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGE 2, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS

SCALE: 1" = 60'
AUG. 2011

NAME	ADDRESS	PHONE NUMBER / FAX NUMBER
OWNER: RUBEN PEREZ	13257 MILE 1/2 N. MERCEDES, TX 78570 HIDALGO COUNTY	956-255-6781
ENGINEER: ROBERT L CLOSNER JR	P.O. BOX 170 MERCEDES, TX 78570	956-565-2628 / FAX 565 0317
SURVEYOR: JUAN GARCIA JR	1201 E TYLER AVE HARLINGEN, TX 78550	956-423-1702 / FAX 423-1468

NO	SHEET	REVISION	DATE	APPROVE
		REVISE DRAINAGE DEPT COUNTY OF HIDALGO	12-12-11	

J N H
SURVEYING CO., LLC
(956) 423-1702
TEXAS REGISTRATION NO. 10128800
JOB NO. 246557

SHEET 1 OF 3

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: Judge Ramon Garcia, County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: May 16, 2012

RE: **Tijerina & Rios Subdivision – Pct. 4**
Preliminary Approval

Tijerina & Rios Subdivision is a one (1) lot subdivision located on the North side of Rogers Road approximately 380 feet west of Tower 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 November 11, 2011. The proposed subdivision lies within a Zone "X" (shaded) as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report, drainage detention will be achieved by onsite detention swales. The nearest drain ditch is approximate 2 miles south of subdivision development.

The proposed subdivision plat was submitted to, reviewed, and approved by J. Benito Rodriguez, ROW Agent on February 17, 2012. The proposed subdivision plat will dedicate twenty (20) feet on Rogers 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 Pablo F. Peña, 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 Rogers Road that will serve as the primary source of water for the proposed development.

The proposed subdivision plat was reviewed by Ann Marie De La Fuente, Administrative Assistant on June 07, 2012. The proposed is less than one (1) acre and is not part of a larger common plan of development. Therefore, it will not need coverage under TPDES General Permit for Construction Activities (TXR150000).

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **June 19, 2012** subject to staff comments and future recommendations by Planning and other departments.

SUBDIVISION PLAT OF
"TIJERINA & RIOS"

A 2.50 ACRE TRACT OF LAND OUT OF THE WEST 10.00 ACRES OF THE EAST 20.00 ACRES OF LOT 8 SECTION 252, TEXAS–MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS AS PER MAP THEREOF RECORDED IN VOLUME 2 PAGE 29 OF THE MAP RECORDS OF SAID COUNTY;

NOTE: BASIS OF BEARING, IS THE SOUTH LINE OF LOT 8 SECTION 252 TEXAS–MEXICAN RAILWAY CO SURVEY V. 2 P. 29 MAP RECORDS

LEGEND

F1 – FOUND 1/2" DIAMETER IRON ROD
FN – FOUND 60-d NAIL
FRRP – FOUND RAIL ROAD SPIKE
S – SET 1/2" DIAMETER IRON ROD
R.O.W. – RIGHT OF WAY
G-G- – GAS LINE (800) 284-6769
P-P- – POWER POLE LINE

PLAT NOTES AND RESTRICTIONS

1) THIS AREA IS IN FLOOD ZONE "X" (SHADED) AREAS OF MINIMUM FLOODING; COMMUNITY PANEL NUMBER 480334 0325 D MAP REVISED: JUNE 6, 2000 (LOMR MAY 17, 2001 ZONE "X" (SHADED) – AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.

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) MINIMUM BUILDING SETBACK LINES ARE AS FOLLOWS:
FRONT: 40.0 FEET SIDE: 15.00 FEET REAR: 30.0 FEET

3) NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED FOR TO OCCUPYING THE LOT.

4) MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18 INCHES ABOVE CENTERLINE OF ROAD OR 18 INCHES 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 ELEVATION. ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5) BM 1 – ELEVATION 78.62 N.G.V.D. 29 DATUM, DESCRIPTION: PK NAIL SET 3.44 FEET NORTH AND 69.21 FEET WEST FROM THE SOUTHEAST CORNER OF SUBJECT PROPERTY.

6) IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND MODEL SUBDIVISION RULES POLICIES AND REGULATIONS THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 1263 CUBIC FEET (0.03 ACRE FEET) OF STORM WATER RUNOFF.

7) ANY PERMANENT STRUCTURES SHALL BE ANCHORED 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) 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 HEIGHTS 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 SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10) 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 DESIGNATED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTIFAMILY USE.
   (B) THE LOT COMPLIES WITH THE MINIMUM 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 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 ASSORPTIVE DRAINFIELD SYSTEM.
   (E) APPROVED OSSF PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

11) A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITHIN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:
   (1) ANCHORING OF SEPTIC TANK(S)
   (2) BACK FLOW VALVES
   (3) SEPTIC TANK COVER SHALL BE ABLE TO SEAL

12) THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBD

13) LEONEL RIOS, THE OWNER & SUBDIVIDER OF "TIJERINA & RIOS SUBDIVISION" RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET 2 OF THIS PLAT.

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. 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) AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR SCHOOLS, COMMERCIAL INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PERMIT OR 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.

16) THE LOT IN "TIJERINA & RIOS SUBDIVISION IS HEREBY GRANTED AN DRAINAGE SWALE EASEMENT, WITH RESPECT TO SURFACE WATER RUN-OFF FROM THE LOT IN "TIJERINA & RIOS SUBDIVISION TO THE AREAS DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF "TIJERINA & RIOS THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE LOT COMPRISING "TIJERINA & RIOS BECAUSE AN ALTERNATE DRAINAGE SYSTEM CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING THE LOT IN "TIJERINA & RIOS. THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND THE LOT OWNER, THE ACCEPTANCE OF A DEED TO LOT IN "TIJERINA & RIOS 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 OFFICE RECORDS, HIDALGO COUNTY, TEXAS.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

"TIJERINA & RIOS SUBDIVISION IS WITHIN HIDALGO COUNTY EFFECNO. 1 AND IS LOCATED IN NORTHLY HIDALGO COUNTY ON THE NORTH SIDE OF ROGERS ROAD AND IS APPROXIMATELY 38300 FEET WEST OF TOWER ROAD. THE NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG) POPULATION 32,424 – 2010 CENSUS). "TIJERINA & RIOS SUBDIVISION IS WITHIN THE CITY OF EDINBURG ETJ

SCALE 1 = 10000'

RIGHT OF WAY EASEMENT TO NORTH ALAMO WATER SUPPLY CORPORATION

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 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 P/PELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WITH, THE CENTER LINE THEREOF BEING THE P/PELINE 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 IN THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AND FACILITIES AS 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 P/PELINE 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 APPROVED 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 HAS EXECUTED THIS THIS_____ DAY OF_____, 2012

_____
LEONEL RIOS

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED LEONEL RIOS AND MARIA PATRICIA RIOS KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCREED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO BE THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE_____ DAY OF _____, 2012

_____
NOTARY PUBLIC IN AND FOR
HIDALGO COUNTY, TEXAS

MY COMMISSION EXPIRES

_____

CITY OF EDINBURG
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.0009(c) AND § 212.0015(b)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE RIOS & TIJERINA SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG ON_____, 2012

_____ _____
MAYOR OF THE CITY OF EDINBURG DATE

ATTEST:

_____ _____
SECRETARY OF THE CITY OF EDINBURG DATE

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 THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
CHAIRMAN PLANNING COMMISSION DATE

LEGAL DESCRIPTION:

A 2.50 ACRE TRACT OF LAND OUT OF THE WEST 10.00 ACRES OF THE EAST 20.00 ACRES OF LOT 8, SECTION 252, TEXAS–MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS AS PER MAP THEREOF RECORDED IN VOLUME 2 PAGE 29 OF THE MAP RECORDS OF SAID COUNTY; SAID 2.50 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 8, THENCE WITH THE SOUTH LINE OF SAID LOT, THE CENTERLINE OF ROGERS ROAD, NORTH 80 – 55' WEST 380.00 FEET TO A CUT-D NAIL FOUND FOR THE SOUTHEAST CORNER HEREOF AND PLACE OF BEGINNING;

THENCE CONTINUING WITH SAID SOUTH LINE, NORTH 80 – 55' WEST 140.00 FEET TO THE SOUTHWEST CORNER HEREOF;

THENCE NORTH 09 – 05' EAST, AT 20.00 FEET SET A ONE-HALF (1/2) INCH DIAMETER IRON ROD, AT 40.00 FEET SET A ONE-HALF (1/2) INCH DIAMETER IRON ROD AT THE NORTH RIGHT OF WAY OF ROGERS ROAD, AT 777.86 FEET IN ALL TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD SET FOR THE NORTHWEST CORNER HEREOF;

THENCE WITH A SOUTH LINE OF MARCOS BARAJAS TRACT DESCRIBED IN DOCUMENT NUMBER 618252 OFFICIAL RECORDS, SOUTH 80 – 55' EAST 140.00 FEET TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD FOUND FOR THE NORTH-EAST CORNER HEREOF;

THENCE WITH A WEST LINE OF SAID BARAJAS' TRACT SOUTH 09 – 05' WEST, AT 737.86 FEET FOUND A ONE-HALF (1/2) INCH DIAMETER IRON ROD AT THE NORTH RIGHT OF WAY OF SAID ROAD, AT 757.86 FEET FOUND A ONE-HALF (1/2) INCH DIAMETER IRON ROD, AT 777.86 FEET IN ALL TO THE PLACE OF BEGINNING, CONTAINING TWO AND FIFTY HUNDREDTHS (2.50) ACRES, MORE OR LESS;

NOTES:

SHEET 1: HEADING, INDEX, LOCATION MAP AND ETJ, PRINCIPAL CONTACTS, MAP, LOT, STREET AND EASEMENT LAYOUTS, METES AND BOUNDS, SURVEYOR'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION, CITY APPROVAL CERTIFICATE, COUNTY APPROVAL CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, REVISION NOTES.

SHEET 2: FINAL ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTEWATER/OSSF AND ENGINEER'S CERTIFICATIONS (ENGLISH AND SPANISH VERSIONS) DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE AND ENGINEERING CERTIFICATION, REVISION NOTES.

STATE OF TEXAS
COUNTY OF HIDALGO

WE, LEONEL RIOS AND MARIA PATRICIA RIOS, OWNERS OF A 2.50 ACRE TRACT OF LAND ENCOMPASSED WITH THE PROPOSED "TIJERINA & RIOS SUBDIVISION", HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

WE, CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:
- (A) THE WATER QUALITY AND CONNECTIONS TO THE LOT 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 LOT 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 STANDARD.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____
LEONEL RIOS DATE

_____
MARIA PATRICIA RIOS DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED LEONEL RIOS AND MARIA PATRICIA RIOS PROVED TO ME THROUGH PER 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 PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____ DAY OF_____, 2012

_____
NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE "TIJERINA & RIOS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2012

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE "TIJERINA & RIOS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 2012

_____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE "TIJERINA & RIOS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 2012

_____
ENVIRONMENTAL HEALTH DIVISION MANAGER

THIS PLAT APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 ON THIS _____ DAY OF _____, 2012

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 THE HCID #1 RIGHT OF WAYS OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE HCID #1

_____ _____
PRESIDENT SECRETARY

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

COUNTY CLERK'S RECORDING CERTIFICATE:

I, _____, COUNTY CLERK OF HIDALGO, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK ON _____, 2012 AND WAS RECORDED IN BOOK _____ SHEET(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____ ON _____, 2012

_____
HIDALGO COUNTY CLERK

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT REPRESENTS THE FACTS FOUND ON THE GROUND AT THE TIME OF SURVEY.

_____ _____
PABLO PENA, II DATE OF SURVEY
R.P.L.S. No. 5942

I, THE UNDERSIGNED, A REGISTERED ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

_____ _____
PABLO F. PENA, JR. 09-20-2011
P.E. No. 94985 DATE OF PREPARATION

PRINCIPAL CONTACTS:

OWNER:	LEONEL RIOS	2810 RIOS PRIVATE RD. EDINBURG, Tx 78542
SURVEYOR	PABLO PENA, II	1001 A. ANTEANO, McALLEN, Tx 78501 PH: 956-682-6812 FX: 956-631-PENA
ENGINEER	PABLO F. PENA JR	1001 A. ANTEANO, McALLEN, Tx 78501 PH: 956-682-6812 FX: 956-631-7362

PENA ENGINEERING
POST OFFICE BOX 4320
McALLEN TEXAS 78502
OFFICE (956) 682-8812
FAX (956) 631-7362 TBE FIRM NUMBER F-4950

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: Judge Ramon Garcia, County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: May 16, 2012

RE: **Cantu Heights Subdivision – Pct. 3**
Preliminary Approval with a Variance Request

Cantu Heights Subdivision is a two (2) lot subdivision located on the South side of Mile 5 North Road (FM 676) approximate 650 feet west of Schuerbach 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 June 04, 2007. The proposed subdivision lies within a Zone "X" (shaded) as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report, drainage detention will be achieved by onsite detention swales. The nearest drain ditch is approximate 1 mile south of subdivision development.

The proposed subdivision plat was submitted to, reviewed, and approved by Jaime Salinas, ROW Agent on December 10, 2007. The proposed subdivision plat will dedicate twenty (20) feet on Mile 5 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 Aniceto Izaguirre, and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by Sharyland Water Supply Corporation. There is an existing two (2) inch waterline on Mile 5 North Road that will serve as the primary source of water for the proposed development.

The proposed subdivision plat was reviewed by Ann Marie De La Fuente, Administrative Assistant on June 07, 2012. The proposed is less than one (1) acre and is not part of a larger common plan of development. Therefore, it will not need coverage under TPDES General Permit for Construction Activities (TXR150000).

The developer is requesting a variance from the minimum lot width requirement in Chapter 2 Section 2.8 (B) of the Hidalgo County Model Subdivision Rules. The Lots should be 70 feet in width; however, the developer is proposing lots of 50 feet in width.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval with a Variance Request** on **June 19, 2012** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Mission.

PRINCIPAL CONTACTS:	ADDRESS	PHONE	FAX
OWNER: ALFREDO CANTU JR. AND JOSE ANGEL CANTU	1607 THOMPSON RD., MISSION, TX 78572-9659	(956) 585-5518	
ENGINEER: ROLANDO CRUZ	605 E. VIOLET AVE., STE. 5, MCALLEN, TX 78504	(956) 682-5022	(956) 682-5089
SURVEYOR: JESUS A. GARZA	3319 N. WARE STE. A, MCALLEN, TX 78501	(956) 687-8677	(956) 687-8641

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFREDO CANTU JR. AND JOSE ANGEL CANTU, OWNERS OF THE 3.73 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED CANTU HEIGHTS SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO THE 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 LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

ALFREDO CANTU JR. _____ DATE _____

JOSE ANGEL CANTU _____ DATE _____

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC ON THIS DAY PERSONALLY APPEARED ALFREDO CANTU JR. AND JOSE ANGEL CANTU PROVED TO ME THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO BEING BY ME FIRST DULY SWORN, DELEGATED THAT THE STATEMENTS THEREIN ARE 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, TEXAS

CITY OF MISSION
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 212.009(c) AND 212.0115(b)

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE CANTU HEIGHTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

ATTEST: _____ DATE _____ _____ DATE _____
MAYOR CITY OF MISSION — SECRETARY OF THE CITY OF MISSION

THIS PLAT OF CANTU HEIGHTS 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 _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CANTU HEIGHTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT _____, _____

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CANTU HEIGHTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, _____

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE S 232.028(a)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CANTU HEIGHTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, _____

_____ _____ ATTEST: _____ _____
HIDALGO COUNTY JUDGE — DATE — 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). THIS 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: _____
_____

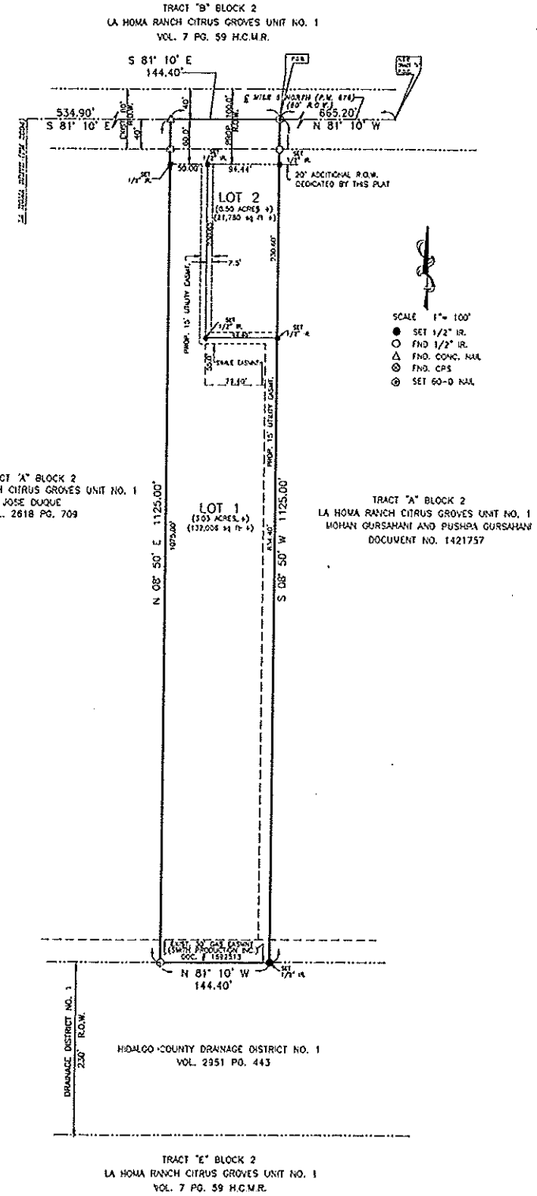
STATE OF TEXAS
COUNTY OF HIDALGO

I, JESUS A. GARZA, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF CANTU HEIGHTS SUBDIVISION WAS PREPARED FOR A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON FEBRUARY 20, 2007.

_____ _____
JESUS A. GARZA, R.P.L.S. NO. 4739 — DATE

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

_____
ROLANDO CRUZ, P.E. NO. 55459
CRUZ-HOGAN CONSULTING ENGINEERS



SUBDIVISION PLAT OF *CANTU HEIGHTS SUBDIVISION*

'MISSION, TEXAS'

BEING A 3.73 ACRE TRACT OF LAND,
OUT OF TRACT "A" BLOCK 2, OUT OF LA HOMA RANCH CITRUS GROVES,
UNIT 1 AS RECORDED IN VOLUME 7 PAGE 59 MAP RECORDS
OF HIDALGO COUNTY, TEXAS.

CRUZ—HOGAN Consultants, Inc.
Engineers • Planners • Consultants
Harlingen — 1221 E. Tyler, Suite A, Harlingen Tx 78550, office 425-8968 fax 423-5083
McAllen — 605 E. Violet Ave. Suite 5, McAllen Tx 78504, office 682-5022 fax 632-5089

J.A. Garza Associates, L.L.C.
3319 N. Ware Rd. Ste. "A"
McAllen, Texas 78501
(956) 687-8677
(956) 687-8641 fax

HIDALGO COUNTY IRRIGATION DISTRICT No. 8

1. ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO IRRIGATION DISTRICT No. 8, & 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) 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 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. 8 SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID SUBDIVISION IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION 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 OWNER OF THE PROPERTY TO INSTALL AND MAINTAIN SUCH NECESSARY FACILITIES.

DATED THIS THE _____ DAY OF _____, 2011

ATTEST: _____
PRESIDENT

_____
SECRETARY

METES AND BOUNDS DESCRIPTION OF CANTU HEIGHTS SUBDIVISION
(3.73 AC)

BEING A 3.73 ACRE TRACT OUT OF OF TRACT "A" BLOCK 2, OUT OF LA HOMA RANCH CITRUS GROVES UNIT NO. 1 IN HIDALGO COUNTY, TEXAS, AS RECORDED IN VOLUME 7 PAGE 59 MAP RECORDS IN HIDALGO COUNTY, TEXAS; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR REFERENCE AT THE NORTHEAST CORNER OF TRACT A; THENCE N 81°10' 00" W, WITH AND ALONG THE NORTH LINE OF TRACT "A" AND ALSO BEING THE CENTERLINE OF MILE 5 (FM 676) A DISTANCE OF 665.20 FEET TO A 60-D NAIL SET FOR THE NORTHEAST CORNER OF THIS DESCRIPTION FOR THE POINT OF BEGINNING;

THENCE, S 08°50'00" W, PARALLEL TO THE EAST LINE OF TRACT "A" A DISTANCE OF 40.00 FEET PASS THE EXISTING SOUTH RIGHT-OF-WAY LINE OF MILE 5, AND A TOTAL DISTANCE OF 1125.00 FEET TO A 1/2 INCH DIA. IRON ROD SET FOR THE SOUTHEAST CORNER;

THENCE, N 81°10' 00" W, WITH AND ALONG THE NORTH LINE OF H.C.D.D. No. 1, A DISTANCE OF 144.40 FEET TO A 1/2 INCH DIA. IRON ROD FOUND FOR THE SOUTHWEST CORNER;

THENCE, N 08°50'00" E, PARALLEL TO THE EAST LINE OF TRACT "A" A DISTANCE OF 1085.00 FEET PASS A 1/2 INCH DIA IRON ROD FOUND "A" THE EXISTING SOUTH RIGHT-OF-WAY LINE OF MILE 5 (FM 676) AND A TOTAL DISTANCE OF 1125.00 FEET TO A CONCRETE NAIL FOUND FOR THE NORTHWEST CORNER, AND ALSO BEING A POINT ON THE NORTHLINE OF TRACT "A";

THENCE, S 81°10' 00" E, WITH AND ALONG THE NORTH LINE OF TRACT "A" AND ALSO BEING THE CENTERLINE OF MILE 5 (FM 676), A DISTANCE OF 144.00 FEET TO A DISTANCE 60-D NAIL SET FOR THE NORTHEAST CORNER OF THIS DESCRIPTION FOR THE POINT OF BEGINNING;

SAID TRACT OF LAND CONTAINING 3.73 ACRES MORE OR LESS.

BASIS OF BEARING: FOUND 1/2 DIA. IRON ROD AT THE NORTHEAST CORNER OF LOT "A" AT N. 81° 10' 00" W 695.50 FEET EAST OF THE NORTHWEST CORNER OF LOT 1 CANTU HEIGHTS SUBDIVISION.

FILED FOR RECORD IN
HIDALGO COUNTY, TEXAS
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT: _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

CANTU HEIGHTS SUBDIVISION
DATE OF PREPARATION: FEB. 22, 2010

NO.	SHEET	REVISION	DATE	APPROVED

SHEET NO. 1 OF 3 SHEETS

INDEX TO SHEET OF CANTU HEIGHTS SUBDIVISION

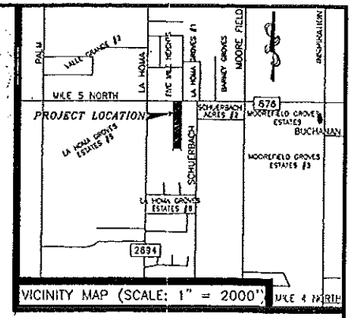
SHEET 1: HEADING INDEX; LOCATION MAP; AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; 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 OF PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; REVISION NOTES; ROW CERTIFICATE; HEALTH CERTIFICATE.

SHEET 2: ENGINEERING REPORT (ENGLISH AND SPANISH VERSION) INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SAMPLE OF LOG BORE FOR OSSF SYSTEM. TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER STATEMENT & CERTIFICATE. DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; AND ENGINEER'S CERTIFICATION; REVISION NOTES;

SHEET 3: WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, AND MAP OF TOPOGRAPHY AND DRAINAGE.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

CANTU HEIGHTS SUBDIVISION IS LOCATED IN MCALLEN HIDALGO COUNTY PRECINCT NO.3 AND 535' EAST OF LA HOMA ROAD & SOUTH OF MILE 5 AND APPROXIMATELY 5 MILES NORTH OF BUSINESS HWY. 83. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 77,058). CANTU HEIGHTS SUBDIVISION LIES APPROXIMATELY 2 MILES FROM THE CITY LIMITS AND WITHIN THE CITY'S FIVE MILE ETJ UNDER LOCAL GOVERNMENT CODE 5212.001



GENERAL PLAT NOTES:

1. BY GRAPHICAL PLOTTING THIS PROPERTY FALLS IN FLOOD ZONE "X" AS PER FEMA MAP: AREAS OF MINIMAL FLOOD NO. COMMUNITY PANEL NO. 480334 0290 D MAP REVISED: 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 0290 D MAP REVISED: 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 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. MINIMUM BUILDING SETBACK LINES ARE AS FOLLOWS:
   FRONT: 50' S MILE LINE ROAD (FM 676)
   SIDE: 6' OR GREATER FOR EASEMENT.
   REAR: 15' OR GREATER FOR EASEMENT.
3. MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
4. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 & HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF 6023 CUBIC-FEET PER LOT OR 0.139 ACRE-FEET OF STORM WATER RUNOFF PER LOT. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED BY UTILIZING SWALES AT LOT 1.
5. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
6. ALFREDO CANTU JR., AND JOSE ANGEL CANTU THE OWNERS & SUBDIVIDERS OF CANTU HEIGHTS 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.
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
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, & GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
9. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT
10. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL 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 PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
11. BENCHMARK: ELEV: 174.50
    FOUND CONC. NAIL AT NORTHWEST CORNER OF SUBDIVISION AT CENTERLINE OF MILE 5 ROAD
    VERTICAL DATUM IS NAVD 1988.
12. DRAINAGE SWALE EASEMENTS NOTE: NO FAL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH 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
13. ALL LOT CORNERS PI & PC SET WITH 1/2" IRON ROD OR AS NOTED.
14. 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.
15. A 6' BUFFER REQUIRED BETWEEN COMMERCIAL AND RESIDENTIAL ZONE/USE BY LOT OWNER.
16. 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
    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
    D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS 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.
17. DRAINAGE SWALES, DRIVEWAY ENTRANCES AND SAFETY ENDS WILL BE CONSTRUCTED AT BUILDING PERMIT STAGE.
18. TXDOT PERMITS FOR DRIVEWAY ARE REQUIRED FOR THIS SUBDIVISION LOT PRIOR TO CONSTRUCTION OF DRIVEWAY ACCESS ON TO F.M. 676 (S MILE LINE ROAD) AND THE ISSUANCE OF THE BUILDING PERMIT FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.
19. ALL LOTS IN CANTU HEIGHTS SUBD. ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN CANTU HEIGHTS SUBD. TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF CANTU HEIGHTS SUBD., THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINGE SWALES. THE COUNTY OF HIDALGO, TEXAS, AND THE HIDALGO COUNTY DRAINGE DISTRICT NUMBER 1 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 FROM DRAINAGE OF THE LOTS COMPRISING CANTU HEIGHTS SUBD. 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 CANTU HEIGHTS SUBD., 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 CANTU HEIGHTS SUBD. ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS/

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: Judge Ramon Garcia, County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: May 16, 2012

RE: **Santoy's Estates Subdivision – Pct. 3**
Preliminary Approval with a Variance Request

Santoy's Estates Subdivision is a one (2) lot subdivision located on the West side of Moorefield Road, approximate ¼ mile North of Mile 3 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 April 18, 2011. The proposed subdivision lies within a Zone "X" (un-shaded) as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report, drainage detention will be achieved by onsite detention swales. The nearest drain ditch is approximate 1 mile south of subdivision development.

The proposed subdivision plat was submitted to, reviewed, and approved by Victor Gallardo, ROW Agent on June 14, 2012. The proposed subdivision plat will dedicate fifteen (15) feet on Moorefield 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 Mission. There is an existing eight (8) inch sewer line on Moorefield Road that will serve as the primary source of sewer for the proposed development.

Water Services will be provided by Sharyland Water Supply Corporation. There is an existing six (6) inch waterline on Moorefield Road that will serve as the primary source of water for the proposed development.

The proposed subdivision plat was reviewed by Ann Marie De La Fuente, Administrative Assistant on June 07, 2012. The proposed is less than one (1) acre and is not part of a larger common plan of development. Therefore, it will not need coverage under TPDES General Permit for Construction Activities (TXR150000).

The developer is requesting a variance from the minimum lot width requirement in Chapter 2 section 2.8 (B) of the Hidalgo County Model Subdivision Rules. The Lots should be 70 feet in width; however, the developer is proposing lots of 55 feet in width.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **June 19, 2012** subject to staff comments, future recommendations by Planning and other departments and the approval of the City of Mission.

PRINCIPAL CONTACTS:	ADDRESS	PHONE	FAX
OWNER: JOSE LUIS SANTOY	813 W ISRAEL AVENUE, MISSION, TX	(956) 227-5307	
ENGINEER: ROLANDO CRUZ	605 E. VIOLET AVE., STE. 5, MCALLEN, TX 78504	(956) 682-5022	(956) 682-5089
SURVEYOR: JESUS A. GARZA	3319 N. WARE STE. A, MCALLEN, TX 78501	(956) 687-8677 (956) 687-8641	

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, JOSE LUIS SANTOY AND WIFE ESMERALDA REYNA OWNERS OF THE 1.2475 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SANTOY'S ESTATES SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO THE 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 LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

Jose Luis Santoy 8/30/11 — Esmeralda Reyna 8-30-11
JOSE LUIS SANTOY DATE — ESMERALDA REYNA DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC ON THIS DAY PERSONALLY APPEARED JOSE LUIS SANTOY AND ESMERALDA REYNA, PROVED TO ME THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO BEING BY ME FIRST DULY SWORN, DELEGATED THAT THE STATEMENTS THEREIN ARE 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 30th August 2011.

NOTARY PUBLIC, TEXAS

CITY OF MISSION
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 212.0115(f)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SANTOY'S ESTATES SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

ATTEST:

MAYOR OF CITY OF MISSION DATE 10-4-11 — SECRETARY DATE 10/4/11

THIS PLAT OF SANTOY'S ESTATES SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS THE 28th DAY OF Sept. 2011.

CHAIRMAN
PLANNING & ZONING COMMISSION
CITY OF MISSION, TEXAS

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SANTOY'S ESTATES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON

ATTEST: HIDALGO COUNTY CLERK

HIDALGO COUNTY JUDGE DATE — DATE

COUNTY CLERK'S RECORDING CERTIFICATE

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT: _____ AM/PM
INSTRUMENT NUMBER _____ OF MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SANTOY'S ESTATES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

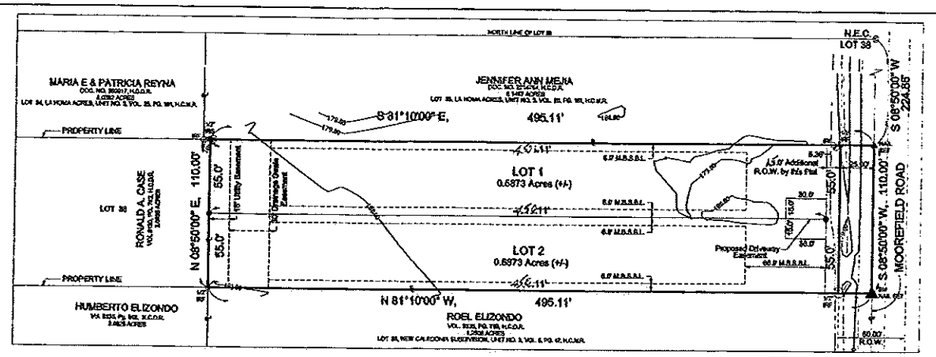
I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SANTOY'S ESTATES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE — 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). THIS 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, JESUS A. GARZA, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF SANTOY'S ESTATES SUBDIVISION WAS PREPARED FOR A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON FEBRUARY 28, 2010.

JESUS A. GARZA, R.P.L.S. NO. 4739 DATE 8-25-11

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

ROLANDO CRUZ, P.E. NO. 55459
CRUZ-HOGAN CONSULTANTS, INC. 8/31/11

STATE OF TEXAS — JESUS A. GARZA — 4739 — REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS — ROLANDO CRUZ — 55459 — REGISTERED PROFESSIONAL ENGINEER

SUBDIVISION PLAT OF SANTOY'S ESTATES SUBDIVISION

A 1.2475 acre tract of land, out of Lot 38
New Caledonia Unit 3 Subdivision

METES AND BOUNDS DESCRIPTION:

Being a 1.2475 acre tract of land, out of Lot 38, New Caledonia Unit 3, as recorded in Volume 6 Page 47 map records of Hidalgo County, Texas; Said tract of land being more particularly described by metes and bounds as follows.

COMMENCING for reference at the Northeast Corner of Lot 38, **THENCE,** S 08° 50' 00" W with and along the east line of Lot 38, and also being the centerline of Moorefield Road, a distance of 224.86 feet to a 60- d nail set for the Northeast Corner of this tract and **POINT OF BEGINNING;**

THENCE, S 08° 50' 00" W, continuing on the same line, a distance of 110.00 feet to a 60-d nail set for the Southeast Corner;

THENCE, N 81° 10' 00" W, parallel to the South line of Lot 38, a distance of 25.00 feet passing a one-half (½) inch diameter iron rod found at the West Right-Of-Way line of Moorefield Road and a total distance of 495.12 feet to a half (½) inch diameter iron rod found for the Southwest Corner;

THENCE, N 08° 50' 00" E, parallel to the east line of Lot 38, a distance of 110.00 feet to a half (½) inch diameter iron rod set for the Northwest Corner;

THENCE, S 81° 10' 00" E, parallel to the South line of Lot 38, a distance of 470.12 feet passing a half (½) inch diameter iron rod found at the existing West Right-Of-Way line of Moorefield Road (50.0') and a total distance of 495.12 feet to a 60-d nail set for the Northeast Corner and **THE POINT OF BEGINNING;**

Said tract of land containing 1.24750 acres more or less.

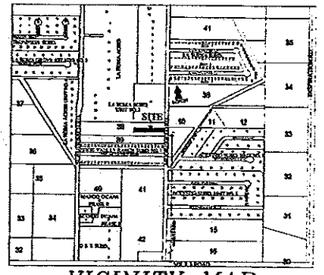
Basis of Bearing: (S 08° 50' 00" W) found a 60-d nail at the Northeast Corner of Lot 41, and a 60-d nail found at the Southeast Corner of Lot 38;

THIS PLAT IS HEREBY APPROVED BY IRRIGATION DISTRICT NO. 6 SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID SUBDIVISION IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION 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 OWNER OF THE PROPERTY TO INSTALL AND MAINTAIN SUCH NECESSARY FACILITIES.

DATED THIS THE 13th DAY OF Sept. 2011.

ATTEST: PRESIDENT — SECRETARY Director

NO.	SHEET	REVISION	DATE APPROVED



VICINITY MAP

SCALE: 1" = 1000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

SANTOY'S ESTATES SUBDIVISION IS LOCATED MIDDLE HIDALGO COUNTY PRECINT NO. 3 ON THE WEST SIDE OF MOORFIELD ROAD & 0.93 MILE NORTH OF MILE 3 ROAD AND APPROXIMATELY THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF MISSION (POP. 77,058) SANTOY'S ESTATES SUBDIVISION LIES APPROXIMATELY 2 MILES FROM THE CITY LIMITS WITHIN THE CITY'S TWO MILE ETJ UNDER LOCAL GOVERNMENT CODE § 8.021

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) 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 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.

GENERAL PLAT NOTES:

1. BY GRAPHICAL PLOTTING THIS PROPERTY FALLS IN FLOOD ZONE "X" AS PER FEMA MAP: AREAS OF MINIMAL FLOODING, COMMUNITY PANEL NO. 480334 0290 D MAP REVISED: 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 0400 C MAP REVISED: NOVEMBER 15, 1982 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATION DENTIFIES 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. MINIMUM BUILDING SETBACK LINES ARE AS FOLLOWS:
FRONT: 60.0 FEET AT MOOREFIELD ROAD.
SIDE: 6.0 FEET
REAR: 40.0 FEET OR GREATER FOR EASEMENT.
3. MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTER LINE OF STREET OR 8" 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 RE QUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
4. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 & HIDALGO COUNTY REGULEMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 1983 CUBIC-FEET PER LOT OR 0.026 ACRE-FEET OF STORM WATER RUNOFF PER LOT. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED BY UTILIZING SWALES AT THE REAR OF EACH LOT.
5. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
6. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
7. 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, & GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
8. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
9. BENCHMARK: ELEV. 160.39
SET IN NAIL AT SOUTHEAST CORNER OF SUBDIVISION AT CENTERLINE OF MOORFIELD ROAD
VERTICAL DATUM IS NAVD 1988 REFERENCED TO CITY OF MCALLEN BENCH MARK NO. 44
10. 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, 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
11. ALL LOT CORNERS IR & IPC SET WITH 1/2" IRON ROD OR AS NOTED.
12. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT, THE OFFICE OF ENVIRONMENTAL COMPLIANCE AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
13. 5' SIDEWALK REQUIRED ON MOOREFIELD BY LOT OWNER.
14. THE PROPERTY COVERED BY THIS SUBDIVISION PLAT IS SUBJECT TO THAT ON CERTAIN COVENENT AGAINST REAL PROPERTY BETWEEN JOSE LUIS SANTOY & ESMERALDA REYNA AND THE CITY OF MISSION EXECUTED ON 3-26-2008 AND RECORDED IN THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.
15. ALL LOTS IN SANTOY'S ESTATES SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN SANTOY'S ESTATES SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF SANTOY'S ESTATES 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, AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 MAY ENFORCE THIS PLAT NOTE BY INJUCTION 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 FROM DRAINAGE OF THE LOTS COMPRISING SANTOY'S ESTATES SUBDIVISION 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 SANTOY'S ESTATES 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 SANTOY'S ESTATES 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.
16. Lots 1 & 2 shall not have independent driveways and must use the common access easement as their shared driveway.
17. Property owners will be responsible to pay for their portion of Moorefield Roads improvements at the time of widening of the road.

INDEX TO SHEET OF SANTOY'S ESTATES SUBDIVISION

SHEET 1: HEADING INDEX; LOCATION MAP; AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYORS AND ENGINEER'S CERTIFICATION PLAT NOTES AND RESTRICTIONS; OWNERS 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 OF PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; REVISION NOTES; ROW CERTIFICATE; HEALTH CERTIFICATE.

SHEET 2: ENGINEERING REPORT (ENGLISH AND SPANISH VERSION) INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SAMPLE OF LOG BOOKS FOR OSSF SYSTEM; TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER STATEMENT & CERTIFICATE. DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; AND ENGINEER'S CERTIFICATION; REVISION NOTES;

SHEET 3: WATER DISTRIBUTION AND SANITARY SEWER MAP, AND MAP OF TOPOGRAPHY AND DRAINAGE.

DRAWN BY: SA	DATE DRAWN:	08/11/2010	LEGEND:
CHECKED BY: JG	DATE CHECKED:		
REVISIONS:			
1 CITY AND COUNTY CORRECTIONS	DATE:	07/01/2011	
2	DATE:		
3	DATE:		
SCALE: 1" = 50'			SHEET NO.:
100 50 0 50 100			1 of 3

● SET 1/2" IR
○ FND 1/2" IR
⊕ REFERENCE POINT
△ FND. PK NAIL
⊗ FND. CPS
▲ SET 60-d NAIL
M.S.B.S.L. Minimum Building Setback Line

NORTH ARROW

PREPARED AND SURVEYED BY:

J.A GARZA ASSOCIATES, L.L.C.
3319 N WARE ROAD, SUITE "A"
McALLEN, TX 78501
PH: (956) 687-8677
FAX: (956) 687-8641
R.P.L.S. REGISTRATION NO. 4739

ENGINEERS:

CRUZ—HOGAN Consultants, Inc.
Engineers • Planners Consultants
Harlingen • McAllen
1221 E. Tyler, Suite A
Harlingen Tx 78550
office 425-8968 fax 423-5083
605 E. Violet Ave. Suite 5
McAllen Tx 78504
office 682-5022 fax 682-5089
ENGINEER'S REGISTRATION NO. 55459

PROJECT NAME:

SANTOY'S ESTATES SUBDIVISION

PROJECT LOCATION:

A 1.2475 ACRE TRACT OF LAND, OUT OF LOT 38
NEW CALEDONIA UNIT 3 SUBDIVISION

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: Judge Ramon Garcia, County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: June 20, 2012

RE: **Los Indios Estates Subdivision – Pct. 1**
Final Approval

Los Indios Estates Subdivision is a thirty (30) lot subdivision located on the North side of Sioux Road approximate 800 feet West of Hutto Rd.

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 February 13, 2012. The proposed subdivision lies within a Zone "C" (Un-shaded) as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report, drainage detention will be achieved by onsite detention swales and by storm drainage pipe system discharging into the Donna Irrigation Drain ditch adjacent to the north property line.

The proposed subdivision plat was reviewed and approved by Roy Gonzales, ROW Agent on February 10, 2012. The proposed subdivision plat will dedicate ten (10) feet on Sioux Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

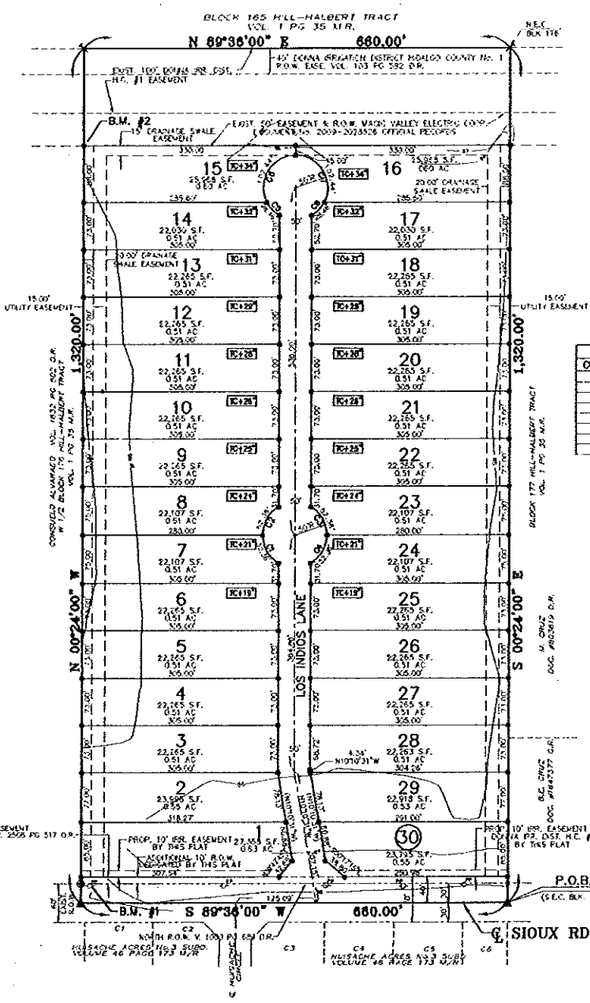
Sanitary Sewer Services will be provided by OSSF. All septic tanks have been installed and inspected by The Hidalgo County Environmental Health Department. An approval letter was issued by Elizardo "Chardo" Ramos, Environmental Health Division Manager on May 29, 2012.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Sioux Rd. that will serve as the primary source of water for the proposed development.

The proposed subdivision plat was submitted to, reviewed by Oscar Salinas; HCOEC Inspector on February 13, 2012. The applicant has submitted the required Large Construction Site Notice or NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioners Court on March 20, 2012. 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 **June 19, 2012.**



SCALE: 1"=100'

LEGEND	
▲	SPINDLE SET
●	1/2 INCH IRON ROD SET
○	1/2 INCH IRON ROD FOUND
↗	NO CORNER SET/FOUND, INSIDE IRR. CANAL
⊗	1/2 FOUND FENCE POST

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD
C1	52.36	50.00	60°00'00"	28.87	50.00
C2	52.36	50.00	60°00'00"	28.87	50.00
C3	52.36	50.00	60°00'00"	28.87	50.00
C4	52.36	50.00	60°00'00"	28.87	50.00
C5	28.16	50.00	32°16'18"	14.63	28.08
C6	102.44	50.00	117°23'18"	82.21	85.44
C7	102.44	50.00	117°23'18"	82.21	85.44
C8	28.16	50.00	32°16'18"	14.63	28.08

GENERAL PLAT NOTES:

1. MINIMUM FINISH FLOOR ELEVATION SHALL BE AT 18" ABOVE THE CENTER LINE(CL) OF THE ROAD WHEN MEASURED AT THE CENTER POINT OF ALL THE LOTS OR AS NOTED ON THE PLAT. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PITS 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.
2. THIS SUBDIVISION IS LOCATED IN ZONE "C" (AREAS OF MINIMAL FLOODING-NO SHADING) 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.
4. B.M. #1 = ELEV. 33.55 (NAVD 1988): A NAIL IN AN EXIST. POWER POLE. AT THE S.W. OF THIS SUBDIVISION.

   B.M. #2 = ELEV. 35.64 (NAVD 1988): TOP OF THE IRON ROD SET AT THE N.W. CORNER OF LOT 15.
5. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
   NO MORE THAN ONE SINGLE-FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS (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. ONLY LOTS 1 AND 30 ARE ALLOWED FOR POSSIBLE COMMERCIAL USE, AND THE OFF-STREET PARKING LOT SITE PLAN IS REQUIRED. NO COMMERCIAL USE SHALL BE PERMITTED, NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 2 THRU 29.
6. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18" MATURE HEIGHT, GROUND COVER, GRASS FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
7. 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.
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 SURFACE TO MARK THE 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 38,926 CUBIC-FEET/ 0.91 ACRE-FEET OR 1,245 CUBIC FEET PER LOT) OF STORM WATER RUNOFF. DRAINAGE DETENTION 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 REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
13. KYNDEL W. BENNETT , THE OWNER & SUBDIVIDER OF LOS INDIOS 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.

    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 CERTIFIED 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, BUILDINGS, 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 LOS INDIOS 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 LOS INDIOS ESTATES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____

_____ _____
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER — 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

17. A 6' CHAIN-LINKED FENCE TO BE INSTALLED BY THE DEVELOPER AT THE TIME OF DEVELOPMENT ALONG THE NORTH SIDE OF LOTS 15 AND 16.
18. ALL LOTS IN LOS INDIOS ESTATES ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN LOS INDIOS ESTATES TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF LOS INDIOS ESTATES, THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESCRIBED 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 LOS INDIOS ESTATES BECAUSE AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN LOS INDIOS ESTATES, 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 LOS INDIOS ESTATES AS 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.
19. NO ACCESS SHALL BE ALLOWED FROM SIOUX ROAD OUTO LOTS 1 & 30 UNLESS SAID LOTS ARE FOR COMMERCIAL USE ONLY. IF THE AFOREMENTIONED LOTS ARE UTILIZED FOR COMMERCIAL USE, THEN THE LOT OWNER SHALL BE REQUIRED TO INSTALL A BUFFER FENCE ABUTTING ALL RESIDENTIAL LOTS.

METES AND BOUNDS

THE EAST 20 ACRES OF BLOCK 176, HILL-HALBERT TRACT OUT OF EL GATO AND LA BLANCA GRANTS, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 1 PAGE 35 MAP RECORDS OF HIDALGO COUNTY, TEXAS SAID EAST 20 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A COTTON PICKER SPINDLE SET AT THE SOUTHEAST CORNER OF TRACT 176 FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE SOUTH 89°36'00" WEST, WITH THE SOUTH LINE OF SAID BLOCK 176, A DISTANCE OF 660.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE SOUTHWEST CORNER OF THIS TRACE OF LAND;

THENCE NORTH 00°24'00" WEST, AT 30.00 FEET FOUND A FENCE POST AND PASS THE NORTH RIGHT-OF-WAY LINE OF SIOUX ROAD, AT 1,320.00 FEET PASS A 1" IRON ROD SET AT THE SOUTH LINE OF A 50 FOOT M.V.E.C. EASEMENT, AT 1,320.00 FEET IN ALL TO THE NORTH LINE OF SAID TRACT 176, FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 89°36'00" EAST, WITH SAID NORTH LINE, A DISTANCE OF 660.00 FEET TO THE NORTHEAST CORNER OF TRACT 176 FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 00°24'00" EAST, WITH THE EAST LINE OF SAID TRACT 176, AT 1500 FEET PASS A 1" IRON ROD SET AT THE SOUTH LINE OF SAID M.V.E.C. EASEMENT AT 1,320.00 FEET PASS A ½" I.R. FOUND FOR THE NORTH RIGHT-OF-WAY LINE OF SIOUX ROAD, AT 1,320.00 FEET IN ALL 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 lay thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement hereto 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 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 evidence of title grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this ___ day of _____, 20___.

KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA, TX 78558

STATE OF TEXAS
COUNTY OF HIDALGO

THIS SUBDIVISION PLAT OF LOS INDIOS 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
LOS INDIOS ESTATES
SUBDIVISION

THE EAST 20 ACRES OF BLOCK 176, HILL-HALBERT TRACT OUT OF EL GATO AND LA BLANCA GRANTS, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 1 PAGE 35 MAP RECORDS OF HIDALGO COUNTY, TEXAS

PREPARED BY: K K ENGINEERING CONSULTANT
DATE: JANUARY, 2012

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE BOY VENTURES LTD.,

AS OWNER OF THE 20.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LOS INDIOS ESTATES SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT;

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____
OWNER, KYNDEL W. BENNETT, PRESIDENT
SME BOY VENTURES, LTD.; A TX. L.P.; BY: BENNETT-FLORES INVESTMENTS, CO., LLC A TX. L.L. CO.; & ITS: GENERAL PARTNER
P.O. BOX 365
LA BLANCA, TX 78558

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED, KYNDEL W. BENNETT KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____DAY OF_____20 _____.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES

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 § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the LOS INDIOS 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, KAMBIZ S. KHADEMI, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____
KAMBIZ S. KHADEMI, P.E.
REG. PROFESSIONAL ENGINEER No. 57767
5-24-12

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 LOS INDIOS ESTATES SUBDIVISION WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

_____ _____
JOSE MARIO GONZALEZ — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5571
RIO DELTA SURVEYING
24583 FM88
MONTE ALTO, TX 78538

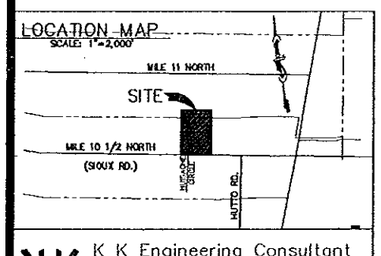
LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

LOS INDIOS ESTATES IS LOCATED APPROX. 800' WEST OF HUSTO RD. ON THE NORTH SIDE OF SIOUX RD.
THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA, ACCORDING TO THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF DONNA(POPULATION 13,458) AND HIDALGO COUNTY PLANNING DEPARTMENT. THIS SUBDIVISION LIES IN A 1 1/2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF DONNA. LOCAL GOVERNMENT CODE 212.001 SPECIFIC. No. 1.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	KYNDEL W. BENNETT, BENNETT-FLORES INVESTMENTS, LLC	P.O. BOX 365	LA BLANCA 78558	(956) 464-4831	(956) 464-2597
ENGINEER:	KAMBIZ S. KHADEMI, P.E.	410 E. DOVE AVE.	MCALLEN 78504	(956) 630-2125	(956) 630-2213
SURVEYOR:	JOSE MARIO GONZALEZ, R.P.L.S.	24583 FM88	MONTE ALTO 78538	(956) 380-5154	(956) 380-5156

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 3412 — McALLEN, TEXAS 78502
(956) 630-2125 — FAX (956) 630-2219

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Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: Judge Ramon Garcia, County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: June 20, 2012

RE: **Vallejo Subdivision – Pct. 3**
Final Approval

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 Peñitas 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 04, 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, drainage detention will be achieved by onsite detention swales.

The proposed subdivision plat was reviewed and approved by Roy Gonzales, ROW Agent on August 05, 2011. The proposed subdivision plat will dedicate ten (11.5) feet on Un-Named County Road. Volcano Road is in accordance with the Hidalgo County Thoroughfare Plan no additional right of way dedication by plat will be required.

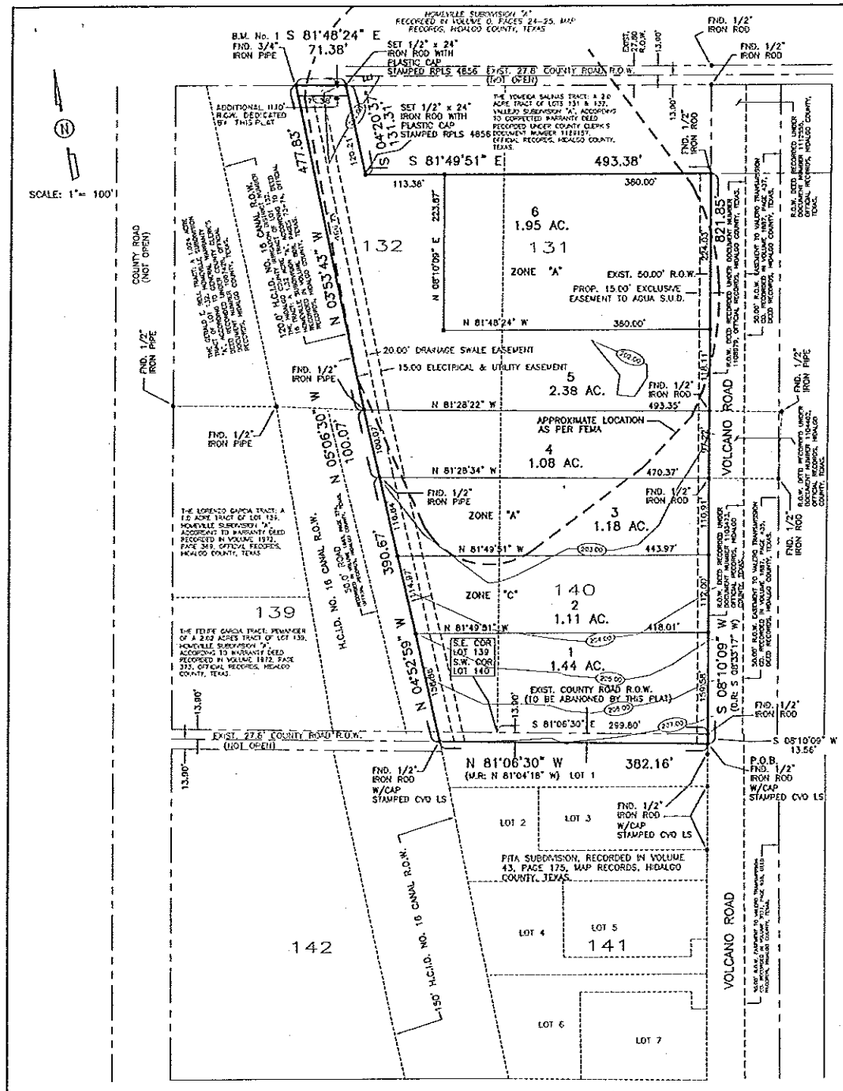
Sanitary Sewer Services will be provided by OSSF. All septic tanks have been installed and inspected by The Hidalgo County Environmental Health Department. An approval letter was issued by Elizardo "Chardo" Ramos, Environmental Health Division Manager on June 13, 2012.

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 received Preliminary Approval from the Hidalgo County Commissioners Court on August 22, 2011 with a variance request. The Variance was to waive a Letter of Map Amendment or Letter of Map Revision from FEMA. 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 Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **June 19, 2012.**



INDEX OF SHEETS

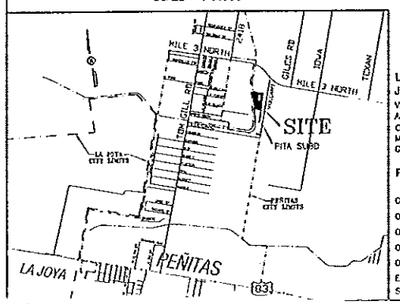
SHEET 1.- HEADING INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S & ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION CERTIFICATION, ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; H.C. R.O.W. AND HEALTH CERTIFICATE; HIDALGO COUNTY IRRIGATION DISTRICT No. 16 CERTIFICATE; AQUA S.U.D. CERTIFICATE; H.C.I.D. No. 1 CERTIFICATE; 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; REVISION 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-203.0)

AND

FLOOD ZONE DESIGNATION: ZONE "C"
AREAS OF MINIMAL FLOODING. (NO SHADING)

COMMUNITY-PANEL NUMBER 480334 0400 C
EFFECTIVE DATE: NOVEMBER 16, 1982

2.- GENERAL NOTE FOR SINGLE FAMILY RESIDENCE
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEED AND CONTRACTS FOR DEEDS. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL THE LOTS (ANY OTHER NON RESIDENTIAL 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 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 PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS.
AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

4.- LEGEND • - DENOTES 1/2" IRON ROD SET 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'
FRONT VOLCANO ROAD	50.00'
SIDE	6.00'
SIDE ABUTTING STREET	10.00'
OR TO EASEMENT LINE WHICHEVER IS GREATER	
REAR	35.00'
OR TO EASEMENT LINE WHICHEVER IS GREATER	

7.- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8.- 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 15,145.71 CUBIC - FEET (0.37 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.

9.- 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.

10.- BENCHMARK No. 1-ELEV.= 203.30 FOUND 3/4" IRON PIPE LOCATED AT NORTHWEST CORNER OF PROPOSED SUBDIVISION.
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.- 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 EVALUATOR 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.

15.- IF THE PURCHASER(S) OF LOT REQUIRES A COMMERCIAL LOT AND SUBSEQUENTLY DETERMINES THAT A LARGER METER IS REQUIRED, THEN THE LUE 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).

16.- THE RESIDENTIAL LOTS (1 THRU 6) SHOULD REFLECT SERVICE BY A ¾" METER.

17.- 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.

GUADALUPE CALDERON, ROSALINDA VALLEJO, LINO VALLEJO, RACHEL HINOJOSA & RICARDO GARCIA

18.- 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. 2 OF THIS PLAT.

19.- 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.

20.- SIDEWALKS WILL NOT BE REQUIRED BY THIS PLAT

21.- 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" AREAS. LOT OWNERS OF VALLEJO 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 VALLEJO SUBDIVISION BECAUSE OF 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 VALLEJO 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 VALLEJO 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.

22.- A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED IN 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.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

VALLEJO SUBDIVISION, IS LOCATED IN WEST HIDALGO COUNTY, 1267' 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 4,403). VALLEJO SUBDIVISION, LIES APPROXIMATELY 0.25 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

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	GUADALUPE CALDERON	3005 VOLCANO ROAD	PENITAS, TEXAS 78576	(956) 271-3717	
OWNER:	ROSALINDA VALLEJO	P.O. BOX 181	PENITAS, TEXAS 78576	(956) 271-3717	
OWNER:	LINO VALLEJO	P.O. BOX 181	PENITAS, TEXAS 78576	(956) 271-3717	
OWNER:	RICARDO GARCIA	P.O. BOX 743	PENITAS, TEXAS 78576	(956) 271-3717	
OWNER:	RACHEL HINOJOSA	P.O. BOX 732	PENITAS, TEXAS 78576	(956) 271-3717	
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

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 1683, 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 1683, PAGE 274, WARRANTY DEED RECORDED IN VOLUME 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 CVO 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 PITA SUBDIVISION (RECORDED IN VOLUME 43, PAGE 175, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT, SAID ROD BEARS S 81°06'30" E, 299.80 FEET AND S 08°10'09" W, 13.56 FEET FROM THE SOUTHWEST CORNER OF LOT 140.

THENCE: N 81°06'30" W (MAP RECORD: N 81°04'18" W), ALONG THE CENTERLINE OF SAID ABANDONED 27.80 FOOT COUNTY ROAD AND THE NORTH LINE OF PITA SUBDIVISION, A DISTANCE OF 382.16 FEET TO A 1/2" IRON ROD WITH CAP STAMPED CVO LS FOUND FOR THE NORTHWEST CORNER OF PITA SUBDIVISION AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE: N 04°52'59" W, ALONG THE EAST LINE OF A FIFTY FOOT ROAD (RECORDED IN VOLUME 1683, PAGE 274, OFFICAL RECORDS, HIDALGO COUNTY, TEXAS), A DISTANCE OF 390.67 FEET TO A 1/2" IRON PIPE FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE: N 05°06'30" W, ALONG THE EAST LINE OF SAID 50.00 FOOT ROAD, A DISTANCE OF 100.07 FEET TO A 1/2" IRON PIPE FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE: N 03°53'43" W, ALONG THE EAST LINE OF A 120.00 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 477.83 FEET TO A 3/4" IRON PIPE FOUND ON THE SOUTH LINE OF A 27.80 FOOT COUNTY ROAD (NOT OPEN) FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE: S 81°48'24" E, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID 27.80 FOOT COUNTY ROAD (NOT OPEN), A DISTANCE OF 71.38 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THE YOMEDA SALINAS TRACT (A 2.0 ACRE TRACT OUT OF LOTS 131 AND 132, HOMEVILLE SUBDIVISION "A", ACCORDING TO CORRECTED WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1189157, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE: S 01°20'37" E, ALONG THE WEST LINE OF THE YOMEDA SALINAS TRACT, A DISTANCE OF 131.31 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE: S 81°49'51" E, ALONG THE SOUTH LINE OF THE YOMEDA SALINAS TRACT, A DISTANCE OF 493.38 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°33'17" W), ALONG THE WEST RIGHT OF WAY LINE OF VOLCANO ROAD, A DISTANCE OF 821.85 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.16 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH NORTH RIDGE ACRES SUBDIVISION, RECORDED IN VOLUME 43, PAGE 161, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS — ALFONSO QUINTANILLA — 4856 — REGISTERED PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

7-8-10
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.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

6-3-11
DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF VALLEJO SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 20___.

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF VALLEJO SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 20___.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE, GUADALUPE CALDERON, LINO VALLEJO, RACHEL HINOJOSA AND RICARDO GARCIA, 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 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.

Guadalupe Calderon — 6-3-11 — DATE
GUADALUPE CALDERON
LOTS 5 & 6
3005 VOLCANO ROAD
PENITAS, TEXAS 78576

Rachel Hinojosa — 6-3-11 — DATE
RACHEL HINOJOSA
LOTS 5 & 6
P.O. BOX 732
PENITAS, TEXAS 78576

6-3-11 — DATE
RICARDO GARCIA
LOT 4
P.O. BOX 743
PENITAS, TEXAS 78576

Lino Vallejo — 6-3-11 — DATE
LINO VALLEJO
LOTS 1, 2 & 3
P.O. BOX 181
PENITAS, TEXAS 78576

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED GUADALUPE CALDERON, LINO VALLEJO, AND RICARDO GARCIA, 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/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 3rd DAY OF June, 2011

NOTARY PUBLIC

STATE OF OREGON
COUNTY OF Multnomah

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON June 3, 2011
BY RACHEL HINOJOSA

OFFICIAL SEAL — YVETTE CARMELITA SATHER — NOTARY PUBLIC-OREGON — COMMISSION NO. 443419 — MY COMMISSION EXPIRES NOV 11, 2012

NOTARY PUBLIC – STATE OF OREGON

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the VALLEJO SUBDIVISION was reviewed and approved by the Hidalgo County Commissioners Court on _____.

Hidalgo County Judge — date

ATTEST:
Hidalgo County Clerk — date

I, FRANCISCO FLORES, HEREBY CERTIFY THAT THE AQUA SPECIAL UTILITY DISTRICT HAS APPROVED THE POTABLE WATER SUPPLY FOR THE VALLEJO SUBDIVISION, 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 MET. WATER METERS ARE IMMEDIATELY AVAILABLE FOR THIS PURPOSE UPON COMPLETION OF THE WATER FACILITIES SHOWN ON THE PLAT OF THE SUBDIVISION.

5/16/2012
CIR. FRANCISCO FLORES
GENERAL MANAGER
AQUA SPECIAL UTILITY DISTRICT

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

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
OFFICE@QHAENGINEERING.COM

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

SHEET NO. 1 OF 3 SHEETS

FILENAME = P:\DATA\SUBD\WC\VALLEJO SUBD\VALLEJO PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
JULY 2, 2010	EC		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: Judge Ramon Garcia, County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: June 20, 2012

RE: **San Andres Subdivision – Pct. 1**
Final Approval

San Andres Subdivision is a one (1) lot subdivision located on the North side of Earling Road approximate ½ mile East of Valverde 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 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 Gonzales, ROW Agent on May 18, 2011. The proposed subdivision plat will dedicate forty (40) feet 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. All septic tanks have been installed and inspected by The Hidalgo County Environmental Health Department. An approved letter was submitted by Elizardo "Chardo" Ramos, Environmental Health Division Manager on June 13, 2012.

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 plat was reviewed by Ann Marie De La Fuente, Administrative Assistant on June 13, 2012. Project will not need to meet any storm water requirements. Coverage under TPDES general permit for construction activities (TXR150000) is not required.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioners Court on August 22, 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 **June 19, 2012.**

METES AND BOUNDS DESCRIPTION FOR A 4.70 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" E 493.00 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 southwest 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 1,200.00 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"ø 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: 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.

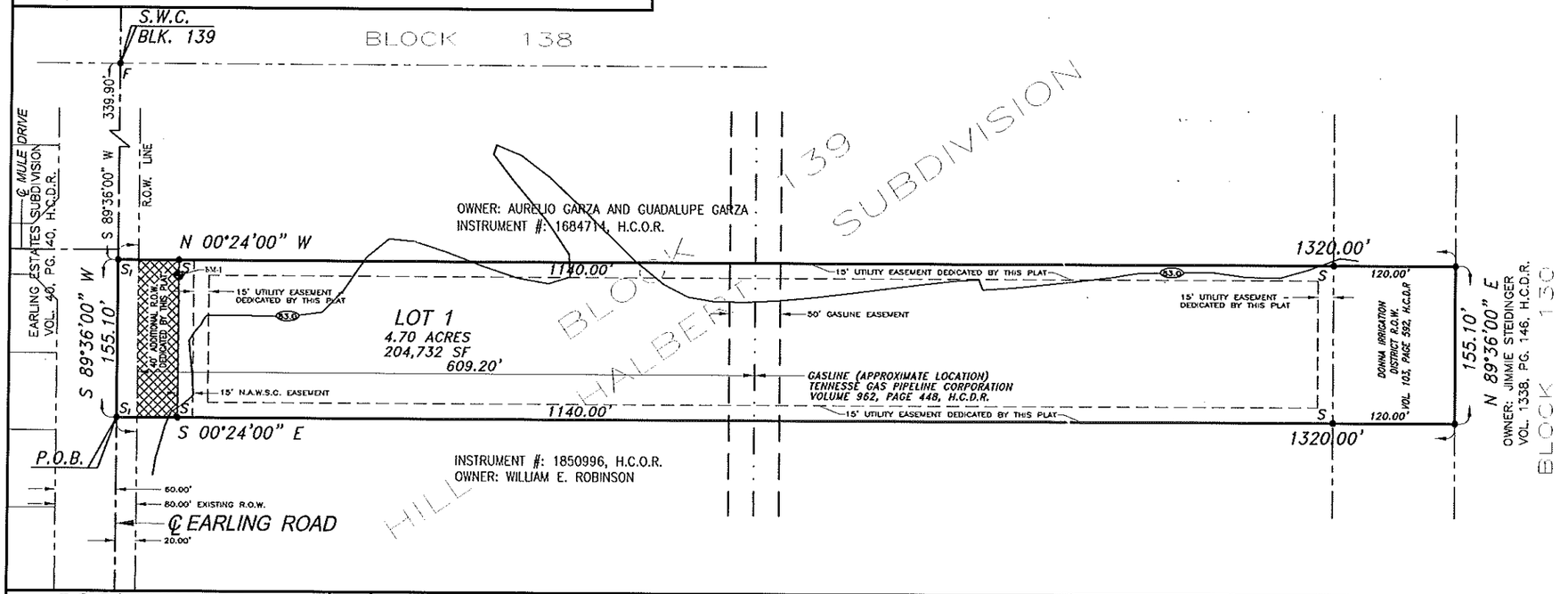
DATE: MAY 1, 2010

SCALE IN FEET 0 60' 120' 180'

SCALE: 1"--- 60'

ENGINEER (F-5001)
R.E. Garcia
Associates

PREPARED BY: R.E. GARCIA & ASSOCIATES
116 NORTH 12TH AVENUE EDINBURG, TEXAS 78539 PHONE (956) 381-1061 FAX: 381-1280



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 16, 1982 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFY AN AREA AS SHOWN ON THIS PLAT WITHIN THE PROPOSED SUBDIVISION TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN. THE CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOME IS INSURED FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4081 THROUGH 4127).

2. SETBACKS:
FRONT: 50.00 FEET OR ELDORA 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. EACH 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

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 PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. BENCHMARK NOTE: THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M.-1 ELEV. 81.31 N.G.V.D. '87
1 INCH IRON ROD IN A 6" X 6" CONCRETE BLOCK APPROXIMATELY 60.00 FEET NORTH AND 15.00 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 3,902 CUBIC-FEET (0.0183 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.)

7. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH HCDH AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF OF 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 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.

8. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

9. BERNARDO GONZALEZ, AS CUSTODIAN FOR ANDRES GONZALEZ, THE OWNER & SURVEYOR OF SAN ANDRES SUBDIVISION, RESERVES AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO.3 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 PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

11. EACH PURCHASER'S CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

12. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

13. 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.

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

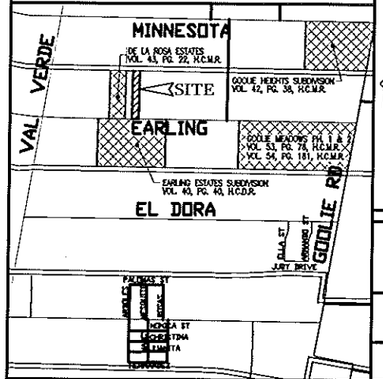
APPROVAL BY THE PLANNING COMMISSION OF DONNA

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'



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.P. #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 § 42.021

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.H.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 BOOK FOR OSSF SYSTEM. TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER 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

PRINCIPAL CONTACTS:

	NAME:	ADDRESS:	CITY & ZIP	PHONE #/ FAX #:
OWNER:	BERNARDO GONZALEZ, AS CUSTODIAN FOR ANDRES GONZALEZ	8755 CHARLES GREEN	MONTE ALTO, TEXAS 78538	225-5176 / N/A
ENGINEER: (F-5001)	RAUL E. GARCIA	116 N. 12TH	EDINBURG, 78539	381-1061 / 381-1280
SURVEYOR:	RAUL E. GARCIA	116 N. 12TH	EDINBURG, 78539	381-1061 / 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 when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

In witness whereof the said grantor executed this instrument this _____ day of _____ 20 .

HERMINIO GONZALEZ
8755 CHARLES GREEN
MONTE ALTO, TEXAS 78538

THE STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S CERTIFICATION, DEDICATION, & ATTESTATION

I, HERMINIO GONZALEZ, AS CUSTODIAN FOR ANDRES GONZALEZ, AS OWNER OF THE 4.70 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SAN ANDRES 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.

HERMINIO GONZALEZ
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 HERMINIO GONZALEZ, 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 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 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 RESPONSIBLE 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 THIS DISTRICT ADOPTED UNDER TEXAS WATER CODE #16.311(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: _____
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 # 84700 — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR #4204

AI-33031 **Precinct #1 18. A.**

CC REGULAR

Meeting Date: 07/03/2012

Submitted By: Joann Gonzalez, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Approval & Acceptance for Judge Garcia or Comm. Quintanilla to sign Agreed Order that will allow County to pay third party for scrap tire cleanup project to resolve issues with air curtain incinerator at Pct. 1. (Acct. # HNA010J)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-432-00-121-001-0-XXX

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

BUDGETARY IMPACT:

Funding will be identified at a later time to pay a third party to administer the Supplemental Environmental Project (SEP). A transfer will be prepared at a future CC meeting, once funding is identified.

A seperate agenda item will be place for CC approval to pay the third party administrator once TCEQ accepts agreed order. In addition, a contractual agreement must be in place with vendor.

The possible third party administrator is Rio Bravo Resource, as recommended by TCEQ and Mr. Martin Ramirez, Co. Environmental Compliance Coordinator.

Attachments

TCEQ letter dated 6-14-12

TCEQ letter dated 5-9-12

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	06/28/2012 08:57 AM
Ivan Cantu	Ivan Cantu	06/29/2012 09:11 AM
Purchasing Department	Angela Garcia	06/29/2012 05:38 PM

Form Started By: Joann Gonzalez Started On: 06/28/2012 08:08 AM

Final Approval Date: 06/29/2012

Bryan W. Shaw, Ph.D., *Chairman*
Carlos Rubinstein, *Commissioner*
Toby Baker, *Commissioner*
Zak Covar, *Executive Director*

RECEIVED
JUN 18 2012
PRECINCT 1
COMMISSIONER
JOEL QUINTANILLA

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

June 14, 2012

CERTIFIED MAIL - RETURN RECEIPT REQUESTED - 91 7108 2133 3935 1983 2150

Mr. Joel Quintanilla, County Commissioner
Hidalgo County
1902 Joe Stephens Avenue
Weslaco, Texas 78596

Re: Proposed Agreed Order
Hidalgo County; RN105335459; Air Account No. HNA010J
Docket No. 2012-0841-AIR-E; Enforcement Case No. 44001
FOR SETTLEMENT PURPOSES ONLY

Dear Mr. Quintanilla:

In the cover letter for the proposed agreed order mailed out to Hidalgo County on May 9, 2012, Hidalgo County was given an opportunity to propose a Supplemental Environmental Project ("SEP") to offset the assessed penalty. Your proposal for an SEP has been reviewed and has been incorporated in the enclosed revised proposed agreed order. Please note that agreed orders are subject to final approval by the Commission and the SEP must not be implemented until the Commission has approved the agreed order.

If you agree with the order as proposed, please sign and return this order with an original signature to:

Mr. Amancio R. Gutierrez, Enforcement Coordinator
Air Section, Enforcement Division, MC149
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

You will be notified when your order will go before the Commission for approval. Enclosed for your convenience is a return envelope. **If the signed order is not mailed and postmarked by July 8, 2012**, we will assume that you have elected to participate in the more extended enforcement process described in previous correspondence, and we will proceed accordingly. Your case will be forwarded to the Litigation Division and this settlement offer, including the penalty deferral and possibly the SEP, will no longer be available.

If you have any questions regarding these matters, please contact Mr. Gutierrez of my staff at (512) 239-3921.

Sincerely,

Michael De La Cruz, Manager
Enforcement Division
Texas Commission on Environmental Quality

MD/arg

Enclosures: Revised Proposed Agreed Order, Return Envelope

cc: Mr. Francisco Chavero, Manager, Air Section, Harlingen Regional Office, TCEQ
Mr. Martin Ramirez, Coordinator, Office of Environmental Compliance, Hidalgo County, 1304 S. 25th Ave., Edinburg, TX 78542

Bryan W. Shaw, Ph.D., *Chairman*
Carlos Rubinstein, *Commissioner*
Toby Baker, *Commissioner*
Zak Covar, *Executive Director*

SAN 855 5-17

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

6-11- Pursuant to ADR

May 9, 2012

CERTIFIED MAIL - RETURN RECEIPT REQUESTED-91 7108 2133 3935 1987 1166

Mr. Joel Quintanilla, County Commissioner
Hidalgo County
1902 Joe Stephens Avenue
Weslaco, Texas 78596

Re: Notice of Enforcement Action
Hidalgo County; RN105335459; Air Account No. HNA010J
Docket No. 2012-0841-AIR-E; Enforcement Case No. 44001

FOR SETTLEMENT PURPOSES ONLY

Dear Mr. Quintanilla:

The Executive Director of the Texas Commission on Environmental Quality ("Commission" or "TCEQ") is pursuing an enforcement action against Hidalgo County for violations of the Texas Health & Safety Code and/or Commission Rules. These violations were discovered during a record review conducted on February 14, 2012, and documented in a letter dated March 30, 2012, from the TCEQ Harlingen Regional Office.

Please find enclosed a proposed agreed order which we have prepared in an attempt to expedite this enforcement action. The order assesses an administrative penalty of Three Thousand Six Hundred Dollars ($3,600). We are proposing a one time offer to defer Seven Hundred Twenty Dollars ($720) of the administrative penalty if you satisfactorily comply with all the ordering provisions within the time frames listed. Therefore, the administrative penalty to be paid is Two Thousand Eight Hundred Eighty Dollars ($2,880). The order also identifies the violations that we are addressing and identifies specific technical requirements necessary to resolve them.

If you have any questions regarding this matter, we are available to discuss them in a conference in Austin or over the telephone. If we reach agreement in a timely manner, the TCEQ will then proceed with the remaining procedural steps to settle this matter. These steps include publishing notice of the proposed order in the *Texas Register*, and scheduling the matter for the Commission's agenda. We believe that handling this matter expeditiously could save Hidalgo County and the TCEQ a significant amount of time, as well as the expense associated with litigation.

Enclosed for your convenience is a return envelope. If you agree with the order as proposed, please sign and return the original order **and** the penalty payment (check payable to "TCEQ" and referencing Hidalgo County, Docket No. 2012-0841-AIR-E) to:

Financial Administration Division, Revenues
Attention: Cashier's Office, MC 214
Texas Commission on Environmental Quality
P.O. Box 13088
Austin, Texas 78711-3088

Should you believe you are unable to pay the proposed administrative penalty, you may claim financial inability to pay part or all of the penalty amount. Please contact us immediately to obtain a list of financial disclosure documents that must be submitted within 30 days of the receipt of this letter. These documents, once properly completed and submitted, will be thoroughly reviewed to determine if we agree with the claim of financial inability. Please be aware that if financial inability is proven to the satisfaction of staff, discussions pertaining to the penalty amount adjustment will focus only on deferral and not on waiver of the penalty amount.

You may be able to perform or pay for a Supplemental Environmental Project ("SEP"), which is a project that benefits the environment, to offset a portion of your penalty. **If you are interested in performing a SEP, you must agree to the penalty amount and submit a SEP proposal within 30 days of receipt of this proposed order.** If you are a local government you may have additional SEP options available to assist you with coming into compliance or remediating the harm caused by the violations. A local government is defined as a school district, county, municipality, junior college district, river authority, water district or other special district or other political subdivision created under the constitution or a statute of this state.

For additional information about the types of SEPs available and eligibility criteria, please go to the TCEQ's web site link at http://www.tceq.state.tx.us/legal/sep/index.html or contact the Enforcement Coordinator listed below.

Please note that any agreements we reach are subject to final approval in accordance with 30 TEX. ADMIN. CODE §.70.10(a):

If we cannot reach a settlement of this enforcement action or you do not wish to participate in this expedited process, we will proceed with enforcement under the Commission's Enforcement Rules, 30 TEX. ADMIN. CODE ch. 70. Specifically, if the signed order and penalty are not mailed and postmarked within 60 days from the date of this letter, your case will be forwarded to the Litigation Division and this settlement offer, including the penalty deferral, will no longer be available. If you would like to obtain a copy of 30 TEX. ADMIN. CODE ch. 70 or any other TCEQ rules, you may contact any of the sources listed in the enclosed brochure entitled *Obtaining TCEQ Rules*. The enforcement process described in 30 TEX. ADMIN. CODE ch. 70 requires the staff to prepare and issue an Executive Director's Preliminary Report and Petition to the Commission.

For any questions or comments about this matter or to arrange a meeting, please contact Mr. Amancio R. Gutierrez of my staff at (512) 239-3921.

Sincerely,

Michael De La Cruz, Manager
Enforcement Division
Texas Commission on Environmental Quality

MD/arg

Enclosures: Proposed Agreed Order, Return Envelope, *Obtaining TCEQ Rules*, Penalty Calculation Worksheet, Site Compliance History

cc: Mr. Francisco Chavero, Manager, Air Section, Harlingen Regional Office, TCEQ
Mr. Martin Ramirez, Coordinator, Office of Environmental Compliance, Hidalgo County, 1304 S. 25th Ave., Edinburg, TX 78542

Joann

From: Martin Ramirez [martin.ramirez@hchd.org]
Sent: Friday, June 01, 2012 8:59 AM
To: 'Joann'
Subject: Penalty for Air Curtain Incinerator

1. The Respondent Application to Contribute to a Third Party Supplemental Environmental Project (SEP) Administrator is on the 06/05/12 CC Agenda requesting use of County funds ($2880.00) to clean up some illegal dumpsites by a third party organization. This will allow County to use the penalty for something in the Precinct instead of paying it to the state. The application has to be at TCEQ by Friday, 06/08/12. The project has to be administered by a third party but I have been in contact with them and they will coordinate with us on deciding the sites that need to be addressed.

2. If the CC approves the item, the application is submitted to TCEQ. After they receive the application, the enforcement coordinator handling the case will rewrite the Agreed Order to indicate that the County will be using the penalty for a SEP.

3. The new Agreed Order is sent to the County/Precinct for signature. This will also have to be placed on the CC Agenda for their approval along with a request for a check for $2880.00 payable to the third party. The Judge, Commissioner Quintanilla, or Valde Guerra will have to sign the order after the CC approves who will be signing.

4. The signed Agreed Order is sent back and approved by the TCEQ Commissioners. After they approve it, the County will then submit the check to the third party.

5. The third party organization will then coordinate with us to identify the sites that need to be cleaned.

If anyone has any questions concerning this, please have them call me. Thanks Joann.

Martin Ramirez, Coordinator
Office of Environmental Compliance
Hidalgo County
1304 S. 25th Ave.
Edinburg, TX 78542
(956) 318-2840 ext. 260

AI-32980 **Precinct #2 19. A.**

CC REGULAR

Meeting Date: 07/03/2012

Submitted By: Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct. #2 (1100):
Approval and all appropriate action for the following personnel actions:
1. Approval to delete the following positions:

Department	Slot No.	Position Title	Budgeted Salary
Parks	0001	Foreman	$32,568.00
Parks	0002	Community Resource Center Coordinator	$31,771.00
Sanitation	0004	Attendant	$27,020.00
Sanitation	0014	Truck Driver II	$24,236.00
Pct.2 CRC	0004	Community Outreach Worker Promotora	$10,258.00
Pct.2 CRC	0005	Community Outreach Worker Promotora	$10,258.00
		Total	**$136,111.00**

2. Approval to create the following positions:

Department	Slot No.	Position Title	Budgeted Salary
Parks	0032	Parks Director	$51,870.00
Parks	0033	Crew Leader I	$29,458.00
Parks	0034	Crew Leader I	$29,458.00
Parks	0035	Clerk III	$25,256.00
		Total	**$136,042.00**

3. Approval to transfer Employee No. 143456 from slot no.0003 Special Projects/Program Manager (Road and Bridge Administration) to slot no. 0032 Parks Director (Parks) with same salary $51,870.
4. Approval to transfer Employee No. 061808 from slot no. 0001 Office Clerk (Sanitation) to slot no. 0010 Clerk/Receptionist (Pct.2 Administration - R&B) with same salary $28,894.
5. Approval of interdepartmental transfers.
6. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** see below

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

BUDGETARY IMPACT:

CRC - 2-1100-466-00-122-018-0-XXX = No budgetart impact, cost savings
Sanitation - 2-1100-432-00-122-001-0-XXX = No budgetary impact, cost savings
Parks - 2-1100-452-00-122-008-0-XXX = No budgetary impact

Attachments

Job Descriptions
PAR Forms
parks director job description

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	06/29/2012 08:48 AM
Human Resources	Erika Zamora	06/29/2012 04:50 PM
Purchasing Department	Angela Garcia	06/29/2012 05:38 PM

Form Started By: Katia Garcia Started On: 06/25/2012 09:55 AM

Final Approval Date: 06/29/2012

NOTE: This description is intended to indicate the kinds of tasks and levels of work difficulty required of the position given this title. It is not necessarily an exhaustive list of duties and shall not be construed as declaring what the specific duties and responsibilities of any particular position shall be. It is not intended to limit or modify the right of management to assign, direct and control the work of employees under supervision. The listing of duties and responsibilities shall not be held to exclude other duties not mentioned that are of similar kind or level of difficulty.

CREW LEADER I

GRADE: 07

GENERAL DESCRIPTION

Performs routine (journey-level) management duties overseeing the day-to-day operations of the work unit. Work involves supervising work production, quantity and quality of work completed. May schedule work assignments, assign hours and work locations. May train and supervise others. Works under limited supervision with extensive latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Provides training to staff members as required

Assists in planning and assigning workload and schedules for team members

Assists in evaluating performance of subordinates

Assists in coordinating activities with other departments to expedite work and improve performance

Assists in performing quality reviews/audits of department's work and makes operational corrections as necessary

Supervises laborers engaged in constructing walls, sidewalks, parking lots, storm sewers, and/or catch basins

Makes reports and keeps records of work accomplished and materials used

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) years of experience in road construction or maintenance required including at least one (1) year of supervisory experience preferred. Graduation from a standard high school or equivalent. Two (2) years of experience may be substituted for one (1) year of education.

Bilingual preferred (English/Spanish)

Certificates, Licenses & Registration

Applicant must have a current valid Texas operator's driver's license

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Proficient knowledge of fundamental concepts, practices, and procedures in the field of road construction and maintenance

Knowledge of the methods and practices used in loading, unloading, and storing construction materials or heavy equipment

Ability to plan and direct a group of employees performing routine manual tasks

Ability to understand oral or written work assignments

Ability to maintain routine clerical records

Knowledge of spreadsheet and/or word processing applications preferred

Excellent verbal and written communication/presentation skills

Effective interpersonal and leadership skills that are normally expected of a fully qualified manager

Must have excellent organizational skills

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 50 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate to loud.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

CLERK III

GRADE: 05

GENERAL DESCRIPTION

Performs complex (journey-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, purchasing, and accounting; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents and/or stock and inventory, and maintaining files; Works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, records, and other related forms

Answers inquiries regarding procedures and policies, assists the public and staff in filling out forms, and assembles and mails information packets

Posts information to agency records and modifies forms or records

Assembles, organizes, and tabulates data; and may compile and tabulate data, and prepare charts, graphs, and tables

Maintains files, materials, and supplies

Opens, stamps, classifies, sorts, and routes mail, and maintains records on postage, registered mail, and packages

Performs data entry, retrieval, and data searches

Receives, stores, and issues stock items

May perform arithmetic computations

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May receive and forward payments to the appropriate agency staff

May screen applicants, administer employment tests, and assist in orienting employees

May arrange the scheduling, transfer, and display of surplus property

May make arrangements for repairs and services

May inspect merchandise for quality and compliance with specifications

May deliver or pick up documents, supplies, equipment, or materials

Responsible for answering and routing phone calls

Will be assisting the general public

May be required to work overtime or hours other than standard work schedule during emergencies

Performs other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to Three (2-3) years experience in clerical work. Graduation from a standard senior high school or equivalent is generally preferred. Vocational training is preferred. Two (2) years of experience may be substituted for one (1) year of education.

Bilingual required (English/Spanish)

Certificates, Licenses & Registration

Applicant must have a current valid Texas operator's driver's license

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Knowledge of business or program terminology, office procedures, spelling, punctuation, grammar, and arithmetic; of warehousing procedures; of purchasing policies and procedures; of records administration and maintenance techniques and procedures; and of state purchasing policies and procedures

Skill in using a personal computer and office equipment

MS Word and Excel

Ability to maintain excellent customer service

Ability to make arithmetic computations; to prepare and maintain records, files, and reports; and to transfer stock from one location to another

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Pct.2 Parks DATE: 6/25/2012

CURRENT POSITION TITLE: Foreman CURRENT SLOT #: 0001

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Deletion of Position

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 32,568.00 (Current G&S/ Budgeted Salary) $ 0.00 (Proposed G&S/ Budgeted Salary) $ (32,568.00) (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Position is not needed.

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	6/28/12 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2.	HUMAN RESOURCES DIRECTOR	Date	PERSONNEL PROCEDURES COMPLETED	[ ]	YES	[ ]	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date	BUDGET PROCEDURES COMPLETED	[ ]	YES	[ ]	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Pct.2 Parks DATE: 6/25/2012

CURRENT POSITION TITLE: Community Resource Center Coordinator CURRENT SLOT #: 0002

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Deletion of Position

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 31,771.00 Current G&S/ Budgeted Salary $ 0.00 Proposed G&S/ Budgeted Salary $ (31,771.00) Net Change

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt ☐
Non-Exempt ☒
N/A ☐

FLSA:
Exempt ☐
Non-Exempt ☒

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Position is not needed.

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	6/28/2012 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	Date	PERSONNEL PROCEDURES COMPLETED	[ ]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date	BUDGET PROCEDURES COMPLETED	[ ]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Pct.2 Sanitation DATE: 6/25/2012

CURRENT POSITION TITLE: Attendant CURRENT SLOT #: 0004

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other Deletion of Position

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 27,020.00	$ 0.00	$ (27,020.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Position is not needed.

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	6/28/12 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2.	HUMAN RESOURCES DIRECTOR	Date	PERSONNEL PROCEDURES COMPLETED	[ ]	YES	[ ]	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date	BUDGET PROCEDURES COMPLETED	[ ]	YES	[ ]	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Pct.2 Sanitation DATE: 6/25/2012

CURRENT POSITION TITLE: Truck Driver II CURRENT SLOT #: 0014

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Deletion of Position

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 24,236.00	$ 0.00	$ (24,236.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Position is not needed.

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	6/28/2012 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO	
2.	HUMAN RESOURCES DIRECTOR	Date	PERSONNEL PROCEDURES COMPLETED	[ ] YES	[ ] NO	
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date	BUDGET PROCEDURES COMPLETED	[ ] YES	[ ] NO	
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Pct.2 CRC DATE: 6/25/2012

CURRENT POSITION TITLE: Community Outreach Worker Promotora CURRENT SLOT #: 0004

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Deletion of Position

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 10,258.00 (Current G&S/ Budgeted Salary) $ 0.00 (Proposed G&S/ Budgeted Salary) $ (10,258.00) (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☒ _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Position is not needed.

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	6/28/2012 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2.	HUMAN RESOURCES DIRECTOR	Date	PERSONNEL PROCEDURES COMPLETED	[ ]	YES	[ ]	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date	BUDGET PROCEDURES COMPLETED	[ ]	YES	[ ]	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Pct.2 CRC DATE: 6/25/2012

CURRENT POSITION TITLE: Community Outreach Worker Promotora CURRENT SLOT #: 0005

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other Deletion of Position

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 10,258.00 Current G&S/ Budgeted Salary $ 0.00 Proposed G&S/ Budgeted Salary $ (10,258.00) Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [ ] Part Time Employee Object 114 [X] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt [ ]
Non-Exempt [X]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [X]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Position is not needed.

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	[signature] DEPARTMENT HEAD	6/28/2012 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2.	HUMAN RESOURCES DIRECTOR	Date	PERSONNEL PROCEDURES COMPLETED	[ ]	YES	[ ]	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date	BUDGET PROCEDURES COMPLETED	[ ]	YES	[ ]	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Pct.2 Parks DATE: 6/25/2012

CURRENT POSITION TITLE: Parks Director CURRENT SLOT #: 0032

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00 Current G&S/ Budgeted Salary $ 51,870.00 Proposed G&S/ Budgeted Salary $ 51,870.00 Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other Funding will be obtained thru deletion of positions within the same department.

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt [ ]
Non-Exempt [X]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [X]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	6/28/2012 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2.	HUMAN RESOURCES DIRECTOR	Date	PERSONNEL PROCEDURES COMPLETED	[ ]	YES	[ ]	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date	BUDGET PROCEDURES COMPLETED	[ ]	YES	[ ]	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Pct.2 Parks DATE: 6/25/2012

CURRENT POSITION TITLE: Crew Leader I CURRENT SLOT #: 0033

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00 Current G&S/ Budgeted Salary $ 29,458.00 Proposed G&S/ Budgeted Salary $ 29,458.00 Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other Funding will be obtained thru deletion of positions within the same department.

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt [ ]
Non-Exempt [X]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [X]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	6/28/2012 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2.	HUMAN RESOURCES DIRECTOR	Date	PERSONNEL PROCEDURES COMPLETED	[ ]	YES	[ ]	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date	BUDGET PROCEDURES COMPLETED	[ ]	YES	[ ]	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Pct.2 Parks DATE: 6/25/2012

CURRENT POSITION TITLE: Crew Leader I CURRENT SLOT #: 0034

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00 Current G&S/ Budgeted Salary $ 29,458.00 Proposed G&S/ Budgeted Salary $ 29,458.00 Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other Funding will be obtained thru deletion of positions within the same department.

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	[signature]	6/28/2012	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
	DEPARTMENT HEAD	Date					
2.			PERSONNEL PROCEDURES COMPLETED	[ ]	YES	[ ]	NO
	HUMAN RESOURCES DIRECTOR	Date					
3.			BUDGET PROCEDURES COMPLETED	[ ]	YES	[ ]	NO
	DEPARTMENT OF BUDGET & MANAGEMENT	Date					
4.							
	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Pct.2 Parks DATE: 6/25/2012

CURRENT POSITION TITLE: Clerk III CURRENT SLOT #: 0035

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00 Current G&S/ Budgeted Salary $ 25,256.00 Proposed G&S/ Budgeted Salary $ 25,256.00 Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other Funding will be obtained thru deletion of positions within the same department.

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt [ ]
Non-Exempt [X]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [X]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	[signature] DEPARTMENT HEAD	6/28/2017 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2.	HUMAN RESOURCES DIRECTOR	Date	PERSONNEL PROCEDURES COMPLETED	[ ]	YES	[ ]	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date	BUDGET PROCEDURES COMPLETED	[ ]	YES	[ ]	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY

PRECINT 2

JOB TITLE: PARKS DIRECTOR FLSA STATUS: Non - Exempt

DEPARTMENT: 122 CIVIL SERVICE STATUS: Non - Exempt

GENERAL JOB DESCRIPTION:

Under the direction of the Administrator, Field Operations, the Parks Director oversees and manages all activities related to the operations, maintenance upkeep, and security of all County Parks and related facilities within Precinct 2. The job duties of the Director involves the planning and scheduling of staff to maintain park grounds, buildings, athletic fields, and other park facilities. The Director insures that the park facilities are safe and that playground equipment is properly maintained. The Director also assesses the need for equipment to maintain the parks and insures that security equipment is functional and operational. The Director is responsible for training, supervising and evaluation all parks and other assigned staff.

EXAMPLES OF WORK PERFORMED:

Manages and supervises assigned operations to achieve goals within available resources.
Plans and organizes workloads and staff assignments;
Trains, motivates, and evaluates assigned staff; reviews progress and directs changes as needed.
Prepares cost estimates to plan and provide for improvements in the park facilities, and oversees construction projects and park improvements;
Supervises and is responsible for all materials and supplies used in the maintenance and repair of county parks;
Promotes interest in parks and recreational programs through community groups and other organizations;
Develops and implements procedures and standards for efficient and effective operation and maintenance of park department operations;
Reviews park amenities and implements changes or new programs to meet the recreational needs of the communities in Precinct 2;
Coordinates with cities, school districts, and various community-based organizations to increase parks utilization;
The Director is expected to perform all other related duties as assigned.

MINIMUM QUALIFICATIONS:

Graduation from a college or university with a bachelor's degree in business, agriculture, or recreation, including course work in organization and administration plus five years of

progressively more responsible experience in parks and recreation programs. Any equivalent combination of education and experience as deemed appropriate by the Commissioner.

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of the principles and practices of modern parks and recreation programs;
Knowledge of the principles of organization and management;
Knowledge of equipment and facilities required in a comprehensive park and recreation program;
Knowledge of the principles and practices of park maintenance and construction;
Ability to develop and implement park policies and procedures;
Ability to plan and schedule work assignments for multiple park crews;
Ability to communicate orally and in writing;
Ability to maintain effective working relationships with others;
Skill in solving problems and in implementing solutions independently;

CERTIFICATES, LICENSES, AND REGISTRATIONS

Must have a current valid Texas Motor Vehicle Operator's license;
Must be able to be insured by the County's insurance carrier;
Must have liability insurance if personal vehicle is used for County business;

OTHER SKILLS AND ABILITIES

May be assigned other duties in addition to those listed; duties may vary according to the changing needs of the Precinct or the County.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand, walk, sit, use hands, handle or feel objects. The employee may also need to climb, balance, stoop, or kneel. The employee must occasionally lift and/or move heavy items or objects. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.
The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- Sitting for extended periods of time
- Operating assigned equipment

MENTAL REQUIREMENTS

Maintain mental capacity appropriate to the performance of assigned duties and responsibilities which may include the following:

- Making sound decisions and using good judgment
- Handling budgetary and financial affairs effectively and honestly
- Maintaining confidentiality
- Demonstrating intellectual capabilities

OTHER REQUIREMENTS

Effectively handle a work requirement and conditions which involve the following”

- Working closely with others
- Working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others

ACCIDENT PREVENTION PROGRAM

Required to follow all County and department safety policies and procedures

AI-33020 **Precinct #2** **19. B.**

CC REGULAR

Meeting Date: 07/03/2012

Submitted By: Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct. #2 Rd Maint. (1200)
Approval of 2012 appropriation of funds into Pct.2 Dicker Rd. (23rd St - Jackson Rd.) account project #062 in the amount of $208,574.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-062-0-731

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

BUDGETARY IMPACT:

available amount in Fund Balance for appropriation 06/28/12.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	06/27/2012 04:46 PM
Roland Garcia	Rolando Garcia	06/28/2012 01:23 PM
Auditor's Office	Arcilia Duran	06/29/2012 04:37 PM
Purchasing Department	Marty Salazar	06/29/2012 05:20 PM

Form Started By: Katia Garcia Started On: 06/27/2012 03:16 PM

Final Approval Date: 06/29/2012

DATE: June 27, 2012

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Road Maintenance Department

ACCOUNT NUMBER: 2-1200-431-00-122-XXX-0-XXX

Contact Person: Katia Garcia **Ph#:** (956) 787-1891 Ext. 2027

2012
Appropriation

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
2-1200-431-00-122-062-0-731	PCT2 DICKER RD (23RD ST-JACKSON RD)-ROADS	$208,574.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 208,574.00

REASON: FUNDING FOR EXPECTED EXPENDITURES OF THE PROJECT.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-32989 **Precinct #3 20. A.**

CC REGULAR

Meeting Date: 07/03/2012

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

Pct. #3:

1. Discussion, consideration and approval to create the following temporary full time position:

Slot No.	Position Title	Budgeted Salary
T089	Office Clerk	$18,720.00

2. Approval to waive posting, hiring, and enrollment procedures.
3. Approval of interdepartmental transfer.
4. Approval of revised salary schedule.

BACKGROUND

Positions not to exceed 6 months and/or 12/31/12..

Attachments

1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	06/26/2012 09:03 AM
Rosalinda Cantu	Merlen P. Munoz	06/26/2012 10:05 AM
Budget & Management	Merlen P. Munoz	06/28/2012 08:55 AM
Human Resources	Erika Zamora	06/29/2012 04:51 PM
Purchasing Department	Angela Garcia	06/29/2012 05:38 PM

Form Started By: Norma Ceballos Started On: 06/26/2012 08:34 AM

Final Approval Date: 06/29/2012

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Precinct #3 #123 **DATE:** 6-26-12

CURRENT POSITION TITLE: Office Clerk - Temporary **CURRENT SLOT. #:** T071

REQUESTED POSITION TITLE: Same
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ _____ (Current Budgeted Salary) $ 18,720.00 (Proposed Budgeted Salary) $ 18,720.00 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ 9.00 Hourly

Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☑ Part Time Temporary Object 122 ☐ $ 18,720.00

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☑
Non-Exempt	☐	Non-Exempt	☐
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Will assist in the office in different areas, temporary office help.

NEW POSITION: Brief job description and attach a copy of the new job description.

Will perform some light clerical duties as needed in different areas, will answer incoming telephones calls, will greet and direct walk-ins clients and/or office duties as assigned.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-32990 **Precinct #3** **20. B.**

CC REGULAR

Meeting Date: 07/03/2012

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

Discussion, consideration, acceptance, approval and authority for County Judge to sign Hidalgo County's concurrence on the title sheets for the plan sets for the FM 681/FM 2221 reconstruction project from 0.25 Miles West of La Homa Rd. to SH 107. (CSJ: 0862-01-037, CSJ: 0862-01-047, CSJ: 0669-01-043)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Title Sheets

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	06/26/2012 11:46 AM
Perla Lopez	Perla Lopez	06/29/2012 10:56 AM
Auditor's Office	Arcilia Duran	06/29/2012 04:39 PM
Purchasing Department	Marty Salazar	06/29/2012 05:20 PM

Form Started By: Norma Ceballos Started On: 06/26/2012 10:13 AM

Final Approval Date: 06/29/2012

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6			1
STATE	STATE DIST.NO.	COUNTY	
TEXAS	21	HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
0862	01	037	FM 2221

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION

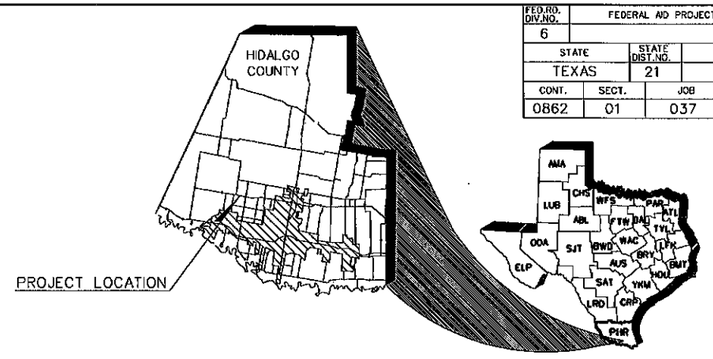
PLANS OF PROPOSED
STATE HIGHWAY IMPROVEMENT

FEDERAL AID PROJECT NO:
CSJ 0862-01-037

HIDALGO COUNTY

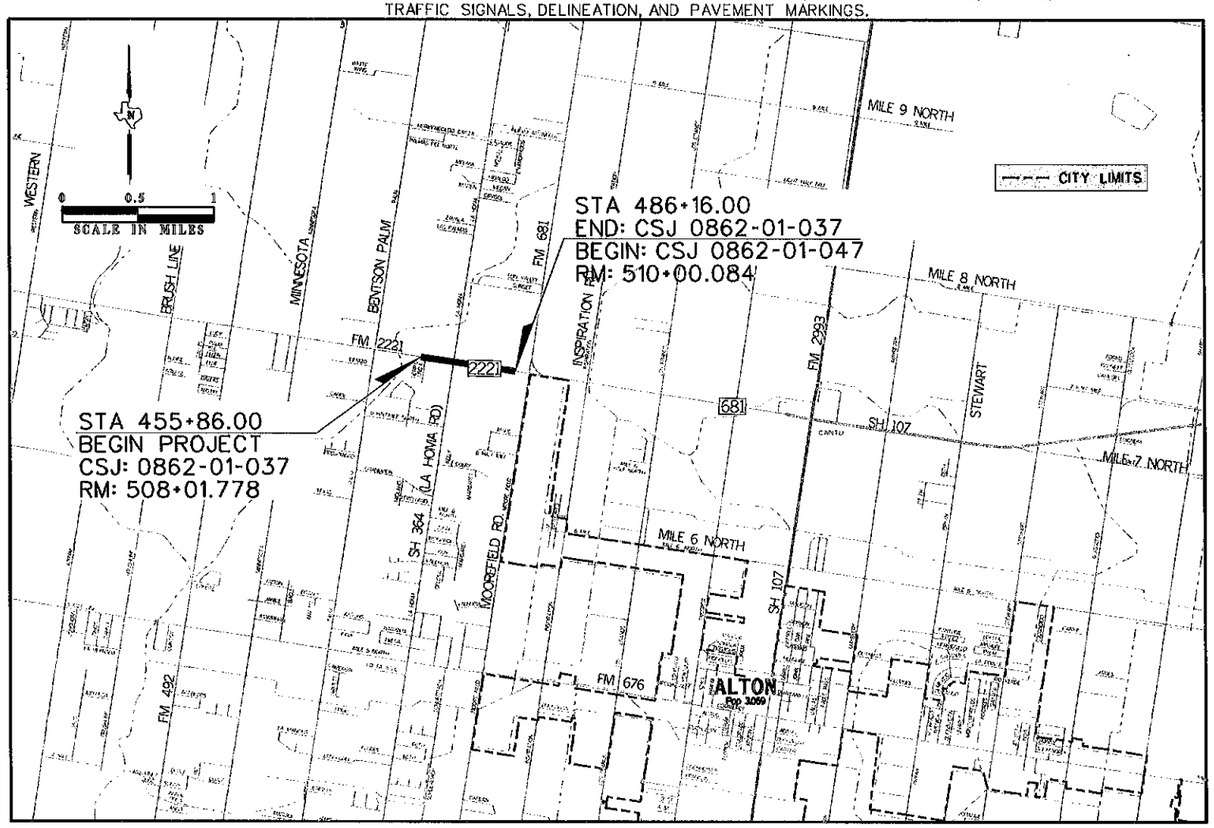
FM 2221

LIMITS: FROM 0.250 MI WEST OF SH 364 (LA HOMA) TO
0.250 MI WEST OF FM 681 (MOOREFIELD RD.).
NET LENGTH OF PROJECT : 3,030 FT.= 0.574 MILES



CONSTRUCTION OF THE WIDENING OF A NON-FREEWAY FACILITY

CONSISTING OF GRADING, STORM DRAIN SYSTEMS, IRRIGATION STRUCTURES, CROSS-CULVERTS, LIME TREATED SUBGRADE, FLEXIBLE BASE, ASPHALTIC CONCRETE PAVEMENT, CONC. CURB & GUTTER, WHEELCHAIR RAMPS, SIGNING, TRAFFIC SIGNALS, DELINEATION, AND PAVEMENT MARKINGS.



LOCAL ENTITIES

COUNTY OF HIDALGO
CONCURRENCE : DATE :
NAME TITLE

HIDALGO CO. DRAINAGE DIST. No. 1
CONCURRENCE : DATE :
NAME TITLE

HIDALGO CO. IRRIGATION DISTRICT #6
CONCURRENCE : DATE : 6-25-12
NAME TITLE

SEE INDEX OF SHEETS ON SHEET 2

FINAL PLAN DATA :

FINAL CONTRACT PRICE: _____
CONTRACTORS NAME: _____
CONTRACTORS ADDRESS: _____
LETTING DATE: _____
DATE WORK BEGAN: _____
DATE WORK COMPLETED: _____
DATE OF ACCEPTANCE: _____

CHANGE ORDERS & SUPP. AGREEMENTS :

ALL CONSTRUCTION WORK WAS PERFORMED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND CONTRACT. ALL PROPOSED CONSTRUCTION WAS COMPLETED UNLESS OTHERWISE NOTED.

VALENTE OLIVAREZ, JR., P.E. — DATE
AREA ENGINEER

L&G Engineering
Highway / Civil
Structural / Bridge
Environmental
Firm No. : F-4105
Exp. 08/31/2012

2100 W. Expressway 83
Mercedes, TX. 78570
Phone : (956) 565-9813
Fax : (956) 565-9018

900 S. Stewart Rd., Ste. 10
Mission, TX. 78572
Phone : (956) 585-1909
Fax : (956) 565-1927

NOTE: TDLR INSPECTION WILL NOT BE REQUIRED

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON JUNE 1, 2004 AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS SHALL GOVERN ON THIS PROJECT. REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MARCH 1994).

PROJECT DATA

DESIGN SPEED: 55 mph
EQUATIONS: NONE
EXCEPTIONS: NONE
FUNCTIONAL CLASS: MINOR ARTERIAL
BRIDGE: NONE
RAILROAD CROSSINGS: NONE PRESENT

ADT	
2013	14,100
2033	23,000

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RECOMMENDED FOR LETTING : _____ APPROVED FOR LETTING : _____
DISTRICT ENGINEER — DIRECTOR, TRAFFIC OPERATIONS DIVISION

SUBMITTED FOR LETTING : _____ APPROVED FOR LETTING : _____
RMA/LG PROJECT MANAGEMENT COORDINATOR — DIRECTOR, DESIGN DIVISION

COUNTY HIDALGO PROJ. NO. _____
HWY. NO. FM 2221 LETTING DATE _____
DATE ACCEPTED _____

FM 2221 0862-01-037

6/21/2012 K:\Counties\HID\FM681 - Phase II\GENERAL\Title Sheet\FM681 Title_With_OUT Mission Concurrence.dgn

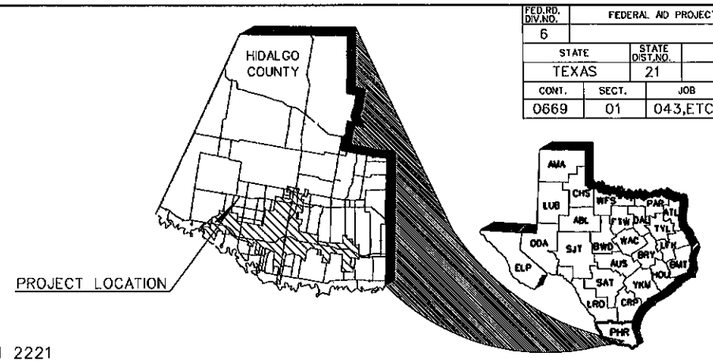
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6			1
STATE	STATE DIST.NO.	COUNTY	
TEXAS	21	HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
0669	01	043,ETC	FM 681

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED
STATE HIGHWAY IMPROVEMENT

FEDERAL AID PROJECT NO:
CSJ 0669-01-043, 0862-01-047

HIDALGO COUNTY
FM 681 / FM 2221

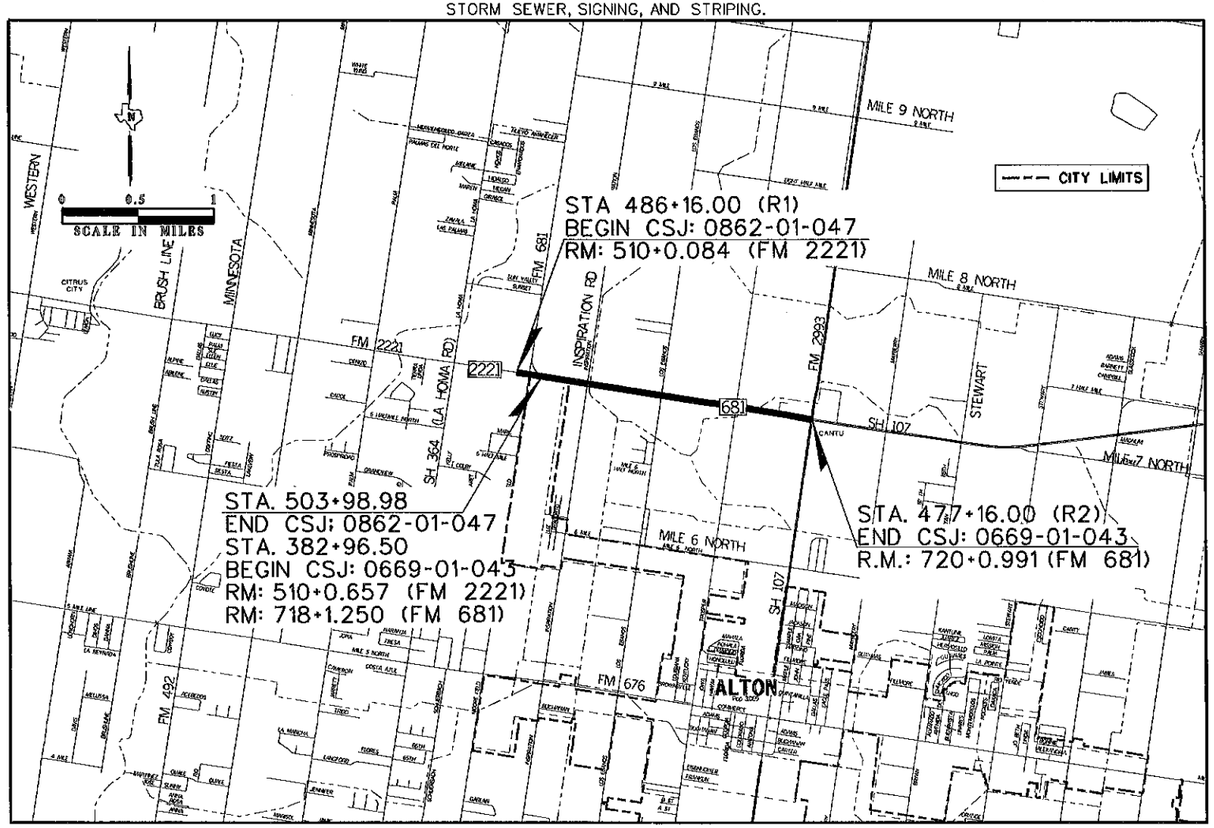


CSJ: 0862-01-047
LIMITS: FROM 0.252 MI WEST OF FM 681 (N) TO FM 681 (N) @ FM 2221
NET LENGTH: 1782.98 FT.= 0.338 MILES

CSJ: 0669-01-043
LIMITS: FROM FM 681 (N) @ FM 2221 TO SH 107 (CONWAY AVE.)
NET LENGTH: 9419.500 FT.= 1.784 MILES

RECONSTRUCTION & WIDENING OF A NON-FREEWAY FACILITY

RECONSTRUCT AN EXISTING ROADWAY TO A 4 LANE DIVIDED URBAN FACILITY CONSISTING OF GRADING, LIME TREATED SUBGRADE, FLEXIBLE BASE, ASPH. CONC. PAV., CURB AND GUTTER, DRAINAGE STRUCTURES, STORM SEWER, SIGNING, AND STRIPING.



FINAL PLAN DATA :

FINAL CONTRACT PRICE: _____
CONTRACTORS NAME: _____
CONTRACTORS ADDRESS: _____
LETTING DATE: _____
DATE WORK BEGAN: _____
DATE WORK COMPLETED: _____
DATE OF ACCEPTANCE: _____

CHANGE ORDERS & SUPP. AGREEMENTS :

ALL CONSTRUCTION WORK WAS PERFORMED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND CONTRACT. ALL PROPOSED CONSTRUCTION WAS COMPLETED UNLESS OTHERWISE NOTED.

VALENTE OLIVAREZ, JR., P.E. — DATE
AREA ENGINEER

SEE INDEX OF SHEETS ON SHEET 2

LOCAL ENTITIES

COUNTY OF HIDALGO
CONCURRENCE : — DATE :
NAME — TITLE

CITY OF MISSION
CONCURRENCE : — DATE : 06/21/12.
John Hernandez, P.E. — CITY ENGINEER
NAME — TITLE

HIDALGO CO. DRAINAGE DIST. No. 1
CONCURRENCE : — DATE :
NAME — TITLE

HIDALGO CO. IRRIGATION DISTRICT #6
CONCURRENCE : — DATE : 6-25-12
NAME — TITLE

UNITED IRRIGATION DISTRICT
CONCURRENCE : — DATE : 6-21-12
NAME — TITLE

CSJ LENGTH TABLE

CSJ	TOTAL	
	FT	MI
CSJ: 0862-01-047	1782.98	0.338
CSJ: 0669-01-043	9419.500	1.784
TOTAL	11,202.48	2.122

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON JUNE 1, 2004 AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS SHALL GOVERN ON THIS PROJECT. REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MARCH 1994).

PROJECT DATA

DESIGN SPEED:
55 mph (FM 681/FM 2221)
45 mph (MOOREFIELD RD) (INSPIRATION RD) (LOS EBANOS RD) (TROSPER RD)

EQUATIONS:
STA. 503+98.98 BK =
STA. 382+96.50 AH

ADT:
2007 15,000
2027 25,000

EXCEPTIONS:
NONE

FUNCTIONAL CLASS:
MINOR ARTERIAL

BRIDGE:
NONE

RAILROAD CROSSINGS:
NONE PRESENT

NOTE: TDLR INSPECTION SHALL BE REQUIRED

L&G Engineering
Highway / Civil
Structural / Bridge
Environmental
Firm No. : F-4105
Exp. 08/31/2012

2100 W. Expressway 83
Mercedes, TX. 78570
Phone : (956) 565-9813
Fax : (956) 565-9018

900 S. Stewart Rd., Ste. 10
Mission, TX. 78572
Phone : (956) 585-1909
Fax : (956) 565-1927

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RECOMMENDED FOR LETTING : — APPROVED FOR LETTING :
DISTRICT ENGINEER — DIRECTOR, TRAFFIC OPERATIONS DIVISION

SUBMITTED FOR LETTING : 6/12/12 — APPROVED FOR LETTING :
RMA/LG PROJECT MANAGEMENT COORDINATOR — DIRECTOR, DESIGN DIVISION

COUNTY HIDALGO PROJ. NO.
HWY. NO. FM. 681 LETTING DATE
DATE ACCEPTED

0669-01-043, ETC.
FM 681

K:\Counties\HID\FM681\GENERAL\Title Sheet\FM681 Title.dgn
5/15/2012

AI-33046 **Precinct #4 21. A.**

CC REGULAR

Meeting Date: 07/03/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval to re-appoint Forrest Runnels to the Hidalgo County Regional Mobility Authority (RMA) - term 2/2/12-2/1/14

BACKGROUND

Term expired 2/1/12

New Term 2/2/12 to 2/1/14

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	06/28/2012 03:24 PM
Purchasing Department	Angela Garcia	06/29/2012 05:38 PM

Form Started By: Monica Badillo Started On: 06/28/2012 03:17 PM

Final Approval Date: 06/29/2012

AI-32817 **Purchasing Department 23. A. 4.**

CC REGULAR

Meeting Date: 07/03/2012

Department Head: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to Chapter 791 of the Texas Government Code (ILAs), requesting acceptance and approval of an Interlocal Cooperation Agreement between Hidalgo and Willacy Counties, both being political subdivisions of the State of Texas, for the purposes of of rendering and receiving autopsy services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact on County-this interlocal will generate revenues to Hidalgo County.

Attachments

Interlocal Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/21/2012 12:36 PM
Budget & Management	Merlen P. Munoz	06/21/2012 12:55 PM
Rosalinda Cantu	Rosie Cantu	06/22/2012 04:25 PM
Auditor's Office	Angela Garcia	06/29/2012 05:38 PM

Form Started By: Vangie Garcia Started On: 06/13/2012 02:39 PM

Final Approval Date: 06/29/2012

Interlocal Cooperation Agreement for Autopsy Services
Between Hidalgo County and Willacy County

This Agreement is made pursuant to the authority provided by the Interlocal Cooperation Act, Chapter 791 Texas Government Code, by the following parties: Hidalgo County, a political subdivision of the State of Texas, and Willacy County, a political subdivision of the State of Texas.

Recitals

Willacy County has not established and does not maintain a medical examiners office and is not part of a medical examiners district. Willacy County desires to utilize Hidalgo County's contracted vendor for autopsy services, Dr. Norma Jean Farley, as a forensic pathologist.

Hidalgo County desires to assist in providing autopsy services to Willacy County, if requested. Hidalgo County has in its employ autopsy technicians who will assist in the performance of autopsy services. Further, Hidalgo County is developing a forensic medical science facility, the location of which all future autopsies will be performed.

Both Willacy County and Hidalgo County have the authority to enter into an interlocal cooperation agreement for the purpose of rendering and receiving autopsy services under Texas Government Code Chapter 791.

Agreement

Hidalgo County and Willacy County mutually agree to the terms and conditions stated in this agreement as follows:

1.0 Definitions

In this agreement:

1.01 "Autopsy" means a postmortem examination of the body of a person to determine the cause of death or the nature of any pathological changes that may have contributed to the death, or to identify the person. An autopsy includes, at the discretion of the doctor performing the examination, an examination of the internal organs and structures after dissection; an external examination of the body only; taking or removing from a body organs, tissues and body fluids for examination; taking x-rays and photographs; and toxicological analysis.

1.02 "Justice of the Peace" means any person lawfully holding the office of justice of the peace in Willacy County.

1.03 "County Judge" means any person lawfully holding the office of County Judge in Willacy County.

1.04 "Forensic Pathologist" means the Hidalgo County contracted vendor who performs autopsy services, and/or his/her designee.

1.05 "Forensic Pathologist Testimony" means to provide expert testimony, on any autopsy provided under this agreement, by the Forensic Pathologist or any member of the staff, including technicians employed by Hidalgo County.

2.0 Terms

2.01 *Initial Term*. This agreement's initial term shall commence on the date on which the last party signs it and shall continue until June 1, 2013.

2.02 *Automatic Renewal*. After that date, this agreement shall automatically renew on June 1, 2013, for an additional term of one (1) year, and shall automatically renew for additional terms of (1) year on June 1, of each subsequent year unless terminated under Section 10.0.

3.0 Willacy County Responsibilities

3.01 *Authority to Order Services*. A Justice of the Peace may request the Forensic Pathologist to perform an autopsy utilizing technicians employed by Hidalgo County and to be performed at the Hidalgo County designated forensic facility. A County Judge operating under Texas Code of Criminal Procedure Article 49.07(c)(2) may also request the Forensic Pathologist to perform an autopsy.

3.02 *Written Request*. A Justice of the Peace and/or County Judge requesting an autopsy shall submit to the Forensic Pathologist a signed order requesting same. In addition, the Justice of the Peace/County Judge must contact the Forensic Pathologist a minimum of one (1) hour before a body is delivered to notify the Forensic Pathologist that a body will be arriving and to provide information about the decedent.

3.03 *Forensic Pathologist Rates*. If a Justice of the Peace/County Judge requests the Forensic Pathologist perform an autopsy pursuant to this agreement, rates are to be determined by separate agreement between the Forensic Pathologist and Willacy County.

3.04 *Hidalgo County Rates*. If a Justice of the Peace/County Judge requests the Forensic Pathologist perform an autopsy, Willacy County shall pay Hidalgo County for the use of its forensic science facility, supplies, storage fees, and for the use of autopsy technicians in the employ of Hidalgo County. The applicable rates are set forth in the attached Exhibit "A". Hidalgo County may require Willacy County to pay a non-pro-rated $85 day for each body that remains at the Hidalgo County forensic facility beyond seventy-two (72) hours after the Forensic

Pathologist has faxed Willacy County the preliminary findings for an identified body.

3.05 *Payment*. Texas Government Code Chapter 2251 governs payments to Hidalgo County for its autopsy services. This includes but is not limited to the use of Hidalgo County employees as autopsy technicians and the use of the Hidalgo County forensic medical science facility for the performance of autopsies.

3.06 *Responsibility for Claims*. Willacy County expressly agrees and acknowledges that Willacy County shall be responsible for any and all claims, causes of action, suits, losses, damages, and liability of any kind, including all litigation expenses, court costs, and attorney's fees, for any person's injury or death, or for damage to any property arising in connection with the autopsy services performed for Willacy County under this agreement, other than for willful or malicious acts or omissions by any other Hidalgo County officer, agent, or employee, for which liability, if any, shall be determined under Texas law.

3.07 Willacy County reserves the right to seek autopsy services from any other source during the term of this agreement.

4.0 Hidalgo County Responsibilities

4.0l *Providing Autopsy Services*. Hidalgo County agrees to provide assistance with autopsy services when an autopsy has been ordered by any Justice of the Peace/County Judge with certain exceptions outlined below.

The Forensic Pathologist may deny a request for services without the consent or approval of Hidalgo County.

Further, Hidalgo County may deny a request for services under this agreement in the event of a "compelling need". For the purposes of this section, "compelling need" includes a significant staff shortage, mass disaster, or other emergency circumstance. Hidalgo County may also deny a request for services under the following:

As one of the remedies outlined in Texas Government Code Section 2251.051 for a governmental body's failure to pay a vendor;

If the request for medical examiner services does not comply with Section 3.02 herein; or

If the Justice of the Peace/County Judge did not comply with Section 3.03 herein in a previous request.

4.02 *Reliance on Order*. Hidalgo County may rely on any order by any Justice of the Peace/County Judge as an authorized request from Willacy County.

4.03 *Invoices*. Hidalgo County provides autopsy services to Willacy County and Hidalgo County shall invoice Willacy County at the rates set forth in Section 3.04, or at the rates as outlined in the attached Exhibit "A". If Willacy County notifies Hidalgo County that any invoice lacks sufficient information and specifies what information is needed, Hidalgo County shall provide the additional information within ten (10) days of that notice.

5.0 Compliance with the Law

5.01 Willacy County and Hidalgo County shall comply with all laws, rules, and regulations applicable to this agreement.

6.0 Retention, Accessibility, and Audit of Records

6.01 *Custodian*. The Justice of the Peace who requests an autopsy under this agreement is the custodian of the records generated by the Forensic Pathologist in providing the autopsy.

6.02 *Hidalgo County Retention*. Hidalgo County shall maintain any records and documentation it may have in its possession as a result of providing autopsy services under this agreement.

6.03 *Access*. Hidalgo County shall provide the requesting Justice of the Peace, County Judge or their duly authorized representative, access to any records or documentation it may have in its possession. These rights to access shall continue as long as these records are retained by Hidalgo County.

7.0 Amendments

7.01 *Formal Process*. Any change to this agreement's provisions, except for changes to the rates in 3.04, shall be made in writing and signed by all parties. Willacy County acknowledges that no Hidalgo County officer, agent, employee, or representative has any authority to change this agreement's provisions unless the Hidalgo County Commissioners Court expressly grants that authority, Hidalgo County acknowledges that no Willacy County officer, agent, employee, or representative has any authority to change this agreement's provisions unless the Willacy County Commissioners Court expressly grants that authority.

7.02 *Amending 3.04 Rates*. Hidalgo County may amend the rates stated in 3.04 by sending a notice of rate change under 11.0 to Willacy County at least sixty (60) days before the change is to become effective. If Willacy County do not send a notice under 11.0 stating that the change is unacceptable before its effective date, Willacy County shall accept the rates stated in the notice of rate change and shall pay those rates for any autopsy services that Hidalgo County provides after the effective date.

7.03 *Willacy County Request*. Willacy County shall submit all requests for change to this agreement to the Hidalgo County District Attorney's Office. Any requested revision will be presented to the Hidalgo County Commissioners Court for consideration.

7.04 *Hidalgo County Request*. Hidalgo County shall submit all requests for changes to this agreement to the Willacy County Judge and/or District Attorney. The Willacy County Judge and/or District Attorney shall present Hidalgo County's requests to the Willacy County Commissioners Court for consideration.

8.0 Payments from Current Revenues

8.01 Each party paying for the governmental functions or services shall make those payments from current revenues available to the paying party.

9.0 Non-Waiver and Reservation of Remedies

9.01 *Non-Waiver*. Any act of forbearance by either party to enforce any of this agreement's provisions shall not be construed as this agreement's modification or as a waiver of the other party's concurrent or future breach or default. Either party's failure to exercise any right or privilege granted in this agreement shall not be construed as a waiver of that right or privilege.

9.02 *Reservation of Rights and Remedies*. All rights of all parties under this agreement are specifically reserved. Any payment, act or omission by a party shall not impair or prejudice that party's remedies or rights under this agreement. Any right or remedy stated in this agreement shall not preclude exercising any other right or remedy, whether under this agreement, the law, or at equity; and neither shall any action taken in exercising any right or remedy be deemed a waiver of any other rights or remedies.

10.0 Termination

10.01 Any party may terminate this agreement at any time, with or without cause, by giving the other party written notice of its intent to terminate at least thirty (30) days prior to the termination's effective date.

10.02 *Rights Surviving Termination*. If any party terminates this agreement, Hidalgo County has a right to payment for all services provided before the effective date of termination that have not been paid for.

11.0 Notices

11.01 *Notice Method*. Any notice required or permitted to be given under this agreement by one party to the other shall be in writing. If notice is delivered in person to the appropriate address in 11.02 or 11.03, it shall be deemed to have been given immediately. Alternatively, if notice is addressed to the appropriate address in 11.02 or 11.03 and placed in the United States mail, postage prepaid by registered or certified mail with return receipt requested, it shall be deemed given on the third day following mailing.

11.02 *Hidalgo County Address*. Hidalgo County address for all purposes under this agreement shall be:

Hidalgo County
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

11.03 *Address of Willacy County*. The address of Willacy County for all purposes under this agreement and for all notices shall be:

Willacy County Judge
Hon. John F. Gonzales, Jr.
576 W. Main St.
Raymondville, Texas 78580

11.04 *Change of Address*. Each party may change the address for notice to it by giving notice of the change under 11.01.

12.0 Assignability

12.01 Neither party may assign any of the rights or duties created by this agreement without the other party's prior written approval. Willacy County acknowledges that no Hidalgo County officer, agent employee or representative has any authority to grant such assignment unless the Hidalgo County Commissioners Court expressly grants that authority. Hidalgo County acknowledges that no Willacy County officer, agent, employee or representative has any authority to change this agreement's provisions unless the Willacy County Commissioners Court expressly grants that authority.

13.0 Entire Agreement

13.01 This agreement and its attachment, incorporated here by reference and inclusion, represent the entire agreement between the parties and supersedes all prior representations, agreements, statements, and understandings relating to its subject matter, whether verbal or in writing.

14.0 Interpretation on Contract

14.01 *Law*. This agreement shall be governed by the laws of the State of Texas.

14.02 *Severability*. If any portion of this agreement is ruled invalid by a court of competent jurisdiction, the remainder of the agreement shall be construed as if that portion were not included in the agreement and shall remain valid and binding.

14.03 *Time Computation*. When any period of time is stated in this agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day the either Hidalgo County or Willacy County have declared a holiday for its employees, these days shall be omitted from the computation.

14.04 *Number and Gender*. Words of any gender in this agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the agreement clearly requires otherwise.

14.05 *Headings.* The headings at the beginning of this agreement's provisions have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this agreement.

15.0 Legal Authority

15.01 *Willacy County Signors***.** An individual signing this agreement on behalf of Willacy County, or representing himself to be signing this agreement on Willacy County's behalf, does hereby warrant and guarantee that Willacy County authorized the individual to sign this agreement on Willacy County's behalf and to bind Willacy County validly and legally to this agreement.

15.02 *Hidalgo County Signors*. An individual signing this agreement on Hidalgo County's behalf, or representing himself to be signing this agreement on Hidalgo County's behalf, does hereby warrant and guarantee that Hidalgo County authorized the individual to sign this agreement on Hidalgo County's behalf and to bind Hidalgo County validly and legally to this agreement.

16.0 Duplicate Originals

16.01 This document may be executed in duplicate originals.

Executed as of the later date set forth below.

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge
Hidalgo County

Date:_____

WILLACY COUNTY

By:_____
Willacy County Judge

Date:_____

ATTEST:

By:_____
Arturo Guajardo
Hidalgo County Clerk

APPROVED AS TO FORM:

BY:_____
Josephine Ramirez Solis
Assistant District Attorney
Hidalgo County

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

EXHIBIT "A"
HIDALGO COUNTY RATES

Autopsy Technicians per day for each body	$150.00
Use of cooler-first day (1st) for each body	$ 85.00
Additional days after first day	$ 75.00
Use of Hidalgo County Forensic Facility for each body that remains at the facility beyond twenty-four (24) hours	$ 85.00

From: Josephine L. Ramirez
To: "Evangelina Garcia"
Cc: roy.cazares@da.co.hidalgo.tx.us
Subject: FW: Interlocal-Autopsy
Date: Wednesday, June 13, 2012 1:43:26 PM
Attachments: Interlocal Agreement for Autopsy Services-Willacy.docx

---

See my email communications with the Willacy County DA below. The item is on the CC of Willacy County's agenda tomorrow. Please get the item on our agenda for approval

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

****
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****

-----Original Message-----
From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Wednesday, June 13, 2012 1:42 PM
To: 'Bernard Ammerman'
Cc: 'roy.cazares@da.co.hidalgo.tx.us'
Subject: Interlocal-Autopsy

Bernard,

Ok, here is the final revised interlocal. I did not email the rate sheet that needs to be attached. It was sent to you by fax. I don't have it scanned in. Let me know if you need another copy of it.

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

AI-32845 **Purchasing Department** **23. B. 1.**

CC REGULAR

Meeting Date: 07/03/2012

Department Head: Martha L. Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Presentation of correspondence from vendor, Bouganbilias Construction, for Commissioner's Court to permit/approve the withdrawals of the bid submitted for the construction of a new Constable, Pct. #1 building/offices; and, if approved,

b. Discussion and action in connection with County's options to possibly retain Bid Bond (5% of vendor's bid amount) from Bouganbilias Construction, if applicable and feasible;

c. Presentation of bids received for the purposes of awarding the base bid to the lowest responsive responsible bidders for the following projects:

	Project No.	Description	Bid Award Recommended Vendor	Bid Amount	Recommendation by:
1.	2012-028-05-09-MSS	Hidalgo County -Construction of New Constable Precinct No. 1 Offices	Holchemont, LTD	$724,000.00	**Project Architect:** Alcocer Garcia Associates, Inc. **Construction Manager:** G.A.S. Enterprises, Inc.
2.	2012-028A-05-09-MSS	Hidalgo County -Construction of New Constable Precinct No. 1 Offices-Parking Lot and Off-Site Drainage	FJW Construction	$431,513.25	**Project Engineer:** Guzman and Munoz Engineering and Surveying, Inc. **Construction Manager:** G.A.S. Enterprises, Inc.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

As per Mr. Sergio Cruz, Budget Officer, funding has not been identified, it would need to be discussed in court.

Attachments

Award Recom Constable Pct 1 Offices and Site Work Prkng and Drainage

Participating Vendors List -Parking Lot and Drainge

Constable Pct 1 Offices -Participating Vendors List

FJW Construction Bid Page

Holchemont Construction Bid Page

Withdrawal Reques Frm Bougamilia Const

Bid Bond Bougamilias Construction

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/19/2012 11:14 AM
Budget & Management	Merlen P. Munoz	06/19/2012 11:23 AM
Rosalinda Cantu	Rosie Cantu	06/19/2012 04:26 PM
Auditor's Office	Angela Garcia	06/29/2012 05:38 PM

Form Started By: Moises Salazar Started On: 06/14/2012

Final Approval Date: 06/29/2012

G.A.S. ENTERPRISES, INC.
GENERAL CONTRACTOR
P.O. BOX 309 / 635 W. EDINBURG AVE.
ELSA, TEXAS 78543
PHONE 956-262-7106 / FAX 956-262-7107

May 25, 2012

Vangie Y. Garcia, Contract's Manager
County of Hidalgo, Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Tx. 78539

Re: Pct. No. 1 Constable's Bldg. Project
& Parking Lot/Off-Site Improvements
Review of Bids & Recommendations

Dear Ms. Garcia:

Attached please find the recommendations by the Review Team for the Projects identified as:

1. Precinct 1 Constable's Office Building Project
2. Precinct 1 Constable's Office Building Project - Parking Lot & Off-Site Improvements

The Review Team consisting of Commissioner Quintanilla, Constable Avila, Jose Muniz and Jose Reyes with G&MES, Civil Engineers, Ed Alcocer with AGADC - Project Architects and myself met today at Precinct 1 Meeting Room and the following construction companies are being recommended for approval:

1. Constable's Office Building - Holchemont LTD
2. Parking Lot & Off-Site Improvements - FJW Construction

If you have any questions, please contact me.

Sincerely,

Rene Salinas

Cc: Commissioner Joel Quintanilla
Constable Celestino Avila
Ed Alcocer, AGADC
Jose Muniz, G&MES
Jose Reyes, G&MES

JOEL QUINTANILLA
County Commissioner
Hidalgo County PCT. 1

May 25, 2012

Hidalgo County Purchasing Department
C/o Martha Salazar, Purchasing Agent
2802 S. Business Highway 281
Edinburg, Tx 78531

Ref: Precinct 1 Constable's Office Building Project
Architect's Opinion

Ms. Salazar:

We have received the attached letter dated May 24, 2012, wherein the Project Architect, AGADC, submits an opinion regarding the bid process for construction of the Constable's Office Building. According to the Architect, the low bid presented by Bougambilia's Construction is non-responsive and, therefore, not viable.

The second lowest bid submitted by Holchemont, LTD, appears to be in full compliance of the bidding requirements. I, Commissioner Joel Quintanilla, and Constable Celestino Avila, met with Ed Alcoer and George Garcia with AGADC, Project Architects, and Rene Salinas, Construction Manager for the Project, and hereby agree to recommend the second lowest bidder, Holchement, LTD, as the General Contractor to perform the work as specified for the amount of $724,000.00.

Sincerely,

Joel Quintanilla
County Commissioner, Pct. 1

Celestino Avila
County Constable, Pct. 1

Alcocer Garcia Associates, Inc.
1333 E. Jasmine Ave McAllen, Texas 78501 Off. 956-618-2007 Fax. 956-618-2008

May 24, 2012

Rene Salinas, Construction Manager
GAS Enterprises, Inc.
P.O. Box
Elsa, TX 78

RE: Hidalgo County Precinct 1 Constable's Office Building

Dear Mr. Salinas,

This is to further clarify our opinion on the Bid submitted for the project by Bougambilias Construction, LLC. Bougambilias Construction did not acknowledge receipt of Addendum No. 3. on the Bid form, nor in any of the other documents submitted with the bid. Addendum No. 3 contained items that materially affect the cost of the work. The Bid, therefore, should be considered 'non responsive' and beyond any further consideration.

The second lowest bid was submitted by Holchemont, LTD.. This bid was submitted in compliance with the bidding requirements. Based on the Holchemont, LTD Statement of Qualifications included with the bid, the company is well-qualified to build the project.

Please consider the above and let us know if we can provide any other information.

Sincerely,

George A. Garcia,
Project Architect

PROJECT: 2012-028-05-09-MSS
Hidalgo County Precinct One
New Constable Office Building
Weslaco, Texas

OWNER: County of Hidalgo

PROJECT ARCHITECT: Alcocer Garcia Associates, Inc
McAllen, Texas

BID DATE: May 9, 2012 BID TIME: 3:00 p.m.

BIDDERS TABULATION:

GENERAL CONTRACTOR	BASE BID	ADDENDUM	BID BOND
ALL-PRO CONTRACTOR, INC			
2. BOUGAMBILLA CONSTRUCTION, LLC	659,971.00	1, 2	✓
C.A.S COMPANIES, LP			
CASTLE ENTERPRISES			
1. DKIII HORNBACK ENT. LTD	845,000.00	1, 2, 3	✓
6. E-CON GROUP	860,000.00	1, 2, 3	✓
ENRIQUEZ ENTERPRISES, INC	~~860,000.00~~		
FJW CONSTRUCTION			
GONZALEZ BROTHERS CONSTRUCTION			
7. HIGHMARK CONSTRUCTION CO., LLC	910,000.00	1, 2, 3	✓
3. RIGNEY CONSTRUCTION	865,000.00	1, 2, 3	✓
5. SPACEMAKER CONSTRUCTION MAN.	806,000.00	1, 2, 3	✓
TRI-GEN CONSTRUCTION			
4. HOLCHEMONT LTD	724,000.00	1, 2, 3	✓

JOEL QUINTANILLA
County Commissioner
Hidalgo County PCT. 1

May 25, 2012

Hidalgo County Purchasing Department
C/o Martha Salazar, Purchasing Agent
2802 S. Business Highway 281
Edinburg, Tx 78531

Ref: Precinct 1 Constable's Office Building Project
Parking Lot & Off-Site Drainage Improvements

Ms. Salazar:

We have reviewed the attached Bid Tabulation Form prepared by the Project Engineer for the Parking Lot & Off-Site Drainage Improvements Project together with their recommendation for the selection of the Contractor to perform the work.

I, Commissioner Joel Quintanilla, and Constable Celestino Avila, met with Jose Reyes, GMES Project Engineer and Rene Salinas, Construction Manager for the Project, and hereby approve the recommendation of FJW Construction of McAllen as the Contractor to perform the work for the amount of $432,513.25 as specified.

Sincerely,

Joel Quintanilla
County Commissioner, Pct. 1

Celestino Avila
County Constable, Pct. 1

GM
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 8, 2012

Commissioner Joel Quintanilla
County of Hidalgo, Precinct # 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

RE: Precinct No. 1 – Constables Office – On Site Parking Lot Improvements and Off Site Drainage Improvements Engineer's recommendation on bids received

Commissioner Quintanilla:

On May 9, 2012, the County received and opened six bids for the above referenced project from:

1. Jimmy Closner & Sons
2. High Mark Construction
3. FJW Construction
4. DK III Hornback Construction
5. ASAGO Construction
6. Bougambilias Construction

The low bidder was FJW Construction of McAllen, Texas with a base bid of $431,513.25 and the second lowest base bid was for $434,525.77 from Bougambilias Construction out of Brownsville, Texas.

Guzman & Munoz Engineering and Surveying Inc. (GMES) as project engineers are recommending that the Precinct award this project to the low bidder, FJW Construction in the base bid amount of $431,513.25. We have attached the bids tabulation spreadsheet for your review and information.

Should you have any questions or concerns please feel free to contact our office at (956) 565-4637.

Respectfully Submitted,

P.E.

Jose G. Reyes, P.E.
GMES Project Engineer

JLM/oml

BID TABULATION FOR
HIDALGO COUNTY PRECINCT 1 NEW CONSTABLE OFFICE

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	BIDDER #1 UNIT PRICE	BIDDER #1 TOTAL PRICE	BIDDER #2 UNIT PRICE	BIDDER #2 TOTAL PRICE	BIDDER #3 UNIT PRICE	BIDDER #3 TOTAL PRICE	BIDDER #4 UNIT PRICE	BIDDER #4 TOTAL PRICE	BIDDER #5 UNIT PRICE	BIDDER #5 TOTAL PRICE	BIDDER #6 UNIT PRICE	BIDDER #6 TOTAL PRICE
Paving and Drainage				**Jimmy Closner & Sons Construction, Co., Inc.**		**HighMark Construction Co., LLC**		**FJW Construction, LLC**		**DK III Hornback RFD, Inc.**		**Asago Construction, LLC**		**Bougambilias Construction, LLC**	
1	2" HMAC (Type D) (Comp. Thick)	5,389	S.Y.	$10.55	$56,853.95	$17.07	$91,990.23	$11.00	$59,279.00	$12.05	$64,937.45	$9.00	$48,501.00	$16.45	$88,649.05
2	Prime Coat (MC-30) (0.2 gal/SY)	1,078	Gal	$4.50	$4,851.00	$14.84	$15,997.52	$5.00	$5,390.00	$8.35	$9,001.30	$5.00	$5,390.00	$8.05	$8,677.90
3	6" Flex Base (New) (TxDOT Item 247) (TY A, GR 1)	5,426	S.Y.	$6.50	$35,269.00	$10.14	$55,019.64	$8.00	$43,408.00	$8.58	$46,555.08	$6.00	$32,556.00	$8.74	$47,423.24
4	6" Lime Treated Existing Subgrade	5,426	S.Y.	$3.00	$16,278.00	$4.79	$25,990.54	$2.00	$10,852.00	$7.07	$38,361.82	$4.00	$21,704.00	$3.28	$17,797.28
5	Lime (HYD, COM, or QK) (Slurry) (Subgrade) (4% as per Geo-Tech)	54	Ton	$180.00	$9,720.00	$278.00	$15,012.00	$165.00	$8,910.00	$215.24	$11,622.96	$200.00	$10,800.00	$201.25	$10,867.50
6	Earthwork Pond (Excavation)	624	C.Y.	$3.25	$2,028.00	$10.00	$6,240.00	$10.00	$6,240.00	$20.56	$12,829.44	$6.00	$3,744.00	$5.75	$3,588.00
7	18" Concrete Curb & Gutter	2,171	L.F.	$6.80	$14,762.80	$16.00	$34,736.00	$8.75	$18,996.25	$8.48	$18,410.08	$9.00	$19,539.00	$10.35	$22,469.85
8	Concrete Driveways	130	S.Y.	$54.00	$7,020.00	$46.15	$5,999.50	$36.00	$4,680.00	$50.12	$6,515.60	$40.00	$5,200.00	$62.10	$8,073.00
9	15" RCP (CL III)	777	L.F.	$30.00	$23,310.00	$28.00	$21,756.00	$36.00	$27,972.00	$54.93	$42,680.61	$25.00	$19,425.00	$28.75	$22,338.75
10	30" RCP (Rubber Gasket)	911	L.F.	$70.00	$63,770.00	$65.86	$59,998.46	$65.00	$59,215.00	$51.08	$46,533.88	$50.00	$45,550.00	$31.05	$28,286.55
11	30" Concrete Headwall	1	EA.	$1,600.00	$1,600.00	$3,000.00	$3,000.00	$1,200.00	$1,200.00	$5,911.00	$5,911.00	$4,000.00	$4,000.00	$517.50	$517.50
12	12" Safety End Treatment	2	EA.	$750.00	$1,500.00	$2,500.00	$5,000.00	$400.00	$800.00	$1,413.50	$2,827.00	$1,500.00	$3,000.00	$322.00	$644.00
13	Type "C-C" (Grate) Inlet	1	EA.	$3,200.00	$3,200.00	$2,000.00	$2,000.00	$3,600.00	$3,600.00	$2,762.75	$2,762.75	$3,500.00	$3,500.00	$402.50	$402.50
14	48" Concrete Manhole	4	EA.	$3,700.00	$14,800.00	$2,500.00	$10,000.00	$2,900.00	$11,600.00	$3,726.50	$14,906.00	$4,000.00	$16,000.00	$1,725.00	$6,900.00
15	Junction Box (Concrete)	1	EA.	$5,300.00	$5,300.00	$3,000.00	$3,000.00	$4,500.00	$4,500.00	$644.43	$644.43	$5,000.00	$5,000.00	$460.00	$460.00
16	Street Repair (Storm Sewer) (Saw-cut)	52	S.Y.	$25.00	$1,300.00	$50.00	$2,600.00	$26.00	$1,352.00	$6.43	$334.36	$50.00	$2,600.00	$46.00	$2,392.00
17	Fence (Chain Link 8" high w/Barded Wire and Gate)	464	L.F.	$30.00	$13,920.00	$215.51	$99,996.64	$24.00	$11,136.00	$25.00	$11,600.00	$40.00	$18,560.00	$25.30	$11,739.20
18	Fence Cedar Wood (Treated)	40	L.F.	$35.00	$1,400.00	$62.50	$2,500.00	$21.00	$840.00	$15.00	$600.00	$30.00	$1,200.00	$17.25	$690.00
19	3 ft. Concrete Flume	1	EA.	$1,200.00	$1,200.00	$1,500.00	$1,500.00	$250.00	$250.00	$500.00	$500.00	$2,000.00	$2,000.00	$1,748.00	$1,748.00
20	Remove and Replace Concrete Sidewalk (Saw-cut)	7	S.Y.	$80.00	$560.00	$71.00	$497.00	$45.00	$315.00	$39.84	$278.88	$30.00	$210.00	$46.00	$322.00
21	Remove and Replace Curb & Gutter (Saw-cut)	23	L.F.	$15.00	$345.00	$40.00	$920.00	$12.00	$276.00	$41.12	$945.76	$20.00	$460.00	$18.40	$423.20
22	Remove and Replace Concrete Driveway (Saw-cut)	20	S.Y.	$80.00	$1,600.00	$250.00	$5,000.00	$45.00	$900.00	$35.98	$719.60	$40.00	$800.00	$18.40	$368.00
23	Concrete Pavement	395	S.Y.	$60.00	$23,700.00	$50.67	$20,014.65	$36.00	$14,220.00	$32.13	$12,691.35	$40.00	$15,800.00	$34.50	$13,627.50
24	Industrial Ornamental Metal Fence (with 2-gates)	195	L.F.	$110.00	$21,450.00	$46.15	$8,999.25	$65.00	$12,675.00	$52.00	$10,140.00	$200.00	$39,000.00	$71.30	$13,903.50
25	Light Pole and Foundation	16	EA.	$6,010.00	$96,160.00	$4,500.00	$72,000.00	$4,000.00	$64,000.00	$4,375.00	$70,000.00	$4,900.00	$78,400.00	$4,370.00	$69,920.00
26	Parking Lot Stripping and Signage	1	L.S.	$5,100.00	$5,100.00	$1,500.00	$1,500.00	$3,500.00	$3,500.00	$4,000.00	$4,000.00	$3,000.00	$3,000.00	$2,200.00	$2,200.00
27	Electrical Relocation Allowance	1	L.S.	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
TOTAL BID AMOUNT					**$431,997.75**		**$576,267.43**		**$381,106.25**		**$441,309.35**		**$410,939.00**		**$389,428.52**

Sanitary Sewer				BIDDER #1 Jimmy Closner & Sons Construction, Co., Inc.		BIDDER #2 HighMark Construction Co., LLC		BIDDER #3 FJW Construction, LLC		BIDDER #4 DK III Hornback RFD, Inc.		BIDDER #5 Asago Construction, LLC		BIDDER #6 Bougambilias Construction, LLC	
1	6" SDR-35 (Sanitary Sewer Line)	226	L.F.	$35.00	$7,910.00	$22.12	$5,000.00	$16.00	$3,616.00	$14.14	$3,195.64	$20.00	$4,520.00	$9.20	$2,079.20
2	12" x 6" Sewer Tapp (Tie-in)	1	EA.	$2,400.00	$2,400.00	$1,800.00	$1,800.00	$4,200.00	$4,200.00	$841.68	$841.68	$2,000.00	$2,000.00	$287.50	$287.50
3	Street Repair (Sanitary Sewer)	25	S.Y.	$40.00	$1,000.00	$75.00	$1,875.00	$26.00	$650.00	$160.63	$4,015.75	$30.00	$750.00	$51.75	$1,293.75
4	Laydown Curb Repair	20	L.F.	$30.00	$600.00	$40.00	$800.00	$10.00	$200.00	$237.73	$4,754.60	$10.00	$200.00	$18.40	$368.00
TOTAL BID AMOUNT					**$11,910.00**		**$9,475.00**		**$8,666.00**		**$12,807.67**		**$7,470.00**		**$4,028.45**

BID TABULATION FOR
HIDALGO COUNTY PRECINCT 1 NEW CONSTABLE OFFICE

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Water				**BIDDER #1** Jimmy Closner & Sons Construction, Co., Inc.		**BIDDER #2** HighMark Construction Co., LLC		**BIDDER #3** FJW Construction, LLC		**BIDDER #4** DK III Hornback RFD, Inc.		**BIDDER #5** Asago Construction, LLC		**BIDDER #6** Bougambilias Construction, LLC	
1	6" Water Line (DR - 25)	291	L.F.	$20.00	$5,820.00	$25.77	$7,499.07	$14.00	$4,074.00	$21.85	$6,358.35	$20.00	$5,820.00	$11.50	$3,346.50
2	1" PVC (Water Services)	163	L.F.	$15.00	$2,445.00	$15.33	$2,498.79	$9.00	$1,467.00	$16.83	$2,743.29	$15.00	$2,445.00	$4.60	$749.80
3	12" x 6" Tapping Sleeve (Tie-in)	2	EA.	$4,500.00	$9,000.00	$1,600.00	$3,200.00	$1,200.00	$2,400.00	$1,554.85	$3,109.70	$4,000.00	$8,000.00	$3,910.00	$7,820.00
4	12" x 1" Double Strap Service (Copper) with meter box	1	EA.	$2,200.00	$2,200.00	$850.00	$850.00	$1,200.00	$1,200.00	$1,028.00	$1,028.00	$1,000.00	$1,000.00	$517.50	$517.50
5	6" Gate Valve (R/S)	2	EA.	$1,100.00	$2,200.00	$1,200.00	$2,400.00	$1,000.00	$2,000.00	$1,631.95	$3,263.90	$1,000.00	$2,000.00	$977.50	$1,955.00
6	6" Double Back Flow Preventer	1	EA.	$20,000.00	$20,000.00	$12,000.00	$12,000.00	$4,500.00	$4,500.00	$8,956.45	$8,956.45	$7,000.00	$7,000.00	$11,500.00	$11,500.00
7	Fire Hydrant (Complete)	1	EA.	$5,400.00	$5,400.00	$6,500.00	$6,500.00	$4,200.00	$4,200.00	$5,512.65	$5,512.65	$7,000.00	$7,000.00	$3,910.00	$3,910.00
TOTAL BID AMOUNT					**$47,065.00**		**$34,947.86**		**$19,841.00**		**$30,972.34**		**$33,265.00**		**$29,798.80**
Project Wide				**BIDDER #1** Jimmy Closner & Sons Construction, Co., Inc.		**BIDDER #2** HighMark Construction Co., LLC		**BIDDER #3** FJW Construction, LLC		**BIDDER #4** DK III Hornback RFD, Inc.		**BIDDER #5** Asago Construction, LLC		**BIDDER #6** Bougambilias Construction, LLC	
1	Mobilization	1	L.S.	$15,000.00	$15,000.00	$8,000.00	$8,000.00	$10,000.00	$10,000.00	$22,000.00	$22,000.00	$5,000.00	$5,000.00	$3,450.00	$3,450.00
2	Installation and Maintentance of Traffic Control, Barricades, Signs, and Traffic Handling	1	L.S.	$3,500.00	$3,500.00	$4,500.00	$4,500.00	$4,900.00	$4,900.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$1,725.00	$1,725.00
3	Constuction Stakingfor Entire Project	1	L.S.	$1,800.00	$1,800.00	$3,500.00	$3,500.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$2,070.00	$2,070.00
4	Installation and Maintentance of Erosion Control Measures as per contractor submitted SW3P	1	L.S.	$5,500.00	$5,500.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$2,500.00	$2,500.00	$4,000.00	$4,000.00	$4,025.00	$4,025.00
TOTAL BID AMOUNT					**$25,800.00**		**$20,000.00**		**$21,900.00**		**$31,500.00**		**$16,000.00**		**$11,270.00**

BID TABULATION SUMMARY FOR
HIDALGO COUNTY PRECINCT 1 NEW CONSTABLE OFFICE

	BIDDER #1 Jimmy Closner & Sons	BIDDER #2 HighMark	BIDDER #3 FJW	BIDDER #4 DK III Hornback	BIDDER #5 Asago	BIDDER #6 Bougambilias
Paving and Drainage	$431,997.75	$576,267.43	$381,106.25	$441,309.35	$410,939.00	$389,428.52
Sanitary Sewer	$11,910.00	$9,475.00	$8,666.00	$12,807.67	$7,470.00	$4,028.45
Water	$47,065.00	$34,947.86	$19,841.00	$30,972.34	$33,265.00	$29,798.80
Project Wide	$25,800.00	$20,000.00	$21,900.00	$31,500.00	$16,000.00	$11,270.00
GRAND TOTAL	**$516,772.75**	**$640,690.29**	**$431,513.25**	**$516,589.36**	**$467,674.00**	**$434,525.77**

TRANSMITTAL LETTER -

AIA DOCUMENT G810

PROJECT: (name, address) Precinct No. 1 - Constable's office

ARCHITECT'S PROJECT NO:

DATE: 5/25/12

TO: Hidalgo Co. Purchasing Dept.

If enclosures are not as noted, please inform us immediately.
If checked below, please:
( ) Acknowledge receipt of enclosures
( ) Return enclosures to us.

ATTN: Vangie Y. garcia

WE TRANSMIT:
(✓) Herewith ( ) under separate cover via _____
( ) in accordance with your request

FOR YOUR:
(✓) approval
( ) review & comment
( ) use
( ) distribution to parties ( ) information
( ) record
( ) see below

THE FOLLOWING:
( ) Drawings
( ) Specifications
( ) Change Order
( ) Shop Drawing Prints ( ) Product Literature
( ) Shop Drawing Reproducible ( ) Samples
(✓) See Below

Copies	Date	Rev. No.	Description	Action Code
1	5/25/12		Review of Bids & Recommendations	
4	5/25/12		AGADC Invoice for Payment #4	
4	5/25/12		AGADC Invoice for printing plans/specs	

Action Code
A. Action indicated on item transmitted
B. No action required
C. For signature and return to this office
D. For signature and forwarding as noted below
E. See REMARKS below

REMARKS

COPIES TO: (with enclosures)
[ ]
[ ]
[ ]
[ ]

G.A.S. Enterprises, Inc.
P.O. Box 309
Elsa, TX 78543

By: Rene Sallinas, President

AIA OCUMENT G810 - TRANSMITTAL LETTER

5/25/12 Pmt #4

Hidalgo County Precinct 1 New Constable Office
Parking Lot and Off Site Drainage

	Name of Organization	Contact Name	Cell #	Fax #	Email
1	Jimmy Closner & Sons	Marcos Closner	956-565-2688	956-565-0347	
2	JF Utility	Robert Rodriguez	956-227-9434	956-488-0431	
3	JM Construction	Juan Mendoza	956-565-5222	956514-4955	
4	HighMark Construction	Tomas Canul	956-212-4219		tommy.canul@highmark-construction.com
5	FJW Construction	Jeanne Baker	956-688-2397	956-688-2315	jbaker@fjwcc.com

Cash/Check

Check

Cash

Check

Check

Check

PROJECT: Hidalgo County Precinct One
New Constable Office Building
Weslaco, Texas

OWNER: County of Hidalgo

PROJECT ARCHITECT: Alcocer Garcia Associates, Inc
McAllen, Texas

BID DATE: May 9, 2012 BID TIME: 3:00 p.m.
LIST OF BIDDERS:

FJW Construction
P: 956.688.2397
F: 956.688.2315
jbaker@fjwcc.com

All Pro Contractors, Inc.
P: 956.971.9688
F:971.9626
E-mail:allprocontractor@gmail.com

Enriquez Enterprises, Inc.
P: 956.259.8005
F: 956.259-8009
E-Mail: genriquez@enriquezenterprises.net

Tri-Gen Construction
P: 956.447.1048
F: 956.447.2003
E-Mail: cbearden@tri-gen.com

DK III Hornback Enterprises, LTD
P: 956.968.2829
F: 956.969.9634
E-Mail: kdiiihb.project@gmail.com

Rigney Construction
P: 956.381.6916
F: 956.287.1646
E-Mail: rigneyconstruct@aol.com

Bougambilla Construction, LLC
P: 956.541.1390
F: 956.541.1925
E-Mail: Bugconst@gmail.com

Highmark Construction Co., LLC
P: 956.451.3274
F: 956.664.2359
e-Mail carlo.cantu@highmark-construction.com

C.A.S. Companies, LP
P: 956.537.1466
F: 281.499.4747
E-Mail: frodriguez@caslp.com

Spacemaker Construction Management
P: 956.292.0968
F:956.292.0963
E-Mail: ron@spacemakerconstruction.com

Castle Enterprises
P: 956.800.4144
F: 956.800.4538
E-Mail:
Yvonne.gonzalez@castleenterprises.us

Gonzalez Brothers Construction
P: 956.451.4616
F: 956.585.2942
E-Mail:gbroconstruction@gmail.com

Holchemont, LTD
P: 956.686.2901
F: 956.686.2925
E-Mail: bids@holchemont.com

SCHEDULE OF UNIT PRICE

Bidder agrees to perform all work described in the Contract Documents for the following unit price or lump sum:

BID SCHEDULE
HIDALGO COUNTY PRESINCT # 1 CONSTABLE OFFICE
PARKING LOT AND OFF-SITE DRAINAGE

Note: Bids shall include all applicable taxes and fees.

ITEM NO.	DESCRIPTION (write unit bid in words)	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
PAVING AND DRAINAGE					
1	2" HMAC (Type D) (Comp. Thick) for Eleven Dollars and 0 Cents	5,389	S.Y.	$ 11.00	$ 59,279.00
2	Prime Coat (MC-30) (0.2 gal/SY) for Five Dollars and 0 Cents	1,078	Gal.	$ 5.00	$ 5,390.00
3	6" Flex Base (New) (TxDOT Item 247) (TY A, GR 1) for Eight Dollars and 0 Cents	5,426	S.Y.	$ 8.00	$ 43,408.00
4	6" Lime Treated Existing Subgrade for two Dollars and 0 Cents	5,426	S.Y.	$ 2.00	$ 10,852.00
5	Lime (HYD, COM or QK) (Slurry) (Subgrade) (4% as per Geo-Tech) for One hundred sixty five Dollars and 0 Cents	54	Ton	$ 165.00	$ 8,910.00
6	Earthwork Pond (Excavation) for Ten Dollars and 0 Cents	624	C.Y.	$ 10.00	$ 6,240.00
7	18" Concrete Curb & Gutter for Eight Dollars and seventy five Cents	2,171	L.F.	$ 8.75	$ 18,996.25
8	Concrete Driveways for Thirty six Dollars and 0 Cents	130	S.Y.	$ 36.00	$ 4,680.00
9	15" RCP (CL III) for Thirty six Dollars and 0 Cents	777	L.F.	$ 36.00	$ 27,972.00

SCHEDULE OF UNIT PRICE

Bidder agrees to perform all work described in the Contract Documents for the following unit price or lump sum:

BID SCHEDULE
HIDALGO COUNTY PRESINCT # 1 CONSTABLE OFFICE
PARKING LOT AND OFF-SITE DRAINAGE

ITEM NO.	DESCRIPTION (write unit bid in words)	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
10	30" RCP (Rubber Gasket) for Sixty five Dollars and 0 Cents	911	L.F.	$ 65.00	$ 59,215.00
11	30" Concrete Headwall for one thousand two hundred Dollars and 0 Cents	1	EA.	$ 1,200.00	$ 1,200.00
12	12" Safety End Treatment for four hundred Dollars and 0 Cents	2	EA.	$ 400.00	$ 800.00
13	Type "C-C" (Grate) Inlet for three thousand six hundred Dollars and 0 Cents	1	EA.	$ 3,600.00	$ 3,600.00
14	48" Concrete Manhole for two thousand nine hundred Dollars and 0 Cents	4	EA.	$ 2,900.00	$ 11,600.00
15	Junction Box (Concrete) for four thousand five hundred Dollars and 0 Cents	1	EA.	$ 4,500.00	$ 4,500.00
16	Street Repair (Strom Sewer)(Saw-cut) for twenty six Dollars and 0 Cents	52	S.Y.	$ 26.00	$ 1,352.00
17	Fence (Chain Link 8' high w/Barded Wire and Gate) for twenty four Dollars and 0 Cents	464	L.F.	$ 24.00	$ 11,136.00
18	Fence Cedar Wood (Treated) for twenty one Dollars and 0 Cents	40	L.F.	$ 21.00	$ 840.00
19	3 ft. Concrete Flume for two hundred fifty Dollars and 0 Cents	1	EA.	$ 250.00	$ 250.00

SCHEDULE OF UNIT PRICE

Bidder agrees to perform all work described in the Contract Documents for the following unit price or lump sum:

BID SCHEDULE
HIDALGO COUNTY PRESINCT # 1 CONSTABLE OFFICE
PARKING LOT AND OFF-SITE DRAINAGE

ITEM NO.	DESCRIPTION (write unit bid in words)	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
20	Remove and Repalce Concrete Sidewalk (Saw-cut) for forty five Dollars and 0 Cents	7	S.Y.	$ 45.00	$ 315.00
21	Remove and Repalce Curb & Gutter (Saw-cut) for twelve Dollars and 0 Cents	23	L.F.	$ 12.00	$ 276.00
22	Remove and Repalce Concrete Driveway (Saw-cut) for forty five Dollars and 0 Cents	20	S.Y.	$ 45.00	$ 900.00
23	Concrete Pavement for thirty six Dollars and 0 Cents	395	S.Y.	$ 36.00	$ 14,220.00
24	Industrial Ornamental Metal Fence (with 2- Gates) for sixty five Dollars and 0 Cents	195	L.F.	$ 65.00	$ 12,675.00
25	Light Pole and Foundation for four thousand Dollars and Cents	16	EA.	$ 4,000.	$ 64,000.00
26	**Parking Lot Stripping and Signage for three thousand five hundred Dollars and 0 Cents**	**1**	**L.S.**	$ 3500	$ 3500.00
27	**Electrical Relocation Allowance for Five Thousand Dollars and No Cents**	**1**	**L.S.**	**$ 5,000.00**	**$ 5,000.00**

Addendum No. 1

Total Amount of Paving & Drainage Bid Schedule (Items 1 through 27) $ 381,106.25

SCHEDULE OF UNIT PRICE

Bidder agrees to perform all work described in the Contract Documents for the following unit price or lump sum:

BID SCHEDULE
HIDALGO COUNTY PRESINCT # 1 CONSTABLE OFFICE
PARKING LOT AND OFF-SITE DRAINAGE

Note: Bids shall include all applicable taxes and fees.

ITEM NO.	DESCRIPTION (write unit bid in words)	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
WATER					
1	6" Water Line (DR-25) for fourteen Dollars and 0 Cents	291	L.F.	$ 14.00	$ 4074.00
2	1" PVC (Water Service) for nine Dollars and 0 Cents	163	L.F.	$ 9.00	$ 1,467.00
3	12"X6" Tapping Sleeve (Tie-In) for one thousand two hundred Dollars and 0 Cents	2	EA.	$ 1200.00	$ 2,400.00
4	12"X1" Double Strap Service (Copper) with Meter Box for one thousand two Hundred Dollars and 0 Cents	1	EA.	$ 1200.00	$ 1,200.00
5	6" Gate Valve (R/S) for one thousand Dollars and 0 Cents	2	EA.	$ 1000.00	$ 2,000.00
6	6" Double Back Flow Preventer for four thousand five hundred Dollars and 0 Cents	1	EA.	$ 4,500.00	$ 4,500.00
7	Fire Hydrant (Complete) for four thousand two hundred Dollars and 0 Cents	1	EA.	$ 4,200.00	$ 4,200.00
Total Amount of (Water) Bid Schedule (Items 1 through 7)					$ 19,841.00

SCHEDULE OF UNIT PRICE

Bidder agrees to perform all work described in the Contract Documents for the following unit price or lump sum:

BID SCHEDULE
HIDALGO COUNTY PRESINCT # 1 CONSTABLE OFFICE
PARKING LOT AND OFF-SITE DRAINAGE

Note: Bids shall include all applicable taxes and fees.

ITEM NO.	DESCRIPTION (write unit bid in words)	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
SANITARY SEWER					
1	6" SDR-35 (Sanitary Sewer Line) for Sixteen _____ Dollars and Zero Cents	226	L.F.	$ 16.00	$ 3,616.00
2	12"X6" Sewer Tapp (Tie-In) for four thousand two hundred _____ Dollars and Zero Cents	1	EA.	$ 4,200.00	$ 4,200.00
3	Street Repair (Sanitary Sewer) for twenty six _____ Dollars and Zero Cents	25	S.Y.	$ 26.00	$ 650.00
4	Laydown Curb Repair for ten _____ Dollars and Zero Cents	20	L.F.	$ 10.00	$ 200.00
Total Amount of (Sanitary Sewer) Bid Schedule (Items 1 through 4)					$ 8,6666.00

SCHEDULE OF UNIT PRICE

Bidder agrees to perform all work described in the Contract Documents for the following unit price or lump sum:

BID SCHEDULE
HIDALGO COUNTY PRESINCT # 1 CONSTABLE OFFICE
PARKING LOT AND OFF-SITE DRAINAGE

Note: Bids shall include all applicable taxes and fees.

ITEM NO.	DESCRIPTION (write unit bid in words)	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
PROJECT WIDE					
1	Mobilization for Ten Thousand _____ Dollars and 0 Cents	1	L.S.	$ 10,000.00	$ 10,000.00
2	Installation and Maintenance of Traffic Control, Barricades, Signs, and Traffic Handling as per Contractor Submitted Traffic Control Plan signed & sealed by a Texas Licensed Profesional Engineer as per TxDot - TMUTCD for Four Thousand nine hundred Dollars and 0 Cents	1	L.S.	$ 4,900.00	$ 4,900.00
3	Constuction Staking for Entire Project for Three Thousand _____ Dollars and 0 Cents	1	L.S.	$ 3,000.00	$ 3,000.00
4	Installation and Maintenance of Erosion Control Measurs as per Contractor Submitted SW3P for Four Thousand _____ Dollars and 0 Cents	1	L.S.	$ 4,000.0	$ 4,000.00

Total Amount of Bid Schedule
(Items 1 through 3) $ 21,900.00

Bidder agrees to perform all work described in the Contract Documents for the following unit price or lump sum:

BID SCHEDULE
HIDALGO COUNTY PRESINCT # 1 CONSTABLE OFFICE
PARKING LOT AND OFF-SITE DRAINAGE

SUMMARY

1. Paving and Drainage	$ 381,106.25
2. Waterline Distribution	$ 19,841.00
3. Sanitary Sewer	$ 8,666.00
4. Project Wide	$ 21,900.00
Total Unit Price	$ 432,513.25

Document 00310

FORM OF PROPOSAL

OPENED 3:35 5-9-12 Witnessed

To: HIDALGO COUNTY

Project No.: P-740

Project: HIDALGO COUNTY PRECINCT No.1 CONSTABLE OFFICE PARKING LOT AND OFF-SITE DRAINAGE

Bidder: FJW Construction, LLC
[Print or type full name of proprietorship, partnership, corporation, or joint venture]

1.0 OFFER

Having examined the place of the Work and all matters referred to in the Bid Documents, and the Contract Documents prepared by or approved by the Engineer for the named Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Total Bid Price of:

Four hundred Thirty one thousand five hundred thirteen & .25/cents (Dollars)
[Print or type in words, Bidder's Total Bid Price]

($ 431,513.25)
[Print or type in figures, Bidder's Total Bid Price]

Unit Price or Combination Stipulated Price and Unit Price Contract. If the Bid is for a Unit Price Contract or a combination of Stipulated Price and Unit Price Contract, the Total Bid Price, including Cash Allowances, if any, is tabulated in: Document 00405 - Schedule of Unit Price Work for a Project with no Alternate Bids, or Document 00407 - Schedule of Alternates for a Project with Alternate Bids.

Cash Allowances. All Cash Allowances, totaled in either Document 00405 - Schedule of Unit Price Work, as applicable, and described in the Bid Documents are included in the Total Bid Price.

Changes in Contract Price Due to Variations in Actual Quantities. For items quoted in Document 00405 - Schedule of Unit Price Work, the Total Bid Price is based in whole or in part on the Unit Price multiplied by the quantity for each of the items listed. The Contract Price is subject to change due to variation in the actual quantities of each item in the completed Work in accordance with the Contract Documents.

Alternate Bids. Alternate Bid work, as listed in Document 00407 - Schedule of Alternates and described in the Bid Documents, will be performed for an amount added or deducted to the Total Bid Price for each Alternate Bid that is accepted by the Owner. The Owner may accept or reject any or all Alternate Bids.

Security Deposit. Included herewith is a Security Deposit in the amount of 5 percent of the greatest amount of the Total Bid Price, or Total Alternate Bid Price(s).

Period for Bid Acceptance. This offer shall be open to acceptance and is irrevocable for 60 days from the Bid date. That period may be extended by mutual written agreement of the Owner and the Bidder. After 60 days, the Bidder may withdraw without penalty if no mutual agreement can be reached.

2.0 CONTRACT TIME

If this offer is accepted, Substantial Completion of the Work will be achieved within the time stated in Document 00020 - Notice to Bidders. The Date of Commencement will be established by the Notice to Proceed.

3.0 ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and all costs relating thereto are included in the Bid Price:

Addendum No. 1, dated 05/07/12

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

4.0 SUPPLEMENTS TO THIS BID:

The following Supplements are attached as an integral part of this Bid:

[X] Document 00405 - Schedule of Unit Price Work, if applicable
[X] Document 00407 - Schedule of Alternates, if applicable
[X] Document 00411 – Bid Bond (*Form supplied by Bidder*)
[X] Document 00420 – Statement of Bidder's Qualifications
[X] Document 00423 – Certification to Bidder's Experience & Qualifications
[X] Document 00425 – Equipment & Material Suppliers List

5.0 SIGNATURES:

Bidder: FJW Construction, LLC
[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*)

By: Bobby Whatley 05/02/12
[Signature]** [Date]

Name: Bobby Whatley Executive Vice President
[Please print or type name] [Title]

Address: 1100 E. Jasmine, Suite 102
[Mailing]

McAllen, TX 78501
[Street, if different]

Telephone: 956-688-2397
[Print or type telephone number]

* *If the Bid is a joint venture, add additional Bid form signature sheets for each member of the joint venture.*

** *The undersigned, as bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Bidder has not, either directly or indirectly, entered into*

EXHIBIT 'B'

B I D

PROJECT: Constable's Office Building
Hidalgo County Precinct 1
Hidalgo County, Texas
RFB No. 2012-028-05-09-MSS

OPENED
3:21
5-9-12
Witnessed

PROPOSAL FROM: **Holchemont, Ltd.**

TO OWNER: County of Hidalgo
2802 S. Business Hwy 281
Edinburg, TX 78539

Having fully examined the Legal Notice, the General Conditions, Bonds Requirements, Specifications and Drawings related to the above project, as well as the site and conditions affecting the work, bidder proposes to furnish all materials, equipment and labor called for by the entire and completed work in accordance with before mentioned documents for the sum of:

BID: Seven Hundred and twenty four thousand DOLLARS
In words

($ 724,000.00)
In figures

The Undersigned hereby declares that he has visited the Site and has carefully examined the Drawings, Specifications, Contract Documents and Bidding Documents related to the Work covered by his Bid.

Upon receipt of " NOTICE OF AWARD ", the Undersigned will immediately execute the formal Contract (Agreement). Bidder agrees to commence the work within 10 days of receipt of "NOTICE TO PROCEED" and to complete the construction of the project within 275 calendar days of the starting date to be stated in the "NOTICE TO PROCEED".

The Proposal, the Agreement, the Drawings, the General Conditions, Supplementary General Conditions, the Specifications and any Addenda shall all become a part of the Contract.

Bidder acknowledges receipt of the following Addenda: **#1, #2, #3**

If Bidder is notified of the acceptance of this Bid Proposal with sixty(90) calendar days after bid opening, bidder will enter into an agreement with the County of Hidalgo. The contract required will be AIA Document A101, latest edition, Standard Form of Agreement Between Owner and Contractor, Stipulated Sum. The corresponding General Conditions of the Contract for Construction, are a part of these specifications as if herein included in its entirety.

The Bidder, if awarded the contract, agrees to execute and deliver to the Architect within ten (10) calendar days of the Notice of Award date, satisfactory bonds in the amount of one hundred (100%) percent of Contract Sum conditioned on faithful Performance of Contract and one hundred (100%) percent Payment Bond .

The Bidder shall furnish with this proposal a cashier's check, or bid bond, in the amount of five (5%) percent of greatest amount bid. The check or bid bond shall be made payable to the Owner. The check or bid bond shall be left in escrow with the Architect at bid opening and is the measure of liquidated damages which Owner will sustain by the failure of the bidder to execute and deliver the above named agreement and bonds within ten (10) calendar days of written notification of award of contract to the bidder. The bidder agrees to forfeit to the Owner the cashier's check of bid bond if bidder does not comply with the foregoing. However, if this proposal is not accepted by the Owner within ninety (90) calendar days of the bid opening, or if the bidder is awarded the contract and executes and delivers said contract, the check, or bond, will be returned to the bidder upon receipt of the signed contract and bonds by the Owner.

In addition to Bid Bond, refer to Submittal Check List for County Front End Forms. Include items required to be submitted with Bid.

FIRM: **Holchemont, Ltd.**

SIGNED BY: _____

If corporation affix seal here

TITLE: **Manager**

DATE: **May 09, 2012**

ADDRESS: **900 North Main Street**
McAllen, Texas 78501

TELEPHONE: **956-686-2901**

FAX: **956-686-2925**

BOUGAMBILIAS CONSTRUCTION
1352 W. Levee St.
Brownsville, TX 78520
(956) 561-1875 cell.
(956) 541-1925 fax
(956) 541-1390 office

bugconst@gmail.com

To: Mrs. Martha Salazar	From: Mr. Miguel [redacted]
Fax: 956-292-7612	Pages: 1 page
Phone:	Date: 05/11/2012
	cc:

Good Afternoon:

Attached please find a letter related to Bid No. 2012-028-05-09.

Any additional information needed, please request it to our office (956)541-1390.

Thanks,

Thanks,

Bougambilias Construction LLC/Idalys

Bougambilias Construction, LLC
1352 W. Levee St.
Brownsville, Texas 78520
Office: 956-541-1390
Cell: 956-561-1875
bugconst@gmail.com

May 11, 2012

Mrs. Martha L. Salazar
2812 S. Business Hwy 281
Edinburg, Texas 78539

RE: Contable's Office Building Hidalgo County Precinct No. 1
Project No.1 2012-028-05-09-MSS

Dear Mrs. Salazar:

This letter is to notify that we are retracting our bid for the project mentioned above for the following reason:

- Did not acknowledge addendum No. 3 pricing and scope of work

With this involuntary omission we are not in the position to continue with our offer in the best interest for our Company and Hidalgo County following bid procedures and/or standards.

We want to thank Hidalgo County for giving us the opportunity in bidding on this project and look forward in bidding future projects.

If you have any question please call our office at (956)541-1925.

Respectfully,

Miguel A. Cisneros
President

cc: Alcocer Garcia Associates, Inc.

INSURORS INDEMNITY Companies

PO Box 2683 · 225 South Fifth Street · Waco, TX 76702-2683
www.insurorsindemnity.com · 254-759-3701 · 254-755-6399

BID BOND

Bond No. CNB-14237-00

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Bougambilias Construction, LLC, as Principal, hereinafter called the Principal, and INSURORS INDEMNITY COMPANY, Waco, Texas, as Surety, hereinafter called the Surety, are held and firmly bound unto Hidalgo County Precint No. 1, as Obligee, hereinafter called the Obligee, in the amount of 5% % of the amount of this bid not to exceed 5% of the Greatest Amount Bid ($ 5% of G.A.B), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for
Constable's Office Building,New Construction of Office Building

NOW, THEREFORE, If the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing and give bond with good and sufficient surety, or, in the event of the failure of the Principal to enter into such Contract and give such bond or bonds; if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, SEALED AND DATED this 9th day of May, 2012.

Principal:
Bougambilias Construction, LLC
(Seal)
By: Miguel A Garcia
(title) President

Surety:
INSURORS INDEMNITY COMPANY
(Seal)
By: William Chad Hainley
William Chad Hainley, Attorney-in-Fact

INSURORS INDEMNITY Companies

P.O. Box 2683 • 225 South Fifth Street • Waco, Texas 76702-2683
www.insurorsindemnity.com • 254-759-3700 • Fax 254-755-6399

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683
Waco, TX 76702-2683
Or
225 South Fifth Street
Waco, TX 76701

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

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

Web: http://www.tdi.state.tx.us

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR POLICY:

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

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-800-933-7444

Usted tanbien puede escribir a Insurors Indemnity Company:

P.O. Box 2683
Waco, TX 76702-2683
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

Web: http://www.tdi.state.tx.us

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto y esta dado para acatar con Section 2253.021 Government Code y Section 53.202, Property Code efectivo, Septiembre 1, 2001.

INSURORS INDEMNITY
Companies

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS: **Number:** CNB-14237-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint William Chad Hainley of the City of San Antonio, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Thomas G. Chase
Thomas G. Chase, Jr, Chairman and CEO

State of Texas
County of McLennan

On the 8th day of July, 2009, before me a Notary Public in the State of Texas, personally appeared Thomas G. Chase, Jr. and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as Chairman and Chief Executive Officer, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

SHERRI WHITEHOUSE
Notary Public
STATE OF TEXAS
My Comm Exp 05/21/2013

Sherri Whitehouse
Notary Public, State of Texas

Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on July 8, 2009:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on July 8, 2009, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 9th day of May, 2012.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT CONFIRMATION@INSURORS.COM.

AI-32889 **23. C. 1.**

CC REGULAR

Meeting Date: 07/03/2012

Submitted For: Martha L. Salazar Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

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

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Appraisal Services Providers for (gas line easements for McColl Rd project) located in Precinct No. 2;

Total Scores	The Professional Appraisal services	Leonel Garza Jr., & Associates	HLH Appraisal services
Evaluator 1	92	100	90
Average	92	100	90
Ranking			

C. Authority for the Purchasing Department to negotiate a professional (Appraisal Services) contract with the No. 1 ranked firm of _____ for: the appraisal services for (a gas line easement for McColl Rd. project) located in Precinct No. 2.

BACKGROUND

Attachments

Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/27/2012 02:45 PM
Budget & Management	Merlen P. Munoz	06/27/2012 03:14 PM
Roland Garcia	Rolando Garcia	06/29/2012 10:10 AM
Auditor's Office	Arcilia Duran	06/29/2012 03:59 PM
Court Administrator	Angela Garcia	06/29/2012 05:38 PM

Form Started By: Nielda Cavazos Started On: 06/19/2012 01:35 PM

Final Approval Date: 06/29/2012

HIDALGO COUNTY PRECINCT NO 2

FOR

Appraisal Services

Scoring & Evaluation GRID

Appraisal Services

Total Scores	The Professional Appraisal Services	Leonel Garza Jr., & Associates	HLH Appraisal Services
Evaluator 1	92	100	90
Average	92	100	90
RANKING			

*Scoring & Evaluation was completed by Pct No 2 *

AI-32873 **Purchasing Department 23. D. 1.**

CC REGULAR

Meeting Date: 07/03/2012

Department Head: Martha L. Salazar **Submitted By:** Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authorization/approval to solicit/request proposals from awarded Job Order Contractors for the purpose of Installation Services Only (through County's membership and participation in various cooperative purchasing programs/association, etc.) for:

a. Building Roof Repairs/Renovations, to the Auxiliary Cout Annex on 100 N. Closner;
b. Elections Bldg located on 105 So. 10th Avenue;
c. Sheriff's Evidence Warehouse on 314 N. 14th Avenue; and,
d. Old Administration Building (Atrium) located on 100 E. Cano St.

all located in Edinburg, TX from these JOC providers: Facilities USA, LLC, Alpha Building Corporation and CAS Companies with Hidalgo County purchasing the roofing materials and related supplies for JOC selected (which must be a certified installer of roofing material selected by County).

BACKGROUND

Proposed roofs need repairs and need to be addressed.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/27/2012 02:36 PM
Budget & Management	Merlen P. Munoz	06/27/2012 03:06 PM
Olga Garza	Olga Garza	06/29/2012 05:03 PM
Auditor's Office	Angela Garcia	06/29/2012 05:38 PM

Form Started By: Oscar Garza Started On: 06/18/2012 04:11 PM

Final Approval Date: 06/29/2012

AI-32898 **Purchasing Department 23. E. 1.**

CC REGULAR

Meeting Date: 07/03/2012

Department Head: Agapito Vargas **Submitted By:** Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting acceptance and approval to execute a Professional Engineer agreement # C-CAP-12-168-07-03 for the provision of construction materials testing services for Pct No. 3 Border Colonia Round III Project(s) with L & G Engineering & Laboratory as authorized and approved for negotiations by CC on 05/29/12;

b. Requesting approval of Work Authorization No. 1-Contract #C-CAP-12-168-07-03 (with L & G Engineering & Laboratory) with a proposed fee of $24,421.33 to provide construction materials testing services for Pct No. 3's Border Colonia Round III Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-123-587-0-339

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

BUDGETARY IMPACT:

Ramirez Subdivision: Available funds in Requisition #00218282 as of 6/28/12 are $2,747.82.

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-123-588-0-339

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

BUDGETARY IMPACT:

Ramirez Subdivision #2: Available funds in Requistion #00218282 as of 6/28/12 are $3,314.82.

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-123-589-0-339

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

BUDGETARY IMPACT:

Ramirez Subdivision #3: Available funds in Requisition #00218282 as of 6/28/12 are $3,454.37.

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-123-600-0-339

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

BUDGETARY IMPACT:

Randolph Barnett #1: Available funds in Requisition #00218282 as of 6/28/12 are $3,229.87.

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-123-606-0-339

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

BUDGETARY IMPACT:

Regal Estates: Available funds in Requisition #00218282 as of 6/28/12 are $5,801.63.

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-123-348-0-339

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

BUDGETARY IMPACT:

Jardin Terrace: Available funds in Requisition #00218282 as of 6/28/12 are $5,872.82.

Attachments

Agreement

WA #1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/27/2012 02:48 PM
Budget & Management	Merlen P. Munoz	06/27/2012 03:14 PM
Perla Lopez	Perla Lopez	06/28/2012 04:00 PM
Auditor's Office	Angela Garcia	06/29/2012 05:38 PM

Form Started By: Yvette Islas Started On: 06/19/2012 04:40 PM

Final Approval Date: 06/29/2012

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-CAP-12-168-07-03

THIS AGREEMENT is made effective the 3rd day of July, 2012 by and between **HIDALGO COUNTY, TEXAS,** ("County") **PRECINCT NO. 3** 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 (the "Services") for its Colonia Access Program projects;

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 (the "Texas Professional Services Procurement Act"), the County requested proposals 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. 3**, 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. **Non-Exclusive Services of Laboratory.** Hidalgo County reserves the right to request these services from other sources other than the Laboratory and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Agreement becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution 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" particularly described in Exhibit "D."

4. 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 24 herein.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 contract 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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 Attention: County Judge 1615 South Closner, Suite J Edinburg, Texas 78539
If to Laboratory:	L&G Engineering Laboratory, LLC Attn: Mr. Jacinto Garza, P.E., President 2100 W. Expressway 83 Mercedes, 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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: _____
Ramon Garcia, County Judge

LABORATORY:

L&G ENGINEERING LABORATORY, LLC

By: _____

Printed Name Jacinto Garza, P.E.

Title: President/CEO

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on _____

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"

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"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for: Hidalgo County Precinct No.3 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide environmental studies as may be necessary to complete a project.
4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement condition studies.
7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the OWNER and/or project design Laboratory.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

EXHIBIT "C"

LABORATORY'S RATES

Exhibit "C"
Engineer's Rates
SCHEDULE OF FEES
CONSTRUCTION MATERIAL TESTING SERVICES 2012-2013
TEXAS DEPARTMENT OF TRANSPORTATION- COLONIA ACCESS PROGRAM PROJECTS

		FY 2012/2013
Soils Testing		
Moisture Content Determination	ASTM D2216 - Tex-103-E	$8.25/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	$43.85/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	$43.85/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	$49.35/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	$54.85/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	$54.85/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	$175.45/Ea.
Standard Proctor	ASTM D 698	$164.55/Ea.
Modified Proctor	ASTM D 1557	$175.45/Ea,
Field Density Test (Nuclear)	ASTM D 2950 - Tex-115-E	$19.75/Ea.
Determination of Soil pH	Tex-128-E	$71.30/Ea.
Soil-Lime Testing	Tex-121-E	$109.70/Ea.
Resistivity of Soils	Tex-129-E	$93.20/Ea.
Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	$49.35/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	$60.30/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	$191.95/Ea.
Coarse and Fine Aggregate Quality Testing		
Decantation Test (Conc. Aggr.)	ASTM C117 - Tex-406-A	$38.40/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	$71.30/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	$54.85/Ea.
Percent Voids/Solids in Conc. Aggr.	Tex-405-A	*$13.15/Ea.
***(In Conjunction w/ SSD Unit Wt of Aggregates)**		
Sand Equivalent	ASTM D 2419 - Tex-203-F	$60.30/Ea.
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	$71.30/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	$38.40/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	$13.15/Ea.
Concrete and Masonry Field and Laboratory Testing		
Slump Test	Tex-415-A	$16.45/Ea.
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	$19.75/Ea.
Air Content (Volumetric)	ASTM C 173	$21.95/Ea.
Casting of Concrete Cylinders	ASTM C 31	$10.95/Ea.
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	$13.15/Ea.
Specimen Prep./Hold/Cure	ASTM C 192	$7.65/Ea.
Pavement Thickness / Asphalt Quality		
Coring – ACP Thickness	ASTM D 3549	$32.95/Ea.
Density of Asphaltic Cores (4 or 6 inch)	Tex-207-F	$27.45/Ea.
Maximum Theoretical SPG (Rice Gravity)	Tex-227-F	$93.20/Ea.

Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	$191.85/Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F – Part IV	$32.85/Ea.
Eff. Of Water on Asphalt Mixtures (As Rec'd)	Tex-530-C	$82.20/Ea.

Personnel:	Engineer (Staff)	$139.15/hr.
	Engineering Specialist.....	$60.30/hr.
	Technician (Logger).....	$44.95/hr.
	Technician (Concrete).....	$44.95/hr.
	Technician (Asphalt).....	$44.95/hr.
	Clerical (Adminst.-Reports).....	$43.85/hr.
	Technician (CAD).....	$36.20/hr.

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.....	0.488/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 past 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.

EXHIBIT "D"

WORK AUTHORIZATION FORM

EXHIBIT "D"
HIDALGO COUNTY
Agreement #C-CAP-00-000-00-00
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, Millennium Engineer Group, Inc.., 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 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._ Commissioner___ as to content and detail of this Work Authorization No.__.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. __:
BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on ____(DATE)___ as indicated below and effective as of _____ day of _____, 20__.

THE LABORATORY:
Millennium Engineer Group, Inc.

_____
By: _____
Print Name

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 **Millennium Engineer Group, Inc.**, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the _____ day of _____ _____ 20__ concerning Laboratory 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:

I. 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#: 1[illegible]734 LGLABOR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/19/2011

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	CONTACT NAME:	
Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	PHONE (A/C, No, Ext): 956 682-9423	FAX (A/C, No): 956871286
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Landmark American Insurance Com	33138
INSURER B : Texas Mutual Insurance Company	22945
INSURER C : Hartford Casualty Ins Co	29424
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

L & G Engineering Laboratory LLC,
2100 W Expressway 83
Mercedes, TX 78570

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	X	X	LHC730859	07/19/2011	07/19/2012	EACH OCCURRENCE	$2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
	X BI/PD Ded:10000						PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT LOC							$
C	AUTOMOBILE LIABILITY	X	X	65UENKN4458	07/19/2011	07/19/2012	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)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	TSF00010203000	07/23/2011	07/23/2012	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Liab	X	X	LHC730859	07/19/2011	07/19/2012	$2,000,000. Limit	
A	Pollution Liab	X	X	LHC730859	07/19/2011	07/19/2012	$2,000,000. Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

** Workers Comp Information **
Voluntary Compensation
Proprietors/Partners/Executive Officers/Members Excluded:
Jacinto Garza, President
Armando Sandoval, Vice President
(See Attached Descriptions)

CERTIFICATE HOLDER

Hidalgo County Purchasing
Dept/Marth L Salazar, CPPB
2812 S Business Hwy 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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EXHIBIT "A-1"

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 27, 2011

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY** (Including all funding sources, programs, and entities)
Request for Qualifications (RFQ)-"*Professional Engineering Services-Geotechnical and Construction Materials Testing Pool*"
RFQ NO: 2012-003-01-18-SMA

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.

We have updated out RFQ packet. Carefully read and review all instructions, requirements, specification and/or scope of work included in this packet. **All forms must be properly completed and submitted your response** in order to be considered responsive and qualified.

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/sma

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Attachment A- Schedule of Services and Related Fees	4
5.	Exhibit B, Evaluation Criteria and Evaluation Form	1
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

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

December 27, 2011
Date

LEGAL NOTICE

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

Acceptance Due Date: **January 18, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandra Montalvo, Buyer II
(956) 292-7000 Ext. 4865
sandra.montalvo@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) *"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"*, in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents 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 respondent'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–2012-003-01-18-SMA-"HIDALGO COUNTY(Including all funding sources, programs, and entities) Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"***, 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 18, 2012.**

   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 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 respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent 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, respondents

are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

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. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. 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.

12. 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.

13. **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

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY** (Including all funding sources, programs, and entities) ***Professional Engineering Services-Geotechnical and Construction Materials Testing Pool",***

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

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**January 18 , 2012**
Award of Contract:	2012
Commence Work or Deliver Products:	2012

16. HIDALGO COUNTY APPROVED HOLIDAYS

2012 YEAR	
New Year's Day	**12/30/11 and 01/02/12**
Martin Luther King Day	**01/16/12**
President's Day	**02/20/12**
Good Friday	**04/06/12**
Easter	**04/09/12**
Memorial Day	**05/28/12**
Independence Day	**07/04/12**
Labor Day	**09/03/12**
Columbus Day	**10/08/12**
Veteran's Day	**11/12/12**
Thanks Giving Day	**11/22/12 and 11/23/12**
Christmas Day	**12/24/12 and 12/25/12**

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 respondents 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 respondent 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.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a

member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

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 respondent 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 RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent'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 Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, 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 respondent 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 respondent'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 respondent 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 respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

26. Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent 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 respondent 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 respondent'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 respondent.

27. Successful respondent 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 respondent 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 respondent 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. Respondents 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. Respondents 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.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool",

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 respondent 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.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent 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.

Respondent 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: _____

EXHIBIT "A"

REQUIREMENTS

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

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, 2012 and ending February 8, 2013**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of ***"PROFESSIONAL ENGINEERING SERVICES GEOTECHNICAL and CONSTRUCTION MATERIALS TESTING POOL" RFQ NO: 2012-003-01-18-SMA*** *Request* For Qualifications" as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 18, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION- I

GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of One (1) original, seven (7) copies, and two (2) CD's in PDF Format of RFQs should be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered 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

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

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:
Respondents, 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.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN Tuesday, January 10, 2012 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 13, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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 respondent 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

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent understands 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 may (Refer to Exhibit "C") 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.

SECTION -III
SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

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 responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied 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.**

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 and 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 statement of qualifications 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

Responsiveness to RFQ:

- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ.

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

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)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:
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 , Elected Official 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, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. 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;

ATTACHMENT -"A"

SCHEDULE OF SERVICES and RELATED FEE'S

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2012-003-01-18-SMA

This form is merely to be used as a guide for the used post ranking by commissioners' court only
Refer back to requirements page 8, 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 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 + ____%

SAMPLE

ATTACHMENT "A"
Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2012-003-01-18-SMA

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 Part II Sieves thru 200 Additional Sieves	$_____Ea $_____Ea $_____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 Disturbed Soils and Base materials (Part I Standard Method) Disturbed Soils and Base Materials (Part II)	$_____Ea $_____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)	$_____Ea

SAMPLE

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;

ATTACHMENT "A"
Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2012-003-01-18-SMA

	Sieve Analysis of Fine and Coarse Aggregates (Wet)	$_____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 Test for Coarse Aggregate	$_____Ea $_____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) Sieve Analysis of Fine and Coarse Aggregate (Wet)	$_____Ea $_____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

SAMPLE

ATTACHMENT "A"
Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2012-003-01-18-SMA

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.)	

SAMPLE

EXHIBIT "B"

EVALUATION CRITERIA & EVALUATION FORM

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County-

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

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) points

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 responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied 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.**

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points)

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 and 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 (20 points)

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 points)

The statement of qualifications 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

Responsiveness to RFQ:

- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10 points)

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)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County-

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	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 points maximum)		
➢ 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 points maximum)		
➢ 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) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	
Comments/Rationale for points:	**TOTAL**	
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	
Comments/Rationale for points:	**TOTAL**	
	TOTAL SCORE:	

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

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 INSURANC** 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 NDATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH TIS 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

LTR			DATE (MM/DD/YY)	DATE (MM/DD/YY)		
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN L AGGREGATE LIMIT APPLIES PER ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC / AGG	$
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU ☐ OTHER TORY LIMITS	
					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 Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

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"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

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

EXHIBIT "E"

PROPOSER'S AFFIDAVIT

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

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 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___.

VENDOR'S APPLICATION

&

W-9 FORM

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

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 thr Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 28 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:

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

☐ Black American ☐ Native American
☐ Hispanic American ☐ Women
☐ Asian Pacific American ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Business receive a fair and equal opportunity for participation in the County's procurement process. This fact holds tru for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontrac thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HU subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" th contractor/vendor must have been certified by, and hold a current and valid certification with any of the thre 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

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"*Professional Engineering Services-Geotechnical and Construction Materials Testing Pool*"

RFQ NO: 2012-003-01-18-SMA

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.

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms will be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "A" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) original, seven (7) copies and two (2) CD's in PDF format containing a complete copy of Response.

_____ _____

Signature Date

HIDALGO COUNTY

Professional Engineering Services
Contract # C-CAP-12-168-07-03
Work Authorization Form

WORK AUTHORIZATION NO. 01

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 Mercedes, 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 the Colonia Access Program Projects in Hidalgo County Precinct No. Three (3).

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 **$ 24,421.33**. 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 3 of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:
Account No. 2-1312-431-00-123-XXX-0-339.
Requisition Number 218282 **(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.3 Commissioner Joe Flores as to content and detail of this Work Authorization No. # 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on July 3, 2012 as indicated below and effective as of 3rd day of July, 2012.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

By:_____
Jacinto Garza, P.E.

THE OWNER:
HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

By:_____
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"

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.

ATTACHMENT "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for: Hidalgo County Precinct No.3 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide environmental studies as may be necessary to complete a project.
4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement condition studies.
7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the OWNER and/or project design Laboratory.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

ATTACHMENT "C"

Work Schedule

PROJECT: **Colonia Access Program Projects in Hidalgo County Precinct No. Three (3)**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 3** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-CAP-12-168-07-03.**

ATTACHMENT "D"
Cost Proposal

PROJECT: **Colonia Access Program Projects in Hidalgo County Precinct No. Three (3).**

Contract # C-CAP-12-168-07-03

Colonia Name	
Jardin Terrace Subdv.	$5,872.82
Ramirez Subdv.	$2,747.82
Ramirez Subdv. #2	$3,314.82
Ramirez Subdv. #3	$3,454.37
Randolph Barnett #1 Subdv.	$3,229.87
Regal Estates Subdv.	$5,801,63
Total	**$24,421.33**

AI-32904 **Purchasing Department** **23. F. 1.**

CC REGULAR

Meeting Date: 07/03/2012

Department Head: Agapito Vargas **Submitted By:** Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval to execute a Professional Services Engineering Agreement #C-CAP-12-157-07-03 for the provision of construction materials testing services for Pct No. 4 Border Colonia Round III with L & G Engineering & Laboratory as authorized and approved for negotiations by CC on 05/29/12.;

b. Approval of Work Authorization No. 1 for contract # C-CAP-12-157-07-03 (with L & G Engineering & Laboratory) with a proposed fee of $24,386.63 to provide construction materials testing services for Pct No. 4's Border Colonia Round III Project(s).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-124-XXX-0-339

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

BUDGETARY IMPACT:

Amount available for requisition# 218311 as of 6-28-12 $24,386.63 for L&G Engineering Laboratory.

Program:
260 $ 6,076.25
603 $18,310.38

Attachments

pc4 cmt agrmnt lng

pc4 cmt wa1 lng

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/27/2012 02:51 PM
Budget & Management	Merlen P. Munoz	06/27/2012 03:15 PM
Manuel Chapa	Manuel Chapa	06/28/2012 01:03 PM
Yvette Islas	Yvette Islas	06/28/2012 01:50 PM
Auditor's Office	Angela Garcia	06/29/2012 05:38 PM

Form Started By: Yvette Islas Started On: 06/19/2012 04:44 PM

Final Approval Date: 06/29/2012

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-CAP-12-157-07-03

THIS AGREEMENT is made effective the ___ day of _____, 2012 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 (the "Services") for its Colonia Access Program projects;

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 (the "Texas Professional Services Procurement Act"), the County requested proposals 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. **Non-Exclusive Services of Laboratory.** Hidalgo County reserves the right to request these services from other sources other than the Laboratory and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Agreement becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution 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" particularly described in Exhibit "D."

4. 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 24 herein.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 contract 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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 Attention: County Judge 1615 South Closner, Suite J Edinburg, Texas 78539
If to Laboratory:	L&G Engineering Laboratory, LLC Attn: Mr. Jacinto Garza, P.E., President 2100 W. Expressway 83 Mercedes, 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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: _____
Ramon Garcia, County Judge

LABORATORY:

L&G ENGINEERING LABORATORY, LLC

By: _____

Printed Name Jacinto Garza, P.E.

Title: President / CEO

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on _____

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"

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"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for: Hidalgo County Precinct No.4 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide environmental studies as may be necessary to complete a project.
4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement condition studies.
7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed

C. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the OWNER and/or project design Laboratory.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

EXHIBIT "C"

LABORATORY'S RATES

Exhibit "C"
Engineer's Rates
SCHEDULE OF FEES
CONSTRUCTION MATERIAL TESTING SERVICES 2012-2013
TEXAS DEPARTMENT OF TRANSPORTATION- COLONIA ACCESS PROGRAM PROJECTS

		FY 2012/2013
Soils Testing		
Moisture Content Determination	ASTM D2216 - Tex-103-E	$8.25/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	$43.85/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	$43.85/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	$49.35/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	$54.85/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	$54.85/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	$175.45/Ea.
Standard Proctor	ASTM D 698	$164.55/Ea.
Modified Proctor	ASTM D 1557	$175.45/Ea,
Field Density Test (Nuclear)	ASTM D 2950 - Tex-115-E	$19.75/Ea.
Determination of Soil pH	Tex-128-E	$71.30/Ea.
Soil-Lime Testing	Tex-121-E	$109.70/Ea.
Resistivity of Soils	Tex-129-E	$93.20/Ea.
Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	$49.35/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	$60.30/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	$191.95/Ea.
Coarse and Fine Aggregate Quality Testing		
Decantation Test (Conc. Aggr.)	ASTM C117 - Tex-406-A	$38.40/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	$71.30/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	$54.85/Ea.
Percent Voids/Solids in Conc. Aggr. ***(In Conjunction w/ SSD Unit Wt of Aggregates)**	Tex-405-A	*$13.15/Ea.
Sand Equivalent	ASTM D 2419 - Tex-203-F	$60.30/Ea.
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	$71.30/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	$38.40/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	$13.15/Ea.
Concrete and Masonry Field and Laboratory Testing		
Slump Test	Tex-415-A	$16.45/Ea.
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	$19.75/Ea.
Air Content (Volumetric)	ASTM C 173	$21.95/Ea.
Casting of Concrete Cylinders	ASTM C 31	$10.95/Ea.
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	$13.15/Ea.
Specimen Prep./Hold/Cure	ASTM C 192	$7.65/Ea.
Pavement Thickness / Asphalt Quality		
Coring – ACP Thickness	ASTM D 3549	$32.95/Ea.
Density of Asphaltic Cores (4 or 6 inch)	Tex-207-F	$27.45/Ea.
Maximum Theoretical SPG (Rice Gravity)	Tex-227-F	$93.20/Ea.

Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	$191.85/Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F – Part IV	$32.85/Ea.
Eff. Of Water on Asphalt Mixtures (As Rec'd)	Tex-530-C	$82.20/Ea.

Personnel:	Engineer (Staff)	$139.15/hr.
	Engineering Specialist.....	$60.30/hr.
	Technician (Logger).....	$44.95/hr.
	Technician (Concrete).....	$44.95/hr.
	Technician (Asphalt).....	$44.95/hr.
	Clerical (Adminst.-Reports).....	$43.85/hr.
	Technician (CAD).....	$36.20/hr.

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.....	0.488/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 past 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.

EXHIBIT "D"

WORK AUTHORIZATION FORM

EXHIBIT "D"
HIDALGO COUNTY
Agreement #C-CAP-00-000-00-00
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, Millennium Engineer Group, Inc.., 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 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._ Commissioner___ as to content and detail of this Work Authorization No.__.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. __:
BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____(DATE)___ as indicated below and effective as of _____ day of _____, 20__.

THE LABORATORY:
Millennium Engineer Group, Inc.

_____
By: _____
Print Name

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 **Millennium Engineer Group, Inc.**, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the _____ day of _____ _____ 20__ concerning Laboratory 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:

I. 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#: 1[illegible]734 LGLABOR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/19/2011

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 Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	CONTACT NAME: PHONE (A/C, No, Ext): 956 682-9423 FAX (A/C, No): 956871286 E-MAIL ADDRESS:
INSURED L & G Engineering Laboratory LLC, 2100 W Expressway 83 Mercedes, TX 78570	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Landmark American Insurance Com — 33138 INSURER B : Texas Mutual Insurance Company — 22945 INSURER C : Hartford Casualty Ins Co — 29424 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	LHC730859	07/19/2011	07/19/2012	EACH OCCURRENCE	$2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
	X BI/PD Ded:10000						PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
C	AUTOMOBILE LIABILITY	X	X	65UENKN4458	07/19/2011	07/19/2012	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)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	TSF00010203000	07/23/2011	07/23/2012	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Liab	X	X	LHC730859	07/19/2011	07/19/2012	$2,000,000. Limit	
A	Pollution Liab	X	X	LHC730859	07/19/2011	07/19/2012	$2,000,000. Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

** Workers Comp Information **
Voluntary Compensation
Proprietors/Partners/Executive Officers/Members Excluded:
Jacinto Garza, President
Armando Sandoval, Vice President
(See Attached Descriptions)

CERTIFICATE HOLDER

Hidalgo County Purchasing
Dept/Marth L Salazar, CPPB
2812 S Business Hwy 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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EXHIBIT "A-1"

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 27, 2011

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY** (Including all funding sources, programs, and entities)
Request for Qualifications (RFQ)-"*Professional Engineering Services-Geotechnical and Construction Materials Testing Pool*"
RFQ NO: 2012-003-01-18-SMA

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.

We have updated out RFQ packet. Carefully read and review all instructions, requirements, specification and/or scope of work included in this packet. **All forms must be properly completed and submitted your response** in order to be considered responsive and qualified.

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/sma

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"
RFQ NO: 2012-003-01-18-SMA

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Attachment A- Schedule of Services and Related Fees	4
5.	Exhibit B, Evaluation Criteria and Evaluation Form	1
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

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

December 27, 2011
Date

LEGAL NOTICE

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

Acceptance Due Date: **January 18, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandra Montalvo, Buyer II
(956) 292-7000 Ext. 4865
sandra.montalvo@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) *"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"*, in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents 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 respondent'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–2012-003-01-18-SMA-"HIDALGO COUNTY(Including all funding sources, programs, and entities) Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"***, 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 18, 2012.**

   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 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 respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent 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, respondents

are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

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. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. 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.

12. 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.

13. **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

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY** (Including all funding sources, programs, and entities) ***Professional Engineering Services-Geotechnical and Construction Materials Testing Pool",***

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

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**January 18 , 2012**
Award of Contract:	2012
Commence Work or Deliver Products:	2012

16. HIDALGO COUNTY APPROVED HOLIDAYS

2012 YEAR	
New Year's Day	**12/30/11 and 01/02/12**
Martin Luther King Day	**01/16/12**
President's Day	**02/20/12**
Good Friday	**04/06/12**
Easter	**04/09/12**
Memorial Day	**05/28/12**
Independence Day	**07/04/12**
Labor Day	**09/03/12**
Columbus Day	**10/08/12**
Veteran's Day	**11/12/12**
Thanks Giving Day	**11/22/12 and 11/23/12**
Christmas Day	**12/24/12 and 12/25/12**

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 respondents 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 respondent 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.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a

member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

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 respondent 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 RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent'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 Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, 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 respondent 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 respondent'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 respondent 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 respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

26. Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent 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 respondent 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 respondent'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 respondent.

27. Successful respondent 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 respondent 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 respondent 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. Respondents 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. Respondents 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.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool",

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 respondent 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.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent 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.

Respondent 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: _____

EXHIBIT "A"

REQUIREMENTS

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

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, 2012 and ending February 8, 2013**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of ***"PROFESSIONAL ENGINEERING SERVICES GEOTECHNICAL and CONSTRUCTION MATERIALS TESTING POOL" RFQ NO: 2012-003-01-18-SMA*** *Request* For Qualifications" as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 18, 2012.** **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION- I

GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of One (1) original, seven (7) copies, and two (2) CD's in PDF Format of RFQs should be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered 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

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

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:
Respondents, 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.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN Tuesday, January 10, 2012 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 13, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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 respondent 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

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent understands 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 may (Refer to Exhibit "C") 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.

SECTION -III
SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

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 responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied 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.**

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 and 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 statement of qualifications 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

Responsiveness to RFQ:

- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ.

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

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)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

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 , Elected Official 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, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. 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;

ATTACHMENT -"A"

SCHEDULE OF SERVICES and RELATED FEE'S

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

ATTACHMENT "A"
Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2012-003-01-18-SMA

This form is merely to be used as a guide for the used post ranking by commissioners' court only
Refer back to requirements page 8, 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 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 +____%

SAMPLE

ATTACHMENT "A"
Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2012-003-01-18-SMA

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 Part II Sieves thru 200 Additional Sieves	$_____Ea $_____Ea $_____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 Disturbed Soils and Base materials (Part I Standard Method) Disturbed Soils and Base Materials (Part II)	$_____Ea $_____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)	$_____Ea

SAMPLE

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;

ATTACHMENT "A"
Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2012-003-01-18-SMA

	Sieve Analysis of Fine and Coarse Aggregates (Wet)	$_____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 Test for Coarse Aggregate	$_____Ea $_____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) Sieve Analysis of Fine and Coarse Aggregate (Wet)	$_____Ea $_____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

SAMPLE

ATTACHMENT "A"
Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2012-003-01-18-SMA

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.)	

SAMPLE

EXHIBIT "B"

EVALUATION CRITERIA & EVALUATION FORM

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County-

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

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) points

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 responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied 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.**

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points)

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 and 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 (20 points)

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 points)

The statement of qualifications 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

Responsiveness to RFQ:

- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10 points)

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)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County-

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	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 points maximum)		
➢ 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 points maximum)		
➢ 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) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	
Comments/Rationale for points:	**TOTAL**	
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	
Comments/Rationale for points:	**TOTAL**	
	TOTAL SCORE:	

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A.
	INSURER B:
	INSURER C.
	INSURER D:
	INSURER E.

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- ☐ OTHER TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$ $ $
	OTHER					

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 Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

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"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

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

EXHIBIT "E"

PROPOSER'S AFFIDAVIT

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

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 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___.

VENDOR'S APPLICATION

&

W-9 FORM

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

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 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:

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

☐ Black American ☐ Native American
☐ Hispanic American ☐ Women
☐ Asian Pacific American ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

CERTIFICATION REGARDING DEBARMENT

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

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.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"
RFQ NO: 2012-003-01-18-SMA

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms will be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "A" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) original, seven (7) copies and two (2) CD's in PDF format containing a complete copy of Response.

_____ _____
Signature Date

HIDALGO COUNTY

Professional Engineering Services
Contract # C-CAP-12-157-07-03
Work Authorization Form

WORK AUTHORIZATION NO. 01

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 Mercedes, 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 the Colonia Access Program 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 **$ 24,386.63** . 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 3 of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:
Account No. 2-1312-431-00-124-XXX-0-339 .
Requisition Number 218311 **(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. 1.

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 _____as indicated below and effective as of _____ day of _____, 20__.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

By:_____
Jacinto Garza, P.E.

THE OWNER:
HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

By:_____
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"

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"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for: Hidalgo County Precinct No.4 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide environmental studies as may be necessary to complete a project.
4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement condition studies.
7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed

C. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the OWNER and/or project design Laboratory.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

ATTACHMENT "C"

Work Schedule

PROJECT: **Colonia Access Program 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-CAP-12-157-07-03.**

ATTACHMENT "D"
Cost Proposal

PROJECT: **Colonia Access Program Projects in Hidalgo County Precinct No. Four (4).**

Contract # C-CAP-12-157-07-03

Colonia Name	
Engleman Estates Subdv.	$6,076.25
Rankin Subdv.	$18,310.38
Total	**$24,386.63**

AI-32853 **Purchasing Department 23. G. 1.**

CC REGULAR

Meeting Date: 07/03/2012

Department Head: Martha L. Salazar **Submitted By:** Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority to purchase through Hidalgo County's membership/participation with General Services Administration's (GSA) Contract GS-07F-0117U:

a. One (1)- two (2) person skywatch through requisiton #217667 in the amount of $71,400.00;and,
b. One (1)- one (1) person skywatch through requistion #217304 in the amount of $112,729.27;

with no contract or agreement to be signed, as vendors quote and our Purchase Order will complete the transaction;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1284-421-00-280-047-2-748

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

BUDGETARY IMPACT:

Amount available for requisition# 217667 as of 6-28-12 $71,400.00 ICX Tactical Platforms.

FISCAL YEAR: 2012 **ACCT. #:** 2-1284-421-00-280-047-4-748

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

BUDGETARY IMPACT:

Amount available for requisition# 217304 as of 6-28-12 $112,729.27 ICX Tactical Platforms.

Attachments

ICx 217667

Req # 0217304-ICx Tactical Platforms

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/27/2012 02:30 PM
Budget & Management	Merlen P. Munoz	06/27/2012 02:34 PM
Manuel Chapa	Manuel Chapa	06/28/2012 09:29 AM
Auditor's Office	Angela Garcia	06/29/2012 05:38 PM

Form Started By: Tanya Delira Started On: 06/15/2012 02:13 PM

Final Approval Date: 06/29/2012

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00217667
PO #
Date: 06/12/12

Bill To: x
x

Vendor : 365904
ICx TACTICAL PLATFORMS
105 FOREST PKWY, STE 400
FOREST PARK GA 30297
FAX (770)850-1551

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: EVER OCHOA
956-393-6024

Contract No: GS-07F-0117U
Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	ITEM# SW-2003, SKYWATCH TWO PERSON DEMO UNIT WITH OPTIONS. REFLECTS $40,402.78 DISCOUNT (36.6%)	70,000.00	70,000.00
1.00	EACH	SHIPPING-SKYWATCH SHIPPING INCLUDES: DELIVERY STANDARD DELIVERY- RTS 9READY TO SHIP) PRODUCTION IS 120-180 DAYS ARO (AFTER RECEIPT OF ORDER) THIS ORDER IS SUBJECT TO THE ATTACHED FLIR SYSTEMS TERMS AND CONDITIONS OF SALE.	1,400.00	1,400.00
		Account No	Encumbrance	
		2-1284-421-00-280-047-2-748	71,400.00	
			Freight	.00
			Total	71,400.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

FLIR SYSTEMS

QUOTATION NUMBER 12-1036

5940 Cabot Parkway, Suite 100, Alpharetta, GA 30005
Tel: 770.850.1550
Fax: 770.850.1551

Print Date: 06/12/2012

FLIR POC: Howard Schemer
Tel.: (678)600-821,(O)
(770)988-9324 (Cell)
Email: Howard.Schemer@flir.com

Quote prepared for: **Hidalgo County Sheriff's**
110 Ciobolo Road
Edinburg, TX 78540

End User: **Hidalgo County Sheriff's**

Attn: **Captain Rudy Espinoza**
Tel: **956-383-8114 (O) 956-457-4770 (Cell)**
Email: **rodolpho.espinoza@hidalgoso.org**
GSA Contract# GS-07F-0117U

NOTES: **Quote price good until: 9/10/2012**

FOB Origin

Item	Qty	Part Number	Description	Price	Extended
1	1	SW - 2003	SkyWatch Two Person Demo Unit with Options. Reflects $40,402.78 Discount.(36.6%).	70,000.00	70,000.00
2	1	Open Market	Shipping	1,400.00	1,400.00
3			Delivery. Standard delivery - RTS (Ready To Ship) production is 120-180 days ARO (after receipt of order).		
			This order is subject to the attached FLIR Systems Terms and Conditions of Sale.		
				SUBTOTAL	71,400.00
				TOTAL	USD 71,400.00

Received - Demo

This quote is subject to FLIR Systems Terms and Conditions.

GSA Advantage!®

SKYWATCH FRONTIER (TWO MAN CAB)
SW - 2003

SkyWatch Frontier (two man cab)

Mfr: PLATFORMS

DISAST RECOV ARRA COOP PURCH

Buy/Compare
from **$110,402.78**
(incl: o)
from 1 source

EXTREME MAC LUNA VOYAGER
2003

EXTREME MAC LUNA VOYAGER

Mfr: IMATION

DISAST RECOV ARRA

Buy/Compare
from **$84.01**
(incl: s)
from 1 source

No image available at this time

UPG IGRAFX PROCESS 2003 FOR 6
LCPS03SSUGFC03ENGGOV

UPG IGRAFX PROCESS 2003 FOR 6 SIGMA FROM FC 2003

Mfr: COREL

DISAST RECOV ARRA COOP PURCH

Buy/Compare
from **$1,019.91**
(incl: w d s)
from 1 source

No image available at this time

IDEF0 2003 LICENSE ENG INCLUDES
LCIDEF003ENGGOV

IDEF0 2003 LICENSE ENG INCLUDES FLOWCHARTER 2003

Mfr: COREL

DISAST RECOV ARRA COOP PURCH

Buy/Compare
from **$1,631.36**
(incl: w d s)
from 1 source

No image available at this time

IDEF0 2003 MNT ENG 1 YE
LCIDE23ENGPCMNT1GOV

IDEF0 2003 MNT ENG 1 YE INCLUDES FLOWCHARTER 2003

Mfr: COREL

DISAST RECOV ARRA COOP PURCH

Buy/Compare
from **$334.25**
(incl: w d s)
from 1 source

No image available at this time

UPG IGRAFX PROCESS 2003 FROM FC
LCPS03UGFC03ENGGOV

UPG IGRAFX PROCESS 2003 FROM FC 2003

Mfr: COREL

Buy/Compare
from **$549.23**
(incl: w d s)
from 1 source

No image available at this time

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00217304
PO #
Date: 06/05/12

Bill To: x
x

Vendor : 365904
ICx TACTICAL PLATFORMS
105 FOREST PKWY, STE 400
FOREST PARK GA 30297
FAX (770)850-1551

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: EVER OCHOA
956-393-6024

Contract No: GS-07F-0117U
Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	ITEM#SW-1003, SKYWATCH FRONTIER (ONE MAN CAB)	87,770.78	87,770.78
1.00	EACH	ITEM#SWO-1108, FOUR CAMERA ALL WEATHER DAY/NIGHT SURVEILLANCE SYSTEM (INCLUDES ONE PTZ CAMERA, THREE STARING CAMERAS WITH JOYSTICK CONTROLLER, DVR, TABLE AND INTEGRATION.	18,437.77	18,437.77
1.00	EACH	ITEM# ZSKYWSHIP, SHIPPING- SKYWATCH SHIPPING INCLUDES DELIVERY, INITIAL ONSITE TRAINING AND SETUP BY FLIR FACTORY TRAINED TECH. (CONUS ONLY) WILL SHIP TO ANYWHERE IN CONTIGUOUS U.S. STATE OR ANY U.S. PORT CITY.	4,620.00	4,620.00
1.00	EACH	ITEM#SW-1111, SPOT LIGHTS.. ROOF MOUNTED (PAIR), 250,000 CP	1,900.72	1,900.72
1.00		GSA TS & CS. THIS ORDER IS SUBJECT TO ATTACHED FLIR SYSTEMS TERMS AMD CONDITIONS OF SALE. WHERE THOSE ITEMS DIFFER FROM THAT OF OUR GSA SCHEDULE GS-07F-0117U, THE SCHEDULE TERMS AND CONDITIONS WILL GOVERN. APPLICABLE GSA SCHEDULE ORDERING INFORMATION CAN BE FOUND IN SUPPLEMENT C.		.00
1.00		DELIVERY. STANDARD DELIVERY RTS (READY TO SHIP) PRODUCTION IS 120-180 DAYS ARO (AFTER RECEIPT ORDER)		.00
		Account No	Encumbrance	
		2-1284-421-00-280-047-4-748	112,729.27	
			Freight	.00
			Total	112,729.27
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Req 317304

FLIR SYSTEMS

QUOTATION NUMBER
Quote 12-1044

Print Date: 05/29/2012

5940 Cabot Parkway, Suite 100, Alpharetta, GA 30005
Tel: 770.850.1550
Fax: 770.850.1551

FLIR POC: Howard Schemer,
Tel.: Office:(678)6002-8218,
Email: Cell:(770)335-4892
Howard.Schemer@flir.com

Quote prepared for: **Hidalgo Sheriff's**
711 El Cibolo Road
Edinburg, TX 78542

End User: **Hidalgo Sheriffs**

NOTES: **Quote price good until:**
8/27/2012

Attn: Lieutenant Richard Ozuna
Tel: 956-383-8114
Email: nchard.ozuna@hidalgoso.org

FOB Origin

Item	Qty	Part Number	Description	Price	Extended
1	1	SW - 1003	SkyWatch Frontier (one man cab) SW-1003	87,770.78	87,770.78
2	1	SWO - 1108	Four Camera All Weather Day/Night Surveillance System (Includes One PTZ Camera, Three Staring Cameras with Joystick Controller, DVR, Table and Integration)	18,437.77	18,437.77
3	1	zSkyW Ship	Shipping - SkyWatch- Shipping includes delivery, initial onsite training and setup by a FLIR factory trained technician. (CONUS Only) Will ship to anywhere in Contiguous U.S. state, or any U.S. Port city.	4,620.00	4,620.00
	1	SW - 1111	Spot Lights...Roof Mounted (PAIR) 250,000 CP	1,900.72	1,900.72
			GSA Ts & Cs. This order is subject to the attached FLIR Systems TERMS AND CONDITIONS OF SALE. Where those items differ from that of our GSA Schedule GS-07F-0117U, the schedule terms and conditions will govern. Applicable GSA Schedule ordering information can be found in Supplement C.		
			Delivery. Standard delivery - RTS (Ready To Ship) production is 120-180 days ARO (after receipt of order).		
				SUBTOTAL	112,729.27
				TOTAL	USD 112,729.27

This quote is subject to FLIR Systems Terms and Conditions.

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GSA Federal Acquisition Service

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Search: all the words Go

Contractor Information

(Vendors) How to change your company information

Contract #:	GS-07F-0117U
Contractor:	ICX TECHNOLOGIES, INC.
Address:	2800 CRYSTAL DR STE 330 ARLINGTON, VA 22202-3784
Phone:	(407)703-1274
E-Mail:	jaime.munsch@icxt.com
Web Address:	http://www.ICxT.com
DUNS:	615382210
NAICS:	334512

Socio-Economic : Other than small business

EPLS : Contractor not found on the Excluded Parties List System

Govt. Contracting Officer:
SHARON L. HAIR
Phone: 817-850-8119
E-Mail: sharon.hair@gsa.gov

Contract Clauses/Exceptions:
View the specifics for this contract

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category		View Catalog
84	TOTAL SOLUTIONS FOR LAW ENFORCEMENT, SECURITY, FACILITIES MANAGEMENT, FIRE, RESCUE, CLOTHING, MARINE CRAFT AND EMERGENCY/DISASTER RESPONSE	GS-07F-0117U		Dec 5, 2012	246 42 1 426 4S	COOP PURCH DISAST RECOV ARRA COOP PURCH DISAST RECOV ARRA	GSA Advantage! GSA Advantage!

GSA Advantage!®

SKYWATCH FRONTIER
SW - 1003

SkyWatch Frontier

Mfr: PLATFORMS

DISAST RECOV ARRA COOP PURCH

Buy/Compare
from **$87,770.78**
(incl: o)
from 1 source

DPROPR FOR IS PERF BAS P10-P30
5722 DP4 1003

DPROPR FOR IS PERF BAS P10-P30

Mfr: IBM

DISAST RECOV COOP PURCH

Buy/Compare
from **$15,960.00**
(incl: v s)
from 1 source

No image available at this time

DELL-922-1003
922-1003

EQUALLOGIC-DX6000 APOS-4YR 4HR MisCrit EntProSup,QLX -ProSupport for your Enterprise: 7x24 HW / SW Tech Support and Assistance for Certified IT Staff, 4 Year - To place an order cu...

Mfr: DELL

DISAST RECOV ARRA COOP PURCH

Buy/Compare
from **$1,382.14**
(incl: w dv h d s o 8a)
from 14 sources

DELL-970-1003
970-1003

Dell - 970-1003 - 4Yr ESILVER 4Hr,SW,UNY - - To place an order customer MUST select Options and Accessories to complete the Configuration, as invalid configurations cannot be proce...

Mfr: DELL

DISAST RECOV ARRA COOP PURCH

Buy/Compare
from **$891.22**
(incl: w d s)
from 1 source

GSA Advantage!®

SPOT LIGHTS ROOF MOUNTED (PAIR) - 250.00
SW - 1111

Spot Lights Roof Mounted (Pair) - 250,000 BCP

Mfr: PLATFORMS

DISAST RECOV ARRA COOP PURCH

Buy/Compare
from **$1,900.72**
(incl: o)
from 1 source

MSC 1111-10HBLK SWITCHMATS TYPE: THIN-SW
60609666

MSC 1111-10HBLK Switchmats Type: Thin-Switch Length: 11 Width: 11 Voltage: 24 Activation Pressure: 10 - 25 UNSPSC=3021190000

Mfr: MSC

DISAST RECOV ARRA

Buy/Compare
from **$44.41**
(incl: dv s o)
from 2 sources

MSC 1111-10HYLW SWITCHMATS TYPE: THIN-SW
60609682

MSC 1111-10HYLW Switchmats Type: Thin-Switch Length: 11 Width: 11 Voltage: 24 Activation Pressure: 10 - 25 UNSPSC=3021190000

Mfr: MSC

DISAST RECOV ARRA

Buy/Compare
from **$44.41**
(incl: dv s o)
from 2 sources

Gas Diffuser 1560-1111
M21077

Tweco El56-sw - Gas Diffuser 1560-1111 ** QUESTIONS/QUOTES/HELP CALL 877-999-1911, FAX 781-871-7449, EMAIL Govteam@noblesl.com ** FREE SHIPPING ** Gas Diffuser 1560-1111, Upc:60824...

Mfr: TWECO

DISAST RECOV ARRA

Buy/Compare
from **$11.78**
(incl: w s)
from 1 source

MSC 1111-10HBRN SWITCHMATS TYPE: THIN-SW
60609674

MSC 1111-10HBRN Switchmats Type: Thin-Switch Length: 11 Width: 11 Voltage: 24 Activation Pressure: 10 - 25 UNSPSC=3021190000

Mfr: MSC

DISAST RECOV ARRA

Buy/Compare
from **$44.41**
(incl: dv s o)
from 2 sources

PART #15601111 BY TWECO

GSA Advantage!®

FOUR CAMERA ALL WEATHER DAY/NIGHT SURVEI
SWO - 1108

Four Camera All Weather Day/Night Surveillance System (Includes One PTZ Camera, Three Staring Cameras with Joystick Controller, DVR, Table and Integration)

Mfr: PLATFORMS

Buy/Compare
from **$18,437.77**
(incl: o)
from 1 source

DISAST RECOV ARRA COOP PURCH

AI-33052 **Closed Session 25. C.**

CC REGULAR

Meeting Date: 07/03/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-1788-12-F; Clotilde H. Flores v. Bayview Loan Servicing, LLC and Lazaro Gallardo Jr., Hidalgo County Precinct Three Constable

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	06/28/2012 04:40 PM
Auditor's Office	Arcilia Duran	06/29/2012 02:57 PM
Purchasing Department	Marty Salazar	06/29/2012 04:17 PM

Form Started By: Monica Badillo Started On: 06/28/2012 04:20 PM

Final Approval Date: 06/29/2012

AI-33053 **Open Session 26. C.**

CC REGULAR

Meeting Date: 07/03/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-1788-12-F; Clotilde H. Flores v. Bayview Loan Servicing, LLC and Lazaro Gallardo Jr., Hidalgo County Precinct Three Constable

BACKGROUND

Form Review

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Budget & Management	Merlen P. Munoz	06/28/2012 04:40 PM
Auditor's Office	Arcilia Duran	06/29/2012 02:57 PM
Purchasing Department	Marty Salazar	06/29/2012 04:17 PM

Form Started By: Monica Badillo Started On: 06/28/2012 04:21 PM

Final Approval Date: 06/29/2012