AI-37778 **Constables 8. A.**

CC REGULAR

Meeting Date: 04/02/2013

Submitted By: Rachel Cavazos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. 3
Requesting approval to reimburse Constable Gallardo for the purchase of vehicle tire rims for county vehicle # 329 in the amount of $795.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-421-00-293-001-0-672

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

BUDGETARY IMPACT:

$795.00 available balance in req.# 00232443 as of 03-22-13.

Attachments

PURCHASE AFFIDAVIT
receipt and requisition

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/19/2013 03:28 PM
Rosalinda Cantu	Rosie Cantu	03/22/2013 01:58 PM
Purchasing Department	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Rachel Cavazos Started On: 03/19/2013 02:42 PM

Final Approval Date: 03/28/2013

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, **Lazaro Gallardo, Jr.**, do hereby state that the item(s) listed on the invoice(s) named below PURCHASER'S NAME
were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
1552767	02-21-2013	795.00	Discount Tire
TOTAL		795.00	

I further state that I was authorized to make such a purchase(s).

I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: Lazaro Gallardo Jr

TITLE: **Lazaro Gallardo, Jr.**
PERSON MAKING PURCHASE

Before me **Eldon Dunn**, a Notary Public, appeared Lazaro Gallardo, Jr. and on **his** oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. **He / S** further stated **he / s** requested payment of the same.

(SEAL)
ELDON DUNN
NOTARY PUBLIC
State of Texas
Comm. Exp. 01-03-2017

Eldon Dunn
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

APPROVAL: DEPARTMENT HEAD

APPROVAL: COUNTY AUDITOR

COUNTY AUDITOR'S FORM: MCJR-CA-004
REVISED: 01/01/2001

DDB

1552767

DATE: 02-21-2013 TIME: 11:01 AM

CUSTOMER INFORMATION	VEHICLE INFORMATION	STORE LOCATION
PCT 3 HIDALGO COUNTY CONSTABLE 730 BREYFOGLE MISSION TX 78572 STE B (W) 956-581-6800 DL#	2007 HUMMER H3 OFFRDPKG 285/75R16 CARRY OUT TORQUE SPECS: 100	TXC 08 4109 S MCCOLL RD EDINBURG TX 78539 PHONE: 956-994-3883 230 ALBERT LERMA WORK ORDER# _____

CODE	CC	QTY	SIZE	DESCRIPTION	F.E.T.	PRICE	AMOUNT
86551	NRM	5	#9131 TQ-60 IN\LBS	TPMS SENSOR (315 MHZ)	.00	55.00	275.00
COMMENT:				BOLT PATTERN: 6-139.7			
23953	NRM	5	16X8 6-139.7 0GBF	WARRIOR 375-6883GBMF0	.00	95.00	475.00
WARRANTY:				LIFETIME STRUCTURAL AND 1 YEAR FINISH			
82491	NRM	1	12X1.5 SD 1.4"	INSTAL KIT 21134HTD 5/6LG	.00	45.00	45.00
COMMENT:				coming back for last wheel and sensor..			

INVOICE RECEIVED BY:
R V P on 2/28/13
GOODS/SERVICES RECEIVED BY:
Hazmo Hellan A/S on 2/21/13
3-1100-421-00-273-0010-672
Pct# 688339

Harold M

TAXID: NXP84

TOTAL: 795.00

XXXXXXXXXXXX 1196 MASTERCARD: 795.00
TENDERED: 795.00

Signature on file

DISCOUNTTIRE.COM

Requisition

Req # 00232443

PO #

Date: 02/28/13

Bill To: x
x

Vendor : 256757
GALLARDO, LAZARO JR.
C/O CONSTABLE PCT. 3

Ship To: CONSTABLE PCT 3
730 BREYFOGLE
STE. B
MISSION TX 78572

Contact: R. RAMOS
956-205-7031

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		REQUESTING A PO TO REIMBURSE CONSTABLE LAZARO GALLARDO JR. FOR THE PURCHASE OF RIMS FOR 2007 HUMMER H3 VIN 5GTDN13E778234043 LPS BW31228. DO NOT DUPLICATE ORDER		
5.00	EACH	16 X 8 WARRIOR 375-6883GNMF0 LIFETIME STRUCTURAL AND 1 YEAR FINISH	95.00	475.00
1.00	EACH	12 C 1.5 INSTALL KIT 21134HTD 5/6 LG WHEEL INST	45.00	45.00
5.00	EACH	TPMS SENSOR (315 MHZ)	55.00	275.00
		Account No	Encumbrance	
		3-1100-421-00-293-001-0-672	795.00	
			Freight	.00
			Total	795.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-37809 **Human Resources 9. A.**

CC REGULAR

Meeting Date: 04/02/2013

Submitted By: Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Budget & Management (1100)
Requesting permission to advertise/hire the following full time position:

Slot	Position Title
0021	Planning Analyst I

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-415-14-115-001-0-XXX

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

BUDGETARY IMPACT:

No Budgetary Impact. Funds already budgeted within the slot.

Attachments

Requisition & Job Description

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/21/2013 07:44 AM
Sylvia Solis	Sylvia Solis	03/21/2013 02:06 PM
Purchasing Department	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Sylvia Rios Started On: 03/20/2013 01:44 PM

Final Approval Date: 03/28/2013

COPY

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

RECEIVED
MAR 19 2013
HUMAN RESOURCES

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Dept. Budget & Mgmt

ANNOUNCE VACANCY USING (check one box)

☐ INTERNAL ANNOUNCEMENT PROCUDURE ☒ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Planning Analyst I

☒ NEW POSITION OR REPLACEMENT FOR: Rolando Garcia EMPLOYEE NO 143529

DEPT NO 115-001 POSITION/SLOT NO 0021

ADVERTISED SALARY: 36,312.00 OTHER COMPENSATION: _____ COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS: _____

WORK LOCATION / HOURS: _____

CONTACT PERSON: Sergio Cruz EXTENSION / PHONE NO: 5424

_____ 03/19/2013
Department Head or Elected Official Date

FUNDS AVAILABLE: YES x NO ____ DATE OF FUND AVAILABILITY: _____

BUDGETED SALARY, GRADE & STEP: 42,236.00

BUDGETED OTHER ALLOWANCES: _____

_____ _____
APPROVED HR CHIEF OF STAFF / DATE APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

_____ _____
Commissioner's Court Signature / Date Closing Date

Revised Date: May 2008

PLANNING ANALYST I



GRADE: 10

GENERAL DESCRIPTION

Performs entry-level planning and research work. Work involves developing local, regional, or state plans or programs; developing procedures for implementing plans or programs; and developing procedures for measuring progress made on operational plans or programs; Works under close supervision, with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Collects, organizes, and analyzes data required in the development of plans or programs

Participates in technical, policy, and interagency planning meetings

Reviews and evaluates planning material for contractual compliance

Prepares reports

Researches federal and state regulations

Consults and communicates with other departments, agencies, and civic groups

Conducts field and telephone surveys

Assists in developing procedures for implementing plans or programs and for measuring progress

May prepare and monitor performance measures

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One to two (1-2) years experience in planning and research work; Graduation from an accredited four-year college or university with major course work in city or regional planning, economics, business or public administration, political science, or a related field is generally preferred. Two (2) years of experience may be substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of government organization and administration; and of planning, formulating, coordinating, and implementing methodologies

Ability to evaluate planning material and to communicate effectively

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 of 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-37794 **Sheriff's Office 10. A.**

CC REGULAR

Meeting Date: 04/02/2013

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Requesting approval for reimbursement to Captain Steve Herrera in the amount of $40.00 due to Cpt. Herrera paying for fuel expense out of his pocket after U.S. Voyager gas card did not work.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-421-00-280-001-0-626

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

BUDGETARY IMPACT:

Funding available as of 3-22-13

Attachments

Cpt. Herrera

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	03/20/2013 10:47 AM
Budget & Management	Obdett Calzada	03/21/2013 07:27 AM
Manuel Chapa	Manuel Chapa	03/22/2013 08:34 AM
Purchasing Department	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Myra Montoya Started On: 03/20/2013 09:48 AM

Final Approval Date: 03/28/2013

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, STEVE HERRERA , do hereby state that the item(s) listed on the invoices named below were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
TP48647413-001	January 30, 2013	$40.00	VALERO

I further state that I was authorized to make such a purchase(s).

I therefore requeste reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: _____

TITLE: CAPTAIN

PERSON MAKING REQUEST

Before me MYRA M. MONTOYA , a Notary Public, appeared STEVE HERRERA and on his/her oath deposed and stated that the foregoing facts as set forth in reimbursement are true and correct in every respect. He/She further stated that he requested payment of the same.

MYRA MICHELLE MONTOYA
Notary Public
STATE OF TEXAS
My Comm. Exp. July 27, 2013

_____
Notary Public In and For the State of Texas

_____
Approval of Department Head

_____
Approval of County Auditor

WELCOME
TO VALERO
CORNER STORE
CornerStore4U.com

TP48647413-001
VALERO 2428
1318 2ND ST
PLEASANTON TX 78

DATE 01/30/13
TIME 4:36 PM
AUTH# 652068
PIN USED

DEBIT

PUMP	PRODUCT	PPG
02	UNLD	$3.179

GALLONS	FUEL TOTAL
12.583	$40.00

THANK YOU
HAVE A NICE DAY

AI-37958 **Sheriff's Office 10. B.**

CC REGULAR

Meeting Date: 04/02/2013

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval to accept the FY2012 Operation Stonegarden Grant from the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) in the amount of $1,156,464.87 passed through TX Dept. of Public Safety.
2. Authorization to pay Overtime reimbursable under the grant terms and conditions.
3. Authorization for County Judge, as authorized official, to sign (and initial) award and required documents.
4. Approval of Certification of Revenues as certified by the County Auditor for the FY2012 Operation Stonegarden Grant.
5. Approval to appropriate the budget for the Sheriff's Office portion of the FY2012 Operation Stonegarden Grant in the amount of $587,640.82.

BACKGROUND

On 4/03/12, Commissioners' Court approved applying for the FY2012 Operation Stonegarden Grant from the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA). Agenda Item #31671.

SAA Award No. 12-SR-48215-01 Federal Grant Award No. EMW-2012-SS-00018-S01

The grant award is for $1,156,464.87 of which $587,640.82 is for the Hidalgo County Sheriff's Office. The remaining balance of $568,824.05 is assigned to 3 (three) Hidalgo County constable offices and 12 (twelve) city police departments within Hidalgo County.

Grant Operation: Date is from 9/1/12 to 2/28/14.

Constable Offices: Precinct 2, 3, and 4
Cities: Alamo, Donna, Edinburg, Hidalgo, La Joya, Mercedes, Mission, Palmview, Penitas, Pharr, San Juan, and Weslaco.

The individual sub-recipient agreements (interlocals) between Hidalgo County and the respective cities are to be submitted to Commissioners' Court at a later date.

Appropriations of the respective constable office/city budgets will be submitted at a later date.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1284-421-00-280-047-5-XXX

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

BUDGETARY IMPACT:

No local match required.

Note: Expenses relating to Retirement, Unemployment Compensation, Worker's Compensation, and Health and Life insurance attributed to the overtime hours are to be charged to the Sheriff's Office Budget (Account #3-1100-421-00-280-001-0-XXX)

Attachments

Terms and Conditions
Notice of GAN
GAN
Budget Appropriation

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	03/27/2013 04:23 PM
Budget & Management	Ivan Cantu	03/28/2013 08:16 AM
Purchasing Department	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 03/27/2013 01:43 PM

Final Approval Date: 03/28/2013

2012 TERMS AND CONDITIONS

Instructions:

The Sub-recipient shall:

1. *Fill in the information and sign the Grant Sub-Recipient Award;*
2. *Certify they have read and understand these Terms and Conditions;*
3. *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, and*
4. *Return all documents via email to SAA_SRA@dps.texas.gov on or before the date provided in the transmittal letter and/or in this grant.*

Grant Sub-recipient Agreement

This Grant Sub-recipient Agreement (consisting of this 2012 Grant Sub-recipient Award and these 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" or "Sub-grantee." Furthermore, DPS/THSSAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." This Grant Sub-recipient Agreement (SRA), or otherwise referred to herein as "this Grant" or "this Agreement", is only an offer until Sub-recipient returns the signed copy of this Grant on or before the date provided in the transmittal letter and/or in this Grant Sub-recipient Award.

The FY 2012 Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of Presidential Policy Directive – 8 (PPD-8) by supporting the development and sustainment of core capabilities to fulfill the National Preparedness Goal (NPG). HSGP funding shall be used for costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

The FY 2012 Nonprofit Security Grant Program (NSGP) funding plays an important role in the implementation of Presidential Policy Directive 8 (PPD-8) by supporting the development and sustainment of core capabilities to fulfill the NGP. NSGP provides funding for target hardening and other physical security enhancements and activities to nonprofit organizations that are at high risk of terrorist attack and located within one of the specific Urban Areas Security Initiative (UASI)-eligible Urban Areas. While this funding is provided specifically to high-risk nonprofit organizations, the program seeks to integrate nonprofit preparedness activities with broader State and local preparedness efforts.

Sub-recipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/THSSAA. If Sub-recipient issues subawards as part of this Grant project, Sub-recipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Sub-recipient agreement funds" as used in this Grant means funds provided by DPS/THSSAA under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Sub-recipient's funds" or match funds as used in this Grant means funds provided by the Sub-recipient.

Overview and Performance Standards

All allocations and use of funds under this Grant shall be in accordance with the FY 2012 Funding Opportunity Announcement (FOA) for the Federal Grant Title specified on this Grant, and such FY 2012 FOA is incorporated by reference herein. Sub-recipient shall read, understand and accept the FY 2012 Funding Opportunity Announcement as binding.

Standard of Performance. Sub-recipient shall perform all activities and projects entered into the DPS/THSSAA web-based grants management system which are approved by DPS/THSSAA. Any change to a project shall receive prior written approval by the appropriate local, regional and state-level grant administrator(s). Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:

1. Assurances – Non-Construction Programs, hereinafter referred to as "**Exhibit A**"
2. Assurances – Construction Programs, hereinafter referred to as "**Exhibit B**"

3. Certifications, hereinafter referred to as "**Exhibit C**"

4. State of Texas Assurances, hereinafter referred to as "**Exhibit D**"

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

Environmental Review

Sub-recipient shall assess its federally funded projects for potential impact to environmental resources and historic properties. Sub-recipient shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/THSSAA. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact. Sub-recipient shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and DPS/THSSAA will not authorize or release grant funds for non-compliant projects.

Sub-recipient, as soon as possible upon receiving its grant award, shall provide information to DPS/THSSAA to assist with the legally-required 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 the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Sub-recipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances. See FEMA Information Bulletin 329.

Sub-recipient shall not undertake any 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. Sub-recipient shall 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, Sub-recipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Sub-recipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Funding Obligations

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

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

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

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

E. Notwithstanding any other provisions, the Parties hereto understand and agree that DPS/THSSAA's obligations under this Grant are contingent upon the receipt of adequate funds to meet DPS/THSSAA's liabilities hereunder, except as required by the Homeland Security Grant Program (HSGP). DPS/THSSAA shall not be liable to Sub-recipient for costs which exceed the amount specified in this Grant.

Performance Period

The performance period for this Grant is listed on the Grant Sub-Recipient Award. All goods and services shall be received within the performance period AND all reimbursement requests shall be submitted to DPS/THSSAA within the performance period. Sub-recipient shall have expended all grant funds and submitted reimbursement requests, and any invoices, in the DPS/THSSAA grant management system by the end of the performance period. DPS/THSSAA shall not be obligated to reimburse expenses incurred or submitted after the performance period.

Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this Grant, Sub-recipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. 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 (the A-102 Common Rule);

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 C.F.R. Part 10, Environmental Considerations

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 Educational Institutions (OMB Circular A-21)

3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)

4. 48 C.F.R. Subpart 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 (Funding Opportunity Announcement)

Sub-recipient agrees that all allocations and use of funds under this Grant shall be in accordance with the applicable FY 2012 Funding Opportunity Announcement and supplemental resources for the HSGP currently available at http://www.fema.gov/pdf/government/grant/2012/fy12_hsgp_foa.pdf and the Nonprofit Security Grant Program (NSGP), http://www.fema.gov/pdf/government/grant/2012/fy12_nsgp_foa.pdf.

DHS Specific Acknowledgements and Assurances

Sub-recipient shall comply with the DHS Standard Administrative Terms and Conditions that are outlined in Part 6.1.1 – Financial Assistance Award Standard Terms and Conditions (January 10, 2011), which is incorporated by reference herein. DHS requires those standard terms and conditions which are approved by the Division of Financial Assistance Policy and Oversight to be applied to all financial assistance awards. Http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf.

Sub-recipient acknowledges and agrees, and shall require any sub-recipients, subawardees, contractors, successors, transferees, and assignees to acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipient shall cooperate with any compliance review or complaint investigation conducted by DHS.
2. Sub-recipient shall give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to this grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Sub-recipient shall submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Sub-recipient shall comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three (3) years, Sub-recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Sub-recipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Sub-recipient, or Sub-recipient settles a case or matter alleging such discrimination, Sub-recipient shall forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Operation Stonegarden (OPSG) Specific Conditions

If Sub-recipient is receiving Operation Stonegarden (OPSG) funds, Sub-recipient is prohibited from obligating or expending OPSG funds provided through this Grant until each unique, specific, or modified county level, tribal or equivalent Operations Order or Fragmentary Order has been reviewed and approved by official notification by FEMA and Customs and Border Protection/Border Patrol (CBP/BP). Each Operations Order will be transferred via the secure portal (CBP/BP) BPETS system from each respective AOR Sector HQ to CBP/BP HQ in Washington, D.C., for review and pre-approval for Operational continuity, then forwarded to FEMA GPD/PGD OPSG Program Office for final review/approval. Official notification of approval will be sent by FEMA via email to DPS/THSSAA and CBP/BP HQ in Washington, D.C.

1. Sub-recipient shall develop and submit required operational documents through the border area's Integrated Planning Team.
2. Sub-recipient shall maintain an approved Concept of Operations, consisting of a campaign plan and proposed budget which will articulate the intent of how OPSG funds will be used throughout Sub-recipient's grant performance period.
3. If Sub-recipient intends to spend more than 50 percent of its award on overtime over the course of the performance period, a request for an overtime waiver shall be submitted through the Integrated Planning Team.
4. Sub-recipient shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.
5. Sub-recipient shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and the DPS/THSSAA has issued a Grant Sub-recipient Award or GAN to the jurisdiction.

State Requirements for Grants

Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, State Administrative Agency Information Bulletins, available at http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm, Texas Uniform Grants Management Standards (UGMS) at governor.state.tx.us/files/state-grants/?UGMS062004.doc and the State Administrative Agency Sub-recipient Manual, available at http://www.txdps.state.tx.us/director_staff/saa/documents/subrecipientManual.pdf. Sub-recipient shall, 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 this Grant, and the approved application.

Sub-recipient shall comply with the State of Texas General Appropriations Act, Art. IX, Part 4, as follows:

1. Grant funds may not be expended for a grant to a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, unless the law enforcement agency requesting the grant is in compliance with all rules developed by the Commission on Law Enforcement Officer Standards and Education or the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.

2. Grant funds may not be granted to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.
3. Grant funds may not be expended to a unit of local government unless the following limitations and reporting requirements are satisfied:

   a. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
   b. Texas Government Code Sections 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 legislation 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 Sections 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, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, including grant funds may only be expended if Sub-recipient timely completes and files its reports.

Restrictions and General Conditions

A. Use of Funds. DHS grant funds may only used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.

B. Lobbying Prohibited. No funds shall be expended by Sub-Recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions may be found at 31 U.S.C. §1352. Further, Sub-Recipient understands and agrees that it shall not 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.

C. Transferring Funds. Sub-recipient is prohibited from transferring funds between grant programs (such as SHSP, UASI, and OPSG) without a properly executed GAN.

D. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.

E. Cost Categories. There may be limitations on the use of HSGP funds for the categories of costs listed below. For additional details on restrictions on the use of funds, refer to the FY 2012 HSGP FOA, Appendix C, Funding Guidelines.

   1. Management and Administration
   2. Planning
   3. Organization
   4. Equipment
   5. Training
   6. Exercises
   7. Maintenance and Sustainment
   8. Critical Emergency Supplies
   9. Construction and Renovation

F. Governing Board Approval. In cases where local funding is established by a COG or an Urban Area Security Initiative (UASI) governing board, the release of funds by DPS/THSSAA is contingent upon funding allocation approval by the governing board.

G. Notices. All notices or communications 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. For notice to DPS/THSSAA see address set forth below. For Sub-

recipient, see the address listed on the Grant Sub-Recipient Award page or Point of Contact address listed for the Sub-recipient in the DPS/THSSAA Grants Management System (SPARS).

DPS/THSSAA Contact Information
Deputy Assistant Director
Texas Homeland Security State Admin. Agency
Texas Department of Public Safety
P.O. Box 4087
Austin, TX 78773-0220

H. Points of Contacts. Within 30 days of any change, Sub-recipient shall notify DPS/THSSAA of any change or correction to the chief elected official, program, and/or financial points of contact in the DPS/THSSAA grant management system.

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

J. Central Contractor Registration and Universal Identifier Requirements. Sub-recipient maintains that it has registered on www.ccr.gov, www.sam.gov/, or other federally established site for contractor registration, and entered DPS/THSSAA-required information. Sub-recipient shall keep current, and then review and update the CCR information at least annually. Sub-recipient shall keep information current in the CCR/SAM 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 shall not make any subaward agreement or contract related to this Grant 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.

K. Indirect Cost Allocation Plan. Sub-recipient shall submit its most recently approved Indirect Cost Allocation Plan signed by Cognizant Agency to DPS/THSSAA within 30 calendar days of the approval. "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 C.F.R. Part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies at http://harvester.census.gov/sac/dissem/asp/reports.asp. Unless the basis of the cost plan changes, Sub-recipient only needs to forward the annual Indirect Cost Rate approval letter to DPS/THSSAA within 30 calendar days after approval by the Cognizant Agency. The approved Indirect Cost Plans and approval letters shall be emailed to SAA_RR@dps.texas.gov. The Sub-recipient name shall be included in the file name and subject line of the email transmittal.

L. Reporting Total Compensation of Sub-recipient Executives. 2 C.F.R. §170.320; see FEMA Information Bulletin 350.

1. Applicability and what to report: Sub-recipient shall report whether Sub-recipient received $25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §170.320. Sub-recipient shall 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 shall report, along with Sub-recipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Sub-recipient's five most highly compensated executives for the preceding completed fiscal year.

2. Where and when to report: Sub-recipient shall report executive total compensation at www.ccr.gov, www.sam.gov/, or other federally established replacement site. By signing this Grant, Sub-recipient certifies that, if required, Sub-recipient's jurisdiction has already registered, entered the required information, and shall keep information in the CCR/SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Sub-recipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.

M. Direct Deposit. If Sub-recipient has not received HSGP reimbursements from DPS/THSSAA within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/THSSAA. Completed direct deposit forms from Sub-recipient shall be emailed to SAA_RR@dps.texas.gov. The email subject line and attachment name shall include the jurisdiction name and identify the document attached (i.e. "*Sample County DD form*"). The direct deposit form is 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 (APN) email feature which provides State of Texas payees with a one-business-day advance notice that a direct deposit payment has been sent to its financial institution. After receiving an APN, a payee may securely access its payment details online.

N. Procurements. Sub-recipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 44 C.F.R. §13.36.

O. Contract Provisions. All contracts executed using funds granted under this Grant shall contain the contract provisions listed under 44 C.F.R. §13.37(b), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

P. No Contracts with Debarred or Suspended Parties. Prior to contracting with any vendor or subawardee using funds granted under this Grant, Sub-recipient shall determine whether the vendor/subawardee is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department and agency and shall confirm the vendor/subawardee does not have any active "Exclusions" by reviewing the vendor/subawardee entity information at https://www.sam.gov/portal/public/SAM/.

Q. Management and Administration. If this Grant includes a specific award of funds to Sub-recipient for management and administration (M&A), Sub-recipient shall comply with all applicable requirements and limitations with respect to M&A. For additional information on M&A, refer to Information Bulletin 365 located at http://www.fema.gov/government/grant/bulletins/index.shtm#1/.

R. Personnel Cap. Up to fifty percent (50%) of all HSGP awards received by Sub-recipient may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, use of HSGP funding to pay for staff and/or contractor regular time or overtime/backfill, among other items, are considered personnel-related costs. Sub-recipient may request a waiver to the 50% personnel cap by submitting a waiver request through its respective regional council or urban area working group to DPS/THSSAA at SAA@dps.texas.gov. Requests for waivers shall be submitted on official Sub-recipient letterhead and be signed by an authorized official of Sub-recipient. Waivers shall contain the information required on page 9 of the FEMA Information Bulletin 379.

S. Property Management and Inventory. At least every two (2) years, Sub-recipient shall take a physical inventory and shall reconcile the results with property records. Sub-recipient shall maintain Property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. (See sample inventory record format at http://www.txdps.state.tx.us/director_staff/saa/audit_and_compliance.htm) Sub-recipient shall develop and implement a control system to prevent loss, damage or theft of property and Sub-recipient shall investigate and document any loss, damage or theft of property funded under this Grant.

T. Publications. All publications produced as a result of funding under this Grant, which are submitted for publication in any magazine, journal, or trade paper, shall include 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."

U. Acknowledgement of Federal Funding from DHS. Sub-recipient shall comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

V. Use of DHS, DPS, and DPS/THSSAA Seals and Non-Endorsement. Sub-recipient shall obtain DHS, DPS, or DPS/THSSAA's prior written approval before using any of these agencies' seal(s), logos, crests or reproductions of flags or likenesses of agency officials. Funding of this Grant does not equate to endorsement of use of funding agencies' seals, etc., including use of the United States Coast Guard seal, logo, crests, or reproductions of flags or likenesses of Coast Guard officials.

W. Copyright. Sub-recipient shall comply with requirements regarding publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Grant, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Sub-recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. Sub-recipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgment of Government sponsorship (including award number) to any work first produced under this Grant.

Further, 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. Sub-recipient agrees to consult with DPS/THSSAA regarding the allocation of any patent rights that arise from or are purchased with this funding.

X. Quarterly Performance Reports. Sub-recipient shall submit performance reports and progress reviews per DPS/THSSAA and/or FEMA's direction. Reports are entered into the grants management system. Performance reports are due by the twentieth (20th) day after the end of each calendar quarter: January 20, April 20, July 20 and October 20; or as otherwise specified or required by DPS/THSSAA. DPS/THSSAA may require other reports or different timelines to meet federal reporting dates or to respond to information requests. Failure to timely complete a performance report will result in Sub-recipient being unable to request additional reimbursements/advances and may affect future funding.

Y. Site Visits. DHS and/or DPS/THSSAA, through its authorized representatives, have 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 DHS on the premises of Sub-recipient or a contractor under this Grant, 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.

Z. Limited English Proficiency (Civil Rights Act of 1964, Title VI). Sub-recipient shall comply with the requirements of EO 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Sub-recipient shall take reasonable steps to ensure that LEP persons have meaningful access to Sub-recipient's programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Sub-recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to http://www.lep.gov.

AA. Protection of Human Subjects. Sub-recipient shall comply with the requirements of the Federal regulations at 45 C.F.R. Part 46, which requires that Sub-recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Sub-recipient shall comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 C.F.R. Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 C.F.R. Part 46.

BB. National Flood Insurance Act of 1968. Sub-recipient shall comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 C.F.R. Part 63.

CC. USA Patriot Act of 2001. Sub-recipient shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery systems of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The Act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the Act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

DD. Fly America Act of 1974. Sub-recipient shall comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118) and Comptroller General's guidelines.

EE. Activities Conducted Abroad. Sub-recipient shall comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

FF. Trafficking Victims Protection Act of 2000. All recipients of financial assistance shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 C.F.R. Part 175. This is implemented in accordance with OMB Interim Final Guidance,

Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient: (a) engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) procures a commercial sex act during the period of time that the award is in effect; or (c) uses forced labor in the performance of the award or subawards under the award.

DPS/THSSAA is authorized to terminate this award, without penalty, if the above condition is violated. Sub-recipient shall include this condition in any subawards or contracts it makes as a result of this Grant. Full text of the award term is provided at 2 C.F.R. §175.15.

GG. Americans with Disabilities Act of 1990. Sub-recipient shall comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. 42 U.S.C. §§ 12101-12213.

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

II. Security Concerns/Violations. Sub-recipient shall inform the THSSAA's Deputy Assistant Director in writing within two (2) calendar days of 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, Sub-recipient shall immediately notify the DPS/THSSAA Deputy Assistant Director and take appropriate law enforcement and legal action.

JJ. Classified Security Condition

1. 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
2. "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.
3. 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.
4. 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.
5. 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.

Other Requirements

A. During the performance period of this Grant, Sub-recipient, counties, cities, towns, and Indian tribes shall 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 Sub-recipient's plan, Sub-recipient shall correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

B. Projects identified and approved 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 this Grant. Sub-recipient

shall submit project plans, milestones, outputs/outcomes, narratives and budget to DPS/THSSAA and FEMA (if required) for approval prior to expending or requesting advances of any funds for this Grant. Sub-recipient shall enter appropriate project milestones into the DPS/THSSAA web-based grants management system within 60 days after award or by the deadline established by DPS/THSSAA, whichever is sooner. Sub-recipient shall report on project status and accomplishments (milestones and outputs/outcomes) in the format(s) and timeframes as required by DPS/THSSAA.

C. During the performance period of this Grant, Sub-recipient shall:

1. Participate in a legally-adopted county and/or regional mutual aid agreement.
2. Implement the National Incident Management System (NIMS) in a manner consistent with the NIMS Implementation Objectives outlined by FEMA at http://www.fema.gov/implementation-and-compliance-guidance-stakeholders#item4.
3. Be a registered user of the Texas Regional Response Network (TRRN) (or other response asset inventory management system specified by DPS/THSSAA) and shall identify, resource type, and credential all major deployable 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. http://www.fema.gov/emergency/nims/ResourceMngmnt.shtm#item3.

D. Regional Planning Commissions/Council of Governments (COGs) shall follow guidelines listed in the DPS/THSSAA FY2012 COG Statement of Work.

Monitoring

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

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

Audit

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

Right to Audit. 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 grant funds received and performances rendered under this Grant. Sub-recipient shall permit DPS/THSSAA or its authorized representative to audit Sub-recipient's records. Sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

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

Sub-recipient's Facilitation of Audit. 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 Sub-recipient. Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

State Auditor's Clause. Sub-recipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Sub-recipient further agrees to cooperate fully

with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Sub-recipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Sub-recipient relating to this Grant.

Retention and Accessibility of Records

Retention of Records. Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB Circular, 44 CFR Section 13.42, UGMS §__.42, and this Grant. 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 three (3) years after any real estate or equipment final disposition. The DHS or DPS/THSSAA may direct 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. Sub-recipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of its 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 Sub-recipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Sub-recipient. Sub-recipient shall maintain such records in an accessible location and provide citizens reasonable access to such records consistent with the Texas Public Information Act, Texas Government Code, Chapter 552.

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

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

Legal Authority

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

Authorized Representative. The person or persons signing and executing this Grant on Sub-recipient's behalf do warrant and guarantee that he/she has been duly authorized by Sub-recipient to execute this Grant on Sub-recipient's behalf and to validly and legally bind Sub-recipient to all terms and conditions and performance obligations.

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

Notice of Litigation and Claims

Sub-recipient shall give DPS/THSSAA immediate notice in writing of any action or claim, including any proceeding before an administrative agency, filed against Sub-recipient arising out of performance of this Grant. Except as otherwise directed by DPS/THSSAA, Sub-recipient shall furnish immediately to DPS/THSSAA copies of all documentation or pleadings received by Sub-recipient with respect to such action or claim.

No Liability for Employees and Officers

DPS/THSSAA shall have no liability whatsoever for the actions or omissions of an individual employed or contracted by Sub-recipient, regardless of where the individual's actions or omissions occurred.

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 Grant shall not constitute a waiver of such provision, and shall 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.

Changes and Amendments

Modification. FEMA or DPS/THSSAA may modify this Grant 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. Any alteration, addition, or deletion to this Grant by Sub-recipient is not valid.

Written Amendment. Alterations, additions or deletions to this Grant, such as changes to period of performance and award amounts, shall be made through an executed Grant Adjustment Notice (GAN).

Authority to Amend. During the period of performance for this Grant, DPS/THSSAA and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Grant'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 modifying this Grant and shall be binding upon Sub-recipient as if written in this Grant.

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

Headings

Headings and captions of this Grant are only for convenience and reference. These headings and captions shall not affect or modify the terms and conditions or be used to interpret or assist in the construction of this Grant.

Venue

Venue shall lie in Travis County, Texas, and this Grant is governed by the laws of the State of Texas.

Suspension

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

Termination

DPS/THSSAA shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/THSSAA determines that Sub-recipient has failed to comply with any term of this Grant. DPS/THSSAA shall provide written notice of the termination and include:

1. The reason(s) for such termination;
2. The effective date of such termination; and
3. In the case of partial termination, the portion of this Grant to be terminated.

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

Enforcement

If Sub-recipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, DPS/THSSAA or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by Sub-recipient or more severe enforcement action by DPS/THSSAA or DHS;
2. Disallow, that is, deny both use of funds and matching credit for, all or part of the cost of the activity or action not in compliance;
3. Wholly or partially suspend or terminate this Grant for Sub-recipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

In taking an enforcement action, DPS/THSSAA will provide Sub-recipient an opportunity for a hearing, appeal, or other administrative proceeding to which Sub-recipient is entitled under any statute or regulation applicable to the action involved.

The costs of Sub-recipient resulting from obligations incurred by Sub-recipient during a suspension or after termination of this Grant are not allowable unless DPS/THSSAA or DHS expressly authorizes them in the notice of suspension or termination or subsequently. Other Sub-recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by Sub-recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
2. The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Sub-recipient from being subject to "Debarment and Suspension" under E.O. 12549. 44 C.F.R. §13.35.

Conflict of Interest

No employee, officer or agent of Sub-recipient shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, is involved or otherwise creates the appearance of impropriety.

Closing of the Grant

A. DPS/THSSAA will close a sub-award after receiving Sub-recipient's final quarterly 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 Sub-recipient is owed additional funds, DPS/THSSAA will send the final payment automatically to Sub-recipient. If 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.

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

C. The closeout of this Grant does not affect:

1. DHS or DPS/THSSAA's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Sub-recipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Sub-recipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

Please fill in the appropriate information and certify by signing below that you have read, understood, and agree to the terms of this Grant.

Print Name of Authorized Official Ramon Garcia

Title Hidalgo County Judge

Sub-recipient Organization Hidalgo County

Signature of Authorized Official

4/2/13
Date

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Sub-recipient, I certify that 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 and 44 C.F.R. Part 19), 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 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (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) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air

resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (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, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this award. "Research" "means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

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, grant guidance, and policies governing this program.

Please fill in the appropriate information and sign to certify this Exhibit A.

Print Name of Authorized Official Ramon Garcia

Title Hidalgo County Judge

Sub-recipient Organization Hidalgo County

Signature of Authorized Official

4/2/13
Date

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Sub-recipient, I certify that 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 and 44 C.F.R. Part 19), 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) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (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) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (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, grant guidance and policies governing this program.

Please fill in the appropriate information and sign to certify this Exhibit B, if applicable.

Print Name of Authorized Official Ramon Garcia

Title Hidalgo County Judge

Sub-recipient Organization Hidalgo County

Signature of Authorized Official

4/2/13
Date

Exhibit C

Certifications

The undersigned, as the authorized official, 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, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee 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 or www.sam.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 C.F.R. 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 C.F.R. Part 17. Sub-recipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.

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.

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 to certify this Exhibit C.

Print Name of Authorized Official Ramon Garcia

Title Hidalgo County Judge

Sub-recipient Organization Hidalgo County

	4/2/13
Signature of Authorized Official	Date

EXHIBIT D

State of Texas Assurances

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

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Sub-recipient's governing body or of the Sub-recipient'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. Shall insure that all information collected, assembled, or maintained by the Sub-recipient 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. Shall 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. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Sub-recipient 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. Shall comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code, or shall 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 Sub-recipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall 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 sub-recipients 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. Shall 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. Sub-recipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall 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 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (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 this Grant.
10. Shall 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. Shall 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. Shall 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. Shall 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. Shall 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 Protection 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).

15. Shall 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. Shall 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. Shall 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. Shall 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. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

20. Shall 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. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

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

23. Shall 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 have Exclusions listed at https://www.sam.gov/portal/public/SAM/.

25. Shall 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 to certify this Exhibit D.

Print Name of Authorized Official Ramon Garcia

Title Hidalgo County Judge

Sub-recipient Organization Hidalgo County

4/2/13

Signature of Authorized Official — Date

Rosie

From: Hector Sandoval [hector.sandoval@auditor.co.hidalgo.tx.us]
Sent: Wednesday, March 27, 2013 2:09 PM
To: 'Rosie'
Subject: FW: 2012 OPSG for Hidalgo County
Attachments: GAN_12-SR_48215-01.pdf; 2012 Terms and Conditions FINAL1.pdf

Rosie,

FYI on 2012 OPSG

Thanks,
Hector S.

From: Mendez, Arturo [mailto:Arturo.Mendez@dps.texas.gov]
Sent: Tuesday, March 26, 2013 2:18 PM
To: Deborah Fischer
Cc: Hector Sandoval
Subject: RE: 2012 OPSG for Hidalgo County

A Grant Adjustment Notice (GAN) has been RELEASED by the SAA or Region for Hidalgo County - 2012:

Subgrantee: Hidalgo County
GAN Type: 2012 Initial Grant Award
GAN Date: 18-Mar-13
Due Date: 22-Apr-13

	OPSG
Original Amount:	$0.00
New Amount:	$1,156,464.87
Delta:	$1,156,464.87

Project Adjustment Details	Grant Name	From Amount	To Amount	Delta
Hidalgo County SO - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$587,640.82	$587,640.82
Hidalgo County Constable Pct. 2 - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$3,147.34	$3,147.34
Hidalgo County Constable Pct. 3 - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$7,077.62	$7,077.62
Hidalgo County Constable Pct. 4 - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$5,900.79	$5,900.79
City of Alamo PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$22,938.57	$22,938.57
City of Donna PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$10,616.34	$10,616.34
City of Edinburg PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$39,576.77	$39,576.77
City of Hidalgo PD - Support International Border and Waterway Security	2012 OPSG	$0.00	$111,488.45	$111,488.45
City of La Joya PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$5,114.41	$5,114.41
City of Mercedes PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$30,795.25	$30,795.25
City of Mission PD - Enhance Capability to Support				

International Border and Waterway Security	2012 OPSG	$0.00	$138,546.37	$138,546.37
City of Palmview PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$9,835.48	$9,835.48
City of Pharr PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$78,516.71	$78,516.71
City of Penitas PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$7,072.35	$7,072.35
City of San Juan PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$42,567.96	$42,567.96
City of Weslaco PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$55,629.64	$55,629.64

Reason for GAN: Original Grant Award

Attached is a copy of the required GAN paper work. Please print a copy; then have the appropriate individual sign where designated and return the signed copy to the return address on the GAN. (Retain a copy of the signed document for your records.)

If you have any questions concerning this e-mail please contact the SAA.

NOTE: The GAN process is **not complete** until the SAA receives a signed copy of this GAN. All activities on this grant are frozen until the GAN is completely processed. Please attend to this matter as soon as possible.

Thank You,
Arturo O. Mendez
Grant Coordinator
Texas Homeland Security/
State Administrative Agency
Phone: 512-377-0022
Fax: 512-206-3137

From: Deborah Fischer [mailto:deborah.fischer@auditor.co.hidalgo.tx.us]
Sent: Tuesday, March 26, 2013 2:18 PM
To: Mendez, Arturo
Subject: 2012 OPSG for Hidalgo County

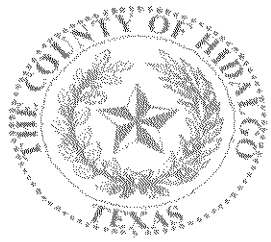
Art,

Please try to attach the file to this email.

Thanks,

Deborah L Fischer
Grant Accounting Supervisor
Hidalgo County Auditor's Office
2808 S. Business HWY 281
Edinburg, TX 78539

Phone (956) 318-2511 Ext. 4670
Fax (956) 318-2577
deborah.fischer@auditor.co.hidalgo.tx.us


THE COUNTY OF HIDALGO
TEXAS

Texas Department of Public Safety

2012 Sub-Recipient Agreement

for

Hidalgo County

Date of Award

March 18, 2013

1. Sub-Recipient Name and Address	**2. Prepared by:** Phillips, Jeanette	**3. Award Number:** 12-SR 48215-01
Judge Ramon Garcia Hidalgo County 302 W. University Edinburg, TX 78539	**4. Federal Grant Information**	
	Federal Grant Title:	**Homeland Security Grant Program**
	Federal Grant Award Number:	EMW-2012-SS-00018-S01
	Date Federal Grant Awarded to TxDPS:	September 1, 2012
	Federal Granting Agency:	Department of Homeland Security FEMA Grant Programs Directorate

5. Award Amount and Grant Breakdowns

OPSG Award Amount
(Federal)
CFDA: 97.067

$1,156,464.87

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, 2012	Feb 28, 2014

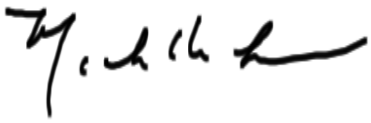
(The SAA Must receive all invoices by the end of grant period)

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:**

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:	**12. Date Signed :**

13. DUE DATE: **April 22, 2013**

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

DATE: March 27, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden 2012

ACCOUNT NUMBER: 3-1284-421-00-280-047-5-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
3-1284-421-00-280-047-5-131	Overtime Pay	121,970.57
3-1284-421-00-280-047-5-220	FICA	9,330.75
3-1284-421-00-280-047-5-581	Travel in County	10,339.50
3-1284-421-00-280-047-5-741	Vehicles	220,000.00
3-1284-421-00-280-047-5-748	Other Equipment	226,000.00

TOTAL APPROPRIATIONS **587,640.82**

3-1284-331-12-280-047-5-000 **OPERATION STONEGARDEN**

587,640.82

TOTAL REVENUES **587,640.82**

REASON: **To appropriate budget for the FY2012 Operation Stonegarden Grant awarded by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA).**

SAA Award No. 12-SR-48215-01/ Federal Grant Award No. EMW-2012-SS-00018-S01

Note: Expenses relating to Retirement, Unemployment Compensation, Worker's Compensation, and Health and Life insurance are to be charged to the Sheriff's Office Budget (Account #3-1100-421-00-280-001-0-XXX).

DEPARTMENT HEAD SIGNATURE / / **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-37830 **Health & Human Services Dept. 11. B.**

CC REGULAR

Meeting Date: 04/02/2013

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to submit the renewal grant application for the Regional and Local Services System / Local Public Health Services funding for FY 14 in the amount of $102,403.44.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 3-1293-441-00-340-006-4-xxx

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

BUDGETARY IMPACT:

No local matching funds required.

Attachments

Award Letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/21/2013 10:32 AM
Manuel Chapa	Manuel Chapa	03/28/2013 09:54 AM
Purchasing Department	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Mike Escaname Started On: 03/21/2013 08:54 AM

Final Approval Date: 03/28/2013

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

P.O. Box 149347
Austin, Texas 78714-9347
1-888-963-7111
TTY: 1-800-735-2989
www.dshs.state.tx.us

DAVID L. LAKEY, M.D.
COMMISSIONER

RECEIVED
Hidalgo County Health
& Human Services Department
MAR 18 2013
1304 S. 25th Ave.
Edinburg, Texas 78542

March 11, 2013

Eduardo Olivarez
Hidalgo CO Health Dept
1304 South 25th Ave.
Edinburg, TX 78539

Dear Eduardo Olivarez:

This letter is to notify you of your award for the ***FY14 Regional and Local Services System/Local Public Health Services (RLSS/LPHS) contract*** in the amount of $102403.44. This amount reflects the same level funding as in the beginning of FY13.

The renewal forms, instructions, sample forms and funding information are enclosed. For your convenience, the renewal forms are also posted on DSHS the Regional and Local Health Services website at http://www.dshs.state.tx.us/rls/localservices. For assistance in completing the renewal packet, please contact Elma Medina at 512-776-2181.

Please submit the *FY14 LPHS Renewal D*ocuments via email to LocalPHTeam@dshs.state.tx.us by **Friday, April 5, 2013, 5:00 p.m.** (scan and email, the signature page to localphteam@dshs.state.tx.us **or** fax the signature page to our new fax number at (512) 776-7391).

The renewal documents include:

- *Form A Face Page*
- *Contact Information*
- *Categorical Budget Forms*
- *Project Service Delivery Plan reflecting the Public Health Issue(s) needing to be addressed; Essential Public Health Service(s) to be provided; Measurable Objective(s); and, Performance measure(s), activities, evaluation/improvement plan, and deliverables. Note: A Service Delivery Plan must be completed for each public health issue or public health program addressed by LPHS funded staff.*

Note: A Service Delivery Plan must be completed for each public health issue or public health program addressed by LPHS funded staff.

RLSS/LPHS contracts are based on expected state appropriations and federal funding levels and are contingent on continued availability of funding. With the PHHSBG not funded in the President's federal fiscal year 2014 (FFY14) budget, we have yet to receive any information from the Centers for Disease Control and Prevention about the level of PHHSBG funding to expect in FFY 2014. Therefore, DSHS Regional and Local Health Services will process FY14 contracts under the assumption that the PHHSBG will potentially be zero-funded in FFY14. Adjustments to contracts may be necessary depending on the final budget appropriation of the PHHS block grant.

Please note that the General Provisions for FY2014 are being revised. The FY13 General Provisions are available on the DSHS Client Services Contracting Unit website at: http://www.dshs.state.tx.us/grants/gen-prov.shtm

Sincerely,

Elma Medina

Elma Medina,
Contract Manager,
Regional & Local Health Services & Compliance Branch
Attachments

AI-37831 **Health & Human Services Dept. 11. C.**

CC REGULAR

Meeting Date: 04/02/2013

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to apply for the 2013 Binational Health Council funding in the amount of $4,200.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No local matching funds required.

Attachments

Award Email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/21/2013 10:33 AM
Manuel Chapa	Manuel Chapa	03/22/2013 10:34 AM
Purchasing Department	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Mike Escaname Started On: 03/21/2013 09:00 AM

Final Approval Date: 03/28/2013

From: DeLaFuente,Edith (DSHS) [mailto:Edith.DeLaFuente@dshs.state.tx.us]
Sent: Friday, February 22, 2013 3:12 PM
To: Lauren Irma Garcia (lauren.garcia@mail.hchd.org); Leticia Doria (gldoriac@hotmail.com)
Cc: Jorge Sebastian Hernandez (jorgesebastianhr@hotmail.com); Evangelina Rubio (evangelina.rubio@hchd.org); Brenda G. Salazar (brenda.salazar@mail.hchd.org); Mata,Lupita (DSHS)
Subject: 2013 Binational Health Council Funding / 2013 Consejo Binacional de Salud Financiamiento

Lauren and Dra. Doria,

Funding has been identified and is now available for the Hida-Rey Binational Health Council.

Currently, there is $4,200 available for year round activities. The council may decide to use their funds for meetings, translation, and/or activities. Attached is the template that would need to be completed for the year round activities. Additionally, if the council decides to use the funds for meetings and/or translations, then all OBH would need is documentation from the meeting including agendas and minutes.

At this time, we are not sure how much additional funding will be available for Border Binational Health Week (BBHW) 2013 activities. The USMBHC has changed the title of this category. So we will no longer be required to use the majority of these funds for BBHW but rather for community based health initiatives. Also, the Binational Health Council may choose not to accept these funds but rather hold on to them for BBHW 2013 activities. If funds are used for an activity other than meetings/translations, then we would need a copy of the attached Activity Evaluation and Report.

Also, OBH received a solicitation from Hidalgo County for an National Infant Immunization Week (NIIW) event. The request is in the amount $5,000. The Binational Health Council could use the $4,200 available for this project, if the council believes this is the best use of funds.

All funds are available for use through August 31, 2013; however, we will need to encumber the funds as soon as possible. So, please feel free to let us know how the Council plans to use these funds.

If you should have any questions, please feel free to contact Lupita Mata at (956) 421-5592 or via email at lupita.mata@dshs.state.tx.us

****

AI-37843 **Health & Human Services Dept. 11. D.**

CC REGULAR

Meeting Date: 04/02/2013

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to submit the renewal grant application for the Title V Child Health FY 14 funding.

2. Requesting approval to submit the renewal grant application for the Title V Prenatal FY 14 funding.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 3-1293-441-00-340-051-4-xxx

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

BUDGETARY IMPACT:

No local matching funds required for the Title V Child Health funding.

FISCAL YEAR: 2014 **ACCT. #:** 3-1293-441-00-340-052-4-xxx

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

BUDGETARY IMPACT:

No local matching funds required for the Title V Prenatal funding.

Attachments

Email

Notice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/21/2013 02:01 PM
Manuel Chapa	Manuel Chapa	03/28/2013 08:33 AM
Purchasing Department	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Mike Escaname Started On: 03/21/2013 12:39 PM

Final Approval Date: 03/28/2013

Mike Escaname

From: Lydia Serna <lydia.serna@hchd.org>
Sent: Thursday, March 21, 2013 12:34 PM
To: 'Sylvia Rocha'
Cc: Mike Escaname
Subject: FW: Request for Proposals for Title V Fee for Services Contracts

This is the information needed for our Title V Grant Application.

Lydia Serna
Director of Nursing
Hidalgo County Health & Human Services Department
956-383-6221

From: Flores,Blanca (DSHS) [mailto:Blanca.Flores@dshs.state.tx.us]
Sent: Thursday, March 21, 2013 11:24 AM
To: Flores,Blanca (DSHS)
Subject: Request for Proposals for Title V Fee for Services Contracts

Request for Proposals for
Title V Fee for Services Contracts

Child Health & Child Dental
Prenatal Medical & Prenatal Dental
Fiscal Year 2014

RFP# CHS/TV-0554.1

The Department of State Health Services (DSHS), Family and Community Health Services Division, Community Health Services Section and Office of Title V and Family Health, announce the expected availability of State Fiscal Year (FY) 2014 Title V funding to provide child health, child dental, prenatal medical, prenatal dental, and case management services to eligible individuals. This RFP is not limited to this source of funding if other sources become available for this project.

The posting can be viewed at http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=104974

Thank you,

Blanca Flores, CTPM, CTCM
Branch Manager
Client Services Contracting Unit
Texas Dept of State Health Services
Austin, Texas

Request for Proposals for Child Health & Child Dental, Prenatal Medical & Prenatal Dental Services

Open Date: 05/01/13 02:00 PM **Agency Requisition Number:** CHS/TV-0554.1

NOTE: You will need to download all of the following files for complete specifications and other required document, including a HUB subcontracting plan(if required).
Help: Right Click to and choose "save file as" or "save target as" to your computer.
-**Package 1** size: 386048 (in bytes) Type: Specification Format: Word for Windows 97
-**Package 2** size: 2703360 (in bytes) Type: Specification Format: Word for Windows 97
-**Package 3** size: 411648 (in bytes) Type: Specification Format: Word for Windows 97

The Department of State Health Services (DSHS), Family and Community Health Services Division, Community Health Services Section and Office of Title V and Family Health, announce the expected availability of State Fiscal Year (FY) 2014 Title V funding to provide child health, child dental, prenatal medical, prenatal dental, and case management services to eligible individuals. Title V Child Health Services Title V Child Health Services include preventive and primary child health care from birth through the 21st year. Title V Child Dental Services Title V Child Dental Services include preventive and primary dental care for children and adolescents from birth through the 21st year. Title V Prenatal Medical Services Title V Prenatal Medical Services include direct health care services to pregnant women of all ages. Title V Prenatal Medical Services include screening and eligibility determination, direct clinical services, laboratory services, Title V Children and Pregnant Women (CPW) case management, coordination with the CHIP Perinatal Program, and appropriate referrals as necessary. Title V Prenatal Dental Services up to Three Months Post-partum Title V Prenatal Dental Services include preventive and primary dental care to pregnant women of all ages through three months post-partum.

Agency: DEPARTMENT OF STATE HEALTH SERVICES (537)
Open Date: 05/01/13 02:00 PM **Agency Requisition Number:** CHS/TV-0554.1
Previous Price Paid: N/A
Solicitation type: 14 Days or more for entire solicitation package
NIGP Commodity Code(s):
Class-Item: 948 - 48

Contact Information:

Contact Name:	Blanca Flores
Email:	blanca.flores@dshs.state.tx.us
URL:	www.dshs.state.tx.us
Address:	1100 West 49th Street Room T502 - Mail Code 1886 Austin, TX 78756

Upload Date: 2013-03-21 11:01:57.44 Updated date: 2013-03-21 11:01:57.44

AI-37833 **Health & Human Services Dept. 11. E.**

CC REGULAR

Meeting Date: 04/02/2013

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to apply for the Community Training funding in an amount up to $10,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No local matching funds required.

Attachments

Award Email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/21/2013 10:35 AM
Manuel Chapa	Manuel Chapa	03/27/2013 03:35 PM
Purchasing Department	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Mike Escaname Started On: 03/21/2013 09:06 AM

Final Approval Date: 03/28/2013

-----Original Message-----
From: Benedict,Maria (DSHS) [mailto:Maria.Benedict@dshs.state.tx.us]
Sent: Tuesday, March 12, 2013 11:55 AM
To: Brenda Salazar
Subject: RE: $5000

If there's any initiative related to CVD/S (including reducing its risk factors) that would benefit from the $5000, I would welcome any ideas from you.
You may want to use the $5000 toward purchasing materials for future diabetes classes?
Money needs to be spent by 29JUN13. I will make the execution of the contract very easy – minimal deliverables if possible.

Thanks,

Maria

From: Brenda Salazar [mailto:brenda.salazar@hchd.org]
Sent: Tuesday, March 12, 2013 11:52 AM
To: Benedict,Maria (DSHS)
Subject: RE: $5000

Hi, Maria!!

Wow! Exciting opportunity!! Let me see what I can put together for you. Can you give me some general parameters?

I'll get back with you ASAP

Thank you so much, and I am looking forward to next week! ☺

Brenda G. Salazar
Public Health Technician III
Hidalgo County Health & Human Services
1304 S. 25th Ave.
Edinburg, Texas 78542
956-383-6221, Ext. 377

-----Original Message-----
From: Benedict,Maria (DSHS) [mailto:Maria.Benedict@dshs.state.tx.us]
Sent: Tuesday, March 12, 2013 11:41 AM
To: Brenda Salazar
Subject: $5000

Hi Brenda,

I hope this email finds you well. I may have some extra money - $5000. Please let me know if you have the time and the resources to do an initiative by 29JUN13.
I know you're coming to the DEEP Training next week. It's going to be an awesome training. You may want to use the $5000 towards training your community??
I'm open to your ideas ☺

MB

AI-37880 **Health & Human Services Dept. 11. F.**

CC REGULAR

Meeting Date: 04/02/2013

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to submit renewal grant application for the Immunization FY 14 funding.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 3-1293-441-00-340-012-4-xxx

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

BUDGETARY IMPACT:

No local matching funds required.

Attachments

email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/22/2013 10:36 AM
Manuel Chapa	Manuel Chapa	03/28/2013 09:54 AM
Purchasing Department	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Mike Escaname Started On: 03/22/2013 10:32 AM

Final Approval Date: 03/28/2013

Mike Escaname

From: eddie.olivarez <eddie.olivarez@hchd.org>
Sent: Friday, March 22, 2013 11:25 AM
Subject: Fwd: 2014 ILA Application
Attachments: Texas Counties and Regions.docx; 2014 ILA Work Plan_Final.docx; Copy of Budget Template_NOT PROTECTED.xls; Copy of DSHS Budget Instructions.xls; ffata form G1-A.docx; FY2014 ILA PACKET TEMPLATE Final.docx

Eduardo Olivarez
Chief Administrative Officer
Hidalgo County Health & Human Services
1304 South 25th Ave.
Edinburg, Texas 78542

956-383-8858 Office
eddie.olivarez@hchd.org
Twitter.com/hidalgohealth

---- Original Message ----
From: "Wilczynski,Jonah (DSHS)" <Jonah.Wilczynski@dshs.state.tx.us>
Sent: 3/21/2013 4:57:48 PM
To: "eddie.olivarez@hchd.org" <eddie.olivarez@hchd.org>, "lydia.serna@hchd.org" <lydia.serna@hchd.org>
Cc: "Samples-Ruiz,Melissa (DSHS)" <Melissa.Samples-Ruiz@dshs.state.tx.us>, "Nunez,Ivette (DSHS)" <Ivette.Nunez@dshs.state.tx.us>
Subject: 2014 ILA Application

Dear Local Health Department Contractor:

Thank you for the work you have accomplished thus far with the 2013 contract. We now need to work on the new 2014 Inter-Local Agreement (ILA) application for the contract that will begin on September 1, 2013 and end on August 31, 2014.

Attached to this e-mail are the 2014 IMM/LOCALS ILA Contract Packet and subsequent application forms not included in the packet. Please complete all documents listed on **Form B: Table of Contents and Checklist** and submit back in its entirety to DSHS no later than **2:00 p.m. on Friday, April 5, 2013**.

As part of the ILA packet requirement please focus in on the following documents:

1) A new budget that reflects the new 12-month time period, (September 1, 2013 - August 31, 2014);

2) A complete **Work Plan** as detailed in the attachment;

3) A new **Face Page** signed by the authorized signatory of your organization and;

4) A new **Form C: Contact Person Information** that now needs to include an Emergency Contact designee for your agency. Please include the current contacts for Immunization Program leadership responsible for routine communications regarding contract information requests and financial updates.

The contract amount for Fiscal Year 2014 (FY2014) will remain at level funding.

The FY2014 budget should be written so that it supports the submitted scope of work and work plan. Also, please remember that indirect costs should be limited to no more than 10% of your personnel costs. Note that any funds anticipated being collected through third-party payors should be listed as Program Income with these funds being utilized first before requesting any reimbursement from DSHS. Refer to the current *Immunization Program Contractors Guide* for guidance on calculating Program Income.

Please submit all updated documents in their original format (Microsoft Word or Excel) per the instructions on the ILA packet.

If you have any questions, feel free to contact me at the number shown below.

Jonah Wilczynski, CTCM

Certified Texas Contract Manager

Contract Management Unit, CMU

Division for Disease Control and Prevention Services (DCPS)

512/776-3968 (Direct), 512/776-7391 (Fax)

AI-37929 **Health & Human Services Dept. 11. G.**

CC REGULAR

Meeting Date: 04/02/2013

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to renew the Noncommercial Political certificates for the following Health & Human Services - Environmental Division employees:

Vendor	Employee	Invoice #	Amount	Purpose
TDA	Ronnie Ramirez	01032270	12.00	License
TDA	Jose Alvarez	01032271	12.00	License
TDA	Rogelio Reyes	01032273	12.00	License
TDA	Roberto Serna	01032274	12.00	License
		Total	48.00	

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-441-00-340-001-0-811

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

BUDGETARY IMPACT:

Amount available for requisition# 233965 as of 3-27-13 $48.00 for Texas Department of Agriculture.

Attachments

invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Ivan Cantu	03/26/2013 01:29 PM
Manuel Chapa	Manuel Chapa	03/27/2013 03:34 PM
Purchasing Department	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Mike Escaname Started On: 03/26/2013 12:58 PM

Final Approval Date: 03/28/2013

Texas Department of Agriculture
P.O. Box 12847
Austin, TX 78711-2847

MAR 25 2013

1304 S. 25th Ave.
Edinburg, Texas 78542

5515078100035102

March 19, 2013 1383

TEXAS DEPARTMENT OF AGRICULTURE
TODD STAPLES, COMMISSIONER

RONNIE RAMIREZ
ELIZARDO RAMOS
1304 S 25TH ST
EDINBURG TX 78542

CLIENT #: 00400364
INVOICE #: 01032270
USER ID: eramos6

Important Information about New Email Policy on Back

DEAR ELIZARDO RAMOS

Your NONCOMMERCIAL POLITICAL certificate (0526579) will expire on April 30, 2013. Please detach the coupon below and submit it with your payment. Payment must be received (not postmarked) by this date or a late fee will be assessed. If you have already submitted this payment please disregard this notice.

*** IF YOUR FEE IS $0.00 YOU MUST STILL MAIL IN THE COUPON TO RENEW ***

ONLINE RENEWAL IS NOW AVAILABLE! We encourage you to renew online. Your User ID is provided above. To renew online, follow these instructions:

1. Renewals with $0.00 due cannot be submitted online
2. Go to: https://bridge.tda.state.tx.us
3. Click Forgot Password Link to retrieve password.
4. Click on Renew License. (Some account types are not eligible to renew online.)
5. Check the box next to the license(s) you wish to renew.
6. Click on Payment Method and click Renew.
7. Enter payment information and click Submit and follow onscreen instructions & print receipt.
8. Print Payment Submitted page and retain for your records.
9. Reminder, certain license types may be assessed a processing fee for online renewal.

For questions concerning your renewal, please contact TDA at license.inquiry@texasagriculture.gov, or call (877) 542-2474, or (800) 735-2989 (TDD).

Keep the top portion for your records

Please detach coupon at perforation and submit coupon with your remittance if you choose not to renew online.

Renewal Coupon

Texas Department of Agriculture
P.O Box 12077
Austin, TX 78711-2077

*****Check back of this coupon for possible additional information requirements.*****

NONCOMMERCIAL POLITICAL
TDA Client Name: RONNIE RAMIREZ
TDA Client No: 00400364
Account No: 0526579
Invoice No: 01032270
Amount Due on or after 05/01/2013 $18.00
Amount Due on or after 07/29/2013 $24.00

Amount in Credit: $0.00
Total Amount Due: $12.00
Amount Enclosed:

001032270 05012013000012002 11

Texas Department of Agriculture
P.O. Box 12847
Austin, TX 78711-2847

March 19, 2013 1387

RECEIVED
Hidalgo County Health
& Human Services Department
MAR 25 2013

TEXAS DEPARTMENT OF AGRICULTURE
TODD STAPLES, COMMISSIONER

JOSE ALVAREZ
ELIZARDO RAMOS
1304 S 25TH ST
EDINBURG TX 78539

CLIENT #: 00400365
INVOICE #: 01032271
USER ID: eramos7

Important Information about New Email Policy on Back

DEAR ELIZARDO RAMOS

Your NONCOMMERCIAL POLITICAL certificate (0526582) will expire on April 30, 2013. Please detach the coupon below and submit it with your payment. Payment must be received (not postmarked) by this date or a late fee will be assessed. If you have already submitted this payment please disregard this notice.

*** IF YOUR FEE IS $0.00 YOU MUST STILL MAIL IN THE COUPON TO RENEW ***

ONLINE RENEWAL IS NOW AVAILABLE! We encourage you to renew online. Your User ID is provided above. To renew online, follow these instructions:

1. Renewals with $0.00 due cannot be submitted online
2. Go to: https://bridge.tda.state.tx.us
3. Click Forgot Password Link to retrieve password.
4. Click on Renew License. (Some account types are not eligible to renew online.)
5. Check the box next to the license(s) you wish to renew.
6. Click on Payment Method and click Renew.
7. Enter payment information and click Submit and follow onscreen instructions & print receipt.
8. Print Payment Submitted page and retain for your records.
9. Reminder, certain license types may be assessed a processing fee for online renewal.

For questions concerning your renewal, please contact TDA at license.inquiry@texasagriculture.gov, or call (877) 542-2474, or (800) 735-2989 (TDD).

Keep the top portion for your records

Please detach coupon at perforation and submit coupon with your remittance if you choose not to renew online.

Renewal Coupon

Texas Department of Agriculture
P.O Box 12077
Austin, TX 78711-2077

*****Check back of this coupon for possible additional information requirements.*****

NONCOMMERCIAL POLITICAL
TDA Client Name: JOSE ALVAREZ
TDA Client No: 00400365
Account No: 0526582
Invoice No: 01032271
Amount Due on or after 05/01/2013 $18.00
Amount Due on or after 07/29/2013 $24.00

Amount in Credit: $0.00
Total Amount Due: $12.00
Amount Enclosed:

001032271 05012013000012000 11

Texas Department of Agriculture
P.O. Box 12847
Austin, TX 78711-2847

March 19, 2013 1395

RECEIVED
Hidalgo County Health
& Human Services Department
MAR 25 2013

TEXAS DEPARTMENT OF AGRICULTURE
TODD STAPLES, COMMISSIONER

5515078100035400102

1304 S. 25th Ave.
Edinburg

ROGELIO REYES
ELIZARDO RAMOS
1304 S 25TH ST
EDINBURG TX 78542

CLIENT #: 00400400
INVOICE #: 01032273
USER ID: eramos8

Important Information about New Email Policy on Back

DEAR ELIZARDO RAMOS

Your NONCOMMERCIAL POLITICAL certificate (0526617) will expire on April 30, 2013. Please detach the coupon below and submit it with your payment. Payment must be received (not postmarked) by this date or a late fee will be assessed. If you have already submitted this payment please disregard this notice.

*** IF YOUR FEE IS $0.00 YOU MUST STILL MAIL IN THE COUPON TO RENEW ***

ONLINE RENEWAL IS NOW AVAILABLE! We encourage you to renew online. Your User ID is provided above. To renew online, follow these instructions:

1. Renewals with $0.00 due cannot be submitted online
2. Go to: https://bridge.tda.state.tx.us
3. Click Forgot Password Link to retrieve password.
4. Click on Renew License. (Some account types are not eligible to renew online.)
5. Check the box next to the license(s) you wish to renew.
6. Click on Payment Method and click Renew.
7. Enter payment information and click Submit and follow onscreen instructions & print receipt.
8. Print Payment Submitted page and retain for your records.
9. Reminder, certain license types may be assessed a processing fee for online renewal.

For questions concerning your renewal, please contact TDA at license.inquiry@texasagriculture.gov, or call (877) 542-2474, or (800) 735-2989 (TDD).

Keep the top portion for your records

Please detach coupon at perforation and submit coupon with your remittance if you choose not to renew online.

Renewal Coupon

Texas Department of Agriculture
P.O Box 12077
Austin, TX 78711-2077

*****Check back of this coupon for possible additional information requirements.*****

NONCOMMERCIAL POLITICAL
TDA Client Name: ROGELIO REYES
TDA Client No: 00400400
Account No: 0526617
Invoice No: 01032273
Amount Due on or after 05/01/2013 $18.00
Amount Due on or after 07/29/2013 $24.00

Amount in Credit: $0.00
Total Amount Due: $12.00
Amount Enclosed:

001032273 05012013000012006 11

Texas Department of Agriculture
P.O. Box 12847
Austin, TX 78711-2847

March 19, 2013 1399

RECEIVED
Hidalgo County Health
& Human Services Department
MAR 25 2013

TEXAS DEPARTMENT OF AGRICULTURE
TODD STAPLES, COMMISSIONER

1304 S. 25th Ave
Edinburg, Texas 78542

ROBERTO SERNA
ELIZARDO RAMOS
1304 S 25TH ST
EDINBURG TX 78539

CLIENT #: 00400433
INVOICE #: 01032274
USER ID: eramos9

Important Information about New Email Policy on Back

DEAR ELIZARDO RAMOS

Your NONCOMMERCIAL POLITICAL certificate (0526652) will expire on April 30, 2013. Please detach the coupon below and submit it with your payment. Payment must be received (not postmarked) by this date or a late fee will be assessed. If you have already submitted this payment please disregard this notice.

*** IF YOUR FEE IS $0.00 YOU MUST STILL MAIL IN THE COUPON TO RENEW ***

ONLINE RENEWAL IS NOW AVAILABLE! We encourage you to renew online. Your User ID is provided above. To renew online, follow these instructions:

1. Renewals with $0.00 due cannot be submitted online
2. Go to: https://bridge.tda.state.tx.us
3. Click Forgot Password Link to retrieve password.
4. Click on Renew License. (Some account types are not eligible to renew online.)
5. Check the box next to the license(s) you wish to renew.
6. Click on Payment Method and click Renew.
7. Enter payment information and click Submit and follow onscreen instructions & print receipt.
8. Print Payment Submitted page and retain for your records.
9. Reminder, certain license types may be assessed a processing fee for online renewal.

For questions concerning your renewal, please contact TDA at license.inquiry@texasagriculture.gov, or call (877) 542-2474, or (800) 735-2989 (TDD).

Keep the top portion for your records

Please detach coupon at perforation and submit coupon with your remittance if you choose not to renew online.

Renewal Coupon

Texas Department of Agriculture
P.O Box 12077
Austin, TX 78711-2077

*****Check back of this coupon for possible additional information requirements.*****

NONCOMMERCIAL POLITICAL
TDA Client Name: ROBERTO SERNA
TDA Client No: 00400433
Account No: 0526652
Invoice No: 01032274
Amount Due on or after 05/01/2013 $18.00
Amount Due on or after 07/29/2013 $24.00

Amount in Credit: $0.00
Total Amount Due: $12.00
Amount Enclosed:

001032274 05012013000012004 11

THIS IS YOUR LICENSE. CAREFULLY TRIM AWAY EXCESS MARGINS AND DISPLAY AT ALL TIMES.

TEXAS DEPARTMENT OF AGRICULTURE

TODD STAPLES, COMMISSIONER,
P. O. BOX 12847 AUSTIN, TX 78711-2847
(877) LIC-AGRI (877-542-2474)
For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.tda.state.tx.us

NONCOMMERCIAL POLITICAL PESTICIDE APPLICATOR LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

ROBERTO SERNA
1304 S 25TH ST
EDINBURG TX 78539

TDA Client No. 00400433

TDA License No. 0526652

Effective Date: April 30, 2012

Expiration Date: April 30, 2013

CATEGORIES:
12A

TEXAS DEPARTMENT OF AGRICULTURE

TODD STAPLES, COMMISSIONER
P. O. BOX 12847 AUSTIN, TX 78711-2847
(877) LIC-AGRI (877-542-2474)
For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.tda.state.tx.us

NONCOMMERCIAL POLITICAL PESTICIDE APPLICATOR LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

JOSE ALVAREZ
1304 S 25TH ST
EDINBURG TX 78539

TDA Client No. 00400365

TDA License No. 0526582

Effective Date: April 30, 2012

Expiration Date: April 30, 2013

CATEGORIES:
12A

THIS IS YOUR LICENSE. CAREFULLY TRIM AWAY EXCESS MARGINS AND DISPLAY AT ALL TIMES.

TEXAS DEPARTMENT OF AGRICULTURE

TODD STAPLES, COMMISSIONER
P. O. BOX 12847 AUSTIN, TX 78711-2847
(877) LIC-AGRI (877-542-2474)
For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.tda.state.tx.us

NONCOMMERCIAL POLITICAL PESTICIDE APPLICATOR LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

RONNIE RAMIREZ
1304 S 25TH ST
EDINBURG TX 78542

TDA Client No. 00400364
TDA License No. 0526579
Effective Date: April 26, 2011
Expiration Date: April 30, 2012

CATEGORIES:
12A

TEXAS DEPARTMENT OF AGRICULTURE

TODD STAPLES, COMMISSIONER
P. O. BOX 12847 AUSTIN, TX 78711-2847
(877) LIC-AGRI (877-542-2474)
For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.tda.state.tx.us

NONCOMMERCIAL POLITICAL PESTICIDE APPLICATOR LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

ROGELIO REYES
1304 S 25TH ST
EDINBURG TX 78542

TDA Client No. 00400400
TDA License No. 0526617
Effective Date: April 30, 2012
Expiration Date: April 30, 2013

CATEGORIES:
12A

AI-37747 **IT Department 13. A.**

CC REGULAR

Meeting Date: 04/02/2013

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Requesting approval of the following claim/invoice with authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor.

Invoice Date/Invoice #	Vendor	Amount
01/28/2013 956 973-7800	Verizon	$1,127.92
02/28/2013 956 973-7800	Verizon	$1,127.92
02/07/2013 956 968-3423	Verizon	$331.11
03/07/2013 956 968-3423	Verizon	$332.06

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-121-004-0-531

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

BUDGETARY IMPACT:

Funds available as of 3-27-13. Invoices are for services rendered during the months of Jan. & Feb. 2013. Services have already been rendered by vendor.

Attachments

MyDocuments

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/18/2013 03:47 PM
Obdett Calzada	Obdett Calzada	03/26/2013 01:55 PM
Ivan Cantu	Ivan Cantu	03/27/2013 09:45 AM
Purchasing Department	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Edna Kirby Started On: 03/18/2013 12:46 PM

Final Approval Date: 03/28/2013

verizon

Telephone Number : 956 973-7800 040811
Account Number: 10 5492 2882678665 00
How to Reach Us : See page 2

HIDALGO COUNTY PRECINCT 1

Account Summary

Previous Charges 02-381418	$ 1,129.22
Payment Received on Jan 17.	– 1,129.22
Balance	$ .00

New Charges

Verizon (page 3)	$ 1,127.92
Total New Charges Due Feb 22, 2013	**$ 1,127.92**

To avoid a late payment charge of 5.0% or $5.00, whichever is greater, payment must be received before Feb 27, 2013.

Total Due **$ 1,127.92**

Invoice Received By:
Edna Kuley On 2/8/13
Goods/services Received By:
Edna Kuley On 1/28-2/27/13
Acct.# 3-1200-431-00-121-004-0-531
PO# _____

Mail Payments To:
VERIZON SOUTHWEST, PO BOX 920041, DALLAS TX 75392-0041

Change of billing address?
Go to verizon.com/billingaddress or call us.

▼ Detach & return payment slip with your check, payable to Verizon.

verizon

Account: 10 5492 2882678665 00
New Charges Due: Feb 22, 2013
Total Due: $ 1,127.92

210*HBRDA1
00002134 3S0000014783
10-TX 5492
9569737800 20040811

012813

Amount Paid :
$ _____

00002134 01 AB 0.384 SW012811 0012
HIDALGO COUNTY PRECINCT 1
ATTN:IT DEPT
POBOX 207
EDINBURG TX 78540-0207

VERIZON SOUTHWEST
PO BOX 920041
DALLAS TX 75392-0041

How to Reach Us

Billing Questions	enterprisecenter.verizon.com	1-800-483-6000	8:30 am - 5 pm M-F
Order Questions	enterprisecenter.verizon.com	1-800-483-6000	8:30 am - 5 pm M-F
Online billing and payment	enterprisecenter.verizon.com		24 hours a day
Repair	enterprisecenter.verizon.com	1-888-875-4144	24 hours a day
Pay By Phone Service*	(third party fee applies)	1-800-345-6563	24 hours a day
Payment Arrangements		1-800-440-8052	7:00am-6:00pm CST M-F

* Pay by Phone Service - This service is optional and provided by an independent third party vendor for a fee.

For Your Information

Previous Payments
If you sent a payment that we did not receive in time to be reflected on this bill, please deduct that amount before sending payment. To check whether your payment has been received, call the Billing Questions number above.

Returned Payment
If your payment is returned for any reason, Verizon will resubmit it electronically. A charge may apply for each payment returned.

Past Due Amounts
The due date on your bill only applies to New Charges. Any past due amount should be paid immediately.

Service Suspension for Non-Payment
Based on state regulatory and notice requirements, once your bill is past due, some or all of your service may be suspended. Charges may apply to suspend and reconnect service. A deposit to reestablish service may also be required.

TX Slamming & Cramming
If you think you have been slammed, (your long distance service switched without your permission) or crammed (charged for services that you did not authorize), please contact us. If we do not resolve your problem, you may write the Public Utility Commission of Texas, c/o Office of Consumer Protection, PO Box 13326, Austin, TX 78711-3326, email at (customer@puc.state.tx.us) or call 512-936-7120 (toll free in Texas 1-888-782-8477). TTY service available on 512-936-7136.

Consumer Information
For important consumer information see the Customer Guide in your Verizon White pages.

Automatic Bill Payment Enrollment for Account:

Enroll at verizon.com, or complete 4 steps below to authorize and instruct your financial institution to deduct the amount of your monthly telephone bill from your checking account and remit directly to Verizon. This also enrolls you in Paperless billing.
To discontinue Automatic Bill Payment, you must call Verizon.

1. Check box **2. Sign here** **3. Put date here**

☐

4. Print email address here

Go Green! Go Paperless Billing! Pay Electronically!

MONTHLY LOCAL SERVICE - REGULATED (Jan 28 to Feb 27)

BASIC LOCAL SERVICE CHARGE

	Description	Qty	Unit Rate	
	CKT# 43.DINA.956.973.7800.DI001.			
1	DID number 1st 100	1	105.00	105.00
2	DID 10+ Blocks of ten numbers	5	1.50	7.50
3	ISDN Access - 1 Yr Term	1	315.44	315.44
4	ISDN T1 Facility - 1 Yr Term	1	247.43	247.43
5	Federal Access Recovery Charge	1	.86	.86
6	Federal Access Recovery Charge	1	4.30	4.30
7	ISDN B channel	23	14.06	323.38
8	Federal Subscriber Line Charge	1	7.38	7.38
9	Federal Subscriber Line Charge	1	36.90	36.90
10	ISDN interstate access port	1	10.00	10.00
			Subtotal	1,058.19
	Total			$ 1,058.19

REGULATED SERVICE TAXES AND SURCHARGES

11	Cost of service surcharge	1.76
12	Municipal Right-of-Way Fee	39.33
13	9-1-1 Equalization Fee	1.38
14	9-1-1 Fee	11.50
15	Federal Universal Service Fee	13.57
16	Federal Universal Service Fee	2.19
	Total	$ 69.73
	Verizon regulated charges	*$ 1,127.92*
	Total Verizon charges	***$ 1,127.92***

ITEMIZATION OF TELEPHONE NUMBERS:

Listed below are the telephone numbers included with this billing:

956 973-7800		956 447-3775	956 447-3995	956 447-8533
956 968-0707		956 968-4724	956 968-4734	956 968-8733
956 968-8827		956 969-8509	956 969-8671	956 969-8680
956 973-7801	thru	956 973-7939		

Should you have any questions, please contact Verizon by using the telephone number listed on page two of your bill.

For Your Information

Bankruptcy Information
If you are or were in bankruptcy, this statement may include amounts for pre-bankruptcy service. You should not pay pre-bankruptcy amounts; they are for your information only. Mail bankruptcy-related correspondence to 500 Technology Drive, Suite 550, Weldon Spring, MO 63304.

Important Pricing Changes Concerning Your Verizon Telephone Service
Effective on or after March 16, 2013, monthly rates will increase by $ 3.00 for the following services provided on a month to month and term basis: Business Single and Multi Exchange lines, Manual and Automatic Trunk services, CustoPAK®, Remote Call Forwarding, CentraNet® Feature Package 1000, 2000, and 3000, Inside Wire Maintenance plan and Freedom Feature Packages 1, 2 and 3. Call Waiting, Call Forwarding, Call Waiting ID, Caller ID, Caller ID with Anonymous Block, Complete Block and Speed Call 30 will each increase by $ 0.50 per month. Anonymous Call Block, Call Forwarding Busy-fixed, Call Forwarding No Answer, Call Forwarding Multipath, Distinctive Ring, and Select Call Forwarding will each increase by $1.00 per month.

Services currently part of a package or bundle will not be affected by the rate increase. Customers currently on a term agreement will not be affected by the rate increase until their term expires.

For Your Information

Verizon Surcharges
Verizon's Surcharges include (i) a Federal Subscriber Line and Access Recovery Charge applicable to local services that helps pay for the costs of providing and maintaining the local phone network; (ii) a Federal Universal Service Charge applicable to interstate and international services to recover fees imposed on us by the government to support universal service, and; (iii) a Carrier Cost Recovery Charge applicable to long distance customers that helps defray various charges we pay, including those for government number administration, local number portability, regulatory fees, and charges we or our agents must pay to terminate calls on other networks. Please note that these are Verizon charges, not taxes. These charges, and what is included in these charges, are subject to change from time to time. For additional information regarding the charges on your Verizon bill, please visit Verizon.com or call the number listed on your bill.

Telephone Sales Calls. Know The Facts
Under the Federal Telephone Consumer Protection Act, telemarketers must identify the individual or business they represent and the purpose of the call. Telemarketers are prohibited from making unsolicited sales calls between the hours of 9 pm and 8 am.

From time to time, Verizon calls its customers to inform them about special promotions or new products and services. For those customers who indicate that they do not wish to receive sales calls, you can request to be added to Verizon's do-not-call list. Being on the federal list does not prevent sales calls to existing customers.

Certain organizations (such as political groups, not-for-profits and telephone surveys) are exempt from the do-not-call registry. In addition, federal law exempts calls made to parties with whom the caller has an established business relationship, and calls for which the calling party has received the called party's prior express invitation or permission. Consumers may follow the same procedure to revoke their registration for the federal do-not-call list.

To place your number on the Federal do-not-call registry, call 1-888-382-1222 (Voice) or 1-866-290-4236 (TTY), or visit the website at *www.donotcall.gov*.
To learn more about telephone sales calls, see the Protection Tips section of the Customer Guide in your Verizon Directory.

Payment by Check
Paying by check authorizes check processing or use of the check information for a one-time electronic fund transfer from your account. For all payments using bank account information, we may retain the information to send you electronic refunds or enable your future electronic payments to us (to opt out, call 1-888-500-5358).

Important Changes to Verizon's Operator Services.
Effective April 6, 2013, Verizon will discontinue services commonly referred to as Busy Line Verification and Busy Line Interrupt. Verizon's Operators will no longer verify a busy line condition or interrupt a conversation at the calling party's request. These services are now rarely used and cannot be performed on the large number of lines with call waiting, voicemail or call forwarding.

The Public Utility Commission has assigned Control Number 40765 to this application. Persons who wish to formally participate in the commission's proceedings concerning this application, or who wish to express their comments concerning this application should contact the Public Utility Commission of Texas, Office of Consumer Protection, PO Box 3326, Austin, Texas 78711-3326, or call the Public Utility Commission's Office of Consumer Protection at (512) 936-7120 or, toll free, at (888) 782-8477.

Hearing and speech-impaired individuals with text telephones (TTY) may contact the commission at (512) 936-7136 or reach the commission's toll free number through Relay Texas at (800) 735-2988. Requests to participate in the proceedings and comments should reach the commission no later than March 4, 2013.

For Your Information

Term Commitment Information
You are receiving special pricing for services based on a term commitment. Termination of these services prior to the end of the term commitment will result in early termination charges as specified in the tariff. If you have questions regarding the terms of your commitment, please contact your local Verizon business office at the telephone number listed on your bill.

You Can Block Third Party Billing to Your Verizon Bill.
For more information, visit verizon.com/blocking or call us at the number listed on your bill.

verizon

Telephone Number : 956 973-7800 040811
Account Number: 10 5492 2882678665 00
How to Reach Us : See page 2

HIDALGO COUNTY PRECINCT 1

Account Summary

Previous Charges	$ 1,127.92
No Payment Received	.00
Past Due Charges (please pay now)	$ 1,127.92
New Charges	
Verizon (page 3)	$ 1,127.92
Total New Charges Due Mar 25, 2013	**$ 1,127.92**
To avoid a late payment charge of 5.0% or $5.00, whichever is greater, payment must be received before Mar 30, 2013	
Total Due	**$ 2,255.84**

Invoice Received By:
_____ On 3/7/13
Goods/services Received By:
_____ On _____
Acct.# _____
PO# _____

Mail Payments To:
VERIZON SOUTHWEST, PO BOX 920041, DALLAS TX 75392-0041

Change of billing address?
Go to verizon.com/billingaddress or call us.

▼ Detach & return payment slip with your check, payable to Verizon.

verizon

Account: 10 5492 2882678665 00
New Charges Due: Mar 25, 2013
Total Due: $ 2,255.84

210*HBRDA1
00002121 3S0000013209
10-TX 5492
9569737800 20040811

022813

Amount Paid :
$ ☐☐☐☐.☐☐

00002121 01 AB 0.384 SW022811 0012
HIDALGO COUNTY PRECINCT 1
ATTN:IT DEPT
POBOX 207
EDINBURG TX 78540-0207

VERIZON SOUTHWEST
PO BOX 920041
DALLAS TX 75392-0041

10 5492 2882678665 00N00000112792 00000225584 10

How to Reach Us

Billing Questions	enterprisecenter.verizon.com	1-800-483-6000	8:30 am - 5 pm M-F
Order Questions	enterprisecenter.verizon.com	1-800-483-6000	8:30 am - 5 pm M-F
Online billing and payment	enterprisecenter.verizon.com		24 hours a day
Repair	enterprisecenter.verizon.com	1-888-875-4144	24 hours a day
Pay By Phone Service*	(third party fee applies)	1-800-345-6563	24 hours a day
Payment Arrangements		1-800-440-8052	7:00am-6:00pm CST M-F

* Pay by Phone Service - This service is optional and provided by an independent third party vendor for a fee.

For Your Information

Previous Payments
If you sent a payment that we did not receive in time to be reflected on this bill, please deduct that amount before sending payment. To check whether your payment has been received, call the Billing Questions number above.

Returned Payment
If your payment is returned for any reason, Verizon will resubmit it electronically. A charge may apply for each payment returned.

Past Due Amounts
The due date on your bill only applies to New Charges. Any past due amount should be paid immediately.

Service Suspension for Non-Payment
Based on state regulatory and notice requirements, once your bill is past due, some or all of your service may be suspended. Charges may apply to suspend and reconnect service. A deposit to reestablish service may also be required.

TX Slamming & Cramming
If you think you have been slammed, (your long distance service switched without your permission) or crammed (charged for services that you did not authorize), please contact us. If we do not resolve your problem, you may write the Public Utility Commission of Texas, c/o Office of Consumer Protection, PO Box 13326, Austin, TX 78711-3326, email at (customer@puc.state.tx.us) or call 512-936-7120 (toll free in Texas 1-888-782-8477). TTY service available on 512-936-7136.

Consumer Information
For important consumer information see the Customer Guide in your Verizon White pages.

Automatic Bill Payment Enrollment for Account:

Enroll at verizon.com, or complete 4 steps below to authorize and instruct your financial institution to deduct the amount of your monthly telephone bill from your checking account and remit directly to Verizon. This also enrolls you in Paperless billing.
To discontinue Automatic Bill Payment, you must call Verizon.

1. Check box **2. Sign here** **3. Put date here**

☐

4. Print email address here



Go Green! Go Paperless Billing! Pay Electronically!

MONTHLY LOCAL SERVICE - REGULATED (Feb 28 to Mar 27)

BASIC LOCAL SERVICE CHARGE

	Description	Qty	Unit Rate	
	CKT# 43.DINA.956.973.7800.DI001.			
1	DID number 1st 100	1	105.00	105.00
2	DID 10+ Blocks of ten numbers	5	1.50	7.50
3	ISDN Access - 1 Yr Term	1	315.44	315.44
4	ISDN T1 Facility - 1 Yr Term	1	247.43	247.43
5	Federal Access Recovery Charge	1	.86	.86
6	Federal Access Recovery Charge	1	4.30	4.30
7	ISDN B channel	23	14.06	323.38
8	Federal Subscriber Line Charge	1	7.38	7.38
9	Federal Subscriber Line Charge	1	36.90	36.90
10	ISDN interstate access port	1	10.00	10.00
			Subtotal	1,058.19
	Total			**$ 1,058.19**

REGULATED SERVICE TAXES AND SURCHARGES

11	Cost of service surcharge	1.76
12	Municipal Right-of-Way Fee	39.33
13	9-1-1 Equalization Fee	1.38
14	9-1-1 Fee	11.50
15	Federal Universal Service Fee	13.57
16	Federal Universal Service Fee	2.19
	Total	**$ 69.73**
	Verizon regulated charges	*$ 1,127.92*
	Total Verizon charges	***$ 1,127.92***

ITEMIZATION OF TELEPHONE NUMBERS:

Listed below are the telephone numbers included with this billing:

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956 968-0707	956 968-4724	956 968-4734	956 968-8733
956 968-8827	956 969-8509	956 969-8671	956 969-8680
956 973-7801 thru	956 973-7939		

Should you have any questions, please contact Verizon by using the telephone number listed on page two of your bill.

For Your Information

Bankruptcy Information
If you are or were in bankruptcy, this statement may include amounts for pre-bankruptcy service. You should not pay pre-bankruptcy amounts; they are for your information only. Mail bankruptcy-related correspondence to 500 Technology Drive, Suite 550, Weldon Spring, MO 63304.

Payment by Check
Paying by check authorizes check processing or use of the check information for a one-time electronic fund transfer from your account. For all payments using bank account information, we may retain the information to send you electronic refunds or enable your future electronic payments to us (to opt out, call 1-888-500-5358).

Term Commitment Information
You are receiving special pricing for services based on a term commitment. Termination of these services prior to the end of the term commitment will result in early termination charges as specified in the tariff. If you have questions regarding the terms of your commitment, please contact your local Verizon business office at the telephone number listed on your bill.

Customer Proprietary Network Information (CPNI) Notice
CPNI is information that relates to the type, quantity, destination, technical configuration, location, and amount of use of telecommunications services that you purchase from us, and related billing information. The protection of your CPNI is important to us. Under federal law, you have a right, and we have a duty, to protect

For Your Information

the confidentiality of your CPNI.
We may use and share your CPNI among our affiliates and agents to offer you the full range of Verizon services that are different from the services you purchase, such as video, wireless, Internet, and local or long distance voice services. Visit verizon.com for a complete listing of our services and companies.
You may choose not to have your CPNI used for the marketing purposes described above by calling 1 866 554-5575 at any time. When you call, please have your bill and account number available. Your decision will not affect our provision of services to you, and does not eliminate all marketing contacts by Verizon
Unless you call us at the number above, Verizon may use your CPNI to market different types of services beginning 30 days after the first time we notify you of the CPNI policy described above. You may elect at any time to add or remove a restriction on the use of your CPNI. Your choice remains valid until you change your election by calling the number above.

You Can Block Third Party Billing to Your Verizon Bill.
For more information, visit verizon.com/blocking or call us at the number listed on your bill.

10 5492 9569737800 040811 00 10 TX210*HBRDA1 00002121 3S0000013212

verizon

Telephone Number : 956 968-3423 040909
Account Number: 10 5492 2898682810 06
How to Reach Us : See page 2

HIDALGO COUNTY OF

Account Summary

Previous Charges	$ 331.11
Payment Received on Feb 01.	– 331.11
Balance	$ .00

New Charges	
Verizon (page 3)	$ 331.11
Total New Charges Due Mar 4, 2013	**$ 331.11**

To avoid a late payment charge of 5.0% or $5.00, whichever is greater, payment must be received before Mar 09, 2013.

Total Due **$ 331.11**

Invoice Received By:
_____ On 2/20/13
Goods/services Received By:
_____ On _____
Acct.# _____
PO# _____

Mail Payments To:
VERIZON SOUTHWEST, PO BOX 920041, DALLAS TX 75392-0041

Change of billing address?
Go to verizon.com/billingaddress or call us.

▼ Detach & return payment slip with your check, payable to Verizon

verizon

Account: 10 5492 2898682810 06
New Charges Due: Mar 04, 2013
Total Due: $ 331.11

210*HBRDA1
00001823 3S0000009753
10-TX 5492
9569683423 20040909

020713

Amount Paid :
$ ☐☐☐.☐☐

00001823 01 MB 0.405 SW020711 0008
HIDALGO COUNTY OF
PCT-1 HIDALGO COUNTY OF
CANO IT DEPT 4TH FLR
100 N. CLOSNER 1ST FLOOR
EDINBURG TX 78539-3563

VERIZON SOUTHWEST
PO BOX 920041
DALLAS TX 75392-0041

10 5492 2898682810 06N00000000000 00000033111 04

How to Reach Us

Billing Questions	enterprisecenter.verizon.com	1-800-483-6000	8:30 am - 5 pm M-F
Order Questions	enterprisecenter.verizon.com	1-800-483-6000	8:30 am - 5 pm M-F
Online billing and payment	enterprisecenter.verizon.com		24 hours a day
Repair	enterprisecenter.verizon.com	1-888-875-4144	24 hours a day
Pay By Phone Service*	(third party fee applies)	1-800-345-6563	24 hours a day
Payment Arrangements		1-800-440-8052	7:00am-6:00pm CST M-F

* Pay by Phone Service - This service is optional and provided by an independent third party vendor for a fee.

For Your Information

Previous Payments
If you sent a payment that we did not receive in time to be reflected on this bill, please deduct that amount before sending payment. To check whether your payment has been received, call the Billing Questions number above.

Returned Payment
If your payment is returned for any reason, Verizon will resubmit it electronically. A charge may apply for each payment returned.

Past Due Amounts
The due date on your bill only applies to New Charges. Any past due amount should be paid immediately.

Service Suspension for Non-Payment
Based on state regulatory and notice requirements, once your bill is past due, some or all of your service may be suspended. Charges may apply to suspend and reconnect service. A deposit to reestablish service may also be required.

TX Slamming & Cramming
If you think you have been slammed, (your long distance service switched without your permission) or crammed (charged for services that you did not authorize), please contact us. If we do not resolve your problem, you may write the Public Utility Commission of Texas, c/o Office of Consumer Protection, PO Box 13326, Austin, TX 78711-3326, email at (customer@puc.state.tx.us) or call 512-936-7120 (toll free in Texas 1-888-782-8477). TTY service available on 512-936-7136.

Consumer Information
For important consumer information see the Customer Guide in your Verizon White pages.

Automatic Bill Payment Enrollment for Account:

Enroll at verizon.com, or complete 4 steps below to authorize and instruct your financial institution to deduct the amount of your monthly telephone bill from your checking account and remit directly to Verizon. This also enrolls you in Paperless billing. To discontinue Automatic Bill Payment, you must call Verizon.

1. Check box **2. Sign here** **3. Put date here**

☐

4. Print email address here



Go Green! Go Paperless Billing! Pay Electronically!

MONTHLY LOCAL SERVICE - REGULATED (Feb 7 to Mar 6)

BASIC LOCAL SERVICE CHARGE

	Description	Qty	Unit Rate	
1	CentraNet Premium Calling Plan	4	10.00	40.00
2	CentraNet access line - 5 Yr Term	4	24.00	96.00
3	Federal Access Recovery Charge	4	.15	.60
4	Federal Access Recovery Charge	3	.86	2.58
5	Business Line	3	33.95	101.85
6	CentraNet CLASS features	4	5.00	20.00
7	CentraNet feature package 2000	4	3.00	12.00
8	Federal Subscriber Line Charge	7	7.38	51.66
9	CentraNet Subscriber Line Credit	4	3.0803	CR 12.32
			Subtotal	312.37
	Total			$ 312.37

REGULATED SERVICE TAXES AND SURCHARGES

10	Cost of service surcharge	.45
11	Municipal Right-of-Way Fee	5.13
12	9-1-1 Equalization Fee	.42
13	9-1-1 Fee	3.50
14	Municipal Right-of-Way Fee	.68
15	Federal Universal Service Fee	.22
16	Federal Universal Service Fee	1.77
17	Federal Universal Service Fee	6.57
	Total	$ 18.74
	Verizon regulated charges	*$ 331.11*
	Total Verizon charges	***$ 331.11***

ITEMIZATION OF TELEPHONE NUMBERS:

Listed below are the telephone numbers included with this billing:

956 968-3423	956 447-8612	956 447-8614	956 447-9522
956 968-9320	956 968-9783	956 969-1417	

Should you have any questions, please contact Verizon by using the telephone number listed on page two of your bill.

For Your Information

Bankruptcy Information
If you are or were in bankruptcy, this statement may include amounts for pre-bankruptcy service. You should not pay pre-bankruptcy amounts; they are for your information only. Mail bankruptcy-related correspondence to 500 Technology Drive, Suite 550, Weldon Spring, MO 63304.

Payment by Check
Paying by check authorizes check processing or use of the check information for a one-time electronic fund transfer from your account. For all payments using bank account information, we may retain the information to send you electronic refunds or enable your future electronic payments to us (to opt out, call 1-888-500-5358).

Term Commitment Information
You are receiving special pricing for services based on a term commitment. Termination of these services prior to the end of the term commitment will result in early termination charges as specified in the tariff. If you have questions regarding the terms of your commitment, please contact your local Verizon business office at the telephone number listed on your bill.

10 5492 9569683423 040909 06 04 TX210*HBRDA1 00001823 3S0000009755

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verizon

Telephone Number : 956 968-3423 040909
Account Number: 10 5492 2898682810 06
How to Reach Us : See page 2

HIDALGO COUNTY OF

Account Summary

Previous Charges	$ 331.11
No Payment Received	.00
Past Due Charges (please pay now)	$ 331.11
New Charges	
Verizon (page 3)	$ 332.06
Total New Charges Due Apr 1, 2013	**$ 332.06**

To avoid a late payment charge of 5.0% or $5.00, whichever is greater, payment must be received before Apr 06, 2013.

Total Due **$ 663.17**

Invoice Received By: _____ On 3/18/13
Goods/services Received By: _____ On _____
Acct.# _____
PO# _____

Mail Payments To:
VERIZON SOUTHWEST, PO BOX 920041, DALLAS TX 75392-0041

Change of billing address?
Go to verizon.com/billingaddress or call us.

▼ Detach & return payment slip with your check, payable to Verizon.

verizon

Account: 10 5492 2898682810 06
New Charges Due: Apr 01, 2013
Total Due: $ 663.17

210*HBRDA1
00001812 3S0000009841
10-TX 5492
9569683423 20040909

030713

Amount Paid :
$ ☐☐☐.☐☐

00001812 01 MB 0.405 SW030711 0008
HIDALGO COUNTY OF
PCT-1 HIDALGO COUNTY OF
CANO IT DEPT 4TH FLR
100 N. CLOSNER 1ST FLOOR
EDINBURG TX 78539-3563

VERIZON SOUTHWEST
PO BOX 920041
DALLAS TX 75392-0041

10 5492 2898682810 06N00000033111 00000066317 03

3/18/13

For Your Information

Term Commitment Information
You are receiving special pricing for services based on a term commitment. Termination of these services prior to the end of the term commitment will result in early termination charges as specified in the tariff. If you have questions regarding the terms of your commitment, please contact your local Verizon business office at the telephone number listed on your bill.

Customer Proprietary Network Information (CPNI) Notice
CPNI is information that relates to the type, quantity, destination, technical configuration, location, and amount of use of telecommunications services that you purchase from us, and related billing information. The protection of your CPNI is important to us. Under federal law, you have a right, and we have a duty, to protect the confidentiality of your CPNI.
We may use and share your CPNI among our affiliates and agents to offer you the full range of Verizon services that are different from the services you purchase, such as video, wireless, Internet, and local or long distance voice services. Visit verizon.com for a complete listing of our services and companies.
You may choose not to have your CPNI used for the marketing purposes described above by calling 1 866 554-5575 at any time. When you call, please have your bill and account number available. Your decision will not affect our provision of services to you, and does not eliminate all marketing contacts by Verizon.
Unless you call us at the number above, Verizon may use your CPNI to market different types of services beginning 30 days after the first time we notify you of the CPNI policy described above. You may elect at any time to add or remove a restriction on the use of your CPNI. Your choice remains valid until you change your election by calling the number above.

Important News - Business Change
On or after May 18, 2013, Verizon will no longer offer a 60 Month term commitment option for new or renewing CENTRANET/DIGITAL (ISDN) CENTRANET SERVICE customers. Upon expiration of an existing term commitment period customers may subscribe to these services on the 12 Month or 36 Month term commitment options.

MONTHLY LOCAL SERVICE - REGULATED (Mar 7 to Apr 6)

BASIC LOCAL SERVICE CHARGE

	Description	Qty	Unit Rate	
1	CentraNet Premium Calling Plan	4	10.00	40.00
2	CentraNet access line - 5 Yr Term	4	24.00	96.00
3	Federal Access Recovery Charge	4	.15	.60
4	Federal Access Recovery Charge	3	.86	2.58
5	Business Line	3	33.95	101.85
6	CentraNet CLASS features	4	5.00	20.00
7	CentraNet feature package 2000	4	3.00	12.00
8	Federal Subscriber Line Charge	7	7.38	51.66
9	CentraNet Subscriber Line Credit	4	3.0803	CR 12.32
			Subtotal	312.37
	Total			$ 312.37

REGULATED SERVICE TAXES AND SURCHARGES

10	Cost of service surcharge	.45
11	Municipal Right-of-Way Fee	5.13
12	9-1-1 Equalization Fee	.42
13	9-1-1 Fee	3.50
14	Municipal Right-of-Way Fee	.68
15	Federal Universal Service Fee	.22
16	Federal Universal Service Fee	1.77
17	Federal Universal Service Fee	6.57
	Total	**$ 18.74**

Verizon regulated charges *$ 331.11*

LOCAL TOLL CALLS

CONVENIENT PAY-PER-USE CALLING SERVICES

For 956 968-3423

	Day	Date	Time	Service type	
18	Tue	Feb 19	1:48 pm	3 Way Calling	.95
	Total				**$ .95**

Verizon local toll charges ** *$ .95*

****Non-payment of local toll charges WILL NOT result in the disconnection of your local telephone service.**

Total Verizon charges ***$ 332.06***

ITEMIZATION OF TELEPHONE NUMBERS:

Listed below are the telephone numbers included with this billing:

956 968-3423	956 447-8612	956 447-8614	956 447-9522
956 968-9320	956 968-9783	956 969-1417	

Should you have any questions, please contact Verizon by using the telephone number listed on page two of your bill.

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How to Reach Us

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Online billing and payment	enterprisecenter.verizon.com		24 hours a day
Repair	enterprisecenter.verizon.com	1-888-875-4144	24 hours a day
Pay By Phone Service*	(third party fee applies)	1-800-345-6563	24 hours a day
Payment Arrangements		1-800-440-8052	7:00am-6:00pm CST M-F

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Past Due Amounts
The due date on your bill only applies to New Charges. Any past due amount should be paid immediately.

Service Suspension for Non-Payment
Based on state regulatory and notice requirements, once your bill is past due, some or all of your service may be suspended. Charges may apply to suspend and reconnect service. A deposit to reestablish service may also be required.

TX Slamming & Cramming
If you think you have been slammed, (your long distance service switched without your permission) or crammed (charged for services that you did not authorize), please contact us. If we do not resolve your problem, you may write the Public Utility Commission of Texas, c/o Office of Consumer Protection, PO Box 13326, Austin, TX 78711-3326, email at (customer@puc state tx us) or call 512-936-7120 (toll free in Texas 1-888-782-8477). TTY service available on 512-936-7136.

Consumer Information
For important consumer information see the Customer Guide in your Verizon White pages.

Automatic Bill Payment Enrollment for Account:

Enroll at verizon.com, or complete 4 steps below to authorize and instruct your financial institution to deduct the amount of your monthly telephone bill from your checking account and remit directly to Verizon. This also enrolls you in Paperless billing. To discontinue Automatic Bill Payment, you must call Verizon.

1. Check box **2. Sign here** **3. Put date here**

☐

4. Print email address here



Go Green! Go Paperless Billing! Pay Electronically!

AI-37791 **IT Department 13. B.**

CC REGULAR

Meeting Date: 04/02/2013

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Requesting approval of the following claims/invoices with authority for the County Treasuer to issue payment/check after review, audit and processing procedures are completed by the County Auditor.

Invoice Date/Invoice #	Vendor	Amount
11/01/12 40900309	Valley Bottle Water	6.00
11/01/12 40900242	Valley Bottle Water	3.50

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-415-00-200-001-0-442

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

BUDGETARY IMPACT:

Available balance as of 3-26-13 $243.00

Attachments

Desktop

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/20/2013 12:42 PM
Erika Zamora	Obdett Calzada	03/22/2013 10:27 AM
Manuel Chapa	Manuel Chapa	03/26/2013 03:31 PM
Purchasing Department	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Edna Kirby Started On: 03/20/2013 09:15 AM

Final Approval Date: 03/28/2013

INVOICE

VALLEY BOTTLE WATER
1401 S.P.I.D.
CORPUS CHRISTI, TX 78416

INVOICE 40900309
DATE 11/01/12

TERMS NET 15
PLEASE REMIT TO THE
ABOVE ADDRESS

37616
HIDALGO CO COMPUTER DEPT
100 N. CLOSNER 1ST FLOOR
EDINBURG TX 78539

SERIAL	DESCRIPTION	INVOICE AMOUNT
10015	EQUIPMENT RENTAL	3.50
10161	EQUIPMENT RENTAL	2.50
	TOTAL AMOUNT	6.00

INVOICE

VALLEY BOTTLE WATER
1401 S.P.I.D.
CORPUS CHRISTI, TX 78416

INVOICE 40900242
DATE 11/01/12

TERMS NET 15
PLEASE REMIT TO THE
ABOVE ADDRESS

31945
HIDALGO CO COMPUTER DEPT
100 E. CANO 2ND FLOOR
EDINBURG TX 78539

SERIAL	DESCRIPTION	INVOICE AMOUNT
14886	EQUIPMENT RENTAL	3.50
	TOTAL AMOUNT	3.50

AI-37850 **IT Department 13. C.**

CC REGULAR

Meeting Date: 04/02/2013

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Indigent Defense:
Authorization to continue wireless device service through the County's membership/participation with CONTRACT: DIR-SDD-1780 with awarded vendor SPRINT for the following:

Description:	Employee Name:	Service Plan:	MDN:	Requisition #:
Data Card	Office Use	Unlimited Air Card Access Plan @ $42.99 X 9/months (April-Dec.2013) = $386.91	956-207-7195	229600

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-412-00-009-003-0-532

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

BUDGETARY IMPACT:

Funds available as of 03/28/2013, refer to Req #00229600.

Attachments

Backup Docs.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Ivan Cantu	03/28/2013 07:04 AM
Sylvia Solis	Sylvia Solis	03/28/2013 07:58 AM
Purchasing Department	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Griselda Salazar Started On: 03/21/2013 02:45 PM

Final Approval Date: 03/28/2013

Requisition

Req # 00229600

PO #

Date: 01/16/13

Bill To: x
x

Vendor : 210501
SPRINT
P O BOX 660092
DALLAS TX 75266-0092

Ship To: Indigent Defense
100 N. Closner
Annex Bldg 1
Edinburg Tx 78539

Contact: **david sinder**
956-318-2372

Contract No: **DIR-SDD-1780**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SSD-1780 / CC 4/9/13 AI-37850		
		DO NOT DUPLICATE ORDER		
9.00	MONTH	service to one sprint data card #956-207-7195 at 42.99 per month	42.99	386.91
		Account No	Encumbrance	
		3-1100-412-00-009-003-0-532	386.91	
			Freight	.00
			Total	386.91
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☒ Office Use *or* ☐ Individual	☒ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID#: _____ Signature: _____

Department: Intelligent Defense Dept#: _____

Quantity: 1 956-207-7195

Service: $42.99 /mo (x) 9 months = 386.91 Account: 3110042000049003 D -532

Service: $_____ /mo (x) _____ months = _____ Account: _____ -619/664

Requisition Total: $386.91 Requisition Number: 00229600

STIPEND

(1) Employee: _____ Employee ID#: _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____ /mo (x) _____ months = _____ Account: _____ -532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
[signature]	Isidro Sepulveda, Jr.	3-6-13

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Unl. Air Card Access Card @ 42.99

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

Sprint Together with Nextel — CDMA Quotation - GPS Upgrade - Utility

Customer Information

Customer Name:	Hidalgo County Indigent Defense
Financial Contact Name:	David Sinder
Address:	100 N CLOSNER
City:	Edinburg
State:	TX
Zip:	78539
Financial Contact Phone:	(956) 318-2372
Email Address:	david.sinder@hidalgo.tx.us
Acct # (if applicable):	(63) 201-8816

Sales Representative Information

Name & Title:	Mike Salyers
Phone:	956-451-8549
Email Address:	michael.salyers@sprint.com

EFT/Contract Information

Financial Instution:	United Missouri Bank - 1008 Oak Street, Kansas City, MO 64106
ACH Coordinator:	Judy Sweeze - 816-860-3821
Routing Transit Number:	
Depositor Account Title:	Sprint PCS
Depositor Acccount Number:	9870994712
Remit To Address:	P.O. Box 219554, Kansas City, MO 64121
Vendor PO Address:	12524 Sunrise Valley Drive, Reston, VA 20196
Contract Vehicle & Number:	DIR-SDD-1780
Cage Code:	
DUNS #:	
Tax ID #	
Doing Business As:	Sprint

Quote Date: March 21 2013
Expiration Date: April 21 2013

Contract Vehicle DIR-SDD-1780
24 Month no ETF

Control # : 130321MLS
(YYMMDDConsecutive##Initials)

Equipment - One Time Charges (Billed By Telenav - See attached Invoice)

Qty.	Model	Suggested Retail Price	10% Discount	Additional Promo	Unit Item Price	Extended Item Price

Note: Hardware credit and promotions only apply per device with the purchase of an associated service plan. Customer responsible for any applicable installation charges.

One Time Charges & Promos (Credit on Sprint Invoice)

Qty.	Item Number - Description	Suggested Retail Price	Extended Price

Rate Plans (Sprint Billed)

Qty.	Rate Plan	MRC	24% Discount	MRC less Discount	Extended Monthly Price
1	Unlimited Air Card Access Plan	$42.99	*n/a	$42.99	$42.99

*Includes Applicable Discounts

Subtotal Monthly Recurring Charges	$42.99
TOTAL MONTHLY ESTIMATED RECURRING CHARGES	$42.99
Enter number of months in contract	12
Estimated total of contract (Sprint Billed Charges)	$515.88
Average Cost Per Unit/Month	$42.99

This is not a bill or an invoice.

This Quick Quote Estimation Tool is intended to provide approximate cost information about Sprint products and services. Additional taxes, fees and other charges may apply. Your first statement will include equipment charges and may include pro-rated service charges in addition to the upcoming months service charges. Offers are subject to change at any time. Other conditions may apply. Some services may be provided and billed through third parties. Pricing and promotions may have expiration dates, limited availability and term requirements.PLEASE NOTE THAT ANY PROMOTIONAL DISCOUNTS BASED ON A TERM COMMITMENT THAT APPLY TO THE PURCHASE OF SPRINT PCS DEVICES IS A FORWARD DISCOUNT. SHOULD YOUR AGENCY CANCEL AT ANY TIME (PRIOR TO THE END OF THE CONTRACT TERM) FOR CONVENIENCE, YOUR AGENCY WILL BE RESPONSIBLE TO PAY BACK THE FORWARD DISCOUNT ABOVE ON EACH SPRINT PCS DEVICE PURCHASED. See Terms & Conditions page, your Sprint Nextel representative or visit www.sprint.com for more information.

Sprint Proprietary Information

AI-37767 **Urban County 14. A.**

CC REGULAR

Meeting Date: 04/02/2013

Submitted For: Mary Flores **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Approval of a Proclamation declaring April 2013 Fair Housing Month, and authorizing County Judge and County Clerk to sign any and all documents relating to this agenda.

BACKGROUND

The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 has been in effect since April 11, 1968 and protects the rights of all Americans to access housing regardless of race, color, sex religion, national origin, family status or disability.

Attachments

Proclamation Fair Housing Month

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/19/2013 03:16 PM
Purchasing Department	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Mary Flores Started On: 03/19/2013 01:24 PM

Final Approval Date: 03/28/2013

URBAN COUNTY PROGRAM
HIDALGO COUNTY
PROCLAMATION

WHEREAS, the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, has been in effect since April 11, 1968, and has since been amended to include the Fair Housing Amendments Act of 1988; and,

WHEREAS, the U.S. Department of Housing and Urban Development continues to enforce the Fair Housing Act, to ensure that every American retains the fundamental right to chose where he or she lives, raise a family or owns a home; and,

WHEREAS, the Fair Housing Act protects the rights of all Americans to access housing regardless of race, color, sex, religion, national origin, family status or disability; and,

NOW, THEREFORE WE, by virtue of the authority vested in us as the Commissioners' Court of the County of Hidalgo, Texas, do hereby proclaim the month of April 2013, as

"FAIR HOUSING MONTH"

throughout Hidalgo County, and encourage all citizens to join us in recognizing the Fair Housing Act and the important role it plays in our communities.

In WITNESS Whereof, we have hereunto set our hands this 2rd day of April 2013

Ramon Garcia, Judge, Hidalgo County

A.C. Cuellar, Commissioner, Pct. # 1

Hector "Tito" Palacios, Commissioner, Pct. # 2

Joe M. Flores, Commissioner, Pct. # 3

Joseph Palacios, Commissioner, Pct. # 4

AI-37766 **Urban County 14. B.**

CC REGULAR

Meeting Date: 04/02/2013

Submitted For: Mary Flores **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Presentation and approval of a Proclamation declaring April 1st through April 8th , 2013, as CDBG week.

BACKGROUND

The U.S. Department of HUD is commemorating its 39 years of serving America's cities and urban counties through its CDBG Program.

Attachments

Proclamation CDBG Week

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/19/2013 03:16 PM
Purchasing Department	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Mary Flores Started On: 03/19/2013 01:08 PM

Final Approval Date: 03/28/2013

URBAN COUNTY PROGRAM
HIDALGO COUNTY
PROCLAMATION

WHEREAS, the Community Development Block Grant (CDBG) Program has operated since 1975 to provide local governments with the resources required to meet the needs of persons of low- and moderate income, and CDBG funds are used by thousands of neighborhood-based, non-profit organizations throughout the nation to address pressing neighborhood and human service needs; and,

WHEREAS, the CDBG program has had a significant impact on our local economy through job creation and retention, physical redevelopment of streets and drainage, water and sewer, infrastructure and housing rehabilitation and improved local tax bases; and,

WHEREAS, Hidalgo County, through its Urban County Program, has clearly demonstrated the capacity to administer and modify the CDBG program, as necessary, to identify, prioritize and resolve pressing local and physical redevelopment; and,

NOW, THEREFORE WE, by virtue of the authority vested in us as the Commissioners' Court of the County of Hidalgo, Texas, do hereby proclaim the week of April 1st through April 7th 2013 as

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) WEEK

Throughout the Cities of Hidalgo County, Texas, and encourage all citizens to join us in recognizing the CDBG program and the important role it plays in our community.

In Witness Whereof, we have hereunto set our hands this the 2nd of April, 2013.

_____

Ramon Garcia, Hidalgo County Judge

_____

A. C. Cuellar Commissioner, Pct. # 1

_____

Hector "Tito" Palacios, Commissioner, Pct. # 2

_____

Joe M. Flores, Commissioner, Pct. # 3

_____

Joseph Palacios, Commissioner, Pct. # 4

AI-37759 **Urban County 14. C.**

CC REGULAR

Meeting Date: 04/02/2013

Submitted For: Steve de la Garza **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Request Approval to reallocate FY 2011 HOME funds in the amount of $65,000 from the Community Housing Development Organization (CHDO) Program to the Owner Occupied Rehabilitation Program

2. Request approval to reallocate FY 2011 HOME funds in the amount of $25,000 from the Community Housing Development Organization (CHDO) Program to the Home Buyer Assistance Program

BACKGROUND

The Urban County Program HOME allocation for FY 2011 is $2,621,620. These funds have been distributed as shown in the table below under the column "Current Allocation". In order to undertake CHDO activities, two local non-profits received a part of these funds and a third non-profit was set to be awarded as well, however due to unforeseen circumstances the project fell through, as a result the UCP is reallocating these funds.

Currently, the Owner Occupied Rehabilitation Program has a wait list of approximately 400 families and the list continues to grow. In an effort to utilize program funds in a timely manner, the UCP requests approval to re-allocate $65,000 from the FY 2011 CHDO line item into the FY 2011 Owner Occupied Rehabilitation Program.

Additionally, the Home Buyer Assistance Program continues to receive applications for assistance from families purchasing new homes within the County and currently has a balance of only $31,483 under the FY 2012 funding balance. All FY 2011 funds have been expended. As such, the UCP requests approval to re-allocate $25,000 from the FY 2011 CHDO line item into the FY 2011 Home Buyer Assistance Program.

	Fiscal Year 2011	
HOME Programs	**Current Allocation**	**Proposed Allocation**
Home Buyer Assistance	$100,000	$125,000
Rehabilitation	$909,458	$974,458
CHDO	$1,350,000	$1,260,000
Administration	$262,162	$262,162
Total	$2,621,620	$2,621,620

Attachments

Grant Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/19/2013 12:41 PM
Purchasing Department	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Mary Flores Started On: 03/19/2013 09:44 AM

Final Approval Date: 03/28/2013

Grant Agreement

Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act, 42 USC 11371 et seq.

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Emergency Shelter Grants/
Emergency Solutions Grants Program

Grant Number: E-11-UC-48-0501

1. Name of Grantee (as shown in item 5 of Standard Form 424) County of Hidalgo	2. Grantee's 9-digit Tax ID Number 746000717
3. Grantee's DUNS Number: 103110834	
4. Grantee's Complete Address (as shown in item 5 of Standard Form 424) County of Hidalgo 1916 Tesoro Boulevard Pharr, Texas 78577	

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.). The Grantee's submissions under 24 CFR Part 91 that pertain to this Grant, the HUD regulations at 24 CFR Part 576 (as now in effect and as may be amended from time to time), and any special conditions attached to this Grant Agreement constitute part of this Grant Agreement. Subject to the provisions of this Grant Agreement, HUD will make the Grant available to the Grantee upon execution of the Grant Agreement by the Grantee and HUD. The Grant may be used to pay costs incurred after the date specified in item 8 below, provided the activities to which the costs are related are carried out in compliance with all applicable requirements. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as required under the HUD regulations at 24 CFR Part 576. The grantee agrees to follow the HUD standards for participation, data, and reporting under a local Homeless Management Information System. The Grantee shall also comply with the Office of Management and Budget requirements for Universal Identifier and Central Contractor Registration and Reporting Subaward and Executive Compensation Information at 2 CFR Part 25, Appendix A to Part 25—Award Term, and 2 CFR Part 170, Appendix A to Part 170—Award Term.

5. Special Conditions (check one): X None ☐ Attached

6a. Date HUD Received Grantee's Annual Submission under 24 CFR Part 91 (mm/dd/yyyy) 05/13/2011	6b. Date Grantee Notified: (mm/dd/yyyy) JUN 29 2011
7. Date of Start of Grantee's Program Year (mm/dd/yyyy) 07/01/2011	8. Date Use of Funds May Begin (the later of the date in 6a and the date in 7) (mm/dd/yyyy) JUL 01 2011

9. Funding Approval (check one): X Original ☐ Amendment

10. Amount of Emergency Shelter Grant/Emergency Solutions Grant:	$370,298
10a. Funds Reserved for this Grantee	$
10b. Funds Now Being Approved	$370,298
10c. Reservation to be Cancelled (10a minus 10b)	$

11. Name and Complete Address of Department Designated to Administer the Grant
Urban County Program
County of Hidalgo
1916 Tesoro Boulevard
Pharr, Texas 78577

11a. Name of Authorized Official Diana R. Serna		
11b. Title Director, Urban County Program	11c. Signature	11d. Date (mm/dd/yyyy)
11e. Phone Number 956-7878127	11f. Fax Number 956-787-5291	11g. E-mail Address diana.serna@ucp.co.hidalgo.tx.us

12. U.S. Department of Housing and Urban Development	13. Grantee Name County of Hidalgo Texas
12a. Name of Authorized Official Elva F. Garcia	13a. Name of Authorized Official Ramon Garcia
12b. Title Director, Community Planning and Development	13b. Title Hidalgo County Judge
12c. Signature	13c. Signature
12d. Date (mm/dd/yyyy) JUN 29 2011	13d. Date (mm/dd/yyyy)

Funding Approval and HOME Investment Partnerships Agreement

Title II of the National Affordable Housing Act

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB Approval No. 2506-0171
(Exp. 12/31/2012)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owners or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and expenditure deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain project-specific data elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

1. Participant Name and Address County of Hidalgo, 1916 Tesoro Boulevard, Pharr, Texas, 78577	2. Participant Number M-11-UC-48-0501	
	3. Tax Identification Number 746000717	4. DUNS Number 103110834
	4. Appropriation Number 0205	5. FY (yyyy) 2011

6. Previous Obligation (Enter "0" for initial FY allocation)		$0.00
a. Formula Funds	$	
b. Community Housing Development Org. (CHDO) Competitive	$	
7. Current Transaction (+ or -)		$2,621,620.00
a. Formula Funds	$	
1. CHDO (For deobligations only)	$	
2. Non- CHDO (For deobligations only)	$	
b. CHDO Competitive Reallocation or Deobligation (see #18 below)	$	
8. Revised Obligation		$
a. Formula Funds	$	
b. CHDO Competitive Reallocation	$	

9. Special Conditions (check applicable box) X Not applicable ☐ Attached	10. Date of Obligation (Congressional Release Date) (mm/dd/yyyy) JUN 29 2011

This Agreement between the Department of Housing and Urban Development (HUD) and the Participating Jurisdiction/Entity is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Jurisdiction's /Entity's approved Consolidated Plan submission/Application and the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Participating Jurisdiction's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the Financial Assistance Use of Universal Identifier and Central Contractor Registration, 75 Fed. Reg. 55671 (Sept. 14, 2010) (to be codified at 2 CFR part 25) and Appendix A to Part 170 of the Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Fed. Reg. 55663 (Sept. 14, 2010) (to be codified at 2 CFR part 170).

11. For the U.S. Department of HUD (Name and Title of Authorized Official) Elva F. Garcia, Director, Community Planning and Development	12. Signature	13. Date JUN 29 2011
14. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official) Ramon Garcia, Hidalgo County Judge	15. Signature	16. Date / /

17. Check one: X Initial Agreement ☐ Amendment #

18. Funding Information: *HOME*

Source of Funds	Appropriation Code	PAS Code	Amount
2011(M)	861/30205	HMC	$2,621,620
			$
			$

AI-37769 **Urban County 14. D.**

CC REGULAR

Meeting Date: 04/02/2013

Submitted For: Steve de la Garza **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval to submit a Performance Statement & Budget Amendment #1 to the Hidalgo County Colonia Self-Help Center Contract Grant #712013 under the Texas Department of Housing and Community Affairs (TDHCA), Office of Colonia Initiative (OCT) – Colonia Self-Help Center (SHC).

BACKGROUND

A Contract Performance Statement and Budget Amendment is necessary due to the amount of empty lots located within the five (5) targeted colonias to assist with this grant. Additionally, since the execution of the contract date on July 26, 2012, the anticipated service provider, Proyecto Azteca, is expected to receive over four hundred thousand ($400,000) to leverage with this grant. The funds shall be used for purchasing lots, construction hard costs and in-kind construction labor. The in-kind labor is not part of the leveraged $400,000.

The Performance Statement and Budget Amendment will reallocate funding within categories and will not affect the total number of beneficiaries. The proposed changes are as follows:

Activity Name	Contract Amount	Contract Beneficiaries	Proposed Amount	Proposed Beneficiaries
Public Services	12,540	300	10,800	300
Rehabilitation	109,260	27	80,000	32
Small Repair	151,200	126	97,200	108
Administration	100,000		100,000	
Reconstruction	387,000	27	212,000	16
New Construction	240,000	18	500,000	42
	1,000,000	**498**	**1,000,000**	**498**

Attachments

Backup for agenda contract Exhibits

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/19/2013 03:17 PM
Purchasing Department	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Mary Flores Started On: 03/19/2013 01:43 PM

Final Approval Date: 03/28/2013

EXHIBIT A

PERFORMANCE STATEMENT
HIDALGO COUNTY
COLONIA SELF-HELP CENTER

Contractor shall carry out the following activities in the Hidalgo County Colonia Self-Help Center (SHC) service area colonias of El Charro Subdivision # 2, Colonia Lucero Del Norte, Country View Estates, Indian Hills Subdivision (I - East of FM 491), and Indian Hill Subdivision (II - West side of FM 491) as identified in its 2012 Colonia SHC Program Proposal. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. The Contractor shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in Exhibit B, Budget.

7. Public Services

Tool Library Program **$10,800.00**

Contractor shall utilize ten thousand eight hundred dollars and no cents ($10,800.00) to operate one (1) tool library and maintain and purchase tools as necessary to provide tools for home construction and improvement for the benefit of property owners in colonias who are building or repairing a residence or installing necessary residential infrastructure. The tool library will provide a minimum of three hundred (300) new tool checkouts and all resources will be prioritized for the residents of the Hidalgo County Colonia SHC service area. A resident will be counted once unless he/she checks out a different tool, then they will be counted again.

Total Tool Library: 1

9a. Residential Rehabilitation

Colonia Housing Rehabilitation **$80,000.00**

Contractor shall conduct eight (8) residential rehabilitations of housing units for residents of the Hidalgo County Colonia SHC service area at an average cost of ten thousand dollars and no cents ($10,000.00) that will bring the rehabilitated homes up to, at a minimum, Colonia Housing Standards. These activities shall benefit thirty two (32) persons, of which thirty two (32) or one hundred percent (100%) are of low to moderate income.

Note: Estimated number of household members per family is 4

Colonia Self-Help Home Repair **$97,200.00**

Contractor shall assist twenty seven (27) residences within the Hidalgo County Colonia SHC service area with minor self-help methodology home repairs at an average cost of three thousand six hundred dollars and no cents ($3,600.00) that will bring the repaired section of the home up to, at a minimum, Colonia Housing Standards. These activities shall benefit one hundred and eight (108) persons, of which one hundred and eight (108) or one hundred percent (100%) are of low to moderate income.

Note: Estimated number of household members per family is 4

13. Administration, Planning and Management **$100,000.00**

Contractor shall ensure the amount of funds expended for all eligible project-related administration activities that are intended to be charged to the contract, including the required annual program compliance and fiscal audit costs, do not exceed the amount specified for administration in Exhibit B, Budget.

15b. Not Feasible for Rehabilitation (Reconstruction) **$212,000.00**

Contractor shall conduct four (4) reconstructions of housing units through self-help methodologies for residents of the Hidalgo County Colonia SHC service area at an average cost of fifty-three thousand dollars and no cents ($53,000.00) that will bring the reconstructed homes up to, at a minimum, Housing Quality Standards. These activities shall benefit sixteen (16) persons, of which sixteen (16) or one hundred percent (100%) are of low to moderate income.

Note: Estimated number of household members per family is 4

15c. Other 105 (a) (15) **$500,000.00**

Contractor shall conduct ten (10) new constructions of housing units through self-help methodologies for residents of the Hidalgo County Colonia SHC service area at an average cost of fifty thousand dollars and no cents ($50,000.00). Upon completion, the homes will meet Housing Quality Standards. These activities shall benefit forty two (42) persons, of which forty two (42) or one hundred percent (100%) are of low to moderate income.

Note: Estimated number of household members per family is 4.2

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

COLONIA SELF-HELP CENTER PROGRAM

CONTRACT NO. 712013

HIDALGO COUNTY

RECEIVED
DEC 06 2012
COUNTY JUDGE
Received
DEC 6 2012
Urban County Program
By

STATE OF TEXAS]

COUNTY OF TRAVIS]

SECTION 1 PARTIES TO CONTRACT

This contract and agreement is made and entered into by and between the Texas Department of Housing and Community Affairs, an agency of the State of Texas, referred to as the "TDHCA", and Hidalgo County, referred to as the "Contractor". The parties have severally and collectively agreed and by the execution are bound to the mutual obligations and to the performance and accomplishment of the described tasks.

SECTION 2. CONTRACT PERIOD

This contract and agreement shall commence on July 26, 2012, and shall terminate on July 26, 2016, unless otherwise specifically provided by the terms of this contract.

SECTION 3. CONTRACTOR PERFORMANCE

The Contractor shall conduct, in a satisfactory manner as determined by TDHCA, a community development program, referred to as CDBG, in a non-entitlement area under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. Sec. 5301 et seq.), referred to as the Act. The Contractor shall perform all activities in accordance with the terms of the Performance Statement, referred to as Exhibit A; the Budget, referred to as Exhibit B; the Project Implementation Schedule, referred to as Exhibit C; the Applicable Laws and Regulations, referred to as Exhibit D; the Certifications, referred to as Exhibit E; the assurances, certifications, and all other statements made by the Contractor in its application for the project funded under this contract; and with all other terms, provisions, and requirements set forth in this contract. The Contractor shall ensure that the persons to benefit from the activities described in Exhibit A, Performance Statement, of this contract are receiving the service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled and before submitting the Project Completion Report to TDHCA. If the persons to benefit from the activities described in Exhibit A are not receiving the service or a benefit, the Contractor is liable to repay to TDHCA any associated disallowed costs.

SECTION 4. TDHCA OBLIGATIONS

A. Measure of Liability

In consideration of full and satisfactory performance of the activities referred to in Section 3 of this contract, TDHCA shall be liable for actual and reasonable costs incurred by the Contractor

during the contract period for performances rendered under this contract by the Contractor, subject to the limitations set forth in this Section 4.

1. It is expressly understood and agreed by the parties that TDHCA's obligations under this Section 4 are contingent upon the actual receipt of adequate state or federal funds to meet TDHCA's liabilities under this contract. If adequate funds are not available to make payments under this contract, TDHCA shall notify the Contractor in writing within a reasonable time after such fact is determined. TDHCA shall terminate this contract and will not be liable for failure to make payments to the Contractor under this contract.

2. TDHCA shall not be liable to the Contractor for any costs incurred by the Contractor, or any portion thereof, which has been paid to the Contractor or is subject to payment to the Contractor, or has been reimbursed to the Contractor or is subject to reimbursement to the Contractor by any source other than TDHCA or the Contractor.

3. TDHCA shall not be liable to the Contractor for any costs incurred by the Contractor which are not allowable costs, as set forth in Section 6 (A) of this contract.

4. TDHCA shall not be liable to the Contractor for any costs incurred by the Contractor or for any performances rendered by the Contractor which are not strictly in accordance with the terms of this contract, including the terms of Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E of this contract.

5. TDHCA shall not be liable to the Contractor for any costs incurred by the Contractor in the performance of this contract which have not been billed to TDHCA by the Contractor within sixty (60) days following termination of this contract unless otherwise provided for in the Certificate of Expenditures referred to in Section 8 (C) of this contract.

6. TDHCA shall not be liable for costs incurred or performances rendered by the Contractor before commencement of this contract or after termination of this contract, unless the Contractor receives written approval from TDHCA and they are specifically identified in Exhibit A, Performance Statement and Exhibit B, Budget, of this contract.

7. TDHCA shall not be liable for costs incurred and reserved on the Certificate of Expenditures if such costs are not billed to TDHCA within ninety (90) days after the contract's termination date. An exception will be made for the reserved funds for the final 5% administrative drawdown for programmatic closure. Audit funds reserved on the Certificate of Expenditures eligible for reimbursement under the provisions of Section 19 of this contract shall be billed to TDHCA within twelve months after the end of the Contractor's fiscal year that follows the termination date of this contract. TDHCA shall deobligate all reserved funds not requested under this subsection.

B. Excess Payments

The Contractor shall refund to TDHCA any sum of money which has been paid to the Contractor by TDHCA, which TDHCA determines has resulted in overpayment to the Contractor, or which TDHCA determines has not been spent by the Contractor strictly in accordance with the terms of this contract. Such refund shall be made by the Contractor to TDHCA within thirty (30) working days after such refund is requested by TDHCA.

C. Limit of Liability

Notwithstanding any other provision of this contract, the total of all payments and other obligations incurred by TDHCA under this contract shall not exceed the sum one million dollars ($1,000,000).

SECTION 5. METHOD OF PAYMENT

A. The Contractor shall submit to TDHCA at its offices in Travis County, Texas, a properly completed Request for Payment form and State of Texas Purchase Voucher, as specified by TDHCA, as often as actually needed, but at least on a quarterly basis. TDHCA shall determine the reasonableness of each amount requested and shall not make disbursement of any such payment until TDHCA has reviewed and approved such Request.

B. The Contractor's requests for the advance of funds, if advances have been preapproved by TDHCA, shall be limited to the minimum amounts needed for effective operation of programs under this contract, and shall be timed as closely as possible to be in accord with actual cash requirements. The Contractor shall establish procedures to minimize the time elapsing between the transfer of funds from TDHCA to the Contractor and shall ensure that such funds are disbursed as soon as administratively possible.

C. Notwithstanding the provisions of Section 5 (A) of this contract, it is expressly understood and agreed by the parties that payments under this contract are contingent upon the Contractor's full and satisfactory performance of its obligations under this contract.

D. It is expressly understood and agreed by the parties that any right or remedy provided for in this Section 5 or in any other provision of this contract shall not preclude the exercise of any other right or remedy under this contract or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

SECTION 6. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND PROGRAM RULES

A. Except as specifically modified by law or the provisions of this contract, the Contractor shall comply with the Colonia Self-Help Center Program Rules, the Regulations in Exhibit D and, for matters not addressed therein, with 24 C.F.R. Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" (referred to as the "Common Rule") as modified by the rules promulgated by the Office of the Governor under the Uniform Grant and Contract Management Act (Texas Government Code Chapter 783; referred to as "UGCMS."), in performing this contract. The allowability of costs incurred for performances rendered shall be determined in accordance with Office of Management and Budget (OMB) Circular A-87, as supplemented by UGCMS and this contract.

B. The Contractor shall comply with the Colonia Self-Help Center Program Rules set forth in Title 10, Part 1, Chapter 25 of the Texas Administrative Code.

SECTION 7. RETENTION AND ACCESSIBILITY OF RECORDS

A. The Contractor shall maintain fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87, 24 C.F.R. Section 570.490 of the Regulations in Exhibit D, and this contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this contract. The Contractor shall retain such records, and any supporting documentation, for the greater of three years from closeout of this contract or the period required by other applicable laws and regulations as described in the Regulations in Exhibit D.

B. The Contractor shall give the United States Department of Housing and Urban Development, the Inspector General, the General Accounting Office, the Auditor of the State of Texas, and TDHCA, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by the Contractor pertaining to this contract. Such rights to access shall continue as long as the records are retained by the Contractor. The Contractor 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.

C. The Contractor shall include the substance of this Section 7 in all subcontracts.

SECTION 8. REPORTING REQUIREMENTS

A. The Contractor shall submit to TDHCA such reports on the operation and performance of this contract as may be required by TDHCA including but not limited to the reports specified in this Section 8.

B. The Contractor shall submit to TDHCA no later than the tenth (10th) day of the month after the end of each calendar quarter of the contract period specified in Section 2, a Quarterly Progress Report of the progress of all construction and nonconstruction activities by budget categories performed pursuant to Exhibit A, Performance Statement, and of the expenditures and obligations of funds by budget category made pursuant to Exhibit B, Budget, of this contract. The Quarterly Progress Report shall be in a format prescribed by TDHCA and shall include all such activities, expenditures, and obligations made or performed under this contract during the previous quarter.

C. The Contractor shall submit a Certificate of Expenditures to TDHCA no later than sixty (60) days after the contract termination date or at the conclusion of all contract activities as determined by TDHCA. The Certificate of Expenditures shall be in a format prescribed by TDHCA and shall be accompanied by a final Project Completion Report of all activities performed under this contract.

D. In addition to the limitations on liability otherwise specified in this contract, it is expressly understood and agreed by the parties that if the Contractor fails to submit to TDHCA in a timely and satisfactory manner any report required by this contract, TDHCA may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by the Contractor. If TDHCA withholds such payments, it shall notify the Contractor in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by TDHCA until such time as the delinquent obligations for which funds are withheld are fulfilled by the Contractor.

E. The Contractor is required to immediately report to TDHCA any incident of criminal misapplication of Texas Community Development Block Grant (TxCDBG) funds associated with this contract.

SECTION 9. MONITORING

TDHCA or its designee reserves the right to perform periodic on-site monitoring of the Contractor's compliance with the terms and conditions of this contract, and of the adequacy and timeliness of the Contractor's performances under this contract. After each monitoring visit, TDHCA or its designee shall provide the Contractor with a written report of the monitor's findings. If the monitoring reports note deficiencies in the Contractor's performances under the terms of this contract, the monitoring report shall include requirements for the timely correction of such deficiencies by the Contractor. Failure by the Contractor to take action specified in the monitoring report may be cause for suspension or termination of this contract, as provided in Sections 17 and 18 of this contract.

SECTION 10. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by the parties that TDHCA is contracting with the Contractor as an Independent Contractor, and that the Contractor, as such, agrees to the extent allowed by law to hold TDHCA harmless and to indemnify TDHCA from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by the Contractor under this contract.

SECTION 11. SUBCONTRACTS

A. Except for subcontracts to which the federal labor standards requirements apply, the Contractor may subcontract for performances described in this contract without obtaining TDHCA's prior written approval. The Contractor shall only subcontract for performances described in this contract to which the federal labor standards requirements apply after the Contractor has submitted a Subcontractor Eligibility form, as specified by TDHCA, for each such proposed subcontract, and the Contractor has obtained TDHCA's prior written approval, based on the information submitted, of the Contractor's intent to enter into such proposed subcontract. The Contractor, in subcontracting for any performances described in this contract, expressly understands that in entering into such subcontracts, TDHCA is in no way liable to the Contractor's subcontractor(s).

B. In no event shall any provision of this Section 11, specifically the requirement that the Contractor obtain TDHCA's prior written approval of a subcontractor's eligibility, be construed as relieving the Contractor of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this contract, as if such performances rendered were rendered by the Contractor. TDHCA's approval under Section 11 does not constitute adoption, ratification, or acceptance of the Contractor's or subcontractor's performance. TDHCA maintains the right to insist upon the Contractor's full compliance with the terms of this contract, and by the act of approval under Section 11, TDHCA does not waive any right of action which may exist or which may subsequently accrue to TDHCA under this contract.

C. The Contractor shall comply with 24 CFR Section 85.36, this contract and all applicable federal, state and local laws, regulations, and ordinances for making procurements under this contract.

D. The Contractor shall comply with federal labor standards requirements as applicable.

SECTION 12. CONFLICT OF INTEREST

A. The Contractor shall ensure that no employee, officer, or agent of the Contractor shall participate in the selection, or in the award or administration of a subcontract supported by funds provided if a conflict of interest, real or apparent, would be involved. Such conflict of interest would arise when: 1) The employee, officer, or agent; 2) any member of his or her immediate family; 3) his or her partner; or, 4) any organization which employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform the subcontract. The Contractor shall comply with Chapter 171, Texas Local Government Code and 24 C.F.R. 570.489(h) of the federal regulations.

B. In all cases not governed by Subsection (A) of this Section, no persons specified in subsection (C) of this Section who exercise or have exercised any functions or responsibilities with respect to the activities assisted under this contract or any other CDBG contract or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

C. The conflict of interest provisions of Subsection (B) apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Contractor or of a subcontractor of the Contractor.

D. The Contractor shall include the substance of this section in all subcontracts.

SECTION 13. NONDISCRIMINATION, RELIGIOUS ACTIVITY, AND FAITH-BASED ORGANIZATIONS

A. The Contractor shall ensure that no person shall on the ground of race, color, national origin, religion, sex, age, or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or be denied access to any program or activity funded in whole or in part with funds made available under this contract.

B. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in this program and activities funded under this contract. The Contractor receiving funds under this contract shall not discriminate against an organization on the basis of the organizations' religious character or affiliation. None of the performances rendered by the Contractor under this contract shall involve, nor shall any portion of the funds received by the Contractor under this contract, be used to engage in inherently religious activities. Funds made available under this contract may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Funds made available under this contract may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities. Where a structure is used for both eligible and

inherently religious activities, funds made available under this contract may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to funds provided under this contract. The Contractor shall comply with the regulations promulgated by the U.S. Department of Housing and Urban Development on faith-based activities at 24 C.F.R. Sec. 570.200(j).

SECTION 14. LEGAL AUTHORITY

A. The Contractor assures and guarantees that the Contractor possesses the legal authority to enter into this contract, receive funds authorized by this contract, and to perform the services the Contractor has obligated itself to perform.

B. The person or persons signing and executing this contract on behalf of the Contractor, or representing themselves as signing and executing this contract on behalf of the Contractor, do hereby warrant and guarantee that he, she or they have been duly authorized by the Contractor to execute this contract on behalf of the Contractor and to validly and legally bind the Contractor to all terms, performances, and provisions set forth.

C. TDHCA shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either the Contractor or the person signing this contract to enter into this contract or to render performances. The Contractor is liable to TDHCA for any money it has received from TDHCA for performance of the provisions of this contract, if TDHCA has suspended or terminated this contract for reasons enumerated in this Section 14.

SECTION 15. LITIGATION AND CLAIMS

The Contractor shall give TDHCA immediate notice in writing of 1) any action, including any proceeding before an administrative agency, filed against the Contractor arising out the performance of any subcontract; and 2) any claim against the Contractor, the cost and expense of which the Contractor may be entitled to be reimbursed by TDHCA. Except as otherwise directed by TDHCA, the Contractor shall furnish immediately to TDHCA copies of all pertinent papers received by the Contractor with respect to such action or claim.

SECTION 16. CHANGES AND AMENDMENTS

A. Except as specifically provided otherwise in this contract, any alterations, additions, or deletions to the terms of this contract shall be by amendment in writing and executed by both parties to this contract.

B. It is understood and agreed by the parties that performances under this contract must be rendered in accordance with the Act, the Regulations of TDHCA, assurances and certifications made to TDHCA by the Contractor, and the assurances and certifications made to the United States Department of Housing and Urban Development by the State of Texas with regard to the operation of the TxCDBG Program. Based on these considerations, and in order to ensure the legal and effective performance of this contract by both parties, it is agreed by the parties that the performances under this contract are amended by the provisions of the TxCDBG Project Implementation Manual and Colonia Self-Help Center Rules and any amendments thereto and may further be amended in the following manner: TDHCA may from time to time during the period of performance of this contract issue policy directives which serve to establish, interpret, or clarify performance requirements under this contract. Such policy directives shall be

promulgated by the Executive Director of TDHCA in the form of TDHCA policy, shall have the effect of qualifying the terms of this contract and shall be binding upon the Contractor, as if written herein, provided however that the policy directives and any amendments to the TxCDBG Project Implementation Manual or Colonia Self-Help Center Rules shall not alter the terms of this contract so as to release TDHCA of any obligation specified in Section 4 of this contract to reimburse costs incurred by the Contractor prior to the effective date of the amendments or policy directives.

C. Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal or State law or regulations are automatically incorporated into this contract without written amendment, and shall become effective on the date designated by such law or regulation.

D. Notwithstanding Subsection A of this Section 16, the Contractor may make transfers of funds between or among budget categories of Exhibit B, Budget, without requiring an amendment to this contract, or otherwise requiring TDHCA's prior written approval provided that:

1. The cumulative dollar amount of all transfers among direct budget categories is equal to or less than ten percent (10%) of the total amount of this contract as specified in Section 4 (C);

2. The transfer will not change the scope or objective of the projects funded under this contract or violate the regulations as specified in Section 6 (A); and

3. The Contractor submits a budget revision report to TDHCA, on a form specified by TDHCA, simultaneously with the submission of the Contractor's first request for payment following any such transfers made in accordance with this Subsection D.

SECTION 17. SUSPENSION

Notwithstanding the provisions of Texas Government Code Chapter 2251, in the event the Contractor fails to comply with any term of this contract, TDHCA may, upon written notification to the Contractor, suspend this contract in whole or in part and withhold further payments to the Contractor, and prohibit the Contractor from incurring additional obligations of funds under this contract.

SECTION 18. TERMINATION

A. TDHCA shall have the right to terminate this contract, in whole or in part, at any time before the date of completion specified in Section 2 of this contract whenever TDHCA determines that the Contractor has failed to comply with any term of this contract. TDHCA shall notify the Contractor in writing prior to the thirtieth (30th) day preceding the date of termination of such determination; the reasons for such termination; the effective date of such termination; and in the case of partial termination, the portion of the contract to be terminated.

B. Either of the parties to this contract shall have the right to terminate this contract, in whole or in part, when both parties agree that the continuation of the activities funded under this contract would not produce beneficial results commensurate with the further expenditure of funds; provided that both parties agree, in writing, upon the termination conditions, including the

effective date of such termination; and in the case of partial termination, the portion of the contract to be terminated.

C. Upon termination or receipt of notice to terminate, whichever occurs first, the Contractor shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts related to the performance of this contract or the part of this contract to be terminated, and shall cease to incur costs thereunder. TDHCA shall not be liable to the Contractor or to the Contractor's creditors for costs incurred after termination of this contract.

D. Notwithstanding any exercise by TDHCA of its right of suspension under Section 17 of this contract, or of early termination pursuant to this Section 18, the Contractor shall not be relieved of any liability to TDHCA for damages due to TDHCA by virtue of any breach of this contract by the Contractor. TDHCA may withhold payments to the Contractor until such time as the exact amount of damages due to TDHCA from the Contractor is agreed upon or is otherwise determined.

SECTION 19. AUDIT

A. The Contractor shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this contract, subject to the following conditions and limitations:

1. (a) Audit Required-Federal Awards. Contractors expending $500,000 or more in Federal financial assistance for any fiscal year, beginning with fiscal years ending January 31, 2004 and after, shall have a single audit conducted in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501, and OMB Circular No. A-133 - Revised as of June 27, 2003, "Audits of States, Local Governments, and Non-Profit Organizations." Alternatively, Office may require a program specific audit for certain situations and when the Single Audit Act does not apply. For purposes of this Section 19, "Federal financial assistance" means assistance that non- Federal entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance, but does not include amounts received as reimbursement for services rendered to individuals as described in OMB Circular A-133. The term includes awards of Federal financial assistance received directly from Federal agencies, or indirectly through other units of State and local government.

(b) Audit Required-State Awards. Contractors that expended $500,000 or more in State Awards for any fiscal year, beginning with fiscal years ending January 31, 2004 and after, shall have a single or program specific audit conducted for that year in accordance with provisions of the State of Texas Single Audit Circular and the Uniform Grant Management Standards (UGMS). For purposes of this Section 19, "State Award" means an award of state financial assistance, including cooperative agreements, in the form of money, property in lieu of money, or other financial assistance paid or furnished by the state or federal government to an eligible grantee to carry out a program in accordance with rules, regulations and guidance provided by the grantor agency. The term does not include technical assistance which provides services instead of money or other assistance in the form of revenue sharing, loans, loan guarantees, interest subsidies, insurance, or direct appropriations. Also, the term does not include assistance such as fellowship or lump sum award, for which the grantee is not required to account. State awards also do not include federal awards as defined by OMB Circular A-133.

2. Notwithstanding Section 4, the Contractor shall utilize funds budgeted under this contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by TDHCA under this contract, provided however that TDHCA shall not make payment for the cost of such audit services until TDHCA has received a satisfactory audit report and invoice, as determined by TDHCA, from the Contractor; the invoice submitted for reimbursement should clearly show the percentage of cost relative to the total single audit cost of the audit services.

3. The Contractor shall submit one (1) copy of the report of such audit to TDHCA or TDHCA's designee within thirty (30) days after the completion of the audit, but no later than nine (9) months after the end of the Contractor's audit period. The Contractor shall ensure that the audit report is made available for public inspection within thirty (30) days after completion of the audit. Audits performed under Subsection A of this Section 19 are subject to review and resolution by TDHCA or its authorized representative. The Contractor shall ensure the Audit Report submitted include either in the report or as part of the cover letter, auditor and contractor contact information, including contact person, mailing address, telephone, fax number and e-mail address. The Contractor shall ensure the Audit Report submitted also includes the submission of the CPA Management Letter if a Management Letter was issued to the Contractor by it's CPA firm. Failure by the Contractor to submit a completed single audit package as described in the audit requirements by the required due date could affect funding for all existing contracts, eligibility to apply under the TxCDBG Program, and the issuance of new contracts for funding awards.

4. Notwithstanding the requirements after paragraphs "A-1 through 3" of this Section 19, the Contractor shall submit within 60 days after its fiscal year end an Audit Certification Form (ACF) or a similar statement. The ACF or statement will include information indicating if the Contractor has or has not met the $500,000 expenditure threshold that will require a Single Audit Report in accordance with the Uniform Grant Management Standards, Subpart C-Post Award Requirements. Failure by the Contractor to submit an ACF or a similar statement or failure to submit a completed single audit package as described in the audit requirements by the required due date could affect funding for all existing contracts, eligibility to apply under the TxCDBG Program, and the issuance of new contracts for funding awards.

5. Pursuant to the Title 1 Texas Administrative Code §5.167(c), "Chapter 2105, Texas Government Code, requires that all subrecipients of federal block grants be included under the provisions of the Uniform Grant and Contract Management Standards." The Uniform Grant and Contract Management Standards (UGMS) requires "Recipients who are required to have a single audit and receive state or federal awards for more than one state agency shall have a state single audit coordinating agency. The governor's office shall designate a state single audit coordinating agency based upon the state awarding agency that provides the predominant amount of direct funding to a recipient and other factors, as appropriate, to ensure equitable and manageable workloads." Further, it is the Contractor's responsibility to make this request to the governor's office pursuant to the Texas Administrative Code §5.167(c)(2), "To have a state single audit coordinating agency designated a recipient must submit a written request to the Governor's Budget and Planning Office, P.O. Box 12428, Austin, Texas 78711. This request must list the state agencies providing financial assistance with the grant amounts for the year to be audited and indicate that the governing body has authorized the initiation of the single audit."

B. Notwithstanding Subsection A of this Section 19, TDHCA reserves the right to conduct an annual financial and compliance review of funds received and performances rendered under

this contract. The Contractor agrees to permit TDHCA or its authorized representative to audit the Contractor's records and to obtain any documents, materials, or information necessary to facilitate such review.

C. The Contractor understands and agrees that it shall be liable to TDHCA for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this contract. The Contractor further understands and agrees that reimbursement to TDHCA of such disallowed costs shall be paid by the Contractor from funds which were not provided or otherwise made available to the Contractor under this contract.

D. The Contractor shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section 19 as TDHCA may require of the Contractor. TDHCA shall not release any funds for any costs incurred by the Contractor under this contract until TDHCA or its designee is has received a copy of any audit report required by this Section 19.

E. The Contractor shall procure audit services through an open, competitive process at least once every four years. The auditor shall retain working papers and reports for a minimum of three years after the date of issuance of the auditor's report to the auditee. Audit working papers shall be made available upon request to TDHCA or its designee at the completion of the audit, as a part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this part. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

F. Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

SECTION 20. ENVIRONMENTAL CLEARANCE REQUIREMENTS

A. The Contractor understands and agrees that by the execution of this contract the Contractor shall assume the responsibilities for environmental review, decision making, and other action which would otherwise apply to TDHCA under Section 5304(f) of the Act, in accordance with and to the extent specified in 24 C.F.R. Part 58. In accordance with Section 58.77(b) of such regulations, the Contractor further understands and agrees that the Contractor shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

B. Funds provided under this contract may be obligated and expended before the actions specified in this Section occur only for the following eligible activities:

1. The payment of reasonable planning and administrative costs related to the project;

2. Environmental studies, including environmental clearance activities required by this Section; and

3. The payment or reimbursement of reasonable project engineering and design costs incurred for this project.

C. The Contractor shall complete a written Environmental Assessment of its activities in accordance with 24 C.F.R. Part 58, Subpart E, and the TxCDBG Project Implementation Manual. The Contractor must then follow the steps specified in this subsection to ensure compliance with the National Environmental Policy Act (NEPA). When the Environmental Assessment is completed, the Contractor must follow one of the following two (2) procedures. The first is a Finding of Significant Impact, in which the Request for Release of Funds for the project is an action which may significantly affect the quality of the human environment. If this is the case, the Contractor must then prepare an Environmental Impact Statement in accordance with Subpart F or Subpart G of 24 C.F.R. Part 58. The second and more common procedure must be followed for all projects not requiring an Environmental Impact Statement. The Contractor in this instance must publish, in the manner prescribed in 24 C.F.R. Sections 58.43 and 58.45, a combined legal notice in a single publication: A Finding of No Significant Impact (FONSI), and a Notice of Intent to Request Release of Funds (NOI/RROF). In the first part of this notice, the Contractor certifies that, as a result of the Environmental Assessment, the project is not an action which may or will significantly affect the quality of the human environment. The Contractor shall then provide the public with at least fifteen (15) calendar days to comment on this combined notice following its publication date, unless exceptional circumstances exist as specified in 24 C.F.R. Section 58.46. If no unresolved problems occur, the Contractor must then concurrently submit to TDHCA the following documents:

1. Transmittal Letter
2. RROF/Certification Form
3. Published NOI/RROF
4. Publisher's Affidavit
5. Project Site Description

Upon receipt of such documents, TDHCA must allow a fifteen (15) calendar day comment period to expire before it can formally release any project funds which are subject to the environmental review regulations. The Contractor must comply with all other applicable environmental requirements as specified in Exhibit D of this contract. The Contractor shall document its compliance with such other requirements in its environmental review file. The environmental review file and source documentation must be maintained as part of the environmental review record.

SECTION 21. CITIZEN PARTICIPATION REQUIREMENTS

A. The Contractor shall provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which the funds provided under this contract are used, in accordance with Section 570.486 of the Regulations and this contract;

B. The Contractor shall hold a public hearing concerning any activities proposed to be added, deleted, or substantially changed, as determined by TDHCA, from the activities specified in Exhibit A, Performance Statement, of this contract;

C. Prior to the termination of this contract, the Contractor shall hold a public hearing to review its performance under this contract;

D. For each public hearing scheduled and conducted by the Contractor under this section, the Contractor shall comply with the following requirements:

1. Notice of each hearing shall be published in the non-legal section of a newspaper having general circulation in the Contractor's jurisdiction at least seventy-two (72) hours prior to each scheduled hearing. The published notice shall include the date, time, and location of each hearing and the topics to be considered at each hearing. The published notice shall be printed in both English and Spanish, if appropriate. TDHCA shall accept articles published in such newspapers which satisfy the content and timing requirements of this subsection. In addition, the Contractor shall prominently post such notices in public buildings and distributed to interested community groups.

2. If any substantial changes are being requested concerning the activities included in this contract, the public hearings shall be held after 5 p.m. on a weekday or on a Saturday or Sunday. The hearings must be conducted at a location convenient to potential or actual beneficiaries, with accommodation for the handicapped.

3. When a significant number of non-English speaking residents can reasonably be expected to participate in a public hearing, the Contractor shall provide an interpreter to accommodate the needs of the non-English speaking residents.

E. Notwithstanding the provisions of Section 7 of this contract, the Contractor shall retain documentation of the public hearing notices, a list of the attendees at each hearing, and minutes of each hearing held in accordance with this section for a period of three (3) years after the termination of this contract. The Contractor shall make such records available to the public in accordance with Texas Government Code Chapter 552.

F. Complaint Procedures. The Contractor shall maintain written citizen complaint procedures that provide a timely written response to complaints and grievances. Such procedures shall comply with TDHCA's requirements. The Contractor shall ensure that its citizens are aware of the location and hours at which they may obtain a copy of the written procedures and the address and phone number for submitting complaints.

SECTION 22. SPECIAL CONDITIONS

A. TDHCA shall not release any funds for any costs incurred by the Contractor under this contract until TDHCA or its designee has received a copy of the Contractor's previous fiscal year audit report or certification from the Contractor that its fiscal control and fund accounting procedures are adequate to assure the proper disbursal of and accounting for funds provided under this contract. TDHCA shall specify the content and form of such certification.

B. TDHCA shall not be liable to the Contractor for any costs incurred by the Contractor under this contract until TDHCA receives a properly completed Depository/Authorized Signators Form, as specified by TDHCA, from the Contractor.

C. If applicable, the Contractor shall not advertise or solicit bids for construction or rehabilitation of a project assisted with funds provided under this contract until the Contractor has received the applicable prevailing wage rates from the TxCDBG Labor Standards Specialist.

D. In accordance with Section 18 of this contract, this contract shall terminate six (6) months after the commencement date specified in Section 2 unless activities specified in Section 20 or listed under Section 22 funded under this contract have begun by such date.

E. Public buildings, facilities, centers, constructed with Community Development Block Grant (CDBG) assistance shall have permanent signage placed in a prominent visible public area with the wording provided below. The formatting of such signage will be at local discretion to best fit the architectural design of the facility constructed but should be legible from at least three feet distance.

Project Sign Wording:

"This project is funded by the Texas Department of Housing and Community Affairs and the Texas Department of Agriculture, to strengthen and enhance the quality of life in smaller and rural communities with funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program."

F. The Contractor shall provide a copy of its proposed guidelines for housing activities for TDHCA to review and approve prior to the selection of program recipients and prior to TDHCA's release of funds for such activities. The Contractor's housing activities assistance guidelines must include provisions for compliance with Section 31 of the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with Community Development Block Grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with the 24 C.F.R. 33 (HUD lead-based paint regulation).

G. The housing rehabilitation, reconstruction, or new construction assistance provided by the locality shall be in the form of a five-year deferred payment loan (DPL), at zero interest, in accordance with the Program Rules.

1. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the DPL will be forgiven at a rate of twenty percent per year. The percentage to be forgiven each year will be effective on the anniversary date of completion of the project, as evidenced by the date entered on the Certificate of Final Completion, Final Completion Form, or similar document as approved by the Texas Department of Agriculture and provided to each locality.

The full amount of the assistance provided shall be secured by a fully executed promissory note and Deed of Trust (DOT) filed against the property and recorded in the land records of each applicable county. The DPL can be in a first position (no existing indebtedness) or in a second position, subject or inferior only to an existing first mortgage.

If the homeowner occupies the home for the full five-year term, the note expires and no repayment is required nor will there be any conditions relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred or vacated by the homeowner for any single period that exceeds thirty (30) days during the five-year lien term, the repayment provisions of the promissory note and DOT shall be enforced.

If, during the five-year lien term, the homeowner vacates the unit for any single period that exceeds thirty days, the locality may forgive, as evidenced by city council or commissioners court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would

result in an unnecessary hardship to the homeowner and the determination that the national objective of benefiting low to moderate-income persons was met.

The national objective will be considered met only when the city council or county commissioners court determines that a low to moderate income person has occupied the rehabilitated or reconstructed home a sufficient time to meet the national objective. The locality is liable to TDHCA for the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the five-year forgivable loan and the national objective was not achieved.

2. If the property is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the DPL must be repaid to TDHCA by the locality from the sales proceeds. If there are insufficient sales proceeds to cover the applicable amount due, the balance remaining that exceeds the amount available for repayment must be repaid to TDHCA. In all instances, upon completion of the five-year occupancy or repayment of the assistance (in full or in part), the locality shall prepare and record a release of lien document in the land records of the applicable county.

3. In instances where another occupant proposes to occupy a previously assisted unit, the locality must document that the new applicant is income eligible and that he/she has been informed of the terms and conditions under which the assistance was provided. The new homeowner(s) must acknowledge, in writing, that they have been informed of these terms and conditions and that they are subject to all of the provisions for the full remaining term of the DPL.

H. The Contractor shall provide a copy of its proposed written policies for the operation of the homeownership classes and tool lending library, which are specified as activities in Exhibit A of this contract, for TDHCA to review and approve prior to the selection of program recipients and prior to TDHCA's release of funds for such activities.

I. The Contractor shall not expend any contract funds until the Contractor has provided documentation to TDHCA that the Contractor has adopted and is enforcing the Model Subdivision Rules established pursuant to Section 16.343 of the Water Code. To meet this special condition, the Contractor must submit to the TDHCA evidence of its resolution adopting the Model Subdivision Rules, and the adopted Subdivision Rules must contain provisions equivalent to or more stringent that the provisions included in the Model Subdivision Rules.

J. If applicable, the Contractor shall provide documentation to TDHCA prior to contract termination which indicates that it has received approval from the Texas Commission on Environmental Quality (TCEQ) as the National Flood Insurance Program (NFIP) State Coordinating Agency that ordinances or orders, as appropriate, necessary for the Contractor to be eligible to participate in the National Flood Insurance Program, have been adopted.

K. Notwithstanding Section 4(A) (6), the Contractor shall be allowed, upon written approval of TDHCA, to incur costs prior to the commencement date specified in Section 2. Such costs may only be incurred for activities described in Exhibit A, Performance Statement, provided that these activities meet the requirements of 24 C.F.R. Part 570, Subpart I and 24 C.F.R. Part 58.

L. By execution of the Agreement and only if Contractor is a business under Chapter 2264 of the Texas Government Code, Contractor certifies that Contractor, or a branch, division, or department of Contractor does not and will not knowingly employ an undocumented worker,

where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Contractor, or a branch, division, or department of Contractor is convicted of a violation under 8 U.S.C Section 1324a(f), Contractor shall repay the amount of the public subsidy with interest, at the rate and according to the other terms provided by an agreement under Texas Government Code Section 2264.053, not later than the 120th day after the date TDHCA notifies Contractor of the violation.

M. TDHCA may not accept a bid or award a contract that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

Under Section 2261.053, Texas Government Code, by execution of this contract, Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

SECTION 23. DEBARMENT

A. By signing this contract, the Contractor certifies that it will not award any funds provided under this contract to any party which is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. The Contractor shall receive the certification provided by TDHCA from each proposed subcontractor under this contract and its principals.

B. By signing this contract, the Contractor certifies that it is not debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. Further, the Contractor is required to immediately report to TDHCA if it is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24.

SECTION 24. POLITICAL AID AND LEGISLATIVE INFLUENCE PROHIBITED

A. None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of the Contractor from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

B. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of the Contractor, the State of Texas, or the government of the United States.

SECTION 25. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the parties to this contract relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained in this contract.

B. The attachments enumerated and denominated below are hereby made a part of this contract, and constitute promised performances by the Contractor in accordance with Section 3 of this contract:

1. Exhibit A, Performance Statement, 2 Pages
2. Exhibit B, Budget, 1 Page
3. Exhibit C, Project Implementation Schedule, 1 Page
4. Exhibit D, Applicable Laws and Regulations, 4 Pages
5. Exhibit E, Certifications, 2 Pages

SECTION 26. VENUE

For purposes of litigation pursuant to this contract, venue shall lie in Travis County, Texas.

WITNESS OUR HANDS EFFECTIVE July 26, 2012

Ramon Garcia - Sept 25, 2012
The Honorable Ramon Garcia, Hidalgo County Judge
Representing Hidalgo County

Approved by Commissioners' Court
on 3/20/12 RO

Approved and accepted on behalf of TDHCA.

Timothy K. Irvine, Executive Director
Texas Department of Housing and Community Affairs

This contract is not effective unless signed by the Executive Director of TDHCA or by the Executive Director's authorized designee.

EXHIBIT A

PERFORMANCE STATEMENT

COLONIA SELF-HELP CENTER CONTRACT NO. 712013

HIDALGO COUNTY

Contractor shall carry out the following activities in the Hidalgo County Colonia Self-Help Center (SHC) service area colonias of **El Charro Subdivision # 2, Colonia Lucero Del Norte, Country View Estates, Indian Hills Subdivision I (East of FM 491), and Indian Hill Subdivision II (West side of FM 491)** as identified in its 2012 Colonia SHC Program Proposal. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. The Contractor shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in Exhibit B, Budget.

7. Public Services

Tool Lending Library

Contractor shall utilize twelve thousand five hundred fortydollars and no cents ($12,540.00) to operate one (1) tool library and maintain and purchase tools as necessary to provide tools for home construction and improvement for the benefit of property owners in colonias who are building or repairing a residence or installing necessary residential infrastructure. The tool library will provide a minimum of **three hundred (300)** tool checkouts.

These activities shall benefit three thousand three hundred seventy-eight (3,378) persons of which two thousand five hundred thirty three (2,533) or seventy five (75%) are of low to moderate income.

9a. Residential Rehabilitation

Residential Rehabilitation

Contractor shall conduct **nine (9)** residential rehabilitations of housing units for residents of the Hidalgo County Colonia SHC service area at an average cost of twelve thousand one hundred fourty dollars and no cents ($12,140.00) that will bring the rehabilitated homes up to, at a minimum, Housing Quality Standards.

These activities shall benefit twenty seven (27) persons, of which twenty seven (27) or one hundred percent (100%) are of low to moderate income.

Small Home Repair

Contractor shall assist **forty two (42)** residences within the Hidalgo County Colonia SHC service area with minor self-help methodology home repairs at an average cost of three thousand six hundred dollars and no cents ($3,600.00) that will bring the repaired section of the home up to, at a minimum, Housing Quality Standards.

These activities shall benefit one hundred twenty six (126) persons, of which one hundred twenty six (126) or one hundred percent (100%) are of low to moderate income.

13. Administration, Planning and Management

Contractor shall ensure the amount of funds expended for all eligible project-related administration activities that are intended to be charged to the contract, including the required annual program compliance and fiscal audit costs, do not exceed the amount specified for administration in Exhibit B, Budget.

15b. Not Feasible for Rehabilitation (Reconstruction)

Contractor shall conduct **nine (9)** reconstructions of housing units for residents of the Hidalgo County Colonia SHC service area at an average cost of forty three thousand dollars and no cents ($43,000.00). Homes will be reconstructed up to, at a minimum, 2006 International Residential Code Standards.

These activities shall benefit twenty seven (27) persons, of which twenty seven (27) or one hundred percent (100%) are of low to moderate income.

15c. Other 105 (a) (15) (New Construction)

Contractor shall conduct **six (6)** new constructions of housing units through self-help methodologies for residents of the Hidalgo County Colonia SHC service area at an average cost of forty thousand dollars and no cents ($40,000.00). Homes will be built up to, at a minimum, 2006 International Residential Code Standards.

These activities shall benefit eighteen (18) persons, of which eighteen (18) or one hundred percent (100%) are of low to moderate income.

EXHIBIT B
BUDGET
COLONIA SELF-HELP CENTER CONTRACT NO. 712013
HIDALGO COUNTY

LINE	CATEGORIES	CURRENT CONTRACT FUNDS	OTHER FUNDS*	TOTAL
1	Acquisition, Disposition			
2	Clearance			
3	Center/Facility			
4	Public Facilities (use 4a, 4b, or 4c)			
4a	Water			
4b	Sewer			
4c	Flood and Drainage Facilities			
5	Street/Bridges			
6	Other Public Facilities			
7	Public Service (Limited to 15% of Request)	$12,540		$ 12,540
8	Relocation			
9	Rehabilitation (use 9a or 9b)			
9a	Residential Rehabilitation	$260,460		$260,460
9b	Commercial Rehabilitation			
10	Public Housing Modernization			
11	Removal of Architectural Barriers			
12	Planning Only			
13	Administration, Planning and Management	$100,000		$ 100,000
14	Economic Development (use 14a, 14b or 14c)			
14a	Assistance to Non-Profit			
14b	Assistance to For-profit Entities			
14c	Micro enterprises or Small Business			
15	New Construction (use 15a, 15b, or 15c)			
15a	Last Resort			
15b	Not feasible for Rehabilitation (Reconstruction)	$387,000		$387,000
15c	Other 105 (a) 15 (New Construction)	$240,000		$240,000
16	Unspecified Activities			
17	Homeownership Assistance			
	Totals	$1,000,000	$0	$ 1,000,000

* **Other Funds**: General Funds, Foundations, or other realated available Funds.

EXHIBIT C
PROJECT IMPLEMENTATION SCHEDULE GUIDELINE
COLONIA SELF-HELP CENTER CONTRACT NO. 712013
HIDALGO COUNTY

Years 1 and 2

ACTIVITY/MILESTONE/THRESHOLD	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Procurement of Professional Services			X																					
6-Month Milestone (Environmental Review Submitted)						X																		
Construction Bidding and Awarding Initiated							X																	
Construction (initiation)								X																
18-Month Milestone (30% expended)																		X						

Years 3 and 4

ACTIVITY/MILESTONE/THRESHOLD	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
30-Month Milestone (60% expended)						X																		
42-Month Milestone (90% expended)																		X						
Final Inspections																								X
Final Milestone (100% expended)																								X
Close-out																								X

CONTRACT START DATE
July 26, 2012

CONTRACT END DATE
July 26, 2016

EXHIBIT D

THE APPLICABLE LAWS AND REGULATIONS

The Contractor shall comply with the Act and Regulations specified in Section 3 of this contract and with the OMB Circular and federal regulations specified in Section 6 of this contract; Cash Management Improvement Act regulations (31 C.F.R. Part 205); and with all other federal, state, and local laws and regulations applicable to the activities and performances rendered by the Contractor under this contract including but not limited to the laws, and the regulations promulgated thereunder specified in Section I through VII of this Exhibit D.

I. CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. Section 2000d et seq.); 24 C.F.R. Part I, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. Sec 3601 et seq.), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C. F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063". The failure or refusal of the Contractor to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. Sec. 6101 et seq.);

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sec. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this contract, the Contractor understands and agrees that the activities funded shall be operated in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. Sec. 4151 et seq.), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

II. LABOR STANDARDS

The Davis-Bacon Act, as amended (40 U.S.C. Secs. 276a - 276a-5);

The Contract Work Hours & Safety Standards Act (40 U.S.C. 327 et seq.);

The Copeland "Anti-Kickback" Act (18 U.S.C. Sec. 874).

III. EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. Sec.1701u).

IV. LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831(b)) and the procedures established by TDHCA thereunder.

V. ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities, 24 CFR Part 58, as amended.

In accordance with the provisions of law cited in §58.1(b), the responsible entity must assume the environmental responsibilities for projects under programs cited in §58.1(b), and in doing so must comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 CFR parts 1500 through 1508. This includes responsibility for compliance with the applicable provisions and requirements of the Federal laws and authorities specified in §58.5 [below]. The responsible entity must certify that it has complied with the requirements that would apply to HUD under these laws and authorities and must consider the criteria, standards, policies and regulations of these laws and authorities.

(a) Historic Properties

(1) The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2), except as provided in §58.17 for Section 17 projects.

(2) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 CFR 1971-1975 Comp., p. 559, particularly section 2(c).

(3) Federal historic preservation regulations as follows:

(i) 36 CFR part 800 with respect to HUD programs other than Urban Development Action Grants (UDAG) and
(ii) 36 CFR part 801 with respect to UDAG.

(4) The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.)*, particularly section 3 (16 U.S.C. 469a-1).

(b) Floodplain management and wetland protection

(1) Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 CFR part 55, particularly section 2(a) of the order (For an explanation of the relationship between the decision-making process in 24 CFR part 55 and this part, see §55.10 of this subtitle A.)

(2) Executive Order 11990, Protection of Wetlands, May 24,1977 (42 FR 26961), 3 CFR, 1977 Comp., p. 121 particularly sections 2 and 5.

(c) Coastal Zone Management

(1) The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. 1456(c) and (d)).

(d) Sole source aquifers

(1) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. 349) as amended; particularly section 1424(e)(42 U.S.C. 300h-3(e).

(2) Sole Source Aquifers (Environmental Protection Agency-40 CFR part 149.)

(e) Endangered species

(1) The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536)

(f) Wild and scenic rivers

(1) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c)).

(g) Air quality

(1) The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d)).

(2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 CFR parts 6, 51, and 93).

(h) Farmland protection

(1) Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202).

(2) Farmland Protection Policy (Department of Agriculture-7 CFR part 658).

(i) HUD environmental standards

(1) Applicable criteria and standards specified in HUD environmental regulations (24 CFR part 51)(other than the runway clear zone and clear zone notification requirement in 24 CFR 51.303(a)(3)

(2) HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979).

(j) Environmental justice

(1) Executive Order 12898 of February 11, 1994 --- Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

(k) Other requirements

See 24 CFR Part 58.6.

VI. ACQUISITION/RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Sec. 4601 et seq.), 24 C.F.R. Part 42, and 24 C.F.R. Section 570.606.

VII. FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

EXHIBIT E

CERTIFICATIONS

WITH RESPECT TO THE EXPENDITURE OF FUNDS PROVIDED UNDER THIS CONTRACT BY THE COUNTY OF HIDALGO, THAT;

(1) IT WILL MINIMIZE DISPLACEMENT OF PERSONS AS A RESULT OF ACTIVITIES ASSISTED WITH SUCH FUNDS;

(2) THE PROGRAM WILL BE CONDUCTED AND ADMINISTERED IN CONFORMITY WITH THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. SEC. 2000a et seq.) AND THE FAIR HOUSING ACT (42 U.S.C. SEC 3901 et seq.), AND THAT IT WILL AFFIRMATIVELY FURTHER FAIR HOUSING, AS SPECIFIED BY TDHCA;

(3) IT WILL PROVIDE FOR OPPORTUNITIES FOR CITIZEN PARTICIPATION, HEARINGS AND ACCESS TO INFORMATION WITH RESPECT TO ITS COMMUNITY DEVELOPMENT PROGRAMS, AS SPECIFIED BY TDHCA;

(4) IT WILL NOT ATTEMPT TO RECOVER ANY CAPITAL COSTS OF PUBLIC IMPROVE-MENTS ASSISTED IN WHOLE OR IN PART WITH SUCH FUNDS BY ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSONS OF LOW AND MODERATE INCOME, INCLUDING ANY FEE CHARGED OR ASSESSMENT MADE AS A CONDITION OF OBTAINING ACCESS TO SUCH PUBLIC IMPROVEMENTS UNLESS (A) SUCH FUNDS ARE USED TO PAY THE PROPORTION OF SUCH FEE OR ASSESSMENT THAT RELATED TO THE CAPITAL COSTS OF SUCH PUBLIC IMPROVEMENTS THAT ARE FINANCED FROM REVENUE SOURCES OTHER THAN SUCH FUNDS; OR (B) FOR PURPOSES OF ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSONS OF MODERATE INCOME, THE CONTRACTOR CERTIFIES THAT IT LACKS SUFFICIENT FUNDS UNDER THIS CONTRACT TO COMPLY WITH THE REQUIREMENTS OF CLAUSE (A).

(5) IN THE EVENT THAT DISPLACEMENT OF RESIDENTIAL DWELLINGS WILL OCCUR IN CONNECTION WITH A PROJECT ASSISTED WITH TCDP FUNDS, IT WILL FOLLOW A RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN, AS SPECIFIED BY TDHCA.

(6) IT SHALL ADOPT AND ENFORCE A POLICY PROHIBITING THE USE OF EXCESSIVE FORCE BY LAW ENFORCEMENT AGENCIES WITHIN ITS JURISDICTION AGAINST ANY INDIVIDUAL ENGAGED IN NONVIOLENT CIVIL RIGHTS DEMONSTRATIONS AND A POLICY OF ENFORCING APPLICABLE STATE AND LOCAL LAWS AGAINST PHYSICALLY BARRING ENTRANCE TO OR EXIT FROM A FACILITY OR LOCATION WHICH IS THE SUBJECT OF SUCH NONVIOLENT CIVIL RIGHTS DEMONSTRATION WITHIN ITS JURISDICTION.

CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

HIDALGO COUNTY

CERTIFIES, TO THE BEST OF ITS KNOWLEDGE AND BELIEF, THAT:

(1) 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 OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDING OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT.

(2) IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM - LLL, "DISCLOSURE FORM TO REPORT LOBBYING", IN ACCORDANCE WITH ITS INSTRUCTIONS.

(3) THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUBAWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUBGRANTS, AND CONTRACTS UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUBRECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT 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.

EXHIBIT C
PROJECT IMPLEMENTATION SCHEDULE GUIDELINE
COLONIA SELF-HELP CENTER CONTRACT NO. 712013
HIDALGO COUNTY

Years 1 and 2

ACTIVITY/MILESTONE/THRESHOLD	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Procurement of Professional Services			X																					
6-Month Milestone (Environmental Review Submitted)						X																		
Construction Bidding and Awarding Initiated							X																	
Construction (initiation)								X																
18-Month Milestone (30% expended)																		X						

300,000 K
by 12/13

Years 3 and 4

ACTIVITY/MILESTONE/THRESHOLD	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
30-Month Milestone (60% expended)						X																		
42-Month Milestone (90% expended)																								
Final Inspections																		X						
Final Milestone (100% expended)																								
Close-out																								X
																								X
																								X

CONTRACT START DATE
July 26, 2012

CONTRACT END DATE
July 26, 2016

EXHIBIT A
Amended

PERFORMANCE STATEMENT
HIDALGO COUNTY
COLONIA SELF-HELP CENTER

Contractor shall carry out the following activities in the Hidalgo County Colonia Self-Help Center (SHC) service area colonias of El Charro Subdivision # 2, Colonia Lucero Del Norte, Country View Estates, Indian Hills Subdivision (I - East of FM 491), and Indian Hill Subdivision (II - West side of FM 491) as identified in its 2012 Colonia SHC Program Proposal. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. The Contractor shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in Exhibit B, Budget.

7. Public Services

Tool Library Program **$10,800.00**

Contractor shall utilize ten thousand eight hundred dollars and no cents ($10,800.00) to operate one (1) tool library and maintain and purchase tools as necessary to provide tools for home construction and improvement for the benefit of property owners in colonias who are building or repairing a residence or installing necessary residential infrastructure. The tool library will provide a minimum of three hundred (300) new tool checkouts and all resources will be prioritized for the residents of the Hidalgo County Colonia SHC service area. A resident will be counted once unless he/she checks out a different tool, then they will be counted again.

Total Tool Library: 1

9a. Residential Rehabilitation

Colonia Housing Rehabilitation **$80,000.00**

Contractor shall conduct eight (8) residential rehabilitations of housing units for residents of the Hidalgo County Colonia SHC service area at an average cost of ten thousand dollars and no cents ($10,000.00) that will bring the rehabilitated homes up to, at a minimum, Colonia Housing Standards. These activities shall benefit thirty two (32) persons, of which thirty two (32) or one hundred percent (100%) are of low to moderate income.

Note: Estimated number of household members per family is 4

Colonia Self-Help Home Repair **$97,200.00**

Contractor shall assist twenty seven (27) residences within the Hidalgo County Colonia SHC service area with minor self-help methodology home repairs at an average cost of three thousand six hundred dollars and no cents ($3,600.00) that will bring the repaired section of the home up to, at a minimum, Colonia Housing Standards. These activities shall benefit one hundred and eight (108) persons, of which one hundred and eight (108) or one hundred percent (100%) are of low to moderate income.

Note: Estimated number of household members per family is 4

13. Administration, Planning and Management **$100,000.00**

Contractor shall ensure the amount of funds expended for all eligible project-related administration activities that are intended to be charged to the contract, including the required annual program compliance and fiscal audit costs, do not exceed the amount specified for administration in Exhibit B, Budget.

15b. Not Feasible for Rehabilitation (Reconstruction) **$212,000.00**

Contractor shall conduct four (4) reconstructions of housing units through self-help methodologies for residents of the Hidalgo County Colonia SHC service area at an average cost of fifty-three thousand dollars and no cents ($53,000.00) that will bring the reconstructed homes up to, at a minimum, Housing Quality Standards. These activities shall benefit sixteen (16) persons, of which sixteen (16) or one hundred percent (100%) are of low to moderate income.

Note: Estimated number of household members per family is 4

15c. Other 105 (a) (15) **$500,000.00**

Contractor shall conduct ten (10) new constructions of housing units through self-help methodologies for residents of the Hidalgo County Colonia SHC service area at an average cost of fifty thousand dollars and no cents ($50,000.00). Upon completion, the homes will meet Housing Quality Standards. These activities shall benefit forty two (42) persons, of which forty two (42) or one hundred percent (100%) are of low to moderate income.

Note: Estimated number of household members per family is 4.2

AI-37775 **Urban County 14. E.**

CC REGULAR

Meeting Date: 04/02/2013

Submitted For: Steve de la Garza **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request approval to increase the 2010 HOME Community Housing Development Organization (CHDO) Contract between the Urban County Program and Proyecto Azteca

BACKGROUND

The Urban County Program HOME allocation for FY 2011 is $2,621,620. A total of $1,400,000 was set-aside in order to award funds through a request for proposals process, to local Community Housing Development Organizations (CHDO). One of the CHDO projects set to be awarded with FY 2011 funds did not move forward due to unforeseen circumstances. In order to ensure the balance of these funds is utilized in a timely manner, the UCP requests approval to reallocate $100,000 to the Proyecto Azteca FY 2010 CHDO contract, as supplemental funding.

Current Open Contract		Proposed Increase		Amended Contract	
Fiscal Year	**Amount**	**Fiscal Year**	**Amount**	**Fiscal Year**	**Amount**
2010	$400,000	2011	$100,000	2010	$500,000

Attachments

CHDO Agreement Exhibits

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/19/2013 03:27 PM
Purchasing Department	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Mary Flores Started On: 03/19/2013 02:27 PM

Final Approval Date: 03/28/2013

CHDO AGREEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF HIDALGO §

SECTION 1. PARTIES TO AGREEMENT

This agreement is made and entered into by and between the County of Hidalgo – Urban County Program (UCP) and Proyecto Azteca, Inc., a nonprofit corporation organized under the laws of the State of Texas, hereinafter referred to as a Community Housing Development Organization, (C.H.D.O.). The parties hereto have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks described herein.

WITNESSETH:

WHEREAS, UCP has entered into an Agreement to receive funds under the HOME Investment Partnerships Program (hereinafter called the "HOME" Program) from the US Department of Housing and Urban Development (hereinafter called "HUD"); and

WHEREAS, UCP has set aside a portion of its HOME Program's funds for community housing development organizations in accordance with the National Affordable Housing Act of 1990, as amended, (hereinafter called the "Act"); and

WHEREAS, UCP has designated the above named organization as a community housing development organizations or CHDO pursuant to HUD rule 24 CFR Part 92 which sets forth regulations to implement the HOME Program; and

WHEREAS, UCP desires to engage the CHDO to render certain assistance as a developer of housing in conformance with 24 CFR Part 92.300;

NOW, THEREFORE, the parties hereto do hereby agree as follows:

SECTION 2. AGREEMENT PERIOD

This agreement shall commence on the date of execution by the CHDO and the UCP and shall terminate on February 28, 2013, unless otherwise specifically provided by the terms of this agreement.

SECTION 3. GRANT

UCP agrees to grant CHDO $400,000.00 utilizing FY 2010 HOME funds, subject to the conditions of this agreement.

SECTION 4. CHDO PERFORMANCE

A. CHDO shall construct eight (8) 2, 3 and 4 bedroom brick veneer units of affordable housing to low-income qualified first time homebuyers. Homes will range between 1,398 and 1,721 square feet.

Type of Home	Total Area (Sq. ft.)
2 bedroom 1 bath,	816 sq ft
3 bedroom 1 bath,	864 sq ft
4 bedroom 2 bath,	1,152 sq ft

B. In this agreement low and moderate income families is defined in accord with Title 24 CFR 92.2 and calculated based on 24 CFR 92.203(b)(1), ("Housing"), such dwellings to be located in the County of Hidalgo (with the exception of the city limits of Edinburg, Pharr, McAllen and Mission), Texas, as described in Exhibit A.

C. CHDO will provide eight (8) mod.-income (60% or less area median income), working families with homebuyer education, general construction services and long-term flexible financing.

D. CHDO will target eight (8) families at or below 60% of the area median income.

E. CHDO will leverage seventy-two thousand eight hundred and forty-seven dollars ($72,847.00) in other funds for below-market mortgages.

The project shall be administered in accordance with Exhibit A and the HOME Investment Partnerships Act at title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, 42 U.S.C. 12701 et seq. and implementing federal regulations contained in 24 CFR Part 92; and the HOME Program Guidelines, UCP CHDO Policies and Application Package.

CHDO represents and warrants that it is a "Community Housing Development Corporation" as defined in 24 CFR 92 and agrees that it shall comply with all applicable government requirements including without limitation those contained 24 CFR Part 92.

CHDO agrees to acknowledge the sponsorship of the UCP at any event promoting the project or any other project sponsor.

CHDO perform all activities in accordance with the terms of the Performance Statement ("Exhibit A"); the Budget and Project Implementation Schedule, (" Exhibit B"); the Applicable Laws and Regulations, ("Exhibit C"); the Certifications, ("Exhibit D"); the assurances, certifications, and all other statements made by CHDO in its application for the project funded under this agreement; and with all other terms, provisions, and requirements set forth in this agreement.

SECTION 5. UCP OBLIGATIONS

A. Measure of Liability

In consideration of full and satisfactory performance of the activities referred to in Section 4 of this agreement, UCP shall make payment under the grant for the actual and reasonable costs incurred by CHDO during the agreement period for performance rendered under this agreement by CHDO, subject to the limitations set forth in this Section 5.

1. It is expressly understood and agreed by the parties hereto that UCP's obligations under this Section 5 are contingent upon the actual receipt of adequate federal funds to meet UCP's liabilities under this agreement. If adequate funds are not available to make payments under this agreement, UCP shall notify CHDO in writing within a reasonable time after such fact is determined, UCP shall then terminate this agreement and will not be liable for failure to make payments to CHDO under this agreement.

2. UCP shall not be liable to grant CHDO money for any costs incurred by CHDO, or any portion thereof, which has been paid to CHDO or is subject to payment to CHDO, or has been reimbursed to CHDO or is subject to reimbursement to CHDO by any source other UCP.

3. UCP shall not be liable to grant CHDO money for any costs incurred by CHDO which are not allowed costs, as set forth in 24 CFR 92.206 and Section 6 of this agreement. Funds provided under this agreement may not be used for payment of prohibited activities as defined in 24 CFR 92.214.

4. UCP shall not be liable to grant CHDO money for any costs incurred by CHDO or for any performances rendered by CHDO which are not strictly in accordance with the terms of this agreement, including terms of Exhibit A, B, C, and D of this agreement.

5. UCP shall not be liable to grant CHDO money for any costs incurred or performances rendered by CHDO before commencement or this agreement or after termination of this agreement.

6. UCP shall not be liable to grant CHDO money for any costs incurred by CHDO for any costs incurred by CHDO for any housing unit(s) that exceeds the per-unit subsidy dollar limitation established under Section 221(d)(3) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)).

B. Limit of Liability

Notwithstanding any other provision of this agreement, the total of all payments and other obligations incurred by UCP under this agreement shall not exceed the sum of $400,000.

SECTION 6. DISBURSEMENT OF FUNDS

A. UCP will provide funds under this agreement in accordance with the requirements of 24 CFR 92.502. CHDO may not request disbursement of funds under this agreement until funds are needed for payment of eligible costs and in accordance with the UCP CHDO Policy. All work related to a request for disbursement will inspected prior to disbursement of funds. Funds will be disbursed within thirty (30) days provided all required supporting documentation have been submitted.

B. It is expressly understood and agreed by the parties hereto that payments under this agreement are contingent upon CHDO's full and satisfactory performance of its obligations under this agreement. UCP reserves the right to recapture unexpended funds provided under this agreement in the event UCP determines that CHDO will be unable to expend funds within the prescribed time as determined by UCP.

C. UCP shall not be liable to CHDO for any costs incurred or performance rendered by CHDO before commencement or after termination of this agreement.

SECTION 7. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND PROGRAM INCOME

A. CHDO must comply with applicable regulations under OMB Circular No. A-122 and the following requirements of 24 CFR Part 84 § 84.2, 84.5, 84.13 through 84.16, 84.26 through 84.28, 84.30, 84.31, 84.34 through 84.37, 84.40 through 84.48, 84.51, 84.60 through 84.62, 84.72, and 84.73 pursuant to 24 CFR 92.505(b).

B. All CHDO proceeds shall be retained by the CHDO however must be re-invested by CHDO and applied towards housing initiatives for low and moderate income individuals and families including, but not limited to, acquisition, construction and rehabilitation of home ownership projects.

C. CHDO shall maintain records of the receipt, accrual, and disposition of all CHDO Proceeds funds in the same manner as required for in Section 7.A above for all funds under this agreement. Prior to disposition of it's CHDO proceeds, the CHDO shall request, in writing, approval from UCP Director indicating proceeds origination, amount and utilization type (rehab., acquisition, construction, etc.). CHDO shall provide reports of CHDO proceeds as requested by UCP and at the termination of this agreement.

SECTION 8. RETENTION AND ACCESSIBILITY OF RECORDS

A. CHDO must establish and maintain those records listed under 24 CFR 92.508 and other records as may be determined by UCP.

B. CHDO shall give the UCP, the Comptroller of the United States, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by CHDO pertaining to this agreement. Such right to access shall continue as long as the records are retained by CHDO. CHDO agrees to maintain such records in an accessible location.

C. All records pertinent to this agreement shall be retained by CHDO for five years following affordability period or of submission of the final closeout reports, whichever is later, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records relating to real property acquisition shall be retained for the period of affordability required under 24 CFR 92.254 or 24 CFR 92.252 as applicable, plus five years

3. Records covering displacement and acquisitions must be retained for at least five years after the date by which all person displaced from the property and all person whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 CFR 92.353.

D. CHDO shall include the substance of this Section 8 in all subcontracts.

E. CHDO must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the Texas Public Information Act, TEXAS GOVERNMENT CODE, Chapter 522.

SECTION 9. REPORTING REQUIREMENTS

A. CHDO shall submit to UCP such reports on the operation and performance of this agreement as may be required by UCP including but not limited to the reports specified in this Section 9. In addition, CHDO shall provide UCP with all reports necessary for UCP compliance with 24 CFR 92.509 and 24 CFR Part 92, Subpart L and those reports listed in the UCP CHDO policy Section VII.

B. In addition to the limitations on liability otherwise specified in this agreement, it is expressly understood and agreed by the parties hereto that if CHDO fails to submit to UCP in a timely and satisfactory manner any report required by this agreement, UCP may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by CHDO hereunder. If UCP withholds such payments, it shall notify CHDO in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by UCP until such time as the delinquent obligations for which funds are withheld are fulfilled by CHDO.

C. Acknowledgment of Funding Source. CHDO shall give credit to the UCP as the project-funding source in all presentations, written documents, publicity and advertisements regarding the development.

SECTION 10. MONITORING

The UCP reserves the right to, from time to time, carry out field inspections to ensure compliance with the requirements of this agreement. CHDO shall attend a preconstruction meeting prior to first construction draw. After each monitoring visit, UCP shall provide CHDO with a written report of the monitor's finding. If the monitoring reports note deficiencies in CHDO's performances under the terms of this agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by CHDO. Failure by CHDO to take action specified in the monitoring report may be cause for suspension or termination of this agreement, as provided in Section 18 and Section 19 of this agreement.

SECTION 11. INDEPENDENT CHDO

A. It is expressly understood and agreed by the parties hereto that UCP is contracting with CHDO as an independent CHDO, and that CHDO, as such, agrees to hold UCP harmless and to indemnify UCP from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by CHDO under this agreement.

B. CHDO agrees that it will indemnify the County of Hidalgo and the UCP ("Indemnities") and hold County of Hidalgo and UCP harmless of, from, and against all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments recovered from or asserted against County of Hidalgo and UCP on account of injury or damage to person or property to the extent any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act or omission, negligence or misconduct on the part of CHDO or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees entering upon the Housing being improved pursuant to this Agreement or when any such injury or damage is the result, proximate or remote, of the violation by CHDO, or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the acquisition, rehabilitation, modification, or construction at the Housing herein or out of the use or occupancy of the Housing or the Housing themselves by CHDO, its agents, servants, employees, contractors, patrons, guests, licensees, or invitees, including without limitation, any damages or costs which may occur as a result of the design of the rehabilitation, modification, or construction of the Housing, the bidding process, actual rehabilitation, modification, or construction of the Housing, administration of the construction contracts by the County of Hidalgo and UCP or its designee, failure of the Housing prior to completion and acceptance of rehabilitation, modification, or construction of the Housing to work as designed, failure of the Contractor or manufacturer to honor its warranties, failure of CHDO to maintain the Housing, or the Housing themselves.

These terms of indemnification shall be effective upon the date of execution of this agreement and whether such injury or damage may result from the sole negligence, contributory negligence,

or concurrent negligence of Indemnities; but not if such damage or injury may result from gross negligence or willful misconduct of Indemnities.

CHDO covenants and agrees that, in case the County of Hidalgo and/or UCP shall be made a party to any litigation against CHDO or in any litigation commenced by any party relating to this Agreement and the construction of the Housing contemplated hereunder, CHDO shall and will pay all costs and expenses, including reasonable attorneys' fees and court costs incurred by or imposed upon the County of Hidalgo or UCP by virtue of any such litigation.

CHDO, for and in consideration of UCP participation in this agreement, hereby agrees and covenants that CHDO will never institute any suit or action at law against the County of Hidalgo, UCP, their officers, agents, servants, or employees, (hereinafter referred to as RELEASEES), related to the performance by any party under this Agreement, nor institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, expenses or compensation for, related to the performance by any party under this Agreement, whether or not caused by the negligence of Releases.

SECTION 12. SUBCONTRACTS

A. Except for subcontracts to which the federal labor standards requirements apply, CHDO may not subcontract for performances described in this agreement without obtaining UCP's prior written approval. CHDO shall only subcontract for performances described in this agreement to which the federal labor standards requirements apply after CHDO has submitted a Subcontractor Eligibility form, as specified by UCP, for each such proposed subcontract, and CHDO has obtained UCP's prior written approval, based on the information submitted, of CHDO's intent to enter into such proposed subcontract. CHDO, in subcontracting for any performances described in this agreement, expressly understands that in entering into such subcontracts, UCP is not in any manner liable to CHDO's subcontractor(s).

B. In no event shall any provision of this Section 12, specifically the requirement that CHDO obtain UCP's prior written approval of a subcontractor's eligibility, be construed as relieving CHDO of the responsibility for ensuring that the performances rendered under all subcontracts are rendered as so as to comply with all of the terms of this agreement, as if such performances rendered were rendered by CHDO. UCP's approval of subcontractor's eligibility under this Section 12 does not constitute adoption, ratification or acceptance of CHDO's or subcontractor's performance hereunder. The act of approval of subcontractor's eligibility under this Section 12 does not waive any right of action which may exist or which may subsequently accrue to UCP under this agreement. UCP retains at all times the right to insist upon CHDO's full compliance with the terms of this agreement.

C. CHDO shall comply with all applicable federal, state, and local laws, regulations, and ordinances when making procurements under this agreement.

D. CHDO shall comply with all applicable federal, state, and local laws, regulations and ordinances for the term of this agreement.

SECTION 13. CONFLICT OF INTEREST

UCP shall ensure that no person who (1) is an employee, agent, consultant, officer or elected or appointed official of UCP that receives funds and who exercise or has exercised any functions or responsibilities with respect to activities assisted with funds provided under this agreement or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a HOME assisted activity, or have an interest in any agreement, subcontract, or contract (or the proceeds thereof) with respect to a HOME assisted activity either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. CHDO shall ensure compliance with applicable provisions under 24 CFR 92.356 and OMB Circular A-110 in the procurement of property and services.

SECTION 14. NONDISCRIMINATION AND SECTARIAN ACTIVITY

A. Equal Opportunity. CHDO shall ensure that no person shall on the grounds of race, color, religion, sex, age, handicap, familial status, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this agreement. In addition, funds provided under this agreement must be made available in accordance with the requirements of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u) such that:

1. To the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with HOME funds provided under this agreement be given to low-income persons residing within the general local government area or metropolitan area or non-metropolitan county in which the project is located; and

2. To the greatest extent feasible, agreements for work to be performed in connection with any such project be awarded to business concerns, including. But not limited to, individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area or nonmetropolitan county as the project.

3. Religious Organizations. In accordance with 24 CFR 92.257, organizations religious or faith-based are eligible, on the same basis as any other organization, to participate in the HOME program. Organizations that are directly funded under the HOME program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the assistance funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the assistance funded under this part, and participation must be voluntary for the beneficiaries of the assistance provided. A religious organization that participates in the HOME program will retain its independence from Federal, State and local governments, and may continue to carry out its missions including the definition, practice, and expression of religious beliefs, provided that it does not use direct HOME funds to support any inherently religious activities, such as worship, religious instruction or proselytization. An organization that participates in the HOME program assistance

program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. HOME funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those are used for inherently religious activities, HOME funds may not exceed the cost of those portions of the acquisition, construction or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to HOME funds in this part. Sanctuaries, chapels, or other rooms that a HOME-funded religious congregation uses as its principal place of worship, however, are ineligible for HOME-funded improvements.

SECTION 15. LEGAL AUTHORITY

A. CHDO assures and guarantees that CHDO possesses the legal authority to enter into this agreement, receive funds authorized by this agreement, and to perform the services CHDO has obligated itself to perform hereunder.

B. The person or persons signing and executing this agreement on behalf of CHDO, or representing themselves as signing and executing this agreement on behalf of CHDO, do hereby warrant and guarantee that he, she or they have been duly authorized by CHDO to execute this agreement on behalf of CHDO and to validly and legally bind CHDO to all terms, performances, and provisions herein set forth.

C. CHDO shall not employ, award contract to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by the U.S. Department of Housing and Urban Development. In addition, UCP shall have the right to suspend or terminate this agreement if CHDO is debarred, suspended, proposed for debarment, or ineligible from participating in the HOME Program.

SECTION 16. LITIGATION AND CLAIMS

CHDO shall give UCP immediate notice in writing of:

1) Any action, including any proceeding before an administrative agency filed against CHDO in connection with this agreement; and
2) Any claim against CHDO, the cost and expense of which CHDO may be entitled to be reimbursed by UCP. Except as otherwise directed by UCP, CHDO shall furnish immediately to UCP copies of all pertinent papers received by CHDO with respect to such action or Claim.

SECTION 17. CHANGES AND AMENDMENTS

A. Except as specifically provided otherwise in this agreement, any alterations, additions, or deletions to the terms of this agreement shall be requested by CHDO in writing and approved by the UCP Director. The amendment hereto shall be in writing and executed by both parties to this agreement.

B. It is understood and agreed by the parties here to that performances under this agreement must be rendered in accordance with the HOME investment Partnerships Act of 1990, 42 U.S.C. §§12701 et. Seq., the regulations promulgated under such Act, the assurances and

certifications made to UCP by CHDO, and the assurances and certifications made to the United States Department of Housing and Urban Development by UCP with regard to the operation of the HOME Program. Based on these considerations, and in order to ensure the legal and effective performance of this agreement by both parties, it is agreed by the parties hereto that the performances under this agreement are amended by the provisions of the HOME Program, and any amendments thereto and may further be amended in the following manner: The Department of Housing and Urban Development may from time to time during the period of performance of this agreement issue policy directives which serve to establish, interpret, or clarify performance requirements under this agreement. Such policy directives promulgated in the form of HOME Issuances, shall have the effect of modifying the terms of this agreement and shall be binding upon CHDO, as if written herein, provided however that said policy directives and any amendments shall not alter the terms of this agreement so as to release UCP of any obligation specified in Section 5 of this agreement to reimburse costs incurred by CHDO prior to the effective date of said amendments or policy directives.

C. Any alterations, additions, or deletions to the terms of this agreement which are required by changes in Federal law or regulations are automatically incorporated into this agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. The UCP or CHDO may require written changes or amendments to this Agreement when any substantial alterations, additions, or deletions to the terms of this agreement are required by changes in Federal law or regulations.

D. CHDO has provided an estimated Budget and Project Implementation Schedule based upon the proposed construction listed above, which budget and schedule will be attached hereto and made a part hereof for all purposes as Exhibit B.

SECTION 18. SUSPENSION

In the event CHDO fails to comply with any term of this agreement, UCP may, in accordance with 24 CFR 85.43 and upon written notification to CHDO, suspend this agreement in whole or in part and withhold further payments to CHDO, and prohibit CHDO from incurring additional obligations of funds under this agreement.

SECTION 19. TERMINATION

The UCP may terminate this Agreement, in whole or in part, in accordance with 24 CFR 85.43 and this Section 19. UCP may terminate this agreement for convenience in accordance with 24 CFR 85.44. In the event CHDO materially fails as determined by UCP to comply with any term of this agreement, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, UCP may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the CHDO or take more severe enforcement action against CHDO.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the current award for the CHDO program.
4. Withhold further HOME award from CHDO.
5. Take other remedies that may be legally available.

Additionally, this agreement may be cancelled upon thirty-day notice of cancellation upon mutual agreement of the parties.

SECTION 20. AUDIT

A. Unless otherwise directed by UCP, CHDO shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this agreement, subject of the following conditions and limitations:

1. CHDO shall have an audit and/or financial statement made in accordance with 24 CFR 92.506, 24 CFR Part 85.26 or OMB Circular A-133 and the UCP CHDO Policy for any of its fiscal years included within the agreement period specified in Section 2 of this agreement in which CHDO receives more than $500,000 in federal financial assistance provided by a federal agency in the form of grants, agreements, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but federal financial assistance does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of state and local government.

2. At the option of CHDO, each audit required by this section may cover either CHDO's entire operations or each department, agency, or establishment of CHDO which received, expended or otherwise administered federal funds.

3. Notwithstanding Section 5(a)(4), Section 5(a)(5), and Section 6 of this agreement, CHDO may utilize funds budgeted under this agreement to pay for that portion of the cost of such audit services properly allocable to the activities funded by UCP under this agreement, provided however that UCP shall not make payment for the cost of such audit services until UCP has received such audit report from CHDO.

4. Unless otherwise specifically authorized by UCP in writing, CHDO shall submit the report of such audit to UCP within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each federal fiscal period included within the period of this agreement. Audits performed under Subsection A of this Section 20 are subject to review and resolution by UCP or its authorized representative.

5. As part of its audit, CHDO shall verify expenditures according to the Budget attached as Exhibit B.

B. Notwithstanding Subsection A of this Section 20, UCP reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this agreement. CHDO agrees to permit UCP or its authorized representative to audit CHDO's records and to obtain any documents, materials, or information necessary to facilitate such audit. Should an audit not be required by Subsection A of this Section 20, CHDO shall provide an annual audit to UCP of funds received in performance of this Agreement.

C. CHDO understands and agrees that it shall be liable to UCP for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this agreement. CHDO further

understands and agrees that reimbursement to UCP of such disallowed costs shall be paid by CHDO from funds which were not provided or otherwise made available to CHDO under this agreement.

D. CHDO shall take necessary action to facilitate the performance of such audit or audits conducted pursuant to this Section 20 as UCP may require of CHDO.

E. All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

SECTION 21. ENVIRONMENTAL CLEARANCE REQUIREMENTS

A. CHDO understands and agrees that by the execution of this agreement UCP shall assume the responsibilities for environmental review, decision making, and other actions in accordance with and to the extent specified in 24 CFR 92.352 and 24 CFR, Part 58. However, if CHDO has staff experience and/or means to perform the environmental review, CHDO may request in writing, from UCP, approval to perform them.

SECTION 22. LABOR STANDARDS

All laborers and mechanics employed in the rehabilitation of a project assisted under this agreement that contains 12 or more dwelling units shall be paid wages at rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C.§276A-5), and contracts involving their employment shall be subject to the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C.§§327-333). Construction contractors and subcontractors, must comply with regulations issued under these Acts and with other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable.

SECTION 23. SPECIAL CONDITIONS

A. Release of Funds. UCP shall not release any funds for any costs incurred by CHDO under this agreement until UCP has received certification from CHDO that its fiscal control and fund accounting procedures are adequate to assure the proper disbursal of and accounting for funds provided under this agreement.

B. Affordability. Funds provided under this agreement must meet the affordability requirements of the HOME rules for a period of 5 or 10 years (based on the direct HOME subsidy). CHDO agrees to repay all HOME funds governed by this Agreement if the project fails to comply or ceases to comply with the affordability requirements as set forth herein. The affordability requirements must continue to be met throughout the term of the agreement and shall be binding upon the successors, assigns, and transfers of the CHDO as required 24 CFR 92.254. Also, in compliance with 24 CFR 92.254, CHDO shall perform principal residency verifications annually on all properties that are within their affordability periods. The CHDO shall provide a means of enforcement of the affordable housing requirements that may include liens on real property, deed restrictions or covenants running with the land.

C. The UCP has adopted a Recapture Policy that serves to address the continued affordability of housing units acquired with HOME funds. Under the CHDO Program, the homeowner must

occupy the HOME assisted unit as their principal residence for a period of five (5) or ten (10) consecutive years. The UCP will recoup all or a portion of the assistance provided to the homeowner if the homes does not continue to be the principal residence, if the property is sold, if the property is foreclosed upon, or if the client otherwise fails to adhere to program requirements within the affordability time frame. The recapture of HOME funds will be on a pro-rata basis according to the following formula if the "Direct HOME subsidy" assistance if less than $15,000:

- 1st Year – Repayment of the full amount of assistance provided
- 2nd Year – Repayment of 80% of the assistance provided
- 3rd Year – Repayment of 60% of the assistance provided
- 4th Year – Repayment of 40% of the assistance provided
- 5th Year – Repayment of 20% of the assistance provided

In those projects where the "Direct HOME subsidy" is $15,000 up to $40,000, the UCP will enforce a 10-year affordability with a prorating schedule spread over ten years.

- 1st Year – Repayment of the full amount of assistance provided
- 2nd Year – Repayment of 90% of the assistance provided
- 3rd Year – Repayment of 80% of the assistance provided
- 4th Year – Repayment of 70% of the assistance provided
- 5th Year – Repayment of 60% of the assistance provided
- 6th Year – Repayment of 50% of the assistance provided
- 7th Year – Repayment of 40% of the assistance provided
- 8th Year – Repayment of 30% of the assistance provided
- 9th Year – Repayment of 20% of the assistance provided
- 10th Year – Repayment of 10% of the assistance provided

If net proceeds from the sale or foreclosure are not sufficient to repay the UCP, in accordance with the appropriate schedule above, the UCP will accept the amount of the net sales proceeds as the amount to be recaptured and thereby satisfy all programmatic requirements – as allowed by 24 CFR 92.254(a)(5)(ii)(A).

D. Property Standards. CHDO shall ensure that all Housing assisted with funds provided under this agreement shall meet the requirements of 24 CFR 92.251.

E. Affirmative Marketing. CHDO shall adopt and submit for UCP's approval affirmative marketing procedures and requirements, not later than 30 days after the date this agreement is executed. The affirmative marketing procedures and requirements shall include, but need not be limited to, those specified in 24 CFR 92.351. UCP will assess the efforts of the CHDO's during marketing of the units by use of compliance certification or personal monitoring visit to the project at least annually. Where a CHDO fails to follow the affirmative marketing requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions the UCP may deem necessary. CHDO must provide UCP with an annual assessment of the affirmative marketing program of the development. The assessment must include:

1. Method used to inform the public and potential homebuyers about federal fair housing laws and affirmative marketing policy. CHDO's advertising vacant units must include

the equal housing opportunity logo or statement. Advertising media may include newspaper, radio, television, brochures, leaflets, or may involve simply a sign in a window. CHDO may wish to use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.

2. Records describing actions taken by the CHDO to affirmatively market units and records to assess the results of these actions. CHDO must maintain a file containing all marketing efforts (i.e. copies of newspaper ads, memos of phone calls, copies of letters) to be available for inspection at least annually by UCP.

3. CHDO shall solicit applications for vacant units from persons in the housing market who are least likely to apply for the rehabilitated housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhood in which the rehabilitated building is located shall be considered those least likely to apply.

4. CHDO shall maintain a listing of all homebuyers residing in each unit through the end of the compliance period. Compliance period is as stated in 24 CFR 92.508(4) and (7)(c)(2), "records must be retained for a five years after the project completion date, except for documents imposing recapture restrictions which must be retained for five years after the affordability period terminates."

F. Reversion of Assets. When applicable, upon termination of this Agreement, all funds remaining on hand on the date of termination, and all accounts receivable attributes to the use of funds received under this agreement shall revert to UCP. CHDO shall return these assets to UCP within seven (7) business days after the date of termination.

G. Enforcement of Agreement. CHDO shall provide UCP with a legally enforceable agreement to enforce the affordability requirements of Subsection B of this Section 23. CHDO shall record said agreement in the real property records of the county where the project is located and return the original document, duly certified as to recordation by the appropriate county official, to the UCP within two business days of closing.

H. Flood Insurance. Funds provided under this agreement may not be used in connection with acquisition or rehabilitation of a development located in an area identified by the Federal Emergency Agency (FEMA) as having special flood hazards, unless the locality in which the site is located is participating in the National Flood Insurance Program.

I. Displacement, Relocation, and Acquisition. CHDO must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this agreement. CHDO must comply with the applicable provisions of 24 CFR 92.353.

SECTION 24. INSURANCE

A. Insurance. CHDO shall have in force throughout the term of this Agreement insurance coverage consistent with the requirement in Exhibit E. A certificate to that effect will be provided to the County of Hidalgo/UCP at least ten (10) days prior to start of construction.

B. Notice to the UCP. CHDO shall require its insurance policies to provide that the HOME Manager of the UCP shall be given thirty (30) days advance notice by the insurer prior to cancellation, nonrenewal, or material change of the insurance policies required by this Section 24. The insurer shall be subject to approval by the UCP.

C. Failure to maintain required insurance will be cause for the UCP to take control of the Housing UNITS and will cancel any claim that CHDO may have to the use of the Housing UNITS. CHDO shall provide UCP with certificates of insurance reflecting all coverages required in Exhibit E , and shall, upon request of UCP, promptly provide UCP with copies of the insurance policies.

D. Right to Re-evaluate and Adjust Limits. The UCP shall retain the right to reevaluate the insurance requirements and adjust the coverage limits upon thirty (30) days written notice. Insurance coverage limits shall be adjusted no more frequently than once a year.

SECTION 25. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the parties to this agreement relating to the subject matter of this agreement that were made prior to the execution of this agreement have been reduced to writing and are contained in this agreement.

B. The attachments enumerated and denominated below are hereby made a part of this agreement, and constitute promised performances by CHDO in accordance with Section 4 of this agreement;

1. Exhibit A, Performance Statement
2. Exhibit B, Budget and Project Implementation Schedule
3. Exhibit C, Applicable Laws and Regulations
4. Exhibit D, Certifications
5. Exhibit E, Insurance Requirements

SECTION 26. JURISDICTION AND VENUE

The laws of the State of Texas shall apply to any dispute arising under this Agreement. For purposes of litigation pursuant to this agreement, venue shall lie in the County of Hidalgo, Texas where this Agreement was entered into and shall be performed.

SECTION 27. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

CHDO shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders and decrees of any court or administrative body or tribunal related to the activities and performances of CHDO under this agreement. Upon request by UCP, CHDO shall furnish satisfactory proof of its compliance herewith.

SECTION 28. MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

A. **Requesting Price Adjustment**: Upon written request of the CHDO to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A CHDO must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the CHDO of the price changes.
- The CHDO must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the CHDO or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

B. **Price Reduction**: CHDO shall notify the County at the time when the CHDO's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the CHDO to notify the County of a decrease in costs for items and/or supplies for which the CHDO was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the CHDO the difference between the contract price and the price adjustment.

C. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a CHDO notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the CHDO is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the CHDO at any time upon written notice from the County to the CHDO

demonstrating justification for such reduction, elimination or extension of the price adjustment.

D. **Allowable Review Periods**: Price adjustment reviews may only be requested by the CHDO on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

E. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

SECTION 29. REMEDIES

It is expressly understood and agreed by the parties hereto that any right or remedy provided for in this Section 29 or in any other provision of this agreement shall not preclude the exercise of any other right or remedy under this agreement or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

Executed this 1st day of March, 2011.

ATTEST:
Hidalgo County, Urban County Program

UCP Director

Proyecto Azteca, Inc.

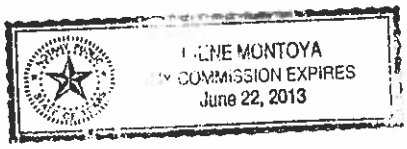
CHDO Director

ACKNOWLEDGEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF HIDALGO §

This instrument was acknowledged before me on March 1, 2011 by Ann Cass as Director of Proyecto Azteca, Inc., a Texas nonprofit corporation, on behalf of said corporation.

(seal)



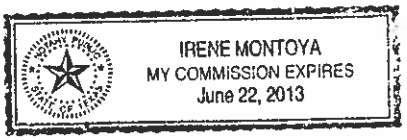
NOTARY PUBLIC, State of Texas
NAME: Irene Montoya
My Commission Expires: June 22, 2013

ACKNOWLEDGEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF HIDALGO §

This instrument was acknowledged before me on March 1, 2011 by Diana R. Serna as Director of the Hidalgo County Urban County Program .

(seal)



NOTARY PUBLIC, State of Texas
NAME: Irene Montoya
My Commission Expires: June 22, 2013

EXHIBIT A

PERFORMANCE STATEMENT

A. CHDO shall construct eight (8) 2, 3 and 4 bedroom brick veneer units of affordable housing to low-income qualified first time homebuyers. Homes will range between 1,398 and 1,721 square feet.

Type of Home	Total Area (Sq. ft.)
2 bedroom 1 bath,	816 sq ft
3 bedroom 1 bath,	864 sq ft
4 bedroom 2 bath,	1,152 sq ft

B. In this agreement low and moderate income families is defined in accord with Title 24 CFR 92.2 and calculated based on 24 CFR 92.203(b)(1), ("Housing"), such dwellings to be located in the County of Hidalgo (with the exception of the city limits of Edinburg, Pharr, McAllen and Mission), Texas, as described in Exhibit A.

C. CHDO will provide eight (8) mod.-income (60% or less area median income), working families with homebuyer education, general construction services and long-term flexible financing.

F. CHDO will target eight (8) families at or below 60% of the area median income.

G. CHDO will leverage seventy-two thousand eight hundred and forty-seven dollars ($72,847.00) in other funds for below-market mortgages.

EXHIBIT B

BUDGET AND PROJECT IMPLEMENTATION SCHEDULE

*Detailed Project Budget *These numbers indicate estimated costs.*		
	Cost	Funding Source
PREDEVELOPMENT		
Appraisal		
Environmental Review		
Engineering		
Survey		
Architrctural		
Total Predevelopment and development		
ACQUISITION	96,000	
Site and/or land		
Other		
TOTAL	96,000	'10 HOME Funds
CONSTRUCTION		
Infrastructure		
Site Work		
Demolition		
Concrete		
Masonry		
Rough Carpentry		
Waterproofing & Insulation		
Roofing		
Plumbing/Hot Water		
HVAC		
Electrical		
Doors/Windows/Glass		
Drywall & Acoustical		
Tile Work		
Soft & Hard Floor		
Paint/Decorating/Blinds		
Specialties/Special Equipment		
Cabinetry/Appliances		
Carpet		
Other – Sweat Equity	44,000	
Sub-Total HOME Funds	298,624	'10 HOME Funds
Total Construction	342,624	
Soft & Carrying Costs		
Legal		
Audit/Accounting		
Title/Recording		
Architectural(Inspections)		
Construction Period Insurance		
Construction Period Taxes		
Marketing		
Other – Permits	5,376	'10 HOME Funds
Total Soft & Carrying Costs		
Administrative	28,372	USDA/PA discretionary funds
TOTAL	472,372	

CONSTRUCTION SCHEDULE

ACTIVITY	DATE(S)
Acquisition	May 2011
Environmental review	March - November 2012
Securing and Packaging project financing	March 2011
Securing pre-qualified prospective buyers	March 2011 and ongoing
Homeownership counseling	May 2011 and ongoing
Construction Specifications and Cost Est.	April 2011
Construction Bids	May 2011
Anticipated Draws	May 2011 ongoing
Construction Start	June 2011 and ongoing to end of project period
End Construction	End of project period February 2013
Sign Sales Contract	September 2011 ongoing
Close on Home Sale(s) (Single Family Const. Projects	October 2011 until close of project period 2013

EXHIBIT C

OTHER FEDERAL REQUIREMENTS

1. Compliance with Federal Laws and Regulations. CHDO agrees to comply with all federal laws and regulations applicable to HOME and to the services and work covered under this Agreement.

2. Applicable Federal Civil Rights Laws and Executive Orders. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD. In providing the services and work set forth in this Agreement, CHDO will carry out its work in a manner which will permit full compliance by UCP with the following, and CHDO shall strictly adhere to the following:

   a. Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall be excluded on the basis of race, color or national origin, from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

   b. Section 109 of the Housing and Community Development Acts of 1974 and 1977, as amended, which provide that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available pursuant to said Acts.

   c. Title VIII of the Civil Rights Act of 1968, which mandates affirmative action toward furthering fair housing (in sale or rental of housing, financing of housing and provision of brokerage services) throughout the United States;

   d. Executive Order 11063, which provides for equal opportunity in housing and related facilities provided by federal financial assistance;

   e. Executive Order 11246, which provides that there shall be no discrimination in employment under federally assisted construction.

   f. Section 3 of the Housing and Urban Development Act of 1968, which provides for training, employment, and contracting Opportunities for business and lower income persons assurance of compliance.

      (1) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

(2) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department of Housing and Community Development issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(3) CHDO will send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advertising to the said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(4) CHDO will include these Section 3 clauses in every contact and subcontract for work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that any CHDO or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135, and will not let any contract unless CHDO or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(5) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Rehabilitation Contract shall be a condition of the federal financial assistance provided to the project, binding upon CHDO, its successors, and assigns. Failure to fulfill these requirements shall subject CHDO, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135 which provides that, to the greatest extent feasible, opportunities for training and employment shall be given to lower-income residents of HUD-assisted project areas, and that contracts for work in connection with such projects be awarded to business concerns which are located in, or are owned in substantial part by, persons residing in the area of the Program.

g. Section 504 of the Rehabilitation Act of 1973 (prohibits discrimination based on physical handicap) (Pub.L. 93-112), as amended, and implementing regulations when published for effect.

The Age Discrimination Act of 1975, as amended (Pub.L. 94-135), and implementing regulations when published for effect.

i. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 24 CFR Part 42.

j. The requirements relating to minority and women's business enterprises set forth in Executive Order No. 11625 of October 13, 1971, 36 Fed. Reg. 1967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; and Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg. 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 23637.

k. The Uniform Federal Accessibility Standards set forth in 24 CFR, Part 40, Appendix A.

The provisions of 24 CFR, Part 24, relating to the employment, engagement of services, awarding of contracts, or funding of any CHDOs or subcontractors during any period of debarment, suspension or placement in ineligibility status.

m. The provisions of 24 CFR, Part 570, relating to compliance with applicable uniform administrative requirements in acceptance and use of funds, as described in Section 570.502 (this document is available at the UCP office).

The provisions of 24 CFR, Part 570, relating to compliance with: 1) OMB Circular A-110 which sets standards for uniform administrative requirements for grants to non-profit organizations; and 2) OMB Circular A-122, which provides a set of cost principles for determining costs of grants and other agreements with non-profit organizations.

3. Nondiscrimination Under Title VI of the Civil Rights Act of 1964. CHDO under this Agreement shall be subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR, Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, CHDO shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer prohibiting discrimination upon the basis of race, color, religion, sex or national origin, in the sale, lease or rental, or in the use of occupancy of such land or any improvements erected or to be erected thereon, and providing that CHDO and the United States are beneficiaries of and entitled to enforce such covenant. CHDO, in providing the services and work it is to provide pursuant to this Agreement, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. Equal Employment Opportunity. In providing the work and services herein specified, CHDO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CHDO 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. CHDO shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or the UCP setting forth the provisions of this nondiscrimination clause. CHDO shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. CHDO shall incorporate the foregoing requirements of this Paragraph 4 in all of its

contracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.

CHDO shall also maintain records containing:

a. Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with HOME or other Federal funds. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. No CHDO is required to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

b. Documentation of actions undertaken to meet the requirements of 8 570.607(b) which implements section 3 of the Housing Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

c. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of $25,000 or more paid, or to be paid, with HOME or other Federal funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of recipient's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special out-reach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.

5. Lead-Based Paint Hazards. Assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations at 24 CFR Part 35, hereby incorporated and made a part of this Agreement by reference. Any funding commitments made by UCP or CHDO shall be made subject to the provisions for the elimination of lead-based paint hazards under subpart B of said regulations.

6. Flood Disaster Protection. Notwithstanding any other provision of this Agreement, CHDO shall comply with the Flood Disaster Protection Act of 1973, as amended (P.L. 93-234), and the standards issued thereto. No portion of the monies to be paid to CHDO pursuant to this Agreement shall be used for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in an area not in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any of said monies for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001, et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973, as amended. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

7. Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from same.

8. Conflict of Interest. No officer, employee, or agent of CHDO who exercises any functions or responsibilities with respect to the HOME Program or to the services and work to be performed by CHDO pursuant to this Agreement, during such officer's employee's, or agent's tenure or for one (1) year thereafter, shall have any personal or financial interest or benefit, direct or indirect, in this Agreement or the proceeds thereof. CHDO shall incorporate or cause to be incorporated in every contract required to be in writing a provision prohibiting such interest pursuant to the purposes of this Section.

9. Prohibition Against Payments of Bonuses or Commissions. The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purposes of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Acts of 1974 or 1977, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

10. Copyrights. If this Agreement results in a book or other copyrightable material, the author is free to copyright the work, but HUD reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

11. Patents. Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to UCP and HUD for determination by HUD as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including the rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

12. Political Activity.

    a. Political Reform Act. CHDO shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified at

Texas Government Code Section 87000, et seq.). CHDO will promptly advise UCP of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

b. Partisan Activity Prohibited. No funds provided in this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services, or for the employment or assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to this Agreement with the following: (1) any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office; (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or (3) any voter registration activity.

   Participants employed in the administration of UCP's programs funded by HOME or other Federal funding, and participants whose principle employment is in connection with an activity financed by HOME or other Federal funding or resultant proceeds are subject to limitation on political activities under the Hatch Act (U.S.C. 1502(a), 18 U.S.C. 595). All participants may take part in nonpartisan activities outside working hours.

c. Lobbying Prohibited. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress.

13. Guidelines on Church-Related Activities.

a. Construction or Rehabilitation of Facilities. HOME or other Federal funding recipients shall not use any funds to construct, rehabilitate, maintain, or restore religious structures (including those which may be historic properties) currently used for religious purposes. Block Grant funds shall not be used to construct, rehabilitate, maintain, or restore structures or other real property owned by "pervasively sectarian" organizations. Block Grant funds shall not be used to assist a religious organization in acquiring property. These prohibitions apply whether or not the property is used for religious services or instruction or is used in any other way for religious activities.

14. Property Standards

In accordance with 24 CFR 92.251, housing that is newly constructed with HOME funds must meet all applicable local codes, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the, Model Energy Code published by the Council of American Building Officials. The CHDO must assure that unit design specifications and necessary inspections of each unit is conducted to meet compliance requirements. File documentation must demonstrate compliance.

15. Environmental Requirements

Notwithstanding any provisions of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Participating Jurisdiction of a release of funds from the U.S. Department of Housing and Urban Development under 24CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the Participating Jurisdiction's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

END CONDITIONS OF FEDERAL FUNDING

EXHIBIT D

Certification Regarding Lobbying for Agreements, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of its knowledge and belief, that:

1. 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 any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal agreement, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal agreement, grant loan, or cooperative agreement, the undersigned shall complete and submit standard form –LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subagreements, subgrants, and agreement under grants, loans and cooperative agreements) and that CHDOs certify and disclose accordingly.

This certification is material representation of fact 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 31 U.S.C. § 132. 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.

Proyecto Azteca, Inc.

Signed: Carol Ann Cass

Director

March 1, 2011

Date

EXHIBIT E

INSURANCE REQUIREMENTS

1. CHDO Insurance. CHDO, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects UCP and any insurance or self-insurance maintained by UCP shall be excess of CHDO's insurance coverage and shall not contribute to it.

2. Subcontractor(s) Insurance. If CHDO utilizes one or more subcontractors in the performance of this Agreement, CHDO shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CHDO in this Agreement.

3. Types of Insurance and Minimum Limits. The following types of insurance and minimum limits are required for at least the following minimum coverage and limits of liability.

   a. Worker's Compensation written in accordance with the laws of the State of Texas and providing coverage for any and all employees of CHDO in the minimum statutorily required coverage amounts.

   b. Automobile Liability Insurance for each of CHDO's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CHDOs employees or contractors), leased or hired vehicles, in the minimum amount of $300,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle used by CHDO is not a material part of performance of this Agreement and CHDO and UCP both certify to this fact.

   c. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of $300,000 combined single limit, including coverage for:

      (1) Bodily injury.
      (2) Personal injury.
      (3) Broad form property damage.
      (4) Contractual liability.
      (5) Cross-liability.

4. Other Insurance Provisions.

   a. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CHDO agrees to maintain the required coverage for duration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CHDO may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of

interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

5. Endorsements.

a. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause, with the exception that Endorsement (ii), providing for 30-day notices, is the only endorsement required to be made a part of the Worker's Compensation and Employers' Liability policy coverage.

(1) "The County of Hidalgo, its employees, officers, agents and volunteers are hereby added as additional insurers, but only as respects work done by, for, or on behalf of the named insured under Agreement with the County of Hidalgo."

(2) "Thirty (30) days prior written notice shall be given to the County of Hidalgo in the event of cancellation, reduction in coverage, or non-renewal of this policy for whatever reason."

6. Proof of Coverage.

a. CHDO agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide UCP on or before the effective date of this Agreement with Certificate of Insurance for all required coverages. Copies of all the required Endorsements required above shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the County of Hidalgo, which shall be provided by CHDO's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the County of Hidalgo at the following address:

HOME Coordinator
County of Hidalgo
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

END INSURANCE REQUIREMENTS

Hidalgo County Urban County Program
Community Housing Development Organization (CHDO)Certification

Affidavit of Standards for Financial Management Systems

Date: March 1, 2011

Affiant: Ann Cass

Recipient: Proyecto Azteca, Inc.,

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. Affiant is the Director, President AND/OR Chief Financial Officer of the Recipient and is authorized to make this affidavit on behalf of Recipient.
2. Recipients' financial management systems conform to the financial accountability standards set forth in 24 CFR 84.21, by providing for and incorporating the following:

    a. Accurate, current and complete disclosure of the financial results of each federally-sponsored project;
    b. Records, which identify the source and application of funds for federally-sponsored activities. These records contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest;
    c. Control over and accountability for all funds, property and other assets; adequate safeguards of all such assets shall be adopted to assure that all assets are used solely for authorized purposes;
    d. Comparison of outlays with budget amounts for each award;
    e. Written procedures to minimized the time elapsing between the receipt of funds and the issuance of redemption of checks for program purposes by the recipient;
    f. Written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of Federal cost principles [Circular A-122] and the terms and conditions of the award;
    g. Accounting records, including cost-accounting records, that are supported by source documentation.

Affiant signature: Carol Ann Cass

Title: EXECUTIVE DIRECTOR

Subscribed and sworn before me on the 1st day of March, 20 11,

by Carol Ann Cass, on behalf of Proyecto Azteca.

Notary Signature

My commission expires: June 22, 2013

Seal:

IRENE MONTOYA
MY COMMISSION EXPIRES
June 22, 2013

Addendum
FY 2010 Contract Extension
PROYECTO AZTECA

Right of Exercise

County and CHDO, hereby attach as an addendum to the 2010 HOME Contract the following:

Due to a mandated halt in all Urban County Program homebuyer programs, the Urban County Program is granting an extension to the 2010 CHDO Agreement with the Proyecto Azteca. The original contract expiration date is February 28, 2013. This amendment to the contract will allow for a **new contract expiration** date of **October 27, 2013.**

County does hereby commit to allow for this extension.

County:
HIDALGO COUNTY
Diana R Serna
Name

URBAN COUNTY PROGRAM DIRECTOR
Title

2. 15. 12
Date

CHDO:
PROYECTO AZTECA
Ann Williams Cass
Name

DIRECTOR
Title

2/10/12
Date

STATE OF TEXAS {
COUNTY OF HIDALGO {

Diana R. Serna, personally appeared before me and declared that he/she signed this agreement in the capacity designated, if any, and further states he/she has read the above agreement, and the statements contained therein contained are true.

Subscribed and sworn before me this 15th day of February, 2012.

Notary - Signature

IRENE MONTOYA
MY COMMISSION EXPIRES
June 22, 2013

STATE OF TEXAS {
COUNTY OF HIDALGO {

Ann Williams Cass, personally appeared before me and declared that he/she signed this agreement in the capacity designated, if any, and further states he/she has read the above agreement, and the statements contained therein contained are true.

Subscribed and sworn before me this 10th day of February, 2012.

Notary - Signature

IRENE MONTOYA
MY COMMISSION EXPIRES
June 22, 2013

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No. 90463

Michelle

Date: January 4, 2012

Meeting Date Request: January 24, 2011

Deadline for Action: January 24, 2011

Contact Person: Diana R. Serna, Director

Department: Urban County Program

Phone: (956) 787-8127 Fax: (956) 787-6291

Diana R. Serna, Urban County Director DRS

Caption:
Requesting approval of an eight (8) month extension for three (3) Urban County Program - Community Housing Development Organization (CHDO) contracts

Background:

In June of 2011, the U.S. Department of Housing and Urban Development (HUD) completed a review of the Consolidated Plan submitted by the Urban County Program. Due to this review, HUD halted UCP's homebuyer program in July 2011. As per the report, the UCP was advised to re-evaluate and revise its current recapture policy including lien documents. All pertinent documents and policies were revised and the freeze was lifted December 2011. Three open contracts were directly affected by this freeze. The UCP recommends an extension to each contract in order to ensure successful project completion by both Affordable Homes of South Texas, Inc. (AHSTI) and Proyecto Azteca. The contract information is as follows:

CHDO Name	*Fiscal Year*	*Amount*	*Contract Date*	*Original Contract Exp.*	*New Contract Exp.*
Proyecto Azteca	2009	$1,000,700	Sept 28, 2009	Sept 27, 2011	May 26, 2012
Proyecto Azteca	2010	$400,000	Mar 1, 2011	Feb 28, 2013	Oct 27, 2013
AHSTI	2010	$1,000,000	Jan 14, 2011	Jan 13, 201[illegible]	Sept [illegible]2, 2013

JAN 24 2012

COMPLIANCE DIVISION MANAGER: MR

FINANCE MANAGER: fmm

Please Initial for Approval:
Legal Council _____
Dept. / Fund No: _____
Amount Code: _____
Comments:

Budget _____
Amt. Expended: $ _____
Impact on Future Budget: Yes _____ No

Human Resources
Funds /Staffing Budgeted : Yes ___ No

APPROVED Co. Comm. Ct.
DATE 1/24/12 DRS

Action Taken by Commissioners' Court:
Approved _____ Tabled _____ Denied _____ Motion Made by _____ Seconded _____ Vote_____

ADDENDUM TO CONTRACT

PROYECTO AZTECA
FY 2010

AMENDMENT TO CONTRACT

County and CHDO, hereby attach an addendum to the CHDO FY 10 Contract as follows:

This will allow for an amendment to 2010 Contract between the Urban County Program and Proyecto Azteca. This amendment will allow for an increase in funding in the amount of $100,000.

County and CHDO do hereby agree to a new contract amount of $500,000, for Fiscal Year 2010.

County:	CHDO:
HIDALGO COUNTY	***PROYECTO AZTECA***
_____	_____
Name	Name
URBAN COUNTY PROGRAM DIRECTOR	DIRECTOR
Title	Title
_____	_____
Date	Date

STATE OF TEXAS {
COUNTY OF HIDALGO {

DIANA R. SERNA, personally appeared before me and declared that she signed this agreement in the capacity designated, if any, and further states he/she has read the above agreement, and the statements contained therein contained are true.

Subscribed and sworn before me this _____ day of _____, 2013.

_____
Notary - Signature

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

ANN WILLIAMS CASS, personally appeared before me and declared that he/she signed this agreement in the capacity designated, if any, and further states he/she has read the above agreement, and the statements contained therein contained are true.

Subscribed and sworn before me this _____ day of _____, 2013.

_____
Notary - Signature

AI-37782 **Urban County 14. F.**

CC REGULAR

Meeting Date: 04/02/2013

Submitted For: Steve de la Garza **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request approval to increase the 2011 HOME Community Housing Development Organization (CHDO) Contract between the Urban County Program and Proyecto Azteca

BACKGROUND

The Urban County Program HOME allocation for FY 2011 is $2,621,620. A total of $1,400,000 was set-aside in order to award funds through a request for proposals process, to local Community Housing Development Organizations (CHDO). One of the CHDO projects set to be awarded with FY 2011 funds did not move forward due to unforeseen circumstances. In order to ensure the balance of these funds is utilized in a timely manner, the UCP requests approval to reallocate $110,000 to the Proyecto Azteca FY 2011 CHDO contract, as supplemental funding.

Current Open Contract		Proposed Increase		Amended Contract	
Fiscal Year	**Amount**	**Fiscal Year**	**Amount**	**Fiscal Year**	**Amount**
2011	$450,000	2011	$110,000	2011	$560,000

Attachments

CHDO agreement Exhibits

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/19/2013 03:29 PM
Purchasing Department	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Mary Flores Started On: 03/19/2013 03:14 PM

Final Approval Date: 03/28/2013

CHDO AGREEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF HIDALGO §

PARTIES TO AGREEMENT

This agreement is made and entered into by and between the County of Hidalgo – Urban County Program (UCP) and Proyecto Azteca Inc. , a nonprofit corporation organized under the laws of the State of Texas, hereinafter referred to as a Community Housing Development Organization, (CHDO). This agreement shall commence on this 10th day of February , 2012 and shall terminate on February 9, 2019, unless otherwise specifically provided by the terms of this agreement. UCP agrees to grant CHDO $450,000 utilizing FY 2011 HOME funds, subject to the conditions of this agreement. The parties hereto have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks described herein.

WITNESSETH:

WHEREAS, UCP has entered into an Agreement to receive funds under the HOME Investment Partnerships Program (hereinafter called the "HOME" Program) from the US Department of Housing and Urban Development (hereinafter called "HUD"); and

WHEREAS, UCP has set aside a portion of its HOME Program's funds for community housing development organizations in accordance with the National Affordable Housing Act of 1990, as amended, (hereinafter called the "Act"); and

WHEREAS, UCP has designated the above named organization as a community housing development organizations or CHDO pursuant to HUD rule 24 CFR Part 92 which sets forth regulations to implement the HOME Program; and

WHEREAS, UCP desires to engage the CHDO to render certain assistance as a developer of housing in conformance with 24 CFR Part 92.300;

NOW, THEREFORE, the parties hereto do hereby agree as follows:

SECTION I

PROJECT DESCRIPTION AND BUDGET

A. CHDO PERFORMANCE

1. CHDO shall construct six (6) 2-4 bedroom single-family housing units of affordable housing to moderate/low-income qualified first time homebuyers. Homes will range between 1,171 and 1,535 square feet.

Type of Home	Total Area (Sq. ft.)	Total Living Area (Sq. ft.)
2 bedroom 1 bath,	1,171 sq ft	936 sq ft
3 bedroom 1 bath,	1,379 sq ft	1,144 sq ft
4 bedroom 2 bath,	1,535 sq ft	1.300 sq ft

2. In this agreement low and moderate income families is defined in accord with Title 24 CFR 92.2 and calculated based on 24 CFR 92.203(b)(1), ("Housing"), such dwellings to be located in the County of Hidalgo (but not within the city limits of Edinburg, Pharr, McAllen and Mission), Texas.

3. CHDO will provide one (1) low-income (80%-61% area median income), qualified buyers with homebuyer education, down payment assistance, general construction services and long-term flexible financing.

4. CHDO will target four (4) families within 60%-40% of the median income.

5. CHDO will leverage $105,500 in public and private financing for below-market mortgages.

B. BUDGET

	HOME Funds	Leverage Funds	Total Cost
Pre-Development	$		$
Acquisition	$	57,500	$ 57,500
Construction	$ 268,250	27,500	$ 295,750
Developer's Fee (_____%)	$ 31,750		$ 31,750
Hard Costs	$	20,500	$ 20,500
Soft Costs	$		

C. PROJECT SCHEDULE

Activity	Date(s)
Environmental Review	Start of Contract
Acquisition	Start of Contract
Securing/Packaging Project Financing	Start of Contract – May 2012
Securing Pre-qualified Prospective Buyers	March 2012 – May 2012
Homeownership Counseling	April – December 2012
Construction Specifications and Cost Estimates	Start of Contract
Anticipated Draws	February 2012 - End of Contract
Construction Start	February 2012
End Construction	December 2013
Sign Sales Contract	June 2013
Sale/Loan Closing	May 2012 – December 2013

D. UCP OBLIGATIONS

1. Measure of Liability

In consideration of full and satisfactory performance of the activities referred to in Section I(A) of this agreement, UCP shall make payment under the grant for the actual and reasonable costs incurred by CHDO during the agreement period for performance rendered under this agreement by CHDO, subject to the limitations set forth in this Section I.

a. It is expressly understood and agreed by the parties hereto that UCP's obligations under this Section I(D) are contingent upon the actual receipt of adequate federal funds to meet UCP's liabilities under this agreement and other agreements pursuant to the HOME Program. If adequate funds are not available to make all payments under this agreement and the other HOME Program agreements, UCP shall notify CHDO in writing within a reasonable time after such fact is determined, UCP may then terminate this agreement and will not be liable for failure to make payments to CHDO under this agreement.

b. UCP shall not be liable to grant CHDO money for any costs incurred by CHDO, or any portion thereof, which have been paid to CHDO or is subject to payment to CHDO, or has been reimbursed to CHDO or is subject to reimbursement to CHDO by any source other than UCP.

c. UCP shall not be liable to grant CHDO money for any costs incurred by CHDO which are not allowed costs, as set forth in 24 CFR 92.206 and Section I(B) of this agreement. Funds provided under this agreement may not be used for payment of prohibited activities as defined in 24 CFR 92.214.

d. UCP shall not be liable to grant CHDO money for any costs incurred by CHDO or for any performances rendered by CHDO which are not strictly in accordance with the terms of this agreement.

e. UCP shall not be liable to grant CHDO money for any costs incurred or performances rendered by CHDO before commencement of this agreement or after termination of this agreement.

f. UCP shall not be liable to grant CHDO money for any costs incurred by CHDO for any costs incurred by CHDO for any housing unit(s) that exceeds the per-unit subsidy dollar limitation established under Section 221(d)(3) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)).

2. Limit of Liability

Notwithstanding any other provision of this agreement, the total of all payments and other obligations incurred by UCP under this agreement shall not exceed the sum of $300,000.

SECTION II

COMPLIANCE

The project shall be administered in accordance with, and CHDO shall comply with, the HOME Investment Partnerships Act at title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, 42 U.S.C. 12701 et seq. and implementing federal regulations contained in 24 CFR Part 92; UCP HOME Division Community Housing Development Organizations Policies Manual (as it may be amended by UCP, the "CHDO Policy Manual") and the FY 2011 CHDO Proposal. CHDO shall also perform all activities in accordance with the terms of Performance Statement (Section I.A), Budget (Section I.B), Project Schedule (Section I.C), Certifications ("Exhibit A"); and all other statements made by CHDO in its proposal for the project funded under this agreement; and with all other terms, provisions, and requirements set forth in this agreement.

A. AFFORDABILITY

The UCP will enforce the Recapture Policy as defined in Section IV.E of the CHDO Policy Manual in order to address the continued affordability of housing units acquired with HOME funds.

1. CHDO shall utilize the Homebuyer Contract, Second Lien Deed of Trust and a Real Estate Lien Note to address key recapture provisions such as affordability period, principal residency and transfer of title to property. All documents shall provide that the CHDO's rights transfer to UCP in the event the CHDO ceases operating as a CHDO under the HOME Program, merges with another entity (without the prior written consent of the UCP to continue this agreement with such merged entity), terminates, dissolves, liquidates or its existence as an entity is otherwise forfeited. CHDO shall cause the Deed of Trust to be promptly recorded in the real property records of the Hidalgo County Clerk and promptly return the original, recorded document to the UCP.

2. CHDO shall conduct principal residency verifications on HOME assisted units throughout the duration of the affordability period.

3. CHDO shall utilize the HOME-Assisted Unit Tracking Report as a tracking mechanism for principal residency.

4. CHDO shall ensure that all or a portion of HOME assistance is recouped should the unit cease to be the home owner's principal residence dependant upon the type of loan the home owner has received. The CHDO must require the home owner repay the entire HOME investment as follows:

    a. If given a forgivable loan, the UCP will require that the entire HOME investment is returned.

    b. If the loan is amortized, the home owner will be liable to return the total HOME investment minus any HOME principle payments paid to date.

All such funds shall be paid to the UCP.

5. CHDO shall ensure fulfillment of the "*Owner Investment Returned First*" recapture option by allowing the owner to recover their full investment (the home owner's original downpayment plus principal payments the owner made on the loan) from net proceeds in the event that there is a voluntary or involuntary transfer of title.

6. CHDO understands that it is the CHDO's obligation to ensure the UCP is paid the total amount of all funds that are to be recaptured.

7. CHDO shall have the "*right of first refusal*" to repurchase the property in case of voluntary or involuntary transfer of title.

8. CHDO shall not allow a loan payoff by the client before the affordability period is over and will only accept such transaction, which will be handled on a case by case basis, if there is an involuntary transfer of title.

9. CHDO shall clearly explain all affordability requirements as listed under this Section II.A (1-8) at loan closing and obtain an affidavit signed by the homebuyer as evidence of their understanding of and commitment to these obligations.

10. At UCP's option, the UCP may take a lien on real property purchased by the CHDO for home ownership projects and/or liens on individual home buyer's property to secure the UCP's investment during the Affordability Period, which lien will be released following the end of the affordability period. CHDO shall not acquire any real property with funds obtained pursuant to this agreement or subsequently transfer any such property to a home buyer without confirming whether the UCP will place a lien on the real property and, if so, executing and recording the appropriate lien documentation.

B. CHDO PROCEEDS

The HOME Final Rule, 24 CFR 92.300(a)(2), allows UCP the option of permitting CHDOs to retain any "proceeds" resulting from the CHDO's investment of its CHDO set-aside funds or requiring the CHDO to return these proceeds to the participating jurisdiction – which will be categorized as program income. CHDO Proceeds include, but are not limited to, the permanent financing of a CHDO project which is used to pay off a CHDO financed construction loan; the sale of CHDO developed homeownership housing; the principal and interest payments from a loan to a buyer of CHDO developed homeownership housing. All CHDO proceeds shall be retained by the CHDO however must be re-invested by CHDO and applied towards housing activities for low and moderate income individuals and families including, but not limited to, acquisition, construction and rehabilitation of home ownership projects. The CHDO shall submit CHDO Proceeds reports as described within Sections IV.D.2 & IV.E.1.b.

C. RETENTION AND ACCESSIBILITY OF RECORDS

1. CHDO shall maintain records of the receipt, accrual, and disposition of all CHDO Proceeds as required for all funds under this agreement.

2. CHDO must establish and maintain those records listed under 24 CFR 92.508 and other records as may be determined by UCP.

3. CHDO shall give the UCP, the Comptroller of the United States, or any of their duly authorized representatives, access to and the right to examine all books, accounts,

records, reports, files, and other papers, things, or property belonging to or in use by CHDO pertaining to this agreement. Such right to access shall continue as long as the records are retained by CHDO. CHDO agrees to maintain such records in an accessible location.

4. All records pertinent to this agreement shall be retained by CHDO for five years following affordability period or of submission of the final closeout reports, whichever is later, with the following exceptions:

   a. If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

   b. Records relating to real property acquisition shall be retained for the period of affordability required under 24 CFR 92.254 or 24 CFR 92.252 as applicable, plus five years.

   c. Records covering displacement and acquisitions must be retained for at least five years after the date by which all person displaced from the property and all person whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 CFR 92.353.

5. CHDO must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the Texas Public Information Act, TEXAS GOVERNMENT CODE, Chapter 522.

6. CHDO shall include the substance of this Section II.C.2-5 in all subcontracts.

D. MONITORING

The UCP reserves the right to carry out field inspections to ensure compliance with the requirements of this agreement. CHDO shall attend a preconstruction meeting prior to first construction draw. After each monitoring visit, UCP shall provide CHDO with a written report of the monitor's finding. If the monitoring reports note deficiencies in CHDO's performances under the terms of this agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by CHDO. Failure by CHDO to take action specified in the monitoring report may be cause for suspension or termination of this agreement, as provided in Section II.G & II.H of this agreement.

E. AUDIT

1. Unless otherwise directed by UCP, CHDO shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this agreement, subject of the following conditions and limitations:

   a. CHDO shall have an audit and/or financial statement made in accordance with 24 CFR 92.506, 24 CFR Part 85.26 or OMB Circular A-133 and the UCP CHDO Policy for any of its fiscal years included within the period of this agreement in which CHDO receives more than $500,000 in federal financial assistance provided by a federal agency in the form of grants, agreements, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but

federal financial assistance does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of state and local government.

b. At the option of CHDO, each audit required by this section may cover either CHDO's entire operations or each department, agency, or establishment of CHDO which received, expended or otherwise administered federal funds.

c. CHDO may utilize funds budgeted under this agreement to pay for that portion of the cost of such audit services properly allocable to the activities funded by UCP under this agreement, provided however that UCP shall not make payment for the cost of such audit services until UCP has received such audit report from CHDO.

d. Unless otherwise specifically authorized by UCP in writing, CHDO shall submit the report of such audit to UCP within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each federal fiscal period included within the period of this agreement. Audits performed during this agreement period are subject to review and resolution by UCP or its authorized representative.

e. As part of its audit, CHDO shall verify expenditures according to Section I.B.

2. UCP reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this agreement. CHDO agrees to permit UCP or its authorized representative to audit CHDO's records and to obtain any documents, materials, or information necessary to facilitate such audit. CHDO shall provide an annual audit to UCP of funds received in performance of this Agreement.

3. CHDO understands and agrees that it shall be liable to UCP for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this agreement. CHDO further understands and agrees that reimbursement to UCP of such disallowed costs shall be paid by CHDO from funds which were not provided or otherwise made available to CHDO under this agreement.

4. CHDO shall take necessary action to facilitate the performance of such audit or audits conducted pursuant to this Section II.E as UCP may require of CHDO.

5. All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

F. CHANGES AND AMENDMENTS

1. Except as specifically provided otherwise in this agreement, any alterations, additions, or deletions to the terms of this agreement shall be requested by CHDO in writing and approved by the UCP Director. The amendment hereto shall be in writing and executed by both parties to this agreement.

2. It is understood and agreed by the parties here to that performances under this agreement must be rendered in accordance with the HOME investment Partnerships Act of 1990, 42 U.S.C. §§12701 et. Seq., the regulations promulgated under such Act, the assurances and certifications made to UCP by CHDO, and the assurances and certifications made to the

United States Department of Housing and Urban Development by UCP with regard to the operation of the HOME Program. Based on these considerations, and in order to ensure the legal and effective performance of this agreement by both parties, it is agreed by the parties hereto that the performances under this agreement are amended by the provisions of the HOME Program, and any amendments thereto and may further be amended in the following manner: The Department of Housing and Urban Development may from time to time during the period of performance of this agreement issue policy directives which serve to establish, interpret, or clarify performance requirements under this agreement. Such policy directives promulgated in the form of HOME Issuances, shall have the effect of modifying the terms of this agreement and shall be binding upon CHDO, as if written herein, provided however that said policy directives and any amendments shall not alter the terms of this agreement so as to release UCP of any obligation specified in Section I.D of this agreement to reimburse costs incurred by CHDO prior to the effective date of said amendments or policy directives.

3. Any alterations, additions, or deletions to the terms of this agreement which are required by changes in Federal law or regulations are automatically incorporated into this agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. The UCP or CHDO may require written changes or amendments to this Agreement when any substantial alterations, additions, or deletions to the terms of this agreement are required by changes in Federal law or regulations.

G. SUSPENSION

In the event CHDO fails to comply with any term of this agreement, UCP may, in accordance with 24 CFR 85.43 and upon written notification to CHDO, suspend this agreement in whole or in part and withhold further payments to CHDO, and prohibit CHDO from incurring additional obligations of funds under this agreement.

H. TERMINATION

The UCP may terminate this Agreement, in whole or in part, in accordance with 24 CFR 85.43 and this Section II.H. UCP may terminate this agreement for convenience in accordance with 24 CFR 85.44. In the event CHDO materially fails as determined by UCP to comply with any term of this agreement, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, UCP may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the CHDO or take more severe enforcement action against CHDO.

2. Disallow all or part of the cost of the activity or action not in compliance.

3. Wholly or partly suspend or terminate the current award for the CHDO program.

4. Withhold further HOME award from CHDO.

5. Take other remedies that may be legally available.

Additionally, this agreement may be cancelled upon thirty-day notice of cancellation upon mutual agreement of the parties.

I. REVERSION OF ASSETS

When applicable, upon termination of this Agreement, all funds remaining on hand on the date of termination, and all accounts receivable attributes to the use of funds received under this agreement shall revert to UCP. CHDO shall return these assets to UCP within seven (7) business days after the date of termination.

J. INSURANCE

1. CHDO shall have in force throughout the term of this Agreement insurance coverage consistent with the requirement in Exhibit B. A certificate to that effect will be provided to the County of Hidalgo/UCP at least ten (10) days prior to start of construction.

2. Notice to the UCP. CHDO shall require its insurance policies to provide that the HOME Manager of the UCP shall be given thirty (30) days advance notice by the insurer prior to cancellation, nonrenewal, or material change of the insurance policies required by this Section II.J. The insurer shall be subject to approval by the UCP.

3. Failure to maintain required insurance will be cause for the UCP to take control of the Housing units and will cancel any claim that CHDO may have to the use of the Housing units. CHDO shall provide UCP with certificates of insurance reflecting all coverages required in Exhibit B, and shall, upon request of UCP, promptly provide UCP with copies of the insurance policies.

4. Right to Re-evaluate and Adjust Limits. The UCP shall retain the right to reevaluate the insurance requirements and adjust the coverage limits upon thirty (30) days written notice. Insurance coverage limits shall be adjusted no more frequently than once a year.

K. SPONSORSHIP

CHDO agrees to acknowledge the sponsorship of the UCP at any event promoting the project or any other project sponsor. As such, CHDO shall give credit to the UCP as the project-funding source in all presentations, written documents, publicity and advertisements regarding the development.

L. SECTARIAN ACTIVITY

Religious Organizations. In accordance with 24 CFR 92.257, organizations religious or faith-based are eligible, on the same basis as any other organization, to participate in the HOME program. Organizations that are directly funded under the HOME program may not engage in inherently religious activities, such as worship, religious instruction, or proselytizing, as part of the assistance funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the assistance funded under this part, and participation must be voluntary for the beneficiaries of the assistance provided. A religious organization that participates in the HOME program will retain its independence from Federal, State and local governments, and may continue to carry out its missions including the definition, practice, and expression of religious beliefs, provided that it does not use direct HOME funds to support any inherently religious activities, such as worship, religious instruction or proselytizing. An organization that participates in the HOME program assistance program shall not, in providing program

assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. HOME funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those are used for inherently religious activities, HOME funds may not exceed the cost of those portions of the acquisition, construction or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to HOME funds in this part. Sanctuaries, chapels, or other rooms that a HOME-funded religious congregation uses as its principal place of worship, however, are ineligible for HOME-funded improvements.

M. OTHER FEDERAL REQUIREMENTS

CHDO agrees to comply with the following:

1. Fair Housing. CHDO must affirmatively further fair housing activities and pay particular attention to any sign of discrimination as it may pertain to the sale of properties funded under this agreement in compliance with 24 CFR Part 92.202, 92.250, Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d et. seq.), Fair Housing Act (42 U.S.C. 3601-3620)(implemented at 24 CFR Part 100), Executive Order 11063 (amended Executive Order 12259), Age Discrimination Act of 1975, as amended (42 U.S.C. 6101) and 24 CFR 5.105(a).

2. Affirmative Marketing Affirmative Marketing. CHDO shall adopt and submit for UCP's approval affirmative marketing procedures and requirements, not later than 30 days after the date this agreement is executed. The affirmative marketing procedures and requirements shall include, but need not be limited to, those specified in 24 CFR 92.351. UCP will assess the efforts of the CHDO's during marketing of the units by use of compliance certification or personal monitoring visit to the project at least annually. Where a CHDO fails to follow the affirmative marketing requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions the UCP may deem necessary. CHDO must provide UCP with an annual assessment of the affirmative marketing program of the development. The assessment must include:

    a. Method used to inform the public and potential homebuyers about federal fair housing laws and affirmative marketing policy. CHDO's advertising vacant units must include the equal housing opportunity logo or statement. Advertising media may include newspaper, radio, television, brochures, leaflets, or may involve simply a sign in a window. CHDO may wish to use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.

    b. Records describing actions taken by the CHDO to affirmatively market units and records to assess the results of these actions. CHDO must maintain a file containing all marketing efforts (i.e. copies of newspaper ads, memos of phone calls, copies of letters) to be available for inspection at least annually by UCP.

    c. CHDO shall maintain a listing of all homebuyers residing in each unit through the end of the compliance period. Compliance period is as stated in 24 CFR 92.508(4) and (7)(c)(2), "records must be retained for a five years after the project completion date, except for documents imposing recapture restrictions which must be retained for five years after the affordability period terminates."

3. Accessibility for Persons with Disabilities. The Uniform Federal Accessibility Standards set forth in 24 CFR, Part 40, Appendix A. Section 504 of the Rehabilitation Act of 1973 (prohibits discrimination based on physical handicap) (Pub.L. 93-112), as amended, and implementing regulations when published for effect.

4. Equal Employment Opportunity. Executive Order 11246, which provides that there shall be no discrimination in employment under federally assisted construction. In providing the work and services herein specified, CHDO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CHDO 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. CHDO shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or the UCP setting forth the provisions of this nondiscrimination clause. CHDO shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. CHDO shall incorporate the foregoing requirements of this Paragraph 4 in all of its contracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.

5. Section 3 of the Housing and Urban Development Act of 1968, which provides for training, employment, and contracting Opportunities for business and lower income persons' assurance of compliance.

   a. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

   b. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department of Housing and Community Development issued prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

   c. CHDO will send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advertising to the said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. CHDO will include these Section 3 clauses in every contact and subcontract for work in connection with the project and will take appropriate action pursuant to the contract upon a finding that any CHDO or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135, and will not let any contract unless CHDO or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued prior to the execution of the Construction Contract shall be a condition of the federal financial assistance provided to the project, binding upon CHDO, its successors, and assigns. Failure to fulfill these requirements shall subject CHDO, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135 which provides that, to the greatest extent feasible, opportunities for training and employment shall be given to lower-income residents of HUD-assisted project areas, and that contracts for work in connection with such projects be awarded to business concerns which are located in, or are owned in substantial part by, persons residing in the area of the Program.

6. Minority/Women Employment. CHDO shall collect data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of $25,000 or more paid, or to be paid, with HOME or other Federal funds. This data should indicate which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of recipient's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special out-reach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.

   The requirements relating to minority and women's business enterprises set forth in Executive Order No. 11625 of October 13, 1971, 36 Fed. Reg. 1967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; and Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg. 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 23637.

7. Davis Bacon and Related Acts. CHDO shall ensure that any contract for construction of housing that includes 12 or more dwelling units will contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C.§276A-5) to all laborers and mechanics employed in the development of any part of the housing and contracts involving their employment shall be subject to the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C.§§327-333). Construction contractors and subcontractors, must comply with regulations issued under these Acts and with other federal laws and regulations pertaining to labor standards and HUD Handbook

1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable.

8. Conflict of Interest. No officer, employee, or agent of CHDO who exercises any functions or responsibilities with respect to the HOME Program or to the services and work to be performed by CHDO pursuant to this Agreement, during such officer's employee's, or agent's tenure or for one (1) year thereafter, shall have any personal or financial interest or benefit, direct or indirect, in this Agreement or the proceeds thereof. CHDO shall incorporate or cause to be incorporated in every contract required to be in writing a provision prohibiting such interest pursuant to the purposes of this Section II.M.8. Exceptions to the provision are allowed however must meet the requirements of 24 CFR Part 92.356(d).

9. Debarred Contractors. In accordance with the provisions of 24 CFR, Part 24, relating to the employment, engagement of services and awarding of contracts, CHDO shall not employ, award contract to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by the U.S. Department of Housing and Urban Development. In addition, UCP shall have the right to suspend or terminate this agreement if CHDO is debarred, suspended, proposed for debarment, or ineligible from participating in the HOME Program.

10. Environmental Requirements. Notwithstanding any provisions of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Participating Jurisdiction of a release of funds from the U.S. Department of Housing and Urban Development under 24CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the Participating Jurisdiction's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

11. Release of Funds. UCP shall not release any funds for any costs incurred by CHDO under this agreement until UCP has received certification from CHDO that its fiscal control and fund accounting procedures are adequate to assure the proper disbursal of and accounting for funds provided under this agreement. CHDO understands and agrees that by the execution of this agreement UCP shall assume the responsibilities for environmental review, decision making, and other actions in accordance with and to the extent specified in 24 CFR 92.352 and 24 CFR, Part 58. However, if CHDO has staff experience and/or means to perform the environmental review, CHDO may request in writing, from UCP, approval to perform them.

12. Flood Disaster Protection. Notwithstanding any other provision of this Agreement, CHDO shall comply with the Flood Disaster Protection Act of 1973, as amended (P.L. 93-234), and the standards issued thereto. No portion of the monies to be paid to CHDO pursuant to this Agreement shall be used for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in an area not in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any of said monies for such acquisition or construction in such identified areas in communities then participating in the National

Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001, et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973, as amended. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

13. Site & Neighborhood Standards. In accordance with 24 CFR 92.251, housing that is newly constructed with HOME funds must meet all applicable local codes, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the, Model Energy Code published by the Council of American Building Officials. The CHDO must assure that unit design specifications and necessary inspections of each unit are conducted to meet compliance requirements. File documentation must demonstrate compliance.

14. Lead-Based Paint Hazards. Assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations at 24 CFR Part 35, hereby incorporated and made a part of this Agreement by reference. Any funding commitments made by UCP or CHDO shall be made subject to the provisions for the elimination of lead-based paint hazards under subpart B of said regulations.

15. Relocation. Displacement, Relocation, and Acquisition. CHDO must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this agreement. CHDO must comply with the applicable provisions of 24 CFR 92.353.

SECTION III

DISBURSEMENTS

A. REQUESTS FOR REIMBURSEMENT

UCP will provide funds under this agreement in accordance with the requirements of 24 CFR 92.502. CHDO may not request reimbursement of funds under this agreement until funds are needed for payment of eligible costs and in accordance with the 24 CFR 92.206-208 and UCP CHDO Policy Section III. It is expressly understood and agreed by the parties hereto that payments under this agreement are contingent upon CHDO's full and satisfactory performance of its obligations under this agreement. UCP reserves the right to recapture unexpended funds provided under this agreement in the event UCP determines that CHDO will be unable to expend funds within the prescribed time as determined by UCP. UCP shall not be liable to CHDO for any costs incurred or performance rendered by CHDO before commencement or after termination of this agreement.

1. Request for Reimbursement Submittals. The requests for reimbursement should include an invoice for expenses incurred along with the UCP Request for Reimbursement cover sheet. For the purpose of expedience and in order to ensure that requests for reimbursement are processed the week that they are delivered to the UCP, they should be submitted no later than 12 noon on Tuesday of that week. Anything received after the cut-off may be held for processing until the following week. Funds will be disbursed within thirty (30) days provided all required supporting documentation has been submitted.

2. Inspections. When a request is submitted indicating that a unit is at 50% and/or 100% complete, the UCP will perform an inspection on the unit in order to process the payment. The UCP will also accept a Certificate of Occupancy or inspection report from a certified inspector indicating the completion threshold.

3. Developer's Fees. When applicable, the UCP will allow for the payment of Developer's Fees in order to ensure completion of specific project milestones. This fee will be negotiated between the UCP and the CHDO dependant upon project reasonableness. Progress payments of developer's fees will not exceed the cumulative maximum percentages of total developer's fees listed below. The request for reimbursement must include appropriate documentation that justifies the payment for services rendered and will be paid according to the following schedule:

Max. Cumulative Milestone	Documentation	Developer's Fee %
Acquisition Closing	Settlement Statement	25%
50% Construction Complete	50% Passed - Inspection Report	50%
100% Construction Complete	100% Passed – Inspection Report/ Certificate of Occupancy	75%
Home Buyer Loan Closing	Settlement Statement and Final Property Development Budget	100%

4. Prohibition Against Payments of Bonuses or Commissions. The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purposes of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Acts of 1974 or 1977, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

SECTION IV

REPORTING REQUIREMENTS

CHDO shall submit to UCP such reports on the operation and performance of this agreement as may be required by UCP including but not limited to the reports specified in this Section IV. In addition, CHDO shall provide UCP with all reports necessary compliance with 24 CFR 92.509 and 24 CFR Part 92, Subpart L and those reports listed in the UCP CHDO Policy Section VII. In addition to the limitations on liability otherwise specified in this agreement, it is expressly understood and agreed by the parties hereto that if CHDO fails to submit to UCP in a timely and satisfactory manner any report required by this agreement, UCP may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by CHDO hereunder. If UCP withholds such payments, it shall notify CHDO in writing of its decision. Payments withheld pursuant to this paragraph may be held by UCP until such time as the delinquent obligations for which funds are withheld are fulfilled by CHDO.

A. PRELIMINARY DOCUMENTATION

Before the CHDO is able to begin construction of a unit, a Preliminary Project Summary must be submitted to the UCP for project level approval. These documents will include:

1. The Estimated Project Development Budget includes all anticipated costs and funding sources for the development of the project.

2. Along with the Estimated Project Development Budget, the CHDO shall submit all documentation utilized to determine home buyer eligibility as follows:

    - CHDO Board Approval of Home Buyer
    - Conflict of Interest Affidavit
    - Part 5 Income Calculation Sheet
    - Current Check Stubs (last three consecutive months) OR Verification of Employment
    - Self Employment Earnings Documentation (if applicable)
    - Unemployment Letter (if applicable)
    - Child Support Benefits Letter (if applicable)
    - Social Security and/or Disability Benefits Award Letter (if applicable)
    - Copy of Bank Statements – (Checking Account, last six consecutive months or Savings account, most recent month) OR Verification of Assets on Deposit (if applicable)
    - Recorded Divorce Decree (if applicable)
    - Identification Card (DL/SSN/BC)
    - Purchase Order Request Letter
    - Commitment Letter to Home Buyer
    - Copy of Loan Application
    - Good Faith Estimate
    - Underwriting Worksheet
    - Builder's Contract/Plans & Specs

C. PROJECT DEVELOPMENT

The UCP will track the development of each individual project by assessing requests for reimbursements, processing of developer's fees payments and inspections.

D. FINAL DOCUMENTATION

Once construction of the unit is complete, the CHDO shall provide the UCP with the Final Project Summary, which will include the following:

1. The Final Project Development Budget includes actual costs and funding sources for the completion of the project. This worksheet will identify the total direct and development subsidies which will allow for the calculation of the project's affordability period.

2. The CHDO Proceeds Calculation form

4. Beneficiary Information

5. Home Buyer Closing Documents. Once the sale of the unit has occurred, CHDO shall submit final closing documents to include the following information:

    - Homebuyer Contract
    - Final Appraisal Report
    - Copy of Recorded 1st and 2nd Lien Deeds of Trust
    - Copy of 1st and 2nd Lien Real Estate Note
    - Copy of Settlement Statement
    - Copy of Truth-in-Lending Disclosure
    - Final 100% Inspection Report OR Certificate of Occupancy
    - Copy of Home Owner's Insurance

E. ANNUAL REPORTS

1. Assisted Unit Tracking Report. CHDO shall submit the Assisted Unit Tracking Report to the UCP no later than fifteen (15) calendar days past the UCP fiscal year ending date (June 30th). This report is comprised of two sections listing all UCP funded units that are within their specified affordability period and have generated or are currently generating CHDO proceeds.

    a. Affordability and Principle Residency. This section of the report will provide detailed information regarding unit occupancy for the purpose of tracking affordability and principle residency compliance.

    b. CHDO Proceeds. This section of the report will include unit proceeds origination, amount and utilization type (rehab., acquisition, construction, etc.).

SECTION V

ADMINISTRATIVE REQUIREMENTS

A. COST PRINCIPLES

CHDO must comply with applicable regulations under OMB Circular No. A-122 and the following requirements of 24 CFR Part 84 § 84.2, 84.5, 84.13 through 84.16, 84.26 through 84.28, 84.30, 84.31, 84.34 through 84.37, 84.40 through 84.48, 84.51, 84.60 through 84.62, 84.72, and 84.73 pursuant to 24 CFR 92.505(b).

B. POLITICAL ACTIVITY

1. Political Reform Act. CHDO shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified at Texas Government Code Section 87000, et seq.). CHDO will promptly advise UCP of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

2. Partisan Activity Prohibited. No funds provided in this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services, or for the employment or assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to this Agreement with the following: (1) any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office; (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or (3) any voter registration activity.

   Participants employed in the administration of UCP's programs funded by HOME or other Federal funding, and participants whose principle employment is in connection with an activity financed by HOME or other Federal funding or resultant proceeds are subject to limitation on political activities under the Hatch Act (U.S.C. 1502(a), 18 U.S.C. 595). All participants may take part in nonpartisan activities outside working hours.

3. Lobbying Prohibited. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress.

C. LEGAL AUTHORITY

1. CHDO assures and guarantees that CHDO possesses the legal authority to enter into this agreement, receive funds authorized by this agreement, and to perform the services CHDO has obligated itself to perform hereunder.

2. The person or persons signing and executing this agreement on behalf of CHDO, or representing themselves as signing and executing this agreement on behalf of CHDO, do hereby warrant and guarantee that he, she or they have been duly authorized by CHDO to execute this agreement on behalf of CHDO and to validly and legally bind CHDO to all terms, performances, and provisions herein set forth.

D. INDEPENDENT CHDO

1. It is expressly understood and agreed by the parties hereto that UCP is contracting with CHDO as an independent CHDO, and that CHDO, as such, agrees to hold UCP harmless and to indemnify UCP from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by CHDO under this agreement.

2. CHDO agrees that it will indemnify the County of Hidalgo and the UCP ("Indemnities") and hold County of Hidalgo and UCP harmless of, from, and against all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments recovered from or asserted against County of Hidalgo and UCP on account of injury or damage to person or property to the extent any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act or omission, negligence or misconduct on the part of CHDO or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees entering upon the Housing being improved pursuant to this Agreement or when any such injury or damage is the result, proximate or remote, of the violation by CHDO, or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the acquisition, rehabilitation, modification, or construction at the Housing herein or out of the use or occupancy of the Housing or the Housing themselves by CHDO, its agents, servants, employees, contractors, patrons, guests, licensees, or invitees, including without limitation, any damages or costs which may occur as a result of the design of the rehabilitation, modification, or construction of the Housing, the bidding process, actual rehabilitation, modification, or construction of the Housing, administration of the construction contracts by the County of Hidalgo and UCP or its designee, failure of the Housing prior to completion and acceptance of rehabilitation, modification, or construction of the Housing to work as designed, failure of the Contractor or manufacturer to honor its warranties, failure of CHDO to maintain the Housing, or the Housing themselves.

   <u>These terms of indemnification shall be effective upon the date of execution of this agreement and whether such injury or damage may result from the sole negligence, contributory negligence, or concurrent negligence of Indemnities; but not if such damage or injury may result from gross negligence or willful misconduct of Indemnities.</u>

   CHDO covenants and agrees that, in case the County of Hidalgo and/or UCP shall be made a party to any litigation against CHDO or in any litigation commenced by any party relating to this Agreement and the construction of the Housing contemplated hereunder, CHDO shall and will pay all costs and expenses, including reasonable attorneys' fees and court costs incurred by or imposed upon the County of Hidalgo or UCP by virtue of any such litigation.

   CHDO, for and in consideration of UCP participation in this agreement, hereby agrees and covenants that CHDO will never institute any suit or action at law against the County of Hidalgo, UCP, their officers, agents, servants, or employees, (hereinafter referred to as RELEASEES), related to the performance by any party under this Agreement, nor institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, expenses or compensation for,

related to the performance by any party under this Agreement, whether or not caused by the negligence of Releases.

E. SUBCONTRACTS

1. Except for subcontracts to which the federal labor standards requirements apply, CHDO may not subcontract for performances described in this agreement without obtaining UCP's prior written approval. CHDO shall only subcontract for performances described in this agreement to which the federal labor standards requirements apply after CHDO has submitted a Subcontractor Eligibility form, as specified by UCP, for each such proposed subcontract, and CHDO has obtained UCP's prior written approval, based on the information submitted, of CHDO's intent to enter into such proposed subcontract. CHDO, in subcontracting for any performances described in this agreement, expressly understands that in entering into such subcontracts, UCP is not in any manner liable to CHDO's subcontractor(s).

2. In no event shall any provision of this Section, specifically the requirement that CHDO obtain UCP's prior written approval of a subcontractor's eligibility, be construed as relieving CHDO of the responsibility for ensuring that the performances rendered under all subcontracts are rendered as so as to comply with all of the terms of this agreement, as if such performances rendered were rendered by CHDO. UCP's approval of subcontractor's eligibility under this Section does not constitute adoption, ratification or acceptance of CHDO's or subcontractor's performance hereunder. The act of approval of subcontractor's eligibility under this Section does not waive any right of action which may exist or which may subsequently accrue to UCP under this agreement. UCP retains at all times the right to insist upon CHDO's full compliance with the terms of this agreement.

3. CHDO shall comply with all applicable federal, state, and local laws, regulations, and ordinances when making procurements under this agreement.

4. CHDO shall comply with all applicable federal, state, and local laws, regulations and ordinances for the term of this agreement.

F. LITIGATION AND CLAIMS

CHDO shall give UCP immediate notice in writing of:

1. Any action, including any proceeding before an administrative agency filed against CHDO in connection with this agreement; and

2. Any claim against CHDO, the cost and expense of which CHDO may be entitled to be reimbursed by UCP. Except as otherwise directed by UCP, CHDO shall furnish immediately to UCP copies of all pertinent papers received by CHDO with respect to such action or Claim.

G. JURISDICTION AND VENUE

The laws of the State of Texas shall apply to any dispute arising under this Agreement. For purposes of litigation pursuant to this agreement, venue shall lie in the County of Hidalgo, Texas where this Agreement was entered into and shall be performed.

H. MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the CHDO to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A CHDO must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the CHDO of the price changes.
    - The CHDO must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
    - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
    - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
    - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the CHDO or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction**: CHDO shall notify the County at the time when the CHDO's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the CHDO to notify the County of a decrease in costs for items and/or supplies for which the CHDO was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the CHDO the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a CHDO notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the CHDO is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the CHDO at any time upon written notice from

the County to the CHDO demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the CHDO on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

I. REMEDIES

It is expressly understood and agreed by the parties hereto that any right or remedy provided for in this Section or in any other provision of this agreement shall not preclude the exercise of any other right or remedy under this agreement or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

Executed this 10th day of Feb, 20 12.

ATTEST:
Hidalgo County, Urban County Program

UCP Director

CHDO Director

ACKNOWLEDGEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF HIDALGO §

This instrument was acknowledged before me on 10th of February by Diana R. Sosa as Director of Urban County Program, a Texas nonprofit corporation, on behalf of said corporation.

(seal) IRENE MONTOYA MY COMMISSION EXPIRES June 22, 2013

NOTARY PUBLIC, State of Texas
NAME: Irene Montoya
My Commission Expires: June 22, 2013

ACKNOWLEDGEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF HIDALGO §

This instrument was acknowledged before me on 10th of February by Arnulfo Cisneros as Director of the Proyecto Azteca.

(seal) IRENE MONTOYA MY COMMISSION EXPIRES June 22, 2013

NOTARY PUBLIC, State of Texas
NAME: Irene Montoya
My Commission Expires: June 22, 2013

EXHIBIT A

Certification Regarding Lobbying for
Agreements, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of its knowledge and belief, that:

1. 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 any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal agreement, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal agreement, grant loan, or cooperative agreement, the undersigned shall complete and submit standard form –LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subagreements, subgrants, and agreement under grants, loans and cooperative agreements) and that CHDOs certify and disclose accordingly.

This certification is material representation of fact 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 31 U.S.C. § 132. 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.

Signed: Ann Williams Case
Director

2/10/12
Date

EXHIBIT B

INSURANCE REQUIREMENTS

1. CHDO Insurance. CHDO, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects UCP and any insurance or self-insurance maintained by UCP shall be excess of CHDO's insurance coverage and shall not contribute to it.

2. Subcontractor(s) Insurance. If CHDO utilizes one or more subcontractors in the performance of this Agreement, CHDO shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CHDO in this Agreement.

3. Types of Insurance and Minimum Limits. The following types of insurance and minimum limits are required for at least the following minimum coverage and limits of liability.

   a. Worker's Compensation written in accordance with the laws of the State of Texas and providing coverage for any and all employees of CHDO in the minimum statutorily required coverage amounts.

   b. Automobile Liability Insurance for each of CHDO's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CHDOs employees or contractors), leased or hired vehicles, in the minimum amount of $300,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle used by CHDO is not a material part of performance of this Agreement and CHDO and UCP both certify to this fact.

   c. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of $300,000 combined single limit, including coverage for:

      (1) Bodily injury.
      (2) Personal injury.
      (3) Broad form property damage.
      (4) Contractual liability.
      (5) Cross-liability.

4. Other Insurance Provisions.

   a. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CHDO agrees to maintain the required coverage for duration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CHDO may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy

premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

5. Endorsements.

a. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause, with the exception that Endorsement (ii), providing for 30-day notices, is the only endorsement required to be made a part of the Worker's Compensation and Employers' Liability policy coverage.

(1) "The County of Hidalgo, its employees, officers, agents and volunteers are hereby added as additional insurers, but only as respects work done by, for, or on behalf of the named insured under Agreement with the County of Hidalgo."

(2) "Thirty (30) days prior written notice shall be given to the County of Hidalgo in the event of cancellation, reduction in coverage, or non-renewal of this policy for whatever reason."

6. Proof of Coverage.

a. CHDO agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide UCP on or before the effective date of this Agreement with Certificate of Insurance for all required coverages. Copies of all the required Endorsements required above shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the County of Hidalgo, which shall be provided by CHDO's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the County of Hidalgo at the following address:

County of Hidalgo
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

END INSURANCE REQUIREMENTS

Hidalgo County Urban County Program
Community Housing Development Organization (CHDO) Certification

Affidavit of Standards for Financial Management Systems

Date: February 10, 2012

Affiant: Ann Williams Cass, Director

Recipient: Proyecto Azteca

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. Affiant is the Director, President AND/OR Chief Financial Officer of the Recipient and is authorized to make this affidavit on behalf of Recipient.
2. Recipients' financial management systems conform to the financial accountability standards set forth in 24 CFR 84.21, by providing for and incorporating the following:

    a. Accurate, current and complete disclosure of the financial results of each federally-sponsored project;
    b. Records, which identify the source and application of funds for federally-sponsored activities. These records contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest;
    c. Control over and accountability for all funds, property and other assets; adequate safeguards of all such assets shall be adopted to assure that all assets are used solely for authorized purposes;
    d. Comparison of outlays with budget amounts for each award;
    e. Written procedures to minimized the time elapsing between the receipt of funds and the issuance of redemption of checks for program purposes by the recipient;
    f. Written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of Federal cost principles [Circular A-122] and the terms and conditions of the award;
    g. Accounting records, including cost-accounting records, that are supported by source documentation.

Affiant signature: Ann Williams Cass

Title: Director, Proyecto Azteca

Subscribed and sworn before me on the 10 day of Febry, 2012

by Ann Williams Cass, on behalf of Proyecto Azteca.

Notary Signature

My commission expires: July 22, 2013

Seal:

ADDENDUM TO CONTRACT

PROYECTO AZTECA
FY 2011

AMENDMENT TO CONTRACT

County and CHDO, hereby attach an addendum to the CHDO FY 11 Contract as follows:

This will allow for an amendment to 2011 Contract between the Urban County Program and Proyecto Azteca. This amendment will allow for an increase in funding in the amount of $90,000.

County and CHDO do hereby agree to a new contract amount of $560,000, for Fiscal Year 2011.

County:	CHDO:
HIDALGO COUNTY	***PROYECTO AZTECA***
_____	_____
Name	Name
URBAN COUNTY PROGRAM DIRECTOR	DIRECTOR
Title	Title
_____	_____
Date	Date

STATE OF TEXAS {
COUNTY OF HIDALGO {

DIANA R. SERNA, personally appeared before me and declared that she signed this agreement in the capacity designated, if any, and further states he/she has read the above agreement, and the statements contained therein contained are true.

Subscribed and sworn before me this _____ day of _____, 2013.

_____
Notary - Signature

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

ANN WILLIAMS CASS, personally appeared before me and declared that he/she signed this agreement in the capacity designated, if any, and further states he/she has read the above agreement, and the statements contained therein contained are true.

Subscribed and sworn before me this _____ day of _____, 2013.

_____
Notary - Signature

AI-37924 **Urban County 14. G.**

CC REGULAR

Meeting Date: 04/02/2013

Submitted For: Amanda V Flores **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Professional Appraisal Services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) appraisal service firms from the County's approved "pool" as graded and evaluated by the Precinct No. 1, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program GLO Contract No. 12-406-000-6453/DRS210068 Delta Area Connector/ East Lateral project.

Appraisal	Grade	Ranked
Leonel Garza Jr. and Associates	91.34	
HLH Appraisal Services	90.34	
Professional Appraisal Services	90.00	

3. Authority to negotiate a professional appraisal service contract with the No. 1 ranked firm of _____ for the provision of Appraisal Services for the Precinct No. 1 – Delta Area Connector/ East Lateral Project.

BACKGROUND

The three (3) engineering firms rated from the County's approved "pool" are: Leonel Garza Jr. and Associates, HLH Appraisal Services, and Professional Appraisal Services

Attachments

Backup Letter

Grid

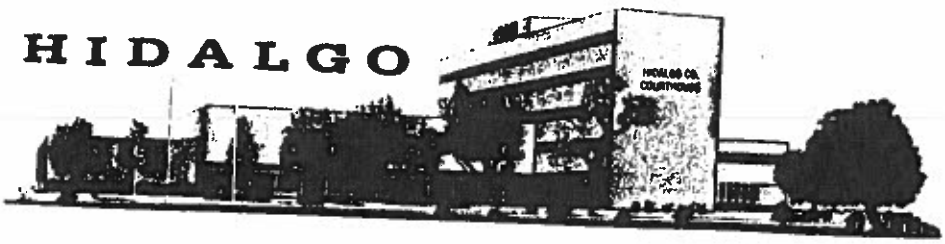
Form Review

Inbox	Reviewed By	Date
Budget & Management	Ivan Cantu	03/26/2013 10:46 AM
Purchasing Department	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Mary Flores Started On: 03/26/2013 09:45 AM

Final Approval Date: 03/28/2013

COUNTY of HIDALGO



A. C. Cuellar Jr.
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

March 25, 2013

Mrs. Diana Serna, Director
Hidalgo County Urban County Department
Attn: Amanda Flores
3304 W. Alberta Road
Edinburg, Texas 78539

Re: Appraisals - GLO Project

Dear Mrs. Serna,

Please accept this letter as Precinct No. 1's formal request to submit an agenda item for the presentation of the scoring grid for the purpose of ranking professional "Appraisal" service firms by Hidalgo County Commissioners' Court regarding the Texas General Land Office (GLO) Round 2.1 Disaster Recovery Funding for the Precinct No. 1 Flood Drainage Improvements Project known as the "Delta Area Connector/East Lateral". (GLO Contract #12-406-000-6453)

Should you have any questions or require further information, please do not hesitate to contact me or Mr. Raul Lozano, Chief Administrator for Hidalgo County Precinct No. 1 to (956) 968-8733.

Respectively,

A.C. Cuellar, Jr., Commissioner
Hidalgo County Precinct No.1

Texas General Land Office Disaster Recovery Funds
Appraisal Services
Flood and Drainage Improvements
GLO Contract No. 12-406-000-6453
Grading-Ranking Grid

Criteria	Leonel Garza Jr. & Associates			HLH Appraisal Services			Professional Appraisal Services		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Responsiveness	30	30	24	26	30	25	27	30	27
Firm Capabilities	42	45	33	42	41	36	41	41	32
Staffing	25	25	20	25	24	22	25	25	22
TOTALS	97	100	77	93	95	83	93	96	81
AVERAGES	274÷3= 91.34			271÷3= 90.34			270÷3=90		
RATING	**1**			**2**			**3**		

AI-37920 **Urban County 14. H.**

CC REGULAR

Meeting Date: 04/02/2013

Submitted For: Amanda V. Flores **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) a professional service;

2. Presentation of the scoring grid for the purpose of CC ranking the sole member of the County's approved "pool" of professional review appraisal service providers as qualified to continue to the next step of the process in connection with and funded through Hidalgo County Urban County Program GLO Contract No. 12-406-000-6453/DRS210068 Delta Area Connector/ East Lateral project.

Review Appraisal Services	Grade	Ranked
HLH Appraisal Services	90.67	

3. Authority to negotiate a professional (review appraisal service) contract with the sole member "qualified" firm _____ for the provision of professional review appraisal services for Precinct No. 1 – Delta Area Connector/ East Lateral Project.

BACKGROUND

The sole member professional service firm rated from the County's approved "pool" is: HLH Appraisal Services for the Delta Area Connector/ East Lateral Project located in Precinct No. 1.

Attachments

Backup

Grid

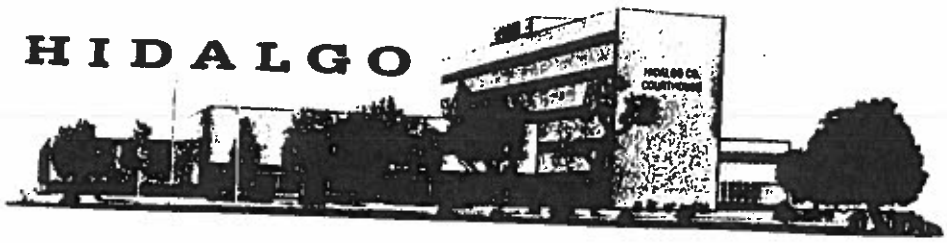
Form Review

Inbox	Reviewed By	Date
Budget & Management	Ivan Cantu	03/26/2013 10:45 AM
Purchasing Department	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Mary Flores Started On: 03/26/2013 07:36 AM

Final Approval Date: 03/28/2013

COUNTY of HIDALGO



A. C. Cuellar Jr.
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

March 25, 2013

Mrs. Diana Serna, Director
Hidalgo County Urban County Department
Attn: Amanda Flores
3304 W. Alberta Road
Edinburg, Texas 78539

Re: Review Appraisals - GLO Project

Dear Mrs. Serna,

Please accept this letter as Precinct No. 1's formal request to submit an agenda item for the presentation of the scoring grid for the purpose of ranking professional "Review Appraisal" service firms by Hidalgo County Commissioners' Court regarding the Texas General Land Office (GLO) Round 2.1 Disaster Recovery Funding for the Precinct No. 1 Flood Drainage Improvements Project known as the "Delta Area Connector/East Lateral". (GLO Contract #12-406-000-6453)

Should you have any questions or require further information, please do not hesitate to contact me or Mr. Raul Lozano, Chief Administrator for Hidalgo County Precinct No. 1 to (956) 968-8733.

Respectively,

A.C. Cuellar, Jr., Commissioner
Hidalgo County Precinct No.1

Texas General Land Office Disaster Recovery Funds
Review Appraisal Services
Flood and Drainage Improvements
GLO Contract No. 12-406-000-6453
Grading-Ranking Grid

Criteria	**HLH Appraisal Services**			**Leonel Garza Jr. & Associates**			**Professional Appraisal Services**		
	Grader 1	**Grader 2**	**Grader 3**	**Grader 1**	**Grader 2**	**Grader 3**	**Grader 1**	**Grader 2**	**Grader 3**
Responsiveness	**26**	**30**	**28**						
Firm Capabilities	**42**	**41**	**33**						
Staffing	**25**	**24**	**23**						
TOTALS	**93**	**95**	**84**						
AVERAGES	272÷3= 90.67			**____÷3=**			**____÷3=**		
RATING	**1**			**2 Could Not Evaluate because firm will perform only Appraisals.**			**3 Could Not Evaluate because firm will perform only Appraisals.**		

AI-37917 **Urban County 14. I.**

CC REGULAR

Meeting Date: 04/02/2013

Submitted For: Brandy Salinas **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Consideration and approval to authorize the submission of Contract Amendment No. 6 (Performance Statement and Budget Amendment) to the General Land Office (GLO) Contract No. 10-5066-000-5043(formerly known as TDRA Disaster Recovery Program, Contract No. DRS010068). The Performance Statement Amendment will include changes to the Minnesota Drainage Project to reflect modifications/change orders necessary to meet project specifications. The budget amendment will also allow the transfer of surplus funds from other completed projects in Round number 1 for the completion of this project.

2. Approval of Revised Resolution regarding the funding from the Texas General Land Office (GLO) Disaster Recovery Program and local funds to be committed by Hidalgo County Precinct No. 2.

BACKGROUND

Urban County Program is requesting approval to submit proposed Amendment No. 6 to make necessary changes to the performance statement which includes a change order in the amount of $55,970.25, a budget amendment which will include the transfer of surplus monies from Round 1 projects (Trenton Drain Street Improvements, and Delta Outfall) in the amount of $ 265,558.00 to Minnesota Drainage Project.

Attachments

agenda backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Ivan Cantu	03/26/2013 10:29 AM
Purchasing Department	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Mary Flores Started On: 03/25/2013 03:43 PM

Final Approval Date: 03/28/2013

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No. 36909
Brandy Salinas

Date: **February 8, 2013** Meeting Date Request: February 12, 2013

Deadline for Action: February 12, 2013 Contact Person: ***Diana R. Serna***

Department: ***Urban County Program*** Phone: **(956) 787-8127** Fax: **(956) 787-5291**

Diana R. Serna, UCP Director DRS

Caption:

a. Urban County Program, on behalf of Precinct No. 2, is requesting approval of Change Order no.1 for a construction contract with DOS Logistics, Inc. under the General Land Office (GLO) Contract No. 10-5066-000-5043 (formerly TDRA DRS010068), Pct. 2 Minnesota Drain Project. The Change Order will **increase** the construction contract amount from $332,037.95 to $388,008.20 for a total **increase** of **$55,970.25,** utilizing Hidalgo County Precinct No. 2 FY 2013 Certificate of Obligation Matching funds and Urban County GLO funds.
CO. 1342

b. Consideration and approval to authorize the County Judge to sign any and all documents associated with Change Orders/ and or Amendments pertaining to GLO Contract No. 10-5066-000-5043.

Background:
The Change Order request is to account for additional items not included within the bid proposal: cement stabilized backfill, trench excavation protection, Ty C Inlet, to replace and relocate an existing HCID #2 12" field drain, etc. Please see attached detailed engineer notes regarding this change order request.

Contractor:	DOS Logistics, Inc.	
Contract Amount:	$332,037.95	
Change Order No.1:	$55,970.25	
New Contract Amount:	**$388,008.20**	
Funds Available:	$ 21,784.15	Urban County GLO funds
Certificate of Obligation:	$226,384.43	3-1342-431-00-122-058-0-733 - Precinct No. 2 Matching funds
Certificate of Obligation:	$ 54,297.22	3-1342-431-00-122-058-0-841 - Precinct No. 2 Matching funds
	$302,465.80	**Total available funding**

Deputy Director: [signature] **Finance:** FMM

Please initial for approval:
Legal Counsel _____ **Budget** _____ **Human Resources** _____

Dept./Fund No._____ Amt. Expended: $ _____ Funds/Staffing Budgeted: Yes: ____ No: ____
Account Code: _____ Impact on Future Budget: Yes ____ No ____

APPROVED Co. Comm. Ct.
DATE 3/12/13

Comments:
Action taken by Commissioner's Court:
Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

AMENDMENT # 2
RESOLUTION

A revision to the Resolution of the Commissioner's Court of the County of Hidalgo, Texas, regarding the funding from the Texas General Land Office Disaster Recovery Program and local funds to be committed by Hidalgo County Precinct No. 2.

WHEREAS, the County of Hidalgo's Precinct No. 2 desires to participate in the State of Texas Plan for Disaster Recovery Round one, as funded by the U.S. Department of Housing and Urban Development (HUD), and decrease its local fund commitment from $ **1,045,463.71 to $779,905.71** of Precinct No. 2 CO2010 Series A & B Funds.

WHEREAS, it is in the best interest of the community to combine funding committed by Hidalgo County Precinct No. 2 ($779,905.71) and the Texas General Land Office ($865,559.59) for the completion of the project known as the Minnesota Drain Project. The total funding to be committed towards the drainage improvements is $1,045,463.71; and

WHEREAS, the County of Hidalgo, in conjunction with the state awarded funding provided by the Texas General Land Office will allow the County to make drainage improvements to an area encompassed by Raul Longoria Road on the West, Noland Loop on the South, Owassa Road on the North, and Cesar Chavez Road on the East, (please see Exhibit "A" for project description, performance

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF HIDALGO, TEXAS:

That Hidalgo County's Precinct No. 2 has committed funding in the amount of $779,905.71 with intent to address regional drainage improvements for the above referenced geographic area.

PASSED AND APPROVED THIS _____DAY OF APRIL, 2013.

ATTEST:

_____
Ramon Garcia, County Judge
Hidalgo County, Texas

_____
Arturo Guajardo Jr., County Clerk
Hidalgo County, Texas

AMENDMENT # 1
RESOLUTION

A REVISION TO THE RESOLUTION OF THE COMMISSIONER'S COURT OF THE COUNTY OF HIDALGO, TEXAS, REGARDING FUNDING FROM THE TEXAS GENERAL LAND OFFICE DISASTER RECOVERY PROGRAM AND LOCAL FUNDS TO BE COMMITTED BY HIDALGO COUNTY PRECINCT NO. 2.

WHEREAS, the County of Hidalgo's Precinct No.2 desires to participate in the State of Texas Plan for Disaster Recovery Round One, as funded by the U.S. Department of Housing and Urban Development (HUD), and increase its local fund commitment from $535,408.39 to **$1,045,463.71** increasing the projects budget by **$510,055.32** of Precinct No.2 CO2010 Series A&B Funds and Precinct No. 2 Road & Bridge Funds. $1,045,463.71

WHEREAS, it is in the best interest of the community to combine funding committed by Hidalgo County Precinct No.2 **($1,045,463.371)** and the Texas General Land Office **($600,000.00)** for the completion of the project know as the Minnesota Drain Project. The total funding to be committed towards the drainage improvements is **$1,645,463.71**; and

WHEREAS, the County of Hidalgo, in conjunction with state awarded funding provided by the Texas General Land Office will allow the County to make drainage improvements to an area encompassed by Raul Longoria Road on the West, Nolana Loop on the South, Owassa Road on the North, and Cesar Chavez Road on the East, (please see **Exhibit "A"** for project description, performance statement and statement of probable cost)

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF THE COUNTY OF HIDALGO, TEXAS:

That Hidalgo County's Precinct No.2 has committed funding in the amount of $1,045,463.71 with the intent to address regional drainage improvements for the above referenced geographic area.

APPLICATION APPROVED THIS 24 **DAY OF January, 2012.**

Ramon Garcia

Honorable Ramon Garcia
Hidalgo County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk
Hidalgo County, Texas

RESOLUTION

A Resolution of the Commissioner's Court of the County of Hidalgo, Texas, regarding funding in the amount of $600,000.00 from the Texas Department of Rural Affairs Disaster Recovery (TDRA-DR) Program.

WHEREAS, the County of Hidalgo's Precinct No. 2 desires to participate in the State of Texas Plan for Disaster Recovery Round One, as funded by the U.S. Department of Housing and Urban Development (HUD), and commit an amount of **$535,408.39** of Precinct No. 2 CO2010 Series A & B Funds.

WHEREAS, it is in the best interest of the community to combine funding committed by Hidalgo County Precinct No. 2 **($535,408.39)** and the Texas Department of Rural Affairs Disaster Recovery Program **($600,000.00)** for the completion of the project known as the Minnesota Drain Project. The total funding to be committed towards the drainage improvements is **$1,135,408.39**; and

WHEREAS, the County of Hidalgo, in conjunction with state awarded funding provided by the Texas Department of Rural Affairs Disaster Recovery Program will allow the County to make drainage improvements to an area encompassed by Raul Longoria Road on the West, Nolana Loop on the South, Owassa Road on the North, and Cesar Chavez Road on the East, (please see **Exhibit "A"** for project description, performance statement and statement of probable cost)

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF THE COUNTY OF HIDALGO, TEXAS:

That Hidalgo County's Precinct No. 2 has committed funding in the amount of **$535,408.39** with the intent to address regional drainage improvements for the above referenced geographic area.

APPLICATION APPROVED THIS 01st **DAY OF FEBRUARY, 2011.**

Honorable Ramon Garcia
Hidalgo County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk
Hidalgo County, Texas

APPROVED BY
COMMISSIONERS' COURT
ON: 2/1/11

AI-37693 **Elections Administration 15. A.**

CC REGULAR

Meeting Date: 04/02/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of the appointment of members to Hidalgo County Vote Centers Committee based on recommendations from Judge & Commissioners.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/15/2013 09:03 AM
Roland Garcia	Rolando Garcia	03/28/2013 07:32 AM
Purchasing Department	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Monica Badillo Started On: 03/14/2013 04:22 PM

Final Approval Date: 03/28/2013

AI-37815 **WIC 16. A.**

CC REGULAR

Meeting Date: 04/02/2013

Submitted For: Norma Longoria **Submitted By:** Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

Requesting approval of the Nutrition Physical Activity and Obesity Prevention grant contract amendment #2012-041053-001A., The purpose of the Amendment is to revise the General Provisions to include potential need for utilization of 5% for public health emergencies and / or training. The effective date of this Amendment is 02/26/2013.

BACKGROUND

AI-33066 -2012-041053 - 7/10/2012
Acceptance of Nutrition Physical Obesity Activity Prevention Grant.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1292-441-00-350-014-3-XXX

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

NPAOP Amendment

Original DSHS Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/21/2013 07:46 AM
Erika Zamora	Obdett Calzada	03/22/2013 10:29 AM
Sylvia Solis	Sylvia Solis	03/27/2013 08:42 AM
Purchasing Department	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Margarita Gonzalez Started On: 03/20/2013 02:29 PM

Final Approval Date: 03/28/2013

DEPARTMENT OF STATE HEALTH SERVICES

Amendment
To

The Department of State Health Services (DSHS) and HIDALGO COUNTY HEALTH AND HUMAN SERVICES_ (Contractor) agree to amend the Program Attachment # _001A_ (Program Attachment) to Contract # _2012-041053_ (Contract) in accordance with this Amendment No. 001B : NUTRITION PHYSICAL ACTIVITY AND OBESITY PREVENTION_, effective _02/26/2013_ .

The purpose of this Amendment is to revise the General Provisions to include potential need for utilization of 5% for public health emergencies and /or training.

Therefore, DSHS and Contractor agree as follows:

Program Attachment number is revised as follows:

PROGRAM ATTACHMENT NO. ~~**001A**~~ **001B**

SECTION VIII. SPECIAL PROVISIONS, is revised to add the following:

General Provisions, ARTICLE II. SERVICES, Section 2.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

Department of State Health Services

_____
Signature of Authorized Official

Date: _____

Bob Burnette, C.P.M., CTPM

Director, Client Services Contracting Unit

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

Contractor

_____
Signature of Authorized Official

Date: _____

Name: Ramon Garcia

Title: Hidalgo County Judge

Address: 302 W. University Drive
Edinburg, Texas 78539

Phone: (956)318-2600

Email: norma.longoria@wic.co.hidalgo.tx.us

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2012-041053 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY AND HUMAN SERVICES (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $50,000.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 06/30/2012 and ends on 06/29/2013. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

a. Core Contract (this document)
b. Program Attachments:

2012-041053-001 NUTRITION PHYSICAL ACTIVITY AND OBESITY PREVENTION

c. General Provisions (Sub-recipient)
d. Solicitation Document(s), and
e. Contractor's response(s) to the Solicitation Document(s).
f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY
Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
Vendor Identification Number: 17460007176037

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY AND HUMAN SERVICES
By:_____ Signature of Authorized Official	By:_____ Signature
_____ Date	_____ Date
Bob Burnette, C.P.M., CTPM	_____ Printed Name and Title
Director, Client Services Contracting Unit	_____ Address
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	_____ City, State, Zip
(512) 458-7470	_____ Telephone Number
Bob.Burnette@dshs.state.tx.us	_____ E-mail Address for Official Correspondence

CONTRACT NO. 2012-041053
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO.

CONTRACTOR: HIDALGO COUNTY AND HUMAN SERVICES

DSHS PROGRAM: NUTRITION PHYSICAL ACTIVITY AND OBESITY PREVENTION

TERM: 06/30/2012 THRU: 06/29/2013

SECTION I. STATEMENT OF WORK:

In collaboration with the Department of State Health Services' (DSHS) Nutrition, Physical Activity, and Obesity Prevention (NPAOP) Program, Contractor shall support obesity prevention efforts by addressing community policy and environmental changes. Contractor shall increase community capacity through strategic planning focusing on evidence-based community strategies for obesity prevention to make healthy eating, breastfeeding, and physical activity easier choices in Texas communities.

During the project period, Contractor shall:

1. Utilize existing infrastructure and strategic partnerships to leverage community assets to work towards policy/environmental change activities for obesity prevention;
2. Implement the approved work plan attached as Exhibit A, with technical assistance from DSHS NPAOP Program;
3. Conduct process and outcome evaluations of activities related to community policy, systems and/or environmental changes to prevent obesity; and
4. Report progress to DSHS as referenced below.

Contractor shall collaborate with DSHS to sustain and/or expand on no more than two (2) of the following Centers for Disease Control (CDC) Community Strategies for Obesity Prevention:

- Increase availability of healthier food and beverage choices in public service venues
- Improve availability of affordable healthier food and beverage choices in public service venues
- Improve geographic availability of supermarkets in underserved areas
- Provide incentives to food retailers to locate in and/or offer healthier food and beverage choices in underserved areas
- Improve availability of mechanisms for purchasing foods from farms
- Provide incentives for the production, distribution, and procurement of foods from local farms
- Restrict availability of less healthy foods and beverages in public service venues
- Institute smaller portion size options in additional public service venues

- Limit advertisements of less healthy foods and beverages
- Discourage consumption of sugar-sweetened beverages
- Increase support for breastfeeding
- Require physical education in schools
- Increase the amount of physical activity in physical education programs in schools
- Increase opportunities for extracurricular physical activity
- Reduce screen time in public service venues
- Improve access to outdoor recreational facilities
- Enhance infrastructure supporting bicycling
- Enhance infrastructure supporting walking
- Support locating schools within easy walking distance of residential areas
- Improve access to public transportation
- Zone for mixed-use development
- Enhance personal safety in areas where persons are or could be physically active
- Enhance traffic safety in areas where persons are or could be physically active
- Participate in community coalitions or partnerships to address obesity

Contractor shall conduct process and outcome evaluations of activities.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS' Program will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Program Attachment amount, Contractor's budget may be subject to a decrease for the remainder of Renewal Attachment term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

SECTION II. PERFORMANCE MEASURES:

The performance measures are referenced in the approved work plan (Exhibit A) and will be used to assess, in part, Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the other terms of the contract or any other method of determining compliance. Additional performance measures include:

1. Maintaining and/or expanding on a sustainable model for policy and environmental change to include:
    A) The support of existing infrastructure through accomplishment of one or more policy or environmental changes related to decreasing sugar sweetened beverages, decreasing energy dense foods, decreasing television viewing, increasing access to and intake of fruit and vegetables, increasing physical activity, and/or

increasing breastfeeding which are supported by evidence to impact obesity prevention in the target community; and

B) Three (3) partnership meetings of coalitions or workgroups which Contractor convenes, participates in, or facilitates.

2. Evaluation to include:
   A) Enhancement of an evaluation plan that outlines indicators, data collection methods, and analyses associated with proposed activities outlined in the contractor's work plan (Exhibit A) and with each of the performance measures stated in Section II.1.
   B) Collection of process evaluation data for all project inputs and outputs.
   C) Collection of data for assessing program outcomes
   D) The development of one report/summary of evaluation findings.

3. Contractor shall report all monthly activities into DSHS Program Management and Tracking System (PMATS) by the 10th day of each month beginning July 10, 2012, through June 10, 2013.

4. Contractor shall participate in monthly conference calls and one site visit with DSHS staff from the Nutrition, Physical Activity and Obesity Prevention Program.

5. Submit end-of-year report (as referenced as Exhibit B) to Christina.Thi@dshs.state.tx.us by June 30, 2013.

SECTION III. SOLICITATION DOCUMENT:

FY 2011 Competitive Request for Proposals (RFP) for HPCDP/OBES Community Obesity Prevention Projects, RFP #: HPCDP/OBES-0445.1

SECTION IV. RENEWALS:

DSHS may renew the Program Attachment for up to one (1) additional one- year terms at DSHS sole discretion.

SECTION V. PAYMENT METHOD:

Cost Reimbursement
Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13). Vouchers should be mailed or submitted by fax or electronic mail to the addresses/number below.

Invoices and reports shall be submitted to the following address:

Department of State Health Services
Claims and Processing Unit, MC 1940
P. O. Box 149347
Austin, Texas 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 776-7442. The email address is invoices@dshs.state.tx.us, please copy Christina.Thi@dshs.state.tx.us.

SECTION VII. BUDGET:

SOURCE OF FUNDS: CFDA #:

DUNS #: 103110834

SECTION VIII. SPECIAL PROVISIONS:

General Provisions**, Article XIII. General Terms**, **Section 13.15 Amendment**, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.

2012-041053-001

Categorical Budget:

PERSONNEL	$0.00
FRINGE BENEFITS	$0.00
TRAVEL	$10,775.00
EQUIPMENT	$0.00
SUPPLIES	$11,025.00
CONTRACTUAL	$14,400.00
OTHER	$13,800.00
TOTAL DIRECT CHARGES	$50,000.00
INDIRECT CHARGES	$0.00
TOTAL	$50,000.00
DSHS SHARE	$50,000.00
CONTRACTOR SHARE	$0.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $50,000.00

Financial status reports are due: 10/31/2012, 01/31/2013, 04/30/2013, 08/28/2013

Fiscal Year 2012 Department of State Health Services Contract
General Provisions
(Core/Subrecipient)

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(Core/Subrecipient)

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Fiscal Year 2012 Department of State Health Services Contract
General Provisions
(Core/Subrecipient)

ARTICLE I COMPLIANCE AND REPORTING

Section 1.01 **Compliance with Statutes and Rules.** Contractor shall comply, and shall require its subcontractor(s) to comply, with the requirements of the Department's rules of general applicability and other applicable state and federal statutes, regulations, rules, and executive orders, as such statutes, regulations, rules, and executive orders currently exist and as they may be lawfully amended. The Department rules are located in the Texas Administrative Code, Title 25 (Rules). To the extent this Contract imposes a higher standard, or additional requirements beyond those required by applicable statutes, regulations, rules or executive orders, the terms of this Contract will control. Contractor further agrees that, upon notification from DSHS, Contractor shall comply with the terms of any contract provisions DSHS is required to include in its contracts under legislation effective at the time of the effective date of this Contract or during the term of this Contract.

Section 1.02 **Compliance with Requirements of Solicitation Document.** Except as specified in these General Provisions or the Program Attachment(s), Contractor shall comply with the requirements, eligibility conditions, assurances, certifications and program requirements of the Solicitation Document, if any, (including any revised or additional terms agreed to in writing by Contractor and DSHS prior to execution of this Contract) for the duration of this Contract or any subsequent renewals. The Parties agree that the Department has relied upon Contractor's response to the Solicitation Document. The Parties agree that any misrepresentation contained in Contractor's response to the Solicitation Document constitutes a breach of this Contract.

Section 1.03 **Reporting.** Contractor shall submit reports in accordance with the reporting requirements established by the Department and shall provide any other information requested by the Department in the format required by DSHS. Failure to submit any required report or additional requested information by the due date specified in the Program Attachment(s) or upon request constitutes a breach of contract, may result in delayed payment and/or the imposition of sanctions and remedies, and, if appropriate, emergency action; and may adversely affect evaluation of Contractor's future contracting opportunities with the Department.

Section 1.04 **Client Financial Eligibility.** Where applicable, Contractor shall use financial eligibility criteria, financial assessment procedures and standards developed by the Department to determine client eligibility.

Section 1.05 **Applicable Contracts Law and Venue for Disputes.** Regarding all issues related to contract formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, this Contract will be governed by, and construed in accordance with, the laws of the State of Texas. In the event of a dispute between the Parties, venue for any suit will be Travis County, Texas.

Section 1.06 **Applicable Laws and Regulations Regarding Funding Sources.** Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars, the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Governor's Budget, Planning and Policy Division. UGMA and UGMS can be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. Contractor also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements §__.14. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be

located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

Section 1.07 **Statutes and Standards of General Applicability.** Contractor is responsible for reviewing and complying with all applicable statutes, rules, regulations, executive orders and policies. To the extent applicable to Contractor, Contractor shall comply with the following:

a) the following statutes, rules, regulations, and DSHS policy (and any of their subsequent amendments) that collectively prohibit discrimination, exclusion from or limitation of participation in programs, benefits or activities or denial of any aid, care, service or other benefit on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities, age, substance abuse, political belief or religion: 1) Title VI of the Civil Rights Act of 1964, 42 USC §§ 2000d et seq.; 2) Title IX of the Education Amendments of 1972, 20 USC §§ 1681-1683, and 1685-1686; 3) Section 504 of the Rehabilitation Act of 1973, 29 USC § 794(a); 4) the Americans with Disabilities Act of 1990, 42 USC §§ 12101 et seq.; 5) Age Discrimination Act of 1975, 42 USC §§ 6101-6107; 6) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 USC § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91; 8) U.S. Department of Labor, Equal Employment Opportunity E.O. 11246; 9) Tex. Lab. Code Chapter 21; 10) Food Stamp Act of 1977 (7 USC § 200 et seq.; 11) Executive Order 13279, 45 CFR Part 87 or 7 CFR Part 16 regarding equal treatment and opportunity for religious organizations; 12) Drug Abuse Office and Treatment Act of 1972, 21 USC §§ 1101 et seq., relating to drug abuse; 13) Public Health Service Act of 1912, §§ 523 and 527, 42 USC § 290dd-2, and 42 CFR Part 2, relating to confidentiality of alcohol and drug abuse patient records; 14) Title VIII of the Civil Rights Act of 1968, 42 USC §§ 3601 et seq., relating to nondiscrimination in housing; and 15) DSHS Policy AA-5018, Non-discrimination Policy for DSHS Programs;
b) Immigration Reform and Control Act of 1986, 8 USC § 1324a, regarding employment verification;
c) Pro-Children Act of 1994, 20 USC §§ 6081-6084, and the Pro-Children Act of 2001, 20 USC § 7183, regarding the non-use of all tobacco products;
d) National Research Service Award Act of 1971, 42 USC §§ 289a-1 et seq., and 6601 (PL 93-348 and PL 103-43), regarding human subjects involved in research;
e) Hatch Political Activity Act, 5 USC §§ 1501-1508 and 7324-28, which limits the political activity of employees whose employment is funded with federal funds;
f) Fair Labor Standards Act, 29 USC §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 USC §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;
g) Tex. Gov. Code Chapter 469, pertaining to eliminating architectural barriers for persons with disabilities;
h) Texas Workers' Compensation Act, Tex. Lab. Code Chapters 401-406 and 28 Tex. Admin. Code Part 2, regarding compensation for employees' injuries;
i) The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;
j) The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR § 1910.1030, or Title 25 Tex. Admin. Code Chapter 96 regarding safety standards for handling blood borne pathogens;
k) Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;
l) environmental standards pursuant to the following: 1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§ 4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality;" 2) Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for

Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans;" 3) Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961; 4) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951 and, if applicable, flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 93-234); 5) Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§ 1451 et seq.; 6) Federal Water Pollution Control Act, 33 USC §1251 et seq.; 7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§ 300f-300j; 8) Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§ 1531 et seq.; 9) Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, 42 USC §§7401 et seq.; 10) Wild and Scenic Rivers Act of 1968 (16 USC §§ 1271 et seq.) related to protecting certain rivers system; and 11) Lead-Based Paint Poisoning Prevention Act (42 USC §§ 4801 et seq.) prohibiting the use of lead-based paint in residential construction or rehabilitation;

m) Intergovernmental Personnel Act of 1970 (42 USC §§4278-4763) regarding personnel merit systems for programs specified in Appendix A of the federal Office of Program Management's Standards for a Merit System of Personnel Administration (5 CFR Part 900, Subpart F);
n) Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;
o) Davis-Bacon Act (40 USC §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 USC § 874), and the Contract Work Hours and Safety Standards Act (40 USC §§ 327-333), regarding labor standards for federally-assisted construction subagreements;
p) National Historic Preservation Act of 1966, §106 (16 USC § 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974 (16 USC §§ 469a-1 et seq.) regarding historic property to the extent necessary to assist DSHS in complying with the Acts;
q) financial and compliance audits in accordance with Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations;"
r) Trafficking Victims Protection Act of 2000, Section 106(g) (22 USC § 7104);
s) Executive Order, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, if required by a federal funding source of the Contract; and
t) requirements of any other applicable state and federal statutes, executive orders, regulations, rules and policies.

If this Contract is funded by a federal grant or cooperative agreement, additional state or federal requirements found in the Notice of Grant Award are imposed on Contractor and incorporated herein by reference. Contractor may obtain a copy of any applicable Notice of Grant Award from the contract manager assigned to the Program Attachment.

Section 1.08 **Applicability of General Provisions to Interagency and Interlocal Contracts.** Certain sections or portions of sections of these General Provisions will not apply to Contractors that are State agencies or units of local government; and certain additional provisions will apply to such Contractors.

a) The following sections or portions of sections of these General Provisions will not apply to interagency or interlocal contracts:
    1) Hold Harmless and Indemnification, Section 13.19;
    2) Independent Contractor, Section 12.15 (delete the third sentence in its entirety; delete the word "employees" in the fourth sentence; the remainder of the section applies);
    3) Insurance, Section 12.03;
    4) Liability Coverage, Section 12.05;

5) Fidelity Bond, Section 12.04;
6) Historically Underutilized Businesses, Section 12.10 (Contractor, however, shall comply with HUB requirements of other statutes and rules specifically applicable to that entity);
7) Debt to State and Corporate Status, Section 3.01;
8) Application of Payment Due, Section 3.02; and
9) Article XV Claims against the Department (This Article is inapplicable to interagency contracts only).

b) The following additional provisions will apply to interagency contracts:
1) This Contract is entered into pursuant to the authority granted and in compliance with the provisions of the Interagency Cooperation Act, Tex. Gov. Code Chapter 771;
2) The Parties hereby certify that (1) the services specified are necessary and essential for the activities that are properly within the statutory functions and programs of the affected agencies of State government; (2) the proposed arrangements serve the interest of efficient and economical administration of the State government; and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of the State of Texas to be supplied under contract given to the lowest responsible bidder; and
3) DSHS certifies that it has the authority to enter into this Contract granted in Tex. Health & Safety Code Chapter 1001, and Contractor certifies that it has specific statutory authority to enter into and perform this Contract.

c) The following additional provisions will apply to interlocal contracts:
1) This Contract is entered into pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Tex. Gov. Code Chapter 791;
2) Payments made by DSHS to Contractor will be from current revenues available to DSHS; and
3) Each Party represents that it has been authorized to enter into this Contract.

d) Contractor agrees that Contract Revision Requests (pursuant to the Contractor's Request for Revision to Certain Contract Provisions section), when signed by a duly authorized representative of Contractor, will be effective as of the effective date specified by the Department, whether that date is prior to or after the date of any ratification by Contractor's governing body.

Section 1.09 **Civil Rights Policies and Complaints.** Upon request, Contactor shall provide the Health and Human Services Commission (HHSC) Civil Rights Office with copies of all Contractor's civil rights policies and procedures. Contractor shall notify HHSC's Office of Civil Rights of any civil rights complaints received relating to performance under this Contract no more than ten (10) calendar days after Contractor's receipt of the claim. Notice must be directed to –

HHSC Civil Rights Office
701 W. 51st St., Mail Code W206
Austin, Texas 78751
Toll-free phone (888) 388-6332
Phone (512) 438-4313
TTY Toll-free (877) 432-7232
Fax (512) 438-5885

Section 1.10 **Licenses, Certifications, Permits, Registrations and Approvals.** Contractor shall obtain and maintain all applicable licenses, certifications, permits, registrations and approvals to conduct its business and to perform the services under this Contract. Failure to obtain or any revocation, surrender, expiration, non-renewal, inactivation or suspension of any such license, certification, permit, registration or approval constitutes grounds for termination of this Contract or other remedies the Department deems appropriate. Contractor shall ensure that all its employees, staff and volunteers obtain and maintain in active status all

licenses, certifications, permits, registrations and approvals required to perform their duties under this Contract and shall prohibit any person who does not hold a current, active required license, certification, permit, registration or approval from performing services under this Contract.

ARTICLE II SERVICES

Section 2.01 **Education to Persons in Residential Facilities.** If applicable, Contractor shall ensure that all persons, who are housed in Department-licensed and/or -funded residential facilities and who are twenty-two (22) years of age or younger, have access to educational services as required by Tex. Educ. Code § 29.012. Contractor shall notify the local education agency or local early intervention program as prescribed by Tex. Educ. Code § 29.012 not later than the third calendar day after the date a person who is twenty-two (22) years of age or younger is placed in Contractor's residential facility.

Section 2.02 **Disaster Services.** In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or as a federal disaster by the appropriate federal official, Contractor may be called upon to assist DSHS in providing services, as appropriate, in the following areas: community evacuation; health and medical assistance; assessment of health and medical needs; health surveillance; medical care personnel; health and medical equipment and supplies; patient evacuation; in-hospital care and hospital facility status; food, drug, and medical device safety; worker health and safety; mental health and substance abuse; public health information; vector control and veterinary services; and victim identification and mortuary services. Contractor shall carry out disaster services in the manner most responsive to the needs of the emergency, be cost-effective, and be least intrusive on Contractor's primary services.

Section 2.03 **Consent to Medical Care of a Minor.** If Contractor provides medical, dental, psychological or surgical treatment to a minor under this Contract, either directly or through contracts with subcontractors, Contractor shall not provide treatment of a minor unless informed consent to treatment is obtained pursuant to Tex. Fam. Code Chapter 32, relating to consent to treatment of a child by a non-parent or child or pursuant to other state law. If requirements of federal law relating to consent directly conflict with Tex. Fam. Code Chapter 32, federal law supersedes state law.

Section 2.04 **Telemedicine Medical Services.** Contractor shall ensure that if Contractor or its subcontractor uses telemedicine/telepsychiatry that the services are implemented in accordance with written procedures and using a protocol approved by Contractor's medical director and using equipment that complies with the equipment standards as required by the Department. Procedures for providing telemedicine service must include the following requirements:

a) clinical oversight by Contractor's medical director or designated physician responsible for medical leadership;
b) contraindication considerations for telemedicine use;
c) qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;
d) safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
e) use by credentialed licensed providers providing clinical care within the scope of their licenses;
f) demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
g) priority in scheduling the system for clinical care of individuals;
h) quality oversight and monitoring of satisfaction of the individuals served; and
i) management of information and documentation for telemedicine services that ensures timely access to

accurate information between the two sites.
Telemedicine Medical Services does not include chemical dependency treatment services provided by electronic means under Rule § 448.911.

Section 2.05 **Fees for Personal Health Services.** Contractor may develop a system and schedule of fees for personal health services in accordance with the provisions of Tex. Health & Safety Code § 12.032, DSHS Rule §1.91 covering Fees for Personal Health Services, and other applicable laws or grant requirements. The amount of a fee must not exceed the actual cost of providing the services. No client may be denied a service due to inability to pay.

Section 2.06 **Cost Effective Purchasing of Medications.** If medications are funded under this Contract, Contractor shall make needed medications available to clients at the lowest possible prices and use the most cost effective medications purchasing arrangement possible.

Section 2.07 **Services and Information for Persons with Limited English Proficiency.** Contractor shall take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities. Contractor shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter. Contractor shall make every effort to avoid use of any persons under the age of eighteen (18) or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency, unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

ARTICLE III FUNDING

Section 3.01 **Debt to State and Corporate Status.** Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Contractor if Contractor is indebted to the State for any reason, including a tax delinquency. Contractor, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). Contractor, if a corporation, further certifies that it is and will remain in good standing with the Secretary of State's office. A false statement regarding franchise tax or corporate status is a material breach of this Contract. If franchise tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Contractor's delinquent franchise tax is paid in full.

Section 3.02 **Application of Payment Due.** Contractor agrees that any payments due under this Contract will be applied towards any debt of Contractor, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Section 3.03 **Use of Funds.** Contractor shall expend Department funds only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

Section 3.04 **Use for Match Prohibited.** Contractor shall not use funds provided through this Contract for matching purposes in securing other funding unless directed or approved by the Department in writing.

Section 3.05 **Program Income.** Gross income directly generated from Department funds through a project

or activity performed under a Program Attachment and/or earned only as a result of a Program Attachment during the term of the Program Attachment are considered program income. Unless otherwise required under the terms of the grant funding this Contract, Contractor shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of program income to further the program objectives of the state or federal statute under which the Program Attachment was made, and Contractor shall spend the program income on the same Program Attachment project in which it was generated. Contractor shall identify and report this income in accordance with the Compliance and Reporting Article of these General Provisions, the Contractor's Financial Procedures Manual located at http://www.dshs.state.tx.us/contracts/cfpm.shtm and the provisions of the Program Attachment(s). Contractor shall expend program income during the Program Attachment term and may not carry forward to any succeeding term. Contractor shall refund program income not expended in the term in which it is earned to DSHS. DSHS may base future funding levels, in part, upon Contractor's proficiency in identifying, billing, collecting, and reporting program income, and in using it for the purposes and under the conditions specified in this Contract.

Section 3.06 **Nonsupplanting.** Contractor shall not supplant (i.e., use funds from this Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Contract) but rather shall use funds from this Contract to supplement existing state or local funds currently available for a particular activity. Contractor shall make a good faith effort to maintain its current level of support. Contractor may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE IV PAYMENT METHODS AND RESTRICTIONS

Section 4.01 **Payment Methods.** Except as otherwise provided by the provisions of the Program Attachment(s), the payment method for each Program Attachment will be one of the following methods:

a) cost reimbursement. This payment method is based on an approved budget in the Program Attachment(s) and acceptable submission of a request for reimbursement; or
b) unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service, as stated in the Program Attachment(s) and acceptable submission of all required documentation, forms and/or reports.

Section 4.02 **Billing Submission.** Contractors shall bill the Department in accordance with the Program Attachment(s) in the form and format prescribed by DSHS. Unless otherwise specified in the Program Attachment(s) or permitted under the Third Party Payors section of this Article, Contractor shall submit requests for reimbursement or payment monthly within thirty (30) calendar days following the end of the month covered by the bill. Contractor shall maintain all documentation that substantiates billing submissions and make the documentation available to DSHS upon request.

Section 4.03 **Final Billing Submission.** Unless otherwise provided by the Department, Contractor shall submit a reimbursement or payment request as a final close-out bill not later than sixty (60) calendar days following the end of the term of the Program Attachment for goods received and services rendered during the term. If necessary to meet this deadline, Contractor may submit reimbursement or payment requests by facsimile transmission. Reimbursement or payment requests received in DSHS's offices more than sixty (60) calendar days following the end of the applicable term will not be paid. Consideration of requests for an exception will be made on a case-by-case basis, subject to the availability of funding, and only for an extenuating circumstance, such as a catastrophic event, natural disaster, or criminal activity that substantially interferes with normal business operations or causes damage or destruction of a place of business and/or records. A written statement describing the extenuating circumstance and the last request for reimbursement

must be submitted for review and approval to the DSHS Accounting Section.

Section 4.04 **Working Capital Advance.** If allowed under this Contract, a single one-time working capital advance per term of the Program Attachment may be granted at the Department's discretion. Contractor must submit documentation to the contract manager assigned to the Program Attachment to justify the need for a working capital advance. Contractor shall liquidate the working capital advance as directed by the Department. The requirements for the documentation justifying the need for an advance and the directions for liquidating the advance are found in the Contractor's Financial Procedures Manual located at http://www.dshs.state.tx.us/contracts/cfpm.shtm.

Section 4.05 **Financial Status Reports (FSRs).** Except as otherwise provided in these General Provisions or in the terms of the Program Attachment(s), for contracts with categorical budgets, Contractor shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for Department review and financial assessment. Contractor shall submit the final FSR no later than sixty (60) calendar days following the end of the applicable term.

Section 4.06 **Third Party Payors.** A third party payor is any person or entity who has the legal responsibility for paying for all or part of the services provided. Third party payors include, but are not limited to, commercial health or liability insurance carriers, Medicaid, or other federal, state, local, and private funding sources. Except as provided in this Contract, Contractor shall screen all clients and shall not bill the Department for services eligible for reimbursement from third party payors. Contractor shall (a) enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Contract that may be covered by those programs, and bill those programs for the covered services; (b) provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs; (c) allow clients who are otherwise eligible for Department services, but cannot pay a deductible required by a third party payor, to receive services up to the amount of the deductible and to bill the Department for the deductible; (d) not bill the Department for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted, in which case the thirty (30)-day requirement in the Billing Submission section will be extended until all such appeals have been exhausted; (e) maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement; (f) bill all third party payors for services provided under this Contract before submitting any request for reimbursement to Department; and (g) provide third party billing functions at no cost to the client.

ARTICLE V TERMS AND CONDITIONS OF PAYMENT

Section 5.01 **Prompt Payment.** Upon receipt of a timely, undisputed invoice pursuant to this Contract, Department will pay Contractor. Payments and reimbursements are contingent upon a signed Contract and will not exceed the total amount of authorized funds under this Contract. Contractor is entitled to payment or reimbursement only if the service, work, and/or product has been authorized by the Department and performed or provided pursuant to this Contract. If those conditions are met, Department will make payment in accordance with the Texas prompt payment law (Tex. Gov. Code Chapter 2251). Contractor shall comply with Tex. Gov. Code Chapter 2251 regarding its prompt payment obligations to subcontractors. Payment of invoices by the Department will not constitute acceptance or approval of Contractor's performance, and all invoices and Contractor's performance are subject to audit or review by the Department.

Section 5.02 **Withholding Payments.** Department may withhold all or part of any payments to Contractor to offset reimbursement for any ineligible expenditures, disallowed costs, or overpayments that Contractor has not refunded to Department, or if financial status report(s) required by the Department are not submitted by the

date(s) due. Department may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Contractor's repayment obligations.

Section 5.03 **Condition Precedent to Requesting Payment.** Contractor shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting cash payments including any advance payments from Department.

Section 5.04 **Acceptance as Payment in Full.** Except as permitted in the Fees for Personal Health Services section of the Services Article of these General Provisions or under 25 Tex. Admin. Code § 444.413, Contractor shall accept reimbursement or payment from DSHS as payment in full for services or goods provided to clients or participants, and Contractor shall not seek additional reimbursement or payment for services or goods from clients or participants or charge a fee or make a profit with respect to the Contract. A fee or profit is considered to be an amount in excess of actual allowable costs that are incurred in conducting an assistance program.

ARTICLE VI ALLOWABLE COSTS AND AUDIT REQUIREMENTS

Section 6.01 **Allowable Costs.** For services satisfactorily performed, and sufficiently documented, pursuant to this Contract, DSHS will reimburse Contractor for allowable costs. Contractor must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. DSHS will determine whether costs submitted by Contractor are allowable and eligible for reimbursement. If DSHS has paid funds to Contractor for unallowable or ineligible costs, DSHS will notify Contractor in writing, and Contractor shall return the funds to DSHS within thirty (30) calendar days of the date of this written notice. DSHS may withhold all or part of any payments to Contractor to offset reimbursement for any unallowable or ineligible expenditures that Contractor has not refunded to DSHS, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). DSHS may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Contractor's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	OMB Circular A-87 (2 CFR, Part 225)	OMB Circular A-133 and UGMS	UGMS, OMB Circular A-102, and applicable Federal awarding agency common rule
Educational Institutions	OMB Circular A-21 (2 CFR, Part 220); and UGMS, as applicable	OMB Circular A-133	OMB Circular A-110 (2 CFR, Part 215) and applicable Federal awarding agency common rule; and UGMS, as applicable
Non-Profit Organizations	OMB Circular A-122 (2 CFR, Part 230)	OMB Circular A-133 and UGMS	UGMS; OMB Circular A-110 (2 CFR, Part 215) and applicable Federal awarding agency common rule
For-profit Organization	48 CFR Part 31,	OMB Circular A-	UGMS and applicable

other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	133 and UGMS	Federal awarding agency common rule

A chart of applicable Federal awarding agency common rules is located through a weblink on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

Section 6.02 **Independent Single or Program-Specific Audit**. If Contractor within Contractor's fiscal year expends a total amount of at least $500,000 in federal funds awarded, Contractor shall have a single audit or program-specific audit in accordance with the Office of Management and Budget (OMB) Circ. No. A-133, the Single Audit Act of 1984, P L 98-502, 98 Stat. 2327, and the Single Audit Act Amendments of 1996, P L 104-156, 110 Stat. 1396. The $500,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Contractor within Contractor's fiscal year expends a total amount of at least $500,000 in state funds awarded, Contractor must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Contractors whose expenditures meet or exceed the federal and/or state expenditure thresholds stated above shall follow the guidelines in OMB Circular A-133 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Contractor to complete the Single Audit Determination Registration Form. If Contractor fails to complete the Single Audit Determination Form within thirty (30) calendar days after notification by OIG to do so, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS, which is accessible through a web link on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. Contractor shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS. Contractor, unless Contractor is a state governmental entity, shall competitively re-procure independent single audit services at least every five (5) years and shall not use the same lead auditor or coordinating audit partner (having primary responsibility for the audit) to conduct the independent audit for more than five (5) consecutive years.

Section 6.03 **Submission of Audit.** Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Contractor shall submit one copy to the Department's Contract Oversight and Support Section, and one copy to the OIG, at the following addresses:

Department of State Health Services
Contract Oversight and Support, Mail Code 1326
P.O. Box 149347
Austin, Texas 78714-9347
Health and Human Services Commission

Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

If Contractor fails to submit the audit report as required by the Independent Single or Program-Specific Audit

section within thirty (30) calendar days of receipt by Contractor of an audit report, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract.

ARTICLE VII CONFIDENTIALITY

Section 7.01 **Maintenance of Confidentiality.** Contractor must maintain the privacy and confidentiality of information and records received during or related to the performance of this Contract, including patient and client records that contain protected health information (PHI), and any other information that discloses confidential personal information or identifies any client served by DSHS, in accordance with applicable federal and state laws, rules and regulations, including but not limited to 7 CFR Part 246; 42 CFR Part 2; 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act [HIPAA]); Tex. Health & Safety Code Chapters 12, 47, 81, 82, 85, 88, 92, 161, 181, 241, 245, 251, 534, 576, 577, 596, 611, and 773; and Tex. Occ. Code Chapters 56 and 159 and all applicable rules and regulations.

Section 7.02 **Department Access to PHI and Other Confidential Information.** Contractor shall cooperate with Department to allow Department to request, collect and receive PHI and other confidential information under this Contract, without the consent of the individual to whom the PHI relates, for funding, payment and administration of the grant program, and for purposes permitted under applicable state and federal confidentiality and privacy laws.

Section 7.03 **Exchange of Client-Identifying Information.** Except as prohibited by other law, Contractor and DSHS shall exchange PHI without the consent of clients in accordance with 45 CFR § 164.504(e)(3)(i)(B), Tex. Health & Safety Code § 533.009 and Rule Chapter 414, Subchapter A or other applicable laws or rules. Contractor shall disclose information described in Tex. Health & Safety Code § 614.017(a)(2) relating to special needs offenders, to an agency described in Tex. Health & Safety Code § 614.017(c) upon request of that agency, unless Contractor documents that the information is not allowed to be disclosed under 45 CFR Part 164 or other applicable law.

Section 7.04 **Security of Patient or Client Records.** Contractor shall maintain patient and client records in compliance with state and federal law relating to security and retention of medical or mental health and substance abuse patient and client records. Department may require Contractor to transfer original or copies of patient and client records to Department, without the consent or authorization of the patient or client, upon termination of this Contract or a Program Attachment to this Contract, as applicable, or if the care and treatment of the individual patient or client is transferred to another entity. Prior to providing services funded under this Contract to a patient or client, Contractor shall attempt to obtain consent from the patient or client to transfer copies of patient or client records to another entity funded by DSHS upon termination of this Contract or a Program Attachment to this Contract, as applicable, or if care or treatment is transferred to another DSHS-funded contractor.

Section 7.05 **HIV/AIDS Model Workplace Guidelines.** If providing direct client care, services, or programs, Contractor shall implement Department's policies based on the HIV/AIDS (human immunodeficiency virus/acquired immunodeficiency syndrome) Model Workplace Guidelines for Businesses, State Agencies, and State Contractors, Policy No. 090.021, and Contractor shall educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Tex. Health & Safety Code § 85.112-114. A link to the Model Workplace Guidelines can be found at http://www.dshs.state.tx.us/hivstd/policy/policies.shtm.

ARTICLE VIII RECORDS RETENTION

Section 8.01 **Retention.** Contractor shall retain records in accordance with applicable state and federal statutes, rules and regulations. At a minimum, Contractor shall retain and preserve all other records, including financial records that are generated or collected by Contractor under the provisions of this Contract, for a period of four (4) years after the termination of this Contract. If services are funded through Medicaid, the federal retention period, if more than four (4) years, will apply. Contractor shall retain all records pertaining to this Contract that are the subject of litigation or an audit until the litigation has ended or all questions pertaining to the audit are resolved. Legal requirements for Contractor may extend beyond the retention schedules established in this section. Contractor shall retain medical records in accordance with Tex. Admin. Code Title 22, Part 9, § 165.1(b) and (c) or other applicable statutes, rules and regulations governing medical information. Contractor shall include this provision concerning records retention in any subcontract it awards. If Contractor ceases business operations, it shall ensure that records relating to this Contract are securely stored and are accessible by the Department upon Department's request for at least four (4) years from the date Contractor ceases business or from the date this Contract terminates, whichever is sooner. Contractor shall provide, and update as necessary, the name and address of the party responsible for storage of records to the contract manager assigned to the Program Attachment.

ARTICLE IX ACCESS AND INSPECTION

Section 9.01 **Access.** In addition to any right of access arising by operation of law, Contractor, and any of Contractor's affiliate or subsidiary organizations or subcontractors shall permit the Department or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including the Comptroller General of the United States, OIG, and the State Auditor's Office (SAO), unrestricted access to and the right to examine any site where business is conducted or client services are performed, and all records (including financial records, client and patient records, if any, and Contractor's personnel records and governing body personnel records), books, papers or documents related to this Contract; and the right to interview members of Contractor's governing body, staff, volunteers, participants and clients concerning the Contract, Contractor's business and client services. If deemed necessary by the Department or the OIG, for the purpose of investigation or hearing, Contractor shall produce original documents related to this Contract. The Department and HHSC will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Payments will not foreclose the right of Department and HHSC to recover excessive or illegal payments. Contractor shall make available to the Department information collected, assembled or maintained by Contractor relative to this Contract for the Department to respond to requests that it receives under the Public Information Act. Contractor shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any subcontract it awards.

Section 9.02 **State Auditor's Office.** Contractor shall, upon request, make all records, books, papers, documents, or recordings related to this Contract available for inspection, audit, or reproduction during normal business hours to any authorized representative of the SAO. Contractor understands that the acceptance of funds under this Contract acts as acceptance of the authority of the SAO, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor shall cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested, and providing access to any information the SAO considers relevant to the investigation or audit. The SAO's authority to audit funds will apply to Contract funds disbursed by Contractor to its subcontractors, and Contractor shall include this provision concerning the SAO's authority to audit and the requirement to cooperate, in any subcontract Contractor awards.

Section 9.03 **Responding to Deficiencies.** Any deficiencies identified by DSHS or HHSC upon

examination of Contractor's records or during an inspection of Contractor's site(s) will be conveyed in writing to Contractor. Contractor shall submit, by the date prescribed by DSHS, a resolution to the deficiency identified in a site inspection, program review or management or financial audit to the satisfaction of DSHS or, if directed by DSHS, a corrective action plan to resolve the deficiency. A DSHS or HHSC determination of either an inadequate or inappropriate resolution of the findings may result in contract remedies or sanctions under the Breach of Contract and Remedies for Non-Compliance Article of these General Provisions.

ARTICLE X NOTICE REQUIREMENTS

Section 10.01 **Child Abuse Reporting Requirement.** This section applies to mental health and substance abuse contractors and contractors for the following public health programs: Human Immunodeficiency Virus/Sexually Transmitted Diseases (HIV/STD); Family Planning (Titles V, X and XX); Primary Health Care; Maternal and Child Health; and Women, Infants and Children (WIC) Nutrition Services. Contractor shall make a good faith effort to comply with child abuse reporting guidelines and requirements in Tex. Fam. Code Chapter 261 relating to investigations of reports of child abuse and neglect. Contractor shall develop, implement and enforce a written policy that includes at a minimum the Department's Child Abuse Screening, Documenting, and Reporting Policy for Contractors/Providers and train all staff on reporting requirements. Contractor shall use the DSHS Child Abuse Reporting Form as required by the Department located at www.dshs.state.tx.us/childabusereporting. Contractor shall retain reporting documentation on site and make it available for inspection by DSHS.

Section 10.02 **Significant Incidents.** In addition to notifying the appropriate authorities, Contractor shall report to the contract manager assigned to the Program Attachment significant incidents involving substantial disruption of Contractor's program operation, or affecting or potentially affecting the health, safety or welfare of Department-funded clients or participants within seventy-two (72) hours of discovery.

Section 10.03 **Litigation.** Contractor shall notify the contract manager assigned to the Program Attachment of litigation related to or affecting this Contract and to which Contractor is a party within seven (7) calendar days of becoming aware of such a proceeding. This includes, but is not limited to an action, suit or proceeding before any court or governmental body, including environmental and civil rights matters, professional liability, and employee litigation. Notification must include the names of the parties, nature of the litigation and remedy sought, including amount of damages, if any.

Section 10.04 **Action Against the Contractor.** Contractor shall notify the contract manager assigned to the Program Attachment if Contractor has had a contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within three (3) working days of the suspension or termination. Such notification must include the reason for such action; the name and contact information of the local, state or federal department or agency or entity; the date of the contract; and the contract or case reference number. If Contractor, as an organization, has surrendered its license or has had its license suspended or revoked by any local, state or federal department or agency or non-profit entity, it shall disclose this information within three (3) working days of the surrender, suspension or revocation to the contract manager assigned to the Program Attachment by submitting a one-page description that includes the reason(s) for such action; the name and contact information of the local, state or federal department or agency or entity; the date of the license action; and a license or case reference number.

Section 10.05 **Insolvency.** Contractor shall notify in writing the contract manager assigned to the Program Attachment of Contractor's insolvency, incapacity, or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission (TWC) within three (3) working days of the date of

determination that Contractor is insolvent or incapacitated, or the date Contractor discovered an unpaid obligation to the IRS or TWC. Contractor shall notify in writing the contract manager assigned to the Program Attachment of its plan to seek bankruptcy protection within three (3) working days of such action by Contractor's governing body.

Section 10.06 **Misuse of Funds and Performance Malfeasance.** Contractor shall report to the contract manager assigned to the Program Attachment, any knowledge of debarment, suspected fraud, program abuse, possible illegal expenditures, unlawful activity, or violation of financial laws, rules, policies, and procedures related to performance under this Contract. Contractor shall make such report no later than three (3) working days from the date that Contractor has knowledge or reason to believe such activity has taken place. Additionally, if this Contract is federally funded by the Department of Health and Human Services (HHS), Contractor shall report any credible evidence that a principal, employee, subcontractor or agent of Contractor, or any other person, has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Contractor shall make this report to the HHS Office of Inspector General at http://www.oig.hhs.gov/fraud/hotline/ no later than three (3) working days from the date that Contractor has knowledge or reason to believe such activity has taken place.

Section 10.07 **Criminal Activity and Disciplinary Action.** Contractor affirms that no person who has an ownership or controlling interest in the organization or who is an agent or managing employee of the organization has been placed on community supervision, received deferred adjudication, is presently indicted for or has been convicted of a criminal offense related to any financial matter, federal or state program or felony sex crime. Contractor shall notify in writing the contract manager assigned to the Program Attachment if it has reason to believe Contractor, or a person with ownership or controlling interest in the organization or who is an agent or managing employee of the organization, an employee or volunteer of Contractor, or a subcontractor providing services under this Contract has engaged in any activity that would constitute a criminal offense equal to or greater than a Class A misdemeanor or if such activity would reasonably constitute grounds for disciplinary action by a state or federal regulatory authority, or has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime. Contractor shall make the reports required by this section no later than three (3) working days from the date that Contractor has knowledge or reason to believe such activity has taken place. Contractor shall not permit any person who engaged, or was alleged to have engaged, in an activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed by DSHS.

Section 10.08 **Retaliation Prohibited.** Contractor shall not retaliate against any person who reports a violation of, or cooperates with an investigation regarding, any applicable law, rule, regulation or standard to the Department, another state agency, or any federal, state or local law enforcement official.

Section 10.09 **Documentation.** Contractor shall maintain appropriate documentation of all notices required under these General Provisions.

ARTICLE XI ASSURANCES AND CERTIFICATIONS

Section 11.01 **Certification.** Contractor certifies by execution of this Contract to the following:

a) it is not disqualified under 2 CFR §376.935 or ineligible for participation in federal or state assistance programs;
b) neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency in accordance with 2 CFR Parts 376 and 180 (parts A-I), 45 CFR Part 76 (or comparable federal regulations);

c) it has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency;

d) it is not subject to an outstanding judgment in a suit against Contractor for collection of the balance of a debt;

e) it is in good standing with all state and/or federal agencies that have a contracting or regulatory relationship with Contractor;

f) that no person who has an ownership or controlling interest in Contractor or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any program established under Medicare, Medicaid, or a federal block grant;

g) neither it, nor its principals have within the three(3)-year period preceding this Contract, has 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 private or public (federal, state or local) transaction or contract under a private or public transaction, violation of federal or state antitrust statutes (including those proscribing price-fixing between competitors, allocation of customers between competitors and bid-rigging), or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or false claims, tax evasion, obstruction of justice, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of Contactor or its principals;

h) neither it, nor its principals is presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with the commission of any of the offenses enumerated in subsection g) of this section; and

i) neither it, nor its principals within a three(3)-year period preceding this Contract has had one or more public transaction (federal, state or local) terminated for cause or default.

Contractor shall include the certifications in this Article, without modification (except as required to make applicable to the subcontractor), in all subcontracts and solicitations for subcontracts. Where Contractor is unable to certify to any of the statements in this Article, Contractor shall submit an explanation to the contract manager assigned to the Program Attachment. If Contractor's status with respect to the items certified in this Article changes during the term of this Contract, Contractor shall immediately notify the contract manager assigned to the Program Attachment.

Section 11.02 **Child Support Delinquencies.** As required by Tex. Fam. Code § 231.006, a child support obligor who is more than thirty (30) calendar days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. If applicable, Contractor shall maintain its eligibility to receive payments under this Contract, certifies that it is not ineligible to receive the payments specified in this Contract, and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

Section 11.03 **Authorization.** Contractor certifies that it possesses legal authority to contract for the services described in this Contract and that a resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the binding of the organization under this Contract including all understandings and assurances contained in this Contract, and directing and authorizing the person identified as the authorized representative of Contractor to act in connection with this Contract and

to provide such additional information as may be required.

Section 11.04 **Gifts and Benefits Prohibited.** Contractor certifies that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, present or future employment, gift, loan, gratuity, special discount, trip, favor, service or anything of monetary value to a DSHS or HHSC official or employee in connection with this Contract.

Section 11.05 **Ineligibility to Receive the Contract.** (a) Pursuant to Tex. Gov. Code § 2155.004 and federal law, Contractor is ineligible to receive this Contract if this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements, statement(s) of work or Solicitation Document on which this Contract is based. Contractor certifies that neither Contractor, nor its employees, nor anyone acting for Contractor has received compensation from DSHS for participation in the development, drafting or preparation of specifications, requirements or statement(s) of work for this Contract or in the Solicitation Document on which this Contract is based; (b) pursuant to Tex. Gov. Code §§ 2155.006 and 2261.053, Contractor is ineligible to receive this Contract, if Contractor or any person who would have financial participation in this Contract has been convicted of violating federal law, or been assessed a federal civil or administrative penalty, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005; (c) Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract under Tex. Gov. Code §§ 2155.004, 2155.006 or 2261.053, and acknowledges that this Contract may be terminated and payment withheld if these certifications are inaccurate.

Section 11.06 **Antitrust.** Pursuant to 15 USC § 1, et seq. and Tex. Bus. & Comm. Code § 15.01, et seq. Contractor certifies that neither Contractor, nor anyone acting for Contractor has violated the antitrust laws of this state or federal antitrust laws, nor communicated directly or indirectly regarding a bid with any competitor or any other person engaged in Contractor's line of business for the purpose of substantially lessening competition in such line of business.

Section 11.07 **Initiation and Completion of Work.** Contractor certifies that it shall initiate and complete the work under this Contract within the applicable time frame prescribed in this Contract.

ARTICLE XII GENERAL BUSINESS OPERATIONS OF CONTRACTOR

Section 12.01 **Responsibilities and Restrictions Concerning Governing Body, Officers and Employees.** Contractor and its governing body shall bear full responsibility for the integrity of the fiscal and programmatic management of the organization. This provision applies to all organizations, including Section 501(c)(3) organizations as defined in the Internal Revenue Service Code as not-for-profit organizations. Each member of Contractor's governing body shall be accountable for all funds and materials received from Department. The responsibility of Contractor's governing body shall also include accountability for compliance with Department Rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and Department's monitoring processes. Further, Contractor's governing body shall ensure separation of powers, duties, and functions of governing body members and staff. Staff members, including the executive director, shall not serve as voting members of Contractor's governing body. No member of Contractor's governing body, or officer or employee of Contractor shall vote for, confirm or act to influence the employment, compensation or change in status of any person related within the second degree of affinity or the third degree of consanguinity (as defined in Tex. Gov. Code Chapter 573) to the member of the governing body or the officer or any employee authorized to

employ or supervise such person. This prohibition does not prohibit the continued employment of a person who has been continuously employed for a period of two (2) years prior to the election, appointment or employment of the officer, employee, or governing body member related to such person in the prohibited degree. These restrictions also apply to the governing body, officers and employees of Contractor's subcontractors. Ignorance of any Contract provisions or other requirements contained or referred to in this Contract will not constitute a defense or basis for waiving or appealing such provisions or requirements.

Section 12.02 **Management and Control Systems**. Contractor shall comply with all the requirements of the Department's Contractor's Financial Procedures Manual, and any of its subsequent amendments, which is available at the Department's web site: http://www.dshs.state.tx.us/contracts/cfpm.shtm. Contractor shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. Contractor shall develop, implement, and maintain financial management and control systems that meet or exceed the requirements of UGMS and adhere to procedures detailed in Department's Contractor's Financial Procedures Manual. Those requirements and procedures include, at a minimum, the following:

a) financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;
b) financial management systems that include accurate accounting records that are accessible and identify the source and application of funds provided under each Program Attachment of this Contract, and original source documentation substantiating that costs are specifically and solely allocable to the Program Attachment and are traceable from the transaction to the general ledger; and
c) effective internal and budgetary controls; comparison of actual costs to budget; determination of reasonableness, allowableness, and allocability of costs; timely and appropriate audits and resolution of any findings; billing and collection policies; and a mechanism capable of billing and making reasonable efforts to collect from clients and third parties.

Section 12.03 **Insurance.** Contractor shall maintain insurance or other means of repairing or replacing assets purchased with Department funds. Contractor shall repair or replace with comparable equipment any such equipment not covered by insurance that is lost, stolen, damaged or destroyed. If any insured equipment purchased with DSHS funds is lost, stolen, damaged or destroyed, Contractor shall notify the contract manager assigned to the Program Attachment to obtain instructions whether to submit and pursue an insurance claim. Contractor shall use any insurance proceeds to repair the equipment or replace the equipment with comparable equipment or remit the insurance proceeds to DSHS.

Section 12.04 **Fidelity Bond**. For the benefit of DSHS, Contractor is required to carry a fidelity bond or insurance coverage equal to the amount of funding provided under this Contract up to $100,000 that covers each employee of Contractor handling funds under this Contract, including person(s) authorizing payment of such funds. The fidelity bond or insurance must provide for indemnification of losses occasioned by (1) any fraudulent or dishonest act or acts committed by any of Contractor's employees, either individually or in concert with others, and/or (2) failure of Contractor or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment. The bond or insurance acquired under this section must include coverage for third party property and include DSHS as a loss payee or equivalent designation. Contractor shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the fidelity bond or insurance.

Section 12.05 **Liability Coverage.** For the benefit of DSHS, Contractor shall at all times maintain liability insurance coverage, referred to in Tex. Gov. Code § 2261.102, as "director and officer liability coverage" or similar coverage for all persons in management or governing positions within Contractor's organization or with management or governing authority over Contractor's organization (collectively "responsible persons"). Contractor shall maintain copies of liability policies on site for inspection by DSHS and shall submit copies of

policies to DSHS upon request. This section applies to entities that are organized as non-profit corporations under the Texas Non-Profit Corporation Act; for-profit corporations organized under the Texas Business Corporations Act; and any other legal entity. Contractor shall maintain liability insurance coverage in an amount not less than the total value of this Contract and that is sufficient to protect the interests of Department in the event an actionable act or omission by a responsible person damages Department's interests. Contractor shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the insurance.

Section 12.06 **Overtime Compensation.** Except as provided in this section, Contractor shall not use any of the funds provided by this Contract to pay the premium portion of overtime. Contractor shall be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any

compensation paid to an individual in addition to the employee's normal rate of pay for hours worked in excess of normal working hours. Funds provided under this Contract may be used to pay the premium portion of overtime only under the following conditions: 1) with the prior written approval of DSHS; 2) temporarily, in the case of an emergency or an occasional operational bottleneck; 3) when employees are performing indirect functions, such as administration, maintenance, or accounting; 4) in performance of tests, laboratory procedures, or similar operations that are continuous in nature and cannot reasonably be interrupted or otherwise completed; or 5) when lower overall cost to DSHS will result.

Section 12.07 **Program Site.** Contractor shall provide services only in locations that are in compliance with all applicable local, state and federal zoning, building, health, fire, and safety standards.

Section 12.08 **Cost Allocation Plan.** Contractor shall submit a Cost Allocation Plan in the format provided in the Department's Contractor's Financial Procedures Manual to the Department's Contract Oversight and Support Section, at Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, or by email to mailto:coscap@dshs.state.tx.us no later than the 60th calendar day after the effective date of the Contract, except when a Contractor has a current Cost Allocation Plan on file with the Department. Contractor shall implement and follow the applicable Cost Allocation Plan. If Contractor's plan is the same as in the previous year, by signing this Contract, Contractor certifies that its current Cost Allocation Plan for the current year is the same as that submitted to DSHS for the previous year. If the Cost Allocation Plan changes during the Contract term, Contractor shall submit a new Cost Allocation Plan to the Contract Oversight and Support Section within thirty (30) calendar days after the effective date of the change. Cost Allocation Plans must comply with the guidelines provided in the Department's Contractor's Financial Procedures Manual located at http://www.dshs.state.tx.us/contracts/cfpm.shtm.

Section 12.09 **No Endorsement.** Other than stating the fact that Contractor has a contract with DSHS, Contractor and its subcontractors are prohibited from publicizing the contractual relationship between Contractor and DSHS, and from using the Department's name, logo or website link in any manner that is intended, or that could be perceived, as an endorsement or sponsorship by DSHS or the State of Texas of Contractor's organization, program, services or product, without the express written consent of DSHS.

Section 12.10 **Historically Underutilized Businesses (HUBs).** If Contractor was not required to submit a HUB subcontracting plan and if subcontracting is permitted under this Program Attachment, Contractor is encouraged to make a good faith effort to consider subcontracting with HUBs in accordance with Tex. Gov. Code Chapter 2161 and 34 Tex. Admin. Code § 20.14 et seq. Contractors may obtain a list of HUBs at http://www.window.state.tx.us/procurement/prog/hub. If Contractor has filed a HUB subcontracting plan, the

plan is incorporated by reference in this Contract. If Contractor desires to make a change in the plan, Contractor must obtain prior approval from the Department's HUB Coordinator of the revised plan before proposed changes will be effective under this Contract. Contractor shall make a good faith effort to subcontract with HUBs during the performance of this Contract and shall report HUB subcontract activity to the Department's HUB Coordinator by the 15th day of each month for the prior month's activity, if there was any such activity, in accordance with 34 Tex. Admin. Code § 20.16(c).

Section 12.11 **Buy Texas.** Contractor shall purchase products and materials produced in Texas when the products and materials are available at a price and time comparable to products and materials produced outside of Texas as required by Tex. Gov. Code § 2155.4441.

Section 12.12 **Contracts with Subrecipient and Vendor Subcontractors.** Contractor may enter into contracts with subrecipient subcontractors unless restricted or otherwise prohibited in a specific Program Attachment(s). Prior to entering into a subrecipient agreement equaling or exceeding $100,000, Contractor shall obtain written approval from DSHS. Contractor shall establish written policies and procedures for competitive procurement and monitoring of subcontracts and shall produce a subcontracting monitoring plan. Contractor shall monitor subrecipient subcontractors for both financial and programmatic performance and shall maintain pertinent records that must be available for inspection by DSHS. Contractor shall ensure that subcontractors are fully aware of the requirements placed upon them by state/federal statutes, rules, and regulations and by the provisions of this Contract.

Contracts with all subcontractors, whether vendor or subrecipient, must be in writing and include the following:

a) name and address of all parties and the subcontractor's Vendor Identification Number (VIN) or Employee Identification Number (EIN);
b) a detailed description of the services to be provided;
c) measurable method and rate of payment and total not-to-exceed amount of the contract;
d) clearly defined and executable termination clause; and
e) beginning and ending dates that coincide with the dates of the applicable Program Attachment(s) or that cover a term within the beginning and ending dates of the applicable Program Attachment(s).

Contractor is responsible to DSHS for the performance of any subcontractor. Contractor shall not contract with a subcontractor, at any tier, that is debarred, suspended, or excluded from or ineligible for participation in federal assistance programs; or if the subcontractor would be ineligible under the following sections of these General Provisions: Ineligibility to Receive the Contract section (Assurances and Certifications Article); or the Conflict of Interest or Transactions Between Related Parties sections (General Terms Article).

Section 12.13 **Status of Subcontractors.** Contractor shall require all subcontractors to certify that they are not delinquent on any repayment agreements; have not had a required license or certification revoked; and have not had a contract terminated by the Department. Contractors shall further require that subcontractors certify that they have not voluntarily surrendered within the past three (3) years any license issued by the Department.

Section 12.14 **Incorporation of Terms in Subrecipient Subcontracts.** Contractor shall include in all its contracts with subrecipient subcontractors and solicitations for subrecipient subcontracts, without modification (except as required to make applicable to the subcontractor), (1) the certifications stated in the Assurances and Certifications Article; (2) the requirements in the Conflicts of Interest section and the Transaction Between Related Parties section of the General Terms Article; and (3) a provision granting to DSHS, SAO, OIG, and the Comptroller General of the United States, and any of their representatives, the right of access to inspect

the work and the premises on which any work is performed, and the right to audit the subcontractor in accordance with the Access and Inspection Article in these General Provisions. Each subrecipient subcontract contract must also include a copy of these General Provisions and a copy of the Statement of Work and any other provisions in the Program Attachment(s) applicable to the subcontract. Contractor shall ensure that all written agreements with subrecipient subcontractors incorporate the terms of this Contract so that all terms, conditions, provisions, requirements, duties and liabilities under this Contract applicable to the services provided or activities conducted by a subcontractor are passed down to that subcontractor. No provision of this Contract creates privity of contract between DSHS and any subcontractor of Contractor.

Section 12.15 **Independent Contractor.** Contractor is an independent contractor. Contractor shall direct and be responsible for the performance of its employees, subcontractors, joint venture participants or agents. Contractor is not an agent or employee of the Department or the State of Texas for any purpose whatsoever. For purposes of this Contract, Contractor acknowledges that its employees, subcontractors, joint venture participants or agents will not be eligible for unemployment compensation from the Department or the State of Texas.

Section 12.16 **Authority to Bind.** The person or persons signing this Contract on behalf of Contractor, or representing themselves as signing this Contract on behalf of Contractor, warrant and guarantee that they have been duly authorized by Contractor to execute this Contract for Contractor and to validly and legally bind Contractor to all of its terms.

Section 12.17 **Tax Liability.** Contractor shall comply with all state and federal tax laws and is solely responsible for filing all required state and federal tax forms and making all tax payments. If the Department discovers that Contractor has failed to remain current on a liability to the IRS, this Contract will be subject to remedies and sanctions under this Contract, including immediate termination at the Department's discretion. If the Contract is terminated under this section, the Department will not enter into a contract with Contractor for three (3) years from the date of termination.

Section 12.18 **Notice of Organizational Change.** Contractor shall submit written notice to the contract manager assigned to the Program Attachment within ten (10) business days of any change to the Contractor's name; contact information; key personnel, officer, director or partner; organizational structure, such as merger, acquisition or change in form of business; legal standing; or authority to do business in Texas. A change in Contractor's name and certain changes in organizational structure require an amendment to this Contract in accordance with the Amendments section of these General Provisions.

Section 12.19 **Quality Management.** Contractor shall comply with quality management requirements as directed by the Department.

Section 12.20 **Equipment (Including Controlled Assets) Purchases.** Equipment means an article of nonexpendable, tangible personal property having a useful lifetime of more than one year and an acquisition cost of $5,000 or more, and "controlled assets." Controlled assets include firearms regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more: desktop and laptop computers, non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Contractors on a cost reimbursement payment method shall inventory all equipment. Contractor shall initiate the purchase of all equipment approved in writing by DSHS, in the first quarter of the Contract or Program Attachment term, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter of the Program Attachment must be submitted to the contract manager assigned to the Program Attachment.

Section 12.21 **Supplies.** Supplies are defined as consumable items necessary to carry out the services under this Contract including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software, and any items of tangible personal property other than those defined as equipment above.

Section 12.22 **Changes to Equipment List.** All items of equipment purchased with funds under this Contract must be itemized in Contractor's equipment list as finally approved by the Department in the executed Contract. Any changes to the approved equipment list in the executed Contract must be approved in writing by Department prior to the purchase of equipment. Contractor shall submit to the contract manager assigned to the Program Attachment, a written description including complete product specifications and need justification prior to purchasing any item of unapproved equipment. If approved, Department will acknowledge its approval by means of a written amendment or by written acceptance of Contractor's Contract Revision Request, as appropriate.

Section 12.23 **Property Inventory and Protection of Assets.** Contractor shall maintain an inventory of equipment and property described in the Other Intangible Property section of Article XIII and submit an annual cumulative report of the equipment and other property on Form GC-11 (Contractor's Property Inventory Report) to the Department's Contract Oversight and Support Section, Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, no later than October 15th of each year. The report is located on the DSHS website at http://www.dshs.state.tx.us/contracts/forms.shtm. Contractor shall maintain, repair, and protect assets under this Contract to assure their full availability and usefulness. If Contractor is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided or obtained under this Contract, Contractor shall use the proceeds to repair or replace those assets.

Section 12.24 **Bankruptcy.** In the event of bankruptcy, Contractor shall sever Department property, equipment, and supplies in possession of Contractor from the bankruptcy, and title must revert to Department. If directed by DSHS, Contractor shall return all such property, equipment and supplies to DSHS. Contractor shall ensure that its subcontracts, if any, contain a specific provision requiring that in the event the subcontractor's bankruptcy, the subcontractor must sever Department property, equipment, and supplies in possession of the subcontractor from the bankruptcy, and title must revert to Department, who may require that the property, equipment and supplies be returned to DSHS.

Section 12.25 **Title to Property.** At the conclusion of the contractual relationship between the Department and Contractor, for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to Department. Title may be transferred to any other party designated by Department. The Department may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Contractor.

Section 12.26 **Property Acquisitions.** Department funds must not be used to purchase buildings or real property. Any costs related to the initial acquisition of the buildings or real property are not allowable.

Section 12.27 **Disposition of Property.** Contractor shall follow the procedures in the American Hospital Association's (AHA's) "Estimated Useful Lives of Depreciable Hospital Assets" in disposing, at any time during or after the Contract term, of equipment purchased with the Department funds, except when federal or state statutory requirements supersede or when the equipment requires licensure or registration by the state, or when the acquisition price of the equipment is equal to or greater than $5,000. All other equipment not listed in the AHA reference (other than equipment that requires licensure or registration or that has an acquisition cost equal to or greater than $5,000) will be controlled by the requirements of UGMS. If, prior to the end of the useful life, any item of equipment is no longer needed to perform services under this Contract, or becomes inoperable, or if the equipment requires licensure or registration or had an acquisition price equal to or greater

than $5,000, Contractor shall request disposition approval and instructions in writing from the contract manager assigned to the Program Attachment. After an item reaches the end of its useful life, Contractor shall ensure that disposition of any equipment is in accordance with Generally Accepted Accounting Principles, and any applicable federal guidance.

Section 12.28 **Closeout of Equipment.** At the end of the term of a Program Attachment that has no additional renewals or that will not be renewed (Closeout) or when a Program Attachment is otherwise terminated, Contractor shall submit to the contract manager assigned to the Program Attachment, an inventory of equipment purchased with Department funds and request disposition instructions for such equipment. All equipment purchased with Department funds must be secured by Contractor at the time of Closeout or termination of the Program Attachment and must be disposed of according to the Department's disposition instructions, which may include return of the equipment to DSHS or transfer of possession to another DSHS contractor, at Contractor's expense.

Section 12.29 **Assets as Collateral Prohibited.** Contractors on a cost reimbursement payment method shall not encumber equipment purchased with Department funds without prior written approval from the Department.

ARTICLE XIII GENERAL TERMS

Section 13.01 **Assignment.** Contractor shall not transfer, assign, or sell its interest, in whole or in part, in this Contract, or in any equipment purchased with funds from this Contract, without the prior written consent of the Department.

Section 13.02 **Lobbying.** Contractor shall comply with Tex. Gov. Code § 556.0055, which prohibits contractors who receive state funds from using those funds to pay lobbying expenses. Further, Contractor shall not use funds paid under this Contract, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation or policy at any level of government, or to pay the salary or expenses of any person related to any activity designed to influence legislation, regulation, policy or appropriations pending before Congress or the state legislature, or for influencing or attempting to influence an officer or employee of any federal or state agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any contract or the extension, continuation, renewal, amendment, or modification of any contract (31 USC § 1352 and UGMS). If at any time this Contract exceeds $100,000 of federal funds, Contractor shall file with the contract manager assigned to the Program Attachment a declaration containing the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of Contractor in connection with this Contract, a certification that none of the funds provided by Department have been or will be used for payment to lobbyists, and disclosure of the names of any and all registered lobbyists with whom Contractor has an agreement. Contractor shall file the declaration, certification, and disclosure at the time of application for this Contract; upon execution of this Contract unless Contractor previously filed a declaration, certification, or disclosure form in connection with the award; and at the end of each calendar quarter in which any event occurs that materially affects the accuracy of the information contained in any declaration, certification, or disclosure previously filed. Contractor shall require any person who requests or receives a subcontract to file the same declaration, certification, and disclosure with the contract manager assigned to the Program Attachment. Contractor shall also comply, as applicable, with the lobbying restrictions and requirements in 2 CFR Part 230 (OMB Circulars A-122), Appendix B paragraph 25; 2 CFR Part 225 (A-87) Appendix B section 24; 2 CFR §215.27 (A-110) and 2 CFR Part 220 (A-21) Appendix A, subsection J.17 and J.28. Contractor shall include this provision in any subcontracts.

Section 13.03 **Conflict of Interest.** Contractor represents to the Department that it and its -subcontractors, if

any, do not have nor shall Contractor or its subcontractors knowingly acquire or retain, any financial or other interest that would conflict in any manner with the performance of their obligations under this Contract. Potential conflicts of interest include, but are not limited to, an existing or potential business or personal relationship between Contractor (or subcontractor), its principal (or a member of the principal's immediate family), or any affiliate or subcontractor and the Department or HHSC, their commissioners or employees, or any other entity or person involved in any way in any project that is the subject of this Contract. Contractor shall establish safeguards to prohibit employees and subcontractors and their employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. If, at any time during the term of this Contract, Contractor or any of its subcontractors has a conflict of interest or potential conflict of interest, Contractor shall disclose the actual or potential conflict of interest to the contract manager assigned to the Program Attachment within ten (10) days of when Contractor becomes aware of the existence of the actual or potential conflict of interest. Contractor shall require each of its subcontractors to report to Contractor any conflict of interest or potential conflict of interest the subcontractor has or may have within ten (10) days of when the subcontractor becomes aware of the actual or potential conflict of interest.

Section 13.04 **Transactions Between Related Parties.** Contractor shall identify and report to DSHS any transactions between Contractor and a related party that is part of the work that the Department is purchasing under this Contract before entering into the transaction or immediately upon discovery. Contractor shall submit to the contract manager assigned to the Program Attachment the name, address and telephone number of the related party, how the party is related to Contractor and the work the related party will perform under this Contract. A related party is a person or entity related to Contractor by blood or marriage, common ownership or any association that permits either to significantly influence or direct the actions or policies of the other. Contractor, for purposes of reporting transactions between related parties, includes the entity contracting with the Department under this Contract as well as the chief executive officer, chief financial officer and program director of Contractor. Contractor shall comply with Tex. Gov. Code Chapter 573. Contractor shall maintain records and supply any additional information requested by the Department, regarding a transaction between related parties, needed to enable the Department to determine the appropriateness of the transaction pursuant to applicable state or federal law, regulations or circulars, which may include 45 CFR part 74, OMB Circ. No. A-110, 2 CFR § 215.42, and UGMS.

Section 13.05 **Intellectual Property.** Tex. Health & Safety Code § 12.020 authorizes DSHS to protect intellectual property developed as a result of this Contract.

a) "Intellectual property" means created property that may be protected under copyright, patent, or trademark/service mark law.
b) For purposes of this Contract intellectual property prepared for DSHS use, or a work specially ordered or commissioned through a contract for DSHS use is "work made for hire." DSHS owns works made for hire unless it agrees otherwise by contract. To the extent that title and interest to any such work may not, by operation of law, vest in DSHS, or such work may not be considered a work made for hire, Contractor irrevocably assigns the rights, title and interest therein to DSHS. DSHS has the right to obtain and hold in its name any and all patents, copyrights, registrations or other such protections as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor shall give DSHS and the State of Texas, as well as any person designated by DSHS and the State of Texas, all assistance required to perfect the rights defined herein without charge or expense beyond those amounts payable to Contractor for goods provided or services rendered under this Contract.
c) If federal funds are used to finance activities supported by this Contract that result in the production of intellectual property, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal

government purposes (1) the copyright in any intellectual property developed under this Contract, including any subcontract; and (2) any rights of copyright to which a Contractor purchases ownership with contract funds. Contractor shall place an acknowledgment of federal awarding agency grant support and a disclaimer, as appropriate, on any publication written or published with such support and, if feasible, on any publication reporting the results of or describing a grant-supported activity. An acknowledgment must be to the effect that "This publication was made possible by grant number _____ from (federal awarding agency)" or "The project described was supported by grant number _____ from (federal awarding agency)" and "Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the (federal awarding agency)."

d) If the terms of a federal grant award the copyright to Contractor, DSHS reserves a royalty-free, nonexclusive, worldwide and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for DSHS, public health, and state governmental noncommercial purposes (1) the copyright, trademark, service mark, and/or patent on an invention, discovery, or improvement to any process, machine, manufacture, or composition of matter; products; technology; scientific information; trade secrets; and computer software, in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright, service or trade marks or patents to which a grantee, subgrantee or a Contractor purchases ownership with contract funds.

e) If the results of the contract performance are subject to copyright law, Contractor cannot publish those results without prior review and approval of DSHS. Contractor shall submit requests for review and approval to the contract manager assigned to the Program Attachment.

Section 13.06 **Other Intangible Property.** At the conclusion of the contractual relationship between Department and Contractor, for any reason, Department shall have the sole ownership rights and interest in all non-copyrightable intangible property that was developed, produced or obtained by Contractor as a specific requirement under this Contract or under any grant that funds this Contract, such as domain names, URLs, software licenses, etc. Contractor shall inventory all such non-copyrightable intangible property. Contractor shall cooperate with Department and perform all actions necessary to transfer ownership of such property to the Department or its designee, or otherwise affirm Department's ownership rights and interest in such property. This provision will survive the termination or expiration of this Contract.

Section 13.07 **Severability and Ambiguity.** If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue. The Parties represent and agree that the language contained in this Contract is to be construed as jointly drafted, proposed and accepted.

Section 13.08 **Legal Notice.** Any notice required or permitted to be given by the provisions of this Contract will be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address specified by the Party to the other Party in writing or, if sent by certified mail, on the date of receipt.

Section 13.09 **Successors.** This Contract will be binding upon the Parties and their successors and assignees, except as expressly provided in this Contract.

Section 13.10 **Headings.** The articles and section headings used in this Contract are for convenience of reference only and will not be construed in any way to define, limit or describe the scope or intent of any provisions.

Section 13.11 **Parties.** The Parties represent to each other that they are entities fully familiar with transactions of the kind reflected by the contract documents, and are capable of understanding the terminology

and meaning of their terms and conditions and of obtaining independent legal advice pertaining to this Contract.

Section 13.12 **Survivability of Terms.** Termination or expiration of this Contract or a Program Attachment for any reason will not release either Party from any liabilities or obligations in this Contract that (a) the Parties have expressly agreed will survive any such termination or expiration, or (b) remain to be performed or (c) by their nature would be intended to be applicable following any such termination or expiration.

Section 13.13 **Direct Operation.** At the Department's discretion, the Department may temporarily assume operations of a Contractor's program or programs funded under this Contract when the continued operation of the program by Contractor puts at risk the health or safety of clients and/or participants served by Contractor.

Section 13.14 **Customer Service Information.** If requested, Contractor shall supply such information as required by the Department to comply with the provisions of Tex. Gov. Code Chapter 2114 regarding Customer Service surveys.

Section 13.15 **Amendment.** The Parties agree that the Department may unilaterally reduce funds pursuant to the terms of this Contract without the written agreement of Contractor. All other amendments to this Contract must be in writing and agreed to by both Parties, except as otherwise specified in the Contractor's Notification of Change to Certain Contract Provisions section or the Contractor's Request for Revision to Certain Contract Provisions section of this Article. Contractor's request for certain budget revisions or other amendments must be submitted in writing, including a justification for the request, to the contract manager assigned to the Program Attachment; and if a budget revision or amendment is requested during the last quarter of the Contract or Program Attachment term, as applicable, Contractor's written justification must include a reason for the delay in making the request. Revision or other amendment requests may be granted at the discretion of DSHS. Except as otherwise provided in this Article, Contractor shall not perform or produce, and DSHS will not pay for the performance or production of, different or additional goods, services, work or products except pursuant to an amendment of this Contract that is executed in compliance with this section; and DSHS will not waive any term, covenant, or condition of this Contract unless by amendment or otherwise in compliance with this Article.

Section 13.16 **Contractor's Notification of Change to Certain Contract Provisions.** The following changes may be made to this Contract without a written amendment or the Department's prior approval:

a) contractor's contact person and contact information;
b) contact information for key personnel, as stated in Contractor's response to the Solicitation Document, if any;
c) cumulative budget transfers that exceed 10% among direct cost categories, other than the equipment category, of cost reimbursement contract Program Attachments of less than $100,000, provided that the total budget amount is unchanged;
d) minor corrections or clarifications to the Contract language that in no way alter the scope of work, objectives or performance measures; and
e) a change in Contractor's share of the budget concerning non-DSHS funding other than program income and match, regardless of the amount of the change, provided that in changing the budget, Contractor is not supplanting DSHS funds.

Contractor within ten (10) calendar days shall notify in writing the contract manager assigned to the Program Attachment of any change enumerated in this section. The notification may be by letter, fax or email. Cumulative budget line item transfers of 10% or less among direct cost categories, other than equipment, of cost reimbursement contracts of any amount do not require written amendment or prior approval or

notification.

Section 13.17 **Contractor's Request for Revision of Certain Contract Provisions.** A Contractor's Revision Request is an alternative method for amending certain specified provisions of this Contract that is initiated by Contractor, but must be approved by DSHS. The following amendments to this Contract may be made through a Contractor's Revision Request, rather than through the amendment process described in the Amendment section of this Article:

a) cumulative budget transfers among direct cost categories, other than the equipment category, that exceed 10% of Program Attachments of $100,000 or more, provided that the total budget amount is unchanged;
b) budget transfer to other categories of funds for direct payment to trainees for training allowances;
c) change in clinic hours or location;
d) change in the equipment list substituting an item of equipment equivalent to an item of equipment on the approved budget;
e) changes in the equipment category of a previously approved equipment budget (other than acquisition of additional equipment, which requires an amendment to this Contract); and
f) changes specified in applicable OMB Circular cost principles as requiring prior approval, regardless of dollar threshold (e.g., foreign travel expenses, overtime premiums, membership fees.

In order to request a revision of any of the enumerated provisions, Contractor shall obtain a Contract Revision Request form from the DSHS website available at http://www.dshs.state.tx.us/grants/forms.shtm, and complete the form as directed by the Department. Two copies of the completed form must be signed by Contractor's representative who is authorized to sign contracts on behalf of Contractor, and both original, signed forms must be submitted to the contract manager assigned to the Program Attachment. Any approved revision will not be effective unless signed by the DSHS Director of the Client Services Contracting Unit. A separate Contractor Revision Request is required for each Program Attachment to be revised. Circumstances of a requested contract revision may indicate the need for an amendment described in the Amendment section of this Article rather than a contract revision amendment under this section.

Section 13.18 **Immunity Not Waived.** THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY DEPARTMENT OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT DEPARTMENT OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

Section 13.19 **Hold Harmless and Indemnification.** Contractor, as an independent contractor, agrees to hold Department, the State of Texas, individual state employees and officers, and the federal government harmless and to indemnify them from any and all liability, suits, claims, losses, damages and judgments; and to pay all costs, fees, and damages to the extent that such costs, fees, and damages arise from performance or nonperformance of Contractor, its employees, subcontractors, joint venture participants or agents under this Contract.

Section 13.20 **Waiver.** Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract will not constitute a waiver of either Party's rights under this Contract.

Section 13.21 **Electronic and Information Resources Accessibility and Security Standards.** As required by 1 Tex. Admin. Code Chapters 213 and 206, as a state agency, DSHS must procure products that comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 Tex. Admin. Code Chapter 213 and Website Accessibility Standards/Specifications specified in 1 Tex. Admin.

Code Chapter 206 (collectively EIR Standards) when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. If performance under this Contract includes the development, modification or maintenance of a website or other electronic and information resources for DSHS or for the public on behalf of DSHS, Contractor certifies that the website or other electronic and information resources comply with the EIR Standards. Contractor further certifies that any network hardware or software purchased or provided under this Contract has undergone independent certification testing for known and relevant vulnerabilities, in accordance with rules adopted by Department of Information Resources.

Section 13.22 **Force Majeure.** Neither Party will be liable for any failure or delay in performing all or some of its obligations, as applicable, under this Contract if such failure or delay is due to any cause beyond the reasonable control of such Party, including, but not limited to, extraordinarily severe weather, strikes, natural disasters, fire, civil disturbance, epidemic, war, court order, or acts of God. The existence of any such cause of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the cause of the delay or failure no longer exists and, if applicable, for any reasonable period of time thereafter required to resume performance. A Party, within a period of time reasonable under the circumstances, must inform the other by any reasonable method (phone, email, etc.) and, as soon as practicable, must submit written notice with proof of receipt, of the existence of a force majeure event or otherwise waive the right as a defense to non-performance.

Section 13.23 **Interim Contracts.** The Parties agree that the Contract and/or any of its Program Attachments will automatically continue as an "Interim Contract" beyond the expiration date of the term of the Contract or Program Attachment(s), as applicable, under the following circumstances: (1) on or shortly prior to the expiration date of the Contract or Program Attachment, there is a state of disaster declared by the Governor that affects the ability or resources of the DSHS contract or program staff managing the Contract to complete in a timely manner the extension, renewal, or other standard contract process for the Contract or Program Attachment; and (2) DSHS makes the determination in its sole discretion that an Interim Contract is appropriate under the circumstances. DSHS will notify Contractor promptly in writing if such a determination is made. The notice will specify whether DSHS is extending the Contract or Program Attachment for additional time for Contractor to perform or complete the previously contracted goods and services (with no new or additional funding) or is purchasing additional goods and services as described in the Program Attachment for the term of the Interim Contract, or both. The notice will include billing instructions and detailed information on how DSHS will fund the goods or services to be procured during the Interim Contract term. The Interim Contract will terminate thirty (30) days after the disaster declaration is terminated unless the Parties agree to a shorter period of time.

Section 13.24 **Cooperation and Communication.** Contractor shall cooperate with Department staff and, as applicable, other DSHS contractors, and shall promptly comply with requests from DSHS for information or responses to DSHS inquiries concerning Contractor's duties or responsibilities under this Contract.

ARTICLE XIV BREACH OF CONTRACT AND REMEDIES FOR NON-COMPLIANCE

Section 14.01 **Actions Constituting Breach of Contract.** Actions or inactions that constitute breach of contract include, but are not limited to, the following:

a) failure to properly provide the services and/or goods purchased under this Contract;
b) failure to comply with any provision of this Contract, including failure to comply with all applicable statutes, rules or regulations;
c) failure to pay refunds or penalties owed to the Department;

d) failure to comply with a repayment agreement with the Department or agreed order issued by the Department;
e) failure by Contractor to provide a full accounting of funds expended under this Contract;
f) discovery of a material misrepresentation in any aspect of Contractor's application or response to the Solicitation Document;
g) any misrepresentation in the assurances and certifications in Contractor's application or response to the Solicitation Document or in this Contract; or
h) Contractor is on or is added to the Excluded Parties List System (EPLS).

Section 14.02 **General Remedies and Sanctions.** The Department will monitor Contractor for both programmatic and financial compliance. The remedies and sanctions in this section are available to the Department against Contractor and any entity that subcontracts with Contractor for provision of services or goods. HHSC OIG may investigate, audit and impose or recommend imposition of remedies or sanctions to Department for any breach of this Contract and may monitor Contractor for financial compliance. The Department may impose one or more remedies or sanctions for each item of noncompliance and will determine remedies or sanctions on a case-by-case basis. Contractor is responsible for complying with all of the terms of this Contract. The listing of or use of one or more of the remedies or sanctions in this section does not relieve Contractor of any obligations under this Contract. A state or federal statute, rule or regulation, or federal guideline will prevail over the provisions of this Article unless the statute, rule, regulation, or guideline can be read together with the provision(s) of this Article to give effect to both. If Contractor breaches this Contract by failing to comply with one or more of the terms of this Contract, including but not limited to compliance with applicable statutes, rules or regulations, the Department may take one or more of the following actions:

a) terminate this Contract or a Program Attachment of this Contract as it relates to a specific program type. In the case of termination, the Department will inform Contractor of the termination no less than thirty (30) calendar days before the effective date of the termination in a notice of termination, except for circumstances that require immediate termination as described in the Emergency Action section of this Article. The notice of termination will state the effective date of the termination, the reasons for the termination, and, if applicable, alert Contractor of the opportunity to request a hearing on the termination pursuant to Tex. Gov. Code Chapter 2105 regarding administration of Block Grants. Contractor shall not make any claim for payment or reimbursement for services provided from the effective date of termination;
b) suspend all or part of this Contract. Suspension is an action taken by the Department in which the Contractor is notified to temporarily (1) discontinue performance of all or part of the Contract, and/or (2) discontinue incurring expenses otherwise allowable under the Contract as of the effective date of the suspension, pending DSHS's determination to terminate or amend the Contract or permit the Contractor to resume performance and/or incur allowable expenses. Contractor shall not bill DSHS for services performed during suspension, and Contractor's costs resulting from obligations incurred by Contractor during a suspension are not allowable unless expressly authorized by the notice of suspension;
c) deny additional or future contracts with Contractor;
d) reduce the funding amount for failure to 1) provide goods and services as described in this Contract or consistent with Contract performance expectations, 2) achieve or maintain the proposed level of service, 3) expend funds appropriately and at a rate that will make full use of the award, or 4) achieve local match, if required;
e) disallow costs and credit for matching funds, if any, for all or part of the activities or action not in compliance;
f) temporarily withhold cash payments. Temporarily withholding cash payments means the temporary

withholding of a working capital advance, if applicable, or reimbursements or payments to Contractor for proper charges or obligations incurred, pending resolution of issues of noncompliance with conditions of this Contract or indebtedness to the United States or to the State of Texas;

g) permanently withhold cash payments. Permanent withholding of cash payment means that Department retains funds billed by Contractor for (1) unallowable, undocumented, disputed, inaccurate, improper, or erroneous billings; (2) material failure to comply with Contract provisions; or (3) indebtedness to the United States or to the State of Texas;
h) declare this Contract void upon the Department's determination that this Contract was obtained fraudulently or upon the Department's determination that this Contract was illegal or invalid from this Contract's inception and demand repayment of any funds paid under this Contract;
i) request that Contractor be removed from the Centralized Master Bidders List (CMBL) or any other state bid list, and barred from participating in future contracting opportunities with the State of Texas;
j) delay execution of a new contract or contract renewal with Contractor while other imposed or proposed sanctions are pending resolution;
k) place Contractor on probation. Probation means that Contractor will be placed on accelerated monitoring for a period not to exceed six (6) months at which time items of noncompliance must be resolved or substantial improvement shown by Contractor. Accelerated monitoring means more frequent or more extensive monitoring will be performed by Department than would routinely be conducted;
l) require Contractor to obtain technical or managerial assistance;
m) establish additional prior approvals for expenditure of funds by Contractor;
n) require additional or more detailed, financial and/or programmatic reports to be submitted by Contractor;
o) demand repayment from Contractor when it is verified that Contractor has been overpaid, e.g., because of disallowed costs, payments not supported by proper documentation, improper billing or accounting practices, or failure to comply with Contract terms;
p) pursue a claim for damages as a result of breach of contract;
q) require Contractor to prohibit any employee or volunteer of Contractor from performing under this Contract or having direct contact with DSHS-funded clients or participants, or require removal of any employee, volunteer, officer or governing body member, if the employee, volunteer, officer or member of the governing body has been indicted or convicted of the misuse of state or federal funds, fraud or illegal acts that are in contraindication to continued obligations under this Contract, as reasonably determined by DSHS;
r) withhold any payments to Contractor to satisfy any recoupment, liquidated damages, match insufficiency, or any penalty (if the penalty is permitted by statute) imposed by DSHS, and take repayment from funds available under this Contract in amounts necessary to fulfill Contractor's payment or repayment obligations;
s) reduce the Contract term;
t) recoup improper payments when it is verified that Contractor has been overpaid, e.g., because of disallowed costs, payments not supported by proper documentation, improper billing or accounting practices or failure to comply with Contract terms;
u) assess liquidated damages;
v) demand repayment of an amount equal to the amount of any match Contractor failed to provide, as determined by DSHS;
w) impose other remedies, sanctions or penalties permitted by statute.

Section 14.03 **Notice of Remedies or Sanctions.** Department will formally notify Contractor in writing

when a remedy or sanction is imposed (with the exception of accelerated monitoring, which may be unannounced), stating the nature of the remedies and sanction(s), the reasons for imposing them, the corrective actions, if any, that must be taken before the actions will be removed and the time allowed for completing the corrective actions, and the method, if any, of requesting reconsideration of the remedies and sanctions imposed. Other than in the case of repayment or recoupment, Contractor is required to file, within fifteen (15) calendar days of receipt of notice, a written response to Department acknowledging receipt of such notice. If requested by the Department, the written response must state how Contractor shall correct the noncompliance (corrective action plan) or demonstrate in writing that the findings on which the remedies or sanction(s) are based are either invalid or do not warrant the remedies or sanction(s). If Department determines that a remedy or sanction is warranted, unless the remedy or sanction is subject to review under a federal or state statute, regulation, rule, or guideline, Department's decision is final. Department will provide written notice to Contractor of Department's decision. If required by the Department, Contractor shall submit a corrective action plan for DSHS approval and take corrective action as stated in the approved corrective action plan. If DSHS determines that repayment is warranted, DSHS will issue a demand letter to Contractor for repayment. If full repayment is not received within the time limit stated in the demand letter, and if recoupment is available, DSHS will recoup the amount due to DSHS from funds otherwise due to Contractor under this Contract.

Section 14.04 **Emergency Action.** In an emergency, Department may immediately terminate or suspend all or part of this Contract, temporarily or permanently withhold cash payments, deny future contract awards, or delay contract execution by delivering written notice to Contractor, by any verifiable method, stating the reason for the emergency action. An "emergency" is defined as the following:

a) Contractor is noncompliant and the noncompliance has a direct adverse effect on the public or client health, welfare or safety. The direct adverse effect may be programmatic or financial and may include failing to provide services, providing inadequate services, providing unnecessary services, or using resources so that the public or clients do not receive the benefits contemplated by the scope of work or performance measures; or
b) Contractor is expending funds inappropriately.

Whether Contractor's conduct or noncompliance is an emergency will be determined by Department on a case-by-case basis and will be based upon the nature of the noncompliance or conduct.

ARTICLE XV CLAIMS AGAINST THE DEPARTMENT

Section 15.01 **Breach of Contract Claim.** The process for a breach of contract claim against the Department provided for in Tex. Gov. Code Chapter 2260 and implemented in Department Rules §§ 4.11-4.24 will be used by DSHS and Contractor to attempt to resolve any breach of contract claim against DSHS.

Section 15.02 **Notice.** Contractor's claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business must be submitted to the negotiation process provided in Tex. Gov Code Chapter 2260, subchapter B. To initiate the process, Contractor shall submit written notice, as required by subchapter B, to DSHS's Office of General Counsel. The notice must specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice must also be given to all other representatives of DSHS and Contractor. Subchapter B is a condition precedent to the filing of a contested case proceeding under Tex. Gov. Code Chapter 2260, subchapter C.

Section 15.03 **Sole Remedy.** The contested case process provided in Tex. Gov. Code Chapter 2260, subchapter C, is Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by DSHS if the Parties are unable to resolve their disputes under this Article.

Section 15.04 **Condition Precedent to Suit.** Compliance with the contested case process provided in Tex. Gov. Code Chapter 2260, subchapter C, is a condition precedent to seeking consent to sue from the Legislature under Tex. Civ. Prac. & Rem. Code Chapter 107. Neither the execution of this Contract by DSHS nor any other conduct of any representative of DSHS relating to this Contract will be considered a waiver of sovereign immunity to suit.

Section 15.05 **Performance Not Suspended.** Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by Contractor, in whole or in part.

ARTICLE XVI TERMINATION AND TEMPORARY SUSPENSION

Section 16.01 **Expiration of Contract or Program Attachment(s).** Except as provided in the Survivability of Terms section of the General Terms Article, Contractor's service obligations stated in each Program Attachment will end upon the expiration date of that Program Attachment unless extended or renewed by written amendment. Prior to completion of the term of all Program Attachments, all or a part of this Contract may be terminated with or without cause under this Article.

Section 16.02 **Effect of Termination.** Termination is the permanent withdrawal of Contractor's authority to obligate previously awarded funds before that authority would otherwise expire or the voluntary relinquishment by Contractor of the authority to obligate previously awarded funds. Contractor's costs resulting from obligations incurred by Contractor after termination of an award are not allowable unless expressly authorized by the notice of termination. Upon termination of this Contract or Program Attachment, as applicable, Contractor shall cooperate with DSHS to the fullest extent possible to ensure the orderly and safe transfer of responsibilities under this Contract or Program Attachment, as applicable, to DSHS or another entity designated by DSHS. Upon termination of all or part of this Contract, Department and Contractor will be discharged from any further obligation created under the applicable terms of this Contract or the Program Attachment, as applicable, except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination and for Contractor's duty to cooperate with DSHS, and except as provided in the Survivability of Terms section of the General Terms Article. Termination does not, however, constitute a waiver of any remedies for breach of this Contract. In addition, Contractor's obligations to retain records and maintain confidentiality of information will survive this Contract.

Section 16.03 **Acts Not Constituting Termination.** Termination does not include the Department's (1) withdrawal of funds awarded on the basis of Contractor's underestimate of the unobligated balance in a prior period; (2) withdrawal of the unobligated balance at the expiration of the term of a program attachment; (3) refusal to extend a program attachment or award additional funds to make a competing or noncompeting continuation, renewal, extension, or supplemental award; (4) non-renewal of a contract or program attachment at Department's sole discretion; or (5) voiding of a contract upon determination that the award was obtained fraudulently, or was otherwise illegal or invalid from inception.

Section 16.04 **Termination or Temporary Suspension Without Cause.**

a) Either Party may terminate this Contract or a Program Attachment, as applicable, with at least thirty (30) calendar days prior written notice to the other Party, except that if Contractor seeks to terminate a Contract or Program Attachment that involves residential client services, Contractor shall give the Department at least ninety (90) calendar days prior written notice and shall submit a transition plan to ensure client services are not disrupted.
b) The Parties may terminate this Contract or a Program Attachment by mutual agreement.
c) DSHS may temporarily suspend or terminate this Contract or a Program Attachment if funds become

unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendments to the Appropriations Act, health and human services consolidations, or any disruption of current appropriated funding for this Contract or Program Attachment. Contractor will be notified in writing of any termination or temporary suspension or of any cessation of temporary suspension. Upon notification of temporary suspension, Contractor shall discontinue performance under the Contract as of the effective date of the suspension, for the duration of the suspension.

d) Department may terminate this Contract or a Program Attachment immediately when, in the sole determination of Department, termination is in the best interest of the State of Texas.

Section 16.05 **Termination For Cause.** Either Party may terminate for material breach of this Contract with at least thirty (30) calendar days written notice to the other Party. Department may terminate this Contract, in whole or in part, for breach of contract or for any other conduct that jeopardizes the Contract objectives, by giving at least thirty (30) calendar days written notice to Contractor. Such conduct may include one or more of the following:

a) Contractor has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;
b) Contractor fails to communicate with Department or fails to allow its employees or those of its subcontractor to communicate with Department as necessary for the performance or oversight of this Contract;
c) Contractor breaches a standard of confidentiality with respect to the services provided under this Contract;
d) Department determines that Contractor is without sufficient personnel or resources to perform under this Contract or that Contractor is otherwise unable or unwilling to fulfill any of its requirements under this Contract or exercise adequate control over expenditures or assets;
e) Department determines that Contractor, its agent or another representative offered or gave a gratuity (e.g., entertainment or gift) to an official or employee of DSHS or HHSC for the purpose of obtaining a contract or favorable treatment;
f) Department determines that this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements or statement(s) of work or Solicitation Document on which this Contract is based in violation of Tex. Gov. Code § 2155.004; or Department determines that Contractor was ineligible to receive this Contract under Tex. Gov. Code §§ 2155.006 or 2261.053 related to certain disaster response contracts;
g) Contractor appears to be financially unstable. Indicators of financial instability may include one or more of the following:
    1) Contractor fails to make payments for debts;
    2) Contractor makes an assignment for the benefit of its creditors;
    3) Contractor admits in writing its inability to pay its debts generally as they become due;
    4) if judgment for the payment of money in excess of $50,000 (that is not covered by insurance) is rendered by any court or governmental body against Contractor, and Contractor does not (a) discharge the judgment, or (b) provide for its discharge in accordance with its terms, or (c) procure a stay of execution within thirty (30) calendar days from the date of entry of the judgment, or (d) if the execution is stayed, within the thirty (30)-day period or a longer period during which execution of the judgment has been stayed, appeal from the judgment and cause the execution to be stayed during such appeal while providing such reserves for the judgment as may be required under Generally Accepted Accounting Principles;
    5) a writ or warrant of attachment or any similar process is issued by any court against all or any

material portion of the property of Contractor, and such writ or warrant of attachment or any similar process is not released or bonded within thirty (30) calendar days after its issuance;

6) Contractor is adjudicated bankrupt or insolvent;
7) Contractor files a case under the Federal Bankruptcy Code or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction then in effect, or consents to the filing of any case or petition against it under any such law;
8) any property or portion of the property of Contractor is sequestered by court order and the order remains in effect for more than thirty (30) calendar days after Contractor obtains knowledge of the sequestration;
9) a petition is filed against Contractor under any state reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction then in effect, and the petition is not dismissed within thirty (30) calendar days; or
10) Contractor consents to the appointment of a receiver, trustee, or liquidator of Contractor or of all or any part of its property;

h) Contractor's management system does not meet the UGMS management standards; or
i) Any required license, certification, permit, registration or approval required to conduct Contractor's business or to perform services under this Contract is not obtained or is revoked, is surrendered, expires, is not renewed, is inactivated or is suspended.

Section 16.06 **Notice of Termination.** Either Party may deliver written notice of intent to terminate by any verifiable method. If either Party gives notice of its intent to terminate all or a part of this Contract, Department and Contractor shall attempt to resolve any issues related to the anticipated termination in good faith during the notice period.

ARTICLE XVII VOID, SUSPENDED, AND TERMINATED CONTRACTS

Section 17.01 **Void Contracts.** Department may void this Contract upon determination that the award was obtained fraudulently or was otherwise illegal or invalid from its inception.

Section 17.02 **Effect of Void, Suspended, or Involuntarily Terminated Contract.** A Contractor who has been a party to a contract with DSHS that has been found to be void, or is suspended, or is terminated for cause is not eligible for expansion of current contracts, if any, or new contracts or renewals until, in the case of suspension or termination, the Department has determined that Contractor has satisfactorily resolved the issues underlying the suspension or termination. Additionally, if this Contract is found to be void, any amount paid is subject to repayment.

Section 17.03 **Appeals Rights.** Pursuant to Tex. Gov. Code § 2105.302, after receiving notice from the Department of termination of a contract with DSHS funded by block grant funds, Contractor may request an administrative hearing under Tex. Gov. Code Chapter 2001.

ARTICLE XVIII CLOSEOUT

Section 18.01 **Cessation of Services At Closeout.** Upon expiration of this Contract or Program Attachment, as applicable, (and any renewals of this Contract or Program Attachment) on its own terms, Contractor shall cease services under this Contract or Program Attachment; and shall cooperate with DSHS to the fullest extent possible upon expiration or prior to expiration, as necessary, to ensure the orderly and safe transfer of responsibilities under this Contract to DSHS or another entity designated by DSHS. Upon receiving notice of

Contract or Program Attachment termination or non-renewal, Contractor shall immediately begin to effect an orderly and safe transition of recipients of services to alternative service providers, as needed. Contractor also shall completely cease providing services under this Contract or Program Attachment by the date specified in the termination or non-renewal notice. Contractor shall not bill DSHS for services performed after termination or expiration of this Contract or Program Attachment, or incur any additional expenses once this Contract or Program Attachment is terminated or has expired. Upon termination, expiration (with no renewal) or non-renewal of this Contract or a Program Attachment, Contractor shall immediately initiate Closeout activities described in this Article.

Section 18.02 **Administrative Offset.** The Department has the right to administratively offset amounts owed by Contractor against billings.

Section 18.03 **Deadline for Closeout.** Contractor shall submit all financial, performance, and other Closeout reports required under this Contract within sixty (60) calendar days after the Contract or Program Attachment end date. Unless otherwise provided under the Final Billing Submission section of the Payment Methods and Restrictions Article, the Department is not liable for any claims that are not received within sixty (60) calendar days after the Contract or Program Attachment end date.

Section 18.04 **Payment of Refunds.** Any funds paid to Contractor in excess of the amount to which Contractor is finally determined to be entitled under the terms of this Contract constitute a debt to the Department and will result in a refund due, which Contractor shall pay within the time period established by the Department.

Section 18.05 **Disallowances and Adjustments.** The Closeout of this Contract or Program Attachment does not affect the Department's right to disallow costs and recover funds on the basis of a later audit or other review or Contractor's obligation to return any funds due as a result of later refunds, corrections, or other transactions.

Hidalgo County and Human Services
Contractors Approved Work Plan
Exhibit A

By June 30, 2013, Contractor shall:

Open one (1) additional Baby Café site in the community in Hidalgo County;

Visit with a minimum of 30 pregnant or breastfeeding mothers in the community at additional Baby Café site;

Establish a sustainability plan for the project;

Disseminate quarterly promotional spots to be picked up by local media such as newspaper, county website, television and/or radio. A quarterly letter will be submitted to the editor of the local newspaper describing project;

Develop a referral system for Baby Café in coordination with local health care providers who serve pregnant women;

Establish at least one (1) Mother-Friendly Worksite in the target area;

Provide a Client Center Nutrition Education (CCNE) breastfeeding class to WIC mothers attending the Baby Café. This facilitated discussion class will allow them to receive credit for their Nutrition Education requirement at WIC and will also expedite the issuance of their WIC benefits at the WIC clinic they participate at; and

Increase the number of Breastfeeding Friendly Establishments in the community in Hidalgo County.

Exhibit B

Guidelines for End-of-Year Report
DSHS Contract Number: 2012-041053-001

For the End-of-Year Report, please address the areas outlined below. While some of the questions specifically address the community project others ask you to describe other general community efforts (e.g., funding, partnerships, etc.) which you may or may not have information about for your report. If you do not have information to report in any given section, please just state so in your report. This information is helpful in providing required reports to the Centers for Disease Control and Prevention, who ultimately funds this community initiative. For each reporting area, please attach relevant documents if they are available.

a) **RESOURCES**: Please describe any additional resources, if any, obtained in the current fiscal year to advance the community project. Include federal programs, state programs, foundation grants, contributions from private businesses, or any other additional funds for this fiscal year. For each additional funding source, please list the amount and purpose for the funding;

b) **PARTNERSHIPS**: Please provide information about all local partnerships that have helped to coordinate efforts around your community project. Please indicate whether each partnership is new or pre-existing, and explain what the partner specifically contributed to advance the community project. Finally, please indicate whether there is any formal contract or Memorandum of Understanding with each partner or organization;

c) **COALITIONS**: Were any new coalitions, task forces, committees and/or work groups related to the community project established during this fiscal year? If so, please provide the name of the group/organization and its purpose. If there are existing coalitions/task forces/committees/work groups, e.g., established prior to this fiscal year, related to the community project, please provide the 3 main activities conducted this fiscal year. If any existing coalitions/task forces/committees/work groups were disbanded, please list them as well;

d) **POLICY**: Describe any policy changes affecting the community project that were initiated, modified, or enforced during this reporting period. This includes policy changes that may have directly occurred as a result of the community project itself OR policy changes that supported your community project to move forward. Policy changes can apply to any setting (e.g., worksite policies, local ordinances, organization-specific policies, etc.);

e) **ENVIRONMENTAL CHANGES**: The community project addresses an environmental change (intervention that alters the physical environment to make healthy eating and/or physical activity and easier choice). Please describe any additional environmental changes that may have occurred as a result of your efforts in the community as applicable;

f) **IMPACT OF IMPLEMENTATION**: Please indicate the total number of

individuals, sites, sectors, participants, etc. reached as applicable to your specific project. Include absolute number, proportions, and representativeness for each initiative and for the project as a whole;

g) **BARRIERS TO IMPLEMENTATION**: Please describe any barriers that have been encountered with regard to implementing activities related to your project. Describe solutions that were developed to overcome these barriers;

h) **EVALUATION**: Please include any evaluation that has been conducted to date for the activities related to your project. This may include an evaluation plan, documentation of participation, surveys/survey results, interview results, etc. If community partners or stakeholders assisted in the development or conducting of evaluation, please describe these partners and their contributions to the evaluation. If you have reported any evaluation results during this fiscal year (e.g., to the general community, an advocacy group, city government, etc.) please list the topic, to whom (e.g., the audience) and how (e.g. paper, speech, website, fact sheet, etc.) that you used to report these results and attach examples;

i) **ACCOMPLISHMENTS**: Please describe the single most significant accomplishment of your community project to date;

j) **OTHER**: Please include any additional pertinent information regarding this project that has not already been addressed;

k) **FEEDBACK**: Any concerns, comments, questions that you may have that need to be answered by DSHS. Please address any technical assistance or training you may find useful from the DSHS Nutrition, Physical Activity and Obesity Prevention Program.

The report is due on or before the last day of the contract term (June 30, 2013) to Christina Thi at DSHS Nutrition, Physical Activity and Obesity Prevention Program. Preferred method of submission is electronically to DSHS: Christina.Thi@dshs.state.tx.us; however, if an electronic submission is not possible, please fax the report to 512-458-7618 Attention: Christina Thi.

If you have any questions, please contact Christina Thi at DSHS (Christina.Thi@dshs.state.tx.us or 512-776- 6906).

AI-37811 **Planning Department 17. A.**

CC REGULAR

Meeting Date: 04/02/2013

Submitted For: Raul E. Sesin, P.E. **Submitted By:** Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval
a. Evergreen Valley Estates Phase V Subdivision – Pct. 4 (Tillmin Welch)
b. Vaquero Estates Phase III Subdivision – Pct. 1 (Norberto Salinas)
c. Tulipan Villas Subdivision – Pct. 4 (Eleazar Rojas)
d. Rio Rico North Subdivision – Pct. 1 (Paul Daniec)
e. Rancho Sarita Subdivision – Pct. 3 (Cesar Flores)

2. Final Approval
a. Idalia Subdivision – Pct. 4 (Vicente Garza)

3. Reimbursement of a Cash Deposit
a. Los Novillos Subdivision – Pct. 4 (KCJC Real Estate Partnership)

BACKGROUND

Attachments

Evergreen Valley Estates Phase 5 - Preliminary
Vaquero Estates Phase 3 - Preliminary
Tulipan Villas - Preliminary
Rio Rico North - Preliminary
Rancho Sarita - Preliminary
Idalia - Final
Los Novillas - reimbursement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/20/2013 03:03 PM
Obdett Calzada	Obdett Calzada	03/21/2013 10:38 AM
Budget & Management	Obdett Calzada	03/21/2013 10:39 AM
Olga Garza	Olga Garza	03/22/2013 01:24 PM
Obdett Calzada	Obdett Calzada	03/22/2013 02:15 PM
Purchasing Department	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Nora Cavazos Started On: 03/20/2013 02:06 PM

Final Approval Date: 03/28/2013

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 04-02-2013

PROPOSED **EVERGREEN VALLEY ESTATES PHASE 5** SUBDIVISION, PRECINCT No. **4** .

ENGINEER: **QUINTANILLA, HEADLEY & ASSOC.** DEVELOPER: **TILLMIN WELCH**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☒ WITH VARIANCE

NUMBER OF LOTS: **19** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **Southwest corner of Davis Road and Skinner Road.**

SUBDIVISION LIES WITHIN THE:
☒ *The rural area of the County.*
☐ *ETJ of _____ and was approved administratively by said City.*
☐ *ETJ of _____ and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **02-20-13** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Detention will be accomplished by widening the existing drain ditch along the West property line.**

DISTANCE TO A DRAIN DITCH:

ROAD R.O.W. DEDICATION: **20 feet on Skinner Road, Davis Road complies with MPO**

H.C.R.O.W. PRELIMINARYAPPROVAL DATE: **03-06-13** By, **Jesse Ozuna** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **03-05-13** By, **Chardo Ramos**

☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez**

SEWER SYSTEM:
☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____
☐ SANITARY SEWER BY: _____ LINE SIZE: ____ LOCATION: _____ .

WATER SERVICE PROVIDER: **North Alamo Water Supply Corp** LINE SIZE: **8"** LOCATION: **Davis Rd & Skinner Rd**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **03-05-2013** : By **Martin Ramirez**

☐ **SMALL CONSTRUCTION**
The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

☒ **LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH:
☐ **Cash Deposit:** *Amount:$_____ For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS
☐ **A Letter of Credit** *Financial Institution: _____ L.O.C No. _____*
Amount: $_____ For: ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: _____, __

STAFF RECOMMENDS:
☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of _____ .*
☒ **Preliminary Approval** *subject comments and future recommendations by planning and other Department.*
☐ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

SUBDIVISION PLAT OF:

EVERGREEN VALLEY ESTATES PHASE V

A 39.404 ACRE TRACT OF LAND BEING THE SOUTH 39.404 ACRES OF LOT 11, BLOCK 89, MISSOURI–TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1591750, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 39.404 ACRE TRACT OF LAND BEING THE SOUTH 39.404 ACRES OF LOT 11, BLOCK 89, MISSOURI–TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1591750, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE EAST LINE OF LOT 11 AND AT THE INTERSECTION OF THE CENTERLINE OF SKINNER ROAD AND THE SOUTH RIGHT OF WAY LINE OF DAVIS ROAD FOR AN INTERIOR CORNER OF EVERGREEN VALLEY ESTATES PHASE III (RECORDED IN VOLUME 52, PAGES 135–144, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 09°20'19" W, 20.00 FEET FROM THE NORTHEAST CORNER OF LOT 11.

THENCE; S 09°20'19" W (MAP RECORD: S 09°20' W), ALONG THE EAST LINE OF LOT 11 AND THE CENTERLINE OF SKINNER ROAD, A DISTANCE OF 1,300.12 FEET (MAP RECORD: 1,300.14 FEET) TO A COTTON PICKER SPINDLE SET FOR AN INTERIOR CORNER OF EVERGREEN VALLEY ESTATES PHASE III, THE SOUTHEAST CORNER OF LOT 11 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 80°40'34" W (MAP RECORD: N 80°40' W), ALONG THE SOUTH LINE OF LOT 11 AND AN INTERIOR LINE OF EVERGREEN VALLEY ESTATES PHASE III, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 20.00 FEET FOR THE WEST RIGHT OF WAY LINE OF SKINNER ROAD, PASSING A 1/2 " IRON ROD FOUND AT 1,255.05 FEET FOR THE EAST LINE OF AN EASEMENT TO WILLACY COUNTY WATER CONTROL & IMPROVEMENT DISTRICT No.1, RECORDED IN VOLUME 448, PAGE 552, DEED RECORDS, HIDALGO COUNTY, TEXAS), A TOTAL DISTANCE OF 1,320.05 FEET (MAP RECORD: 1,320.25 FEET) TO A POINT FOR THE SOUTHWEST CORNER OF LOT 11, AN EXTERIOR CORNER OF EVERGREEN VALLEY ESTATES PHASE III AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°19'57" E (MAP RECORD: N 09°20' E), ALONG THE WEST LINE OF LOT 11, A DISTANCE OF 1,300.34 FEET (MAP RECORD: 1,300.14 FEET) TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF DAVIS ROAD FOR AN EXTERIOR CORNER OF EVERGREEN VALLEY ESTATES PHASE III AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 80°40' E, ALONG AN EXTERIOR LINE OF EVERGREEN VALLEY ESTATES PHASE III AND THE SOUTH RIGHT OF WAY LINE OF DAVIS ROAD, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 1,300.19 FEET FOR THE WEST RIGHT OF WAY LINE OF SKINNER ROAD, A TOTAL DISTANCE OF 1,320.19 FEET (MAP RECORD: 1,320.25 FEET) TO THE POINT OF BEGINNING AND CONTAINING 39.404 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH EVERGREEN VALLEY ESTATES PHASE III, RECORDED IN VOLUME 52, PAGES 135–144 , MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

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 OR 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

10-17-11
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

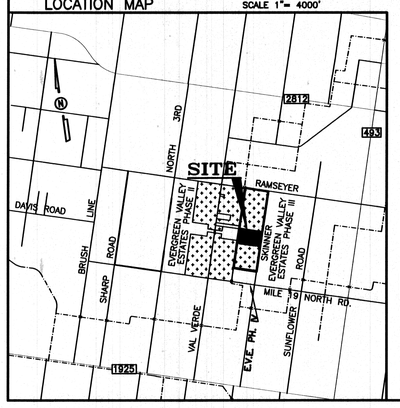
I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

2-18-13
DATE

LOCATION MAP SCALE 1"= 4000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

EVERGREEN VALLEY ESTATES PHASE V, IS LOCATED IN EASTERN HIDALGO COUNTY ON THE SOUTHWEST CORNER OF THE INTERSECTION OF DAVIS ROAD AND SKINNER ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100). EVERGREEN VALLEY ESTATES PHASE V, LIES APPROXIMATELY 3.85 MILES FROM THE CITY LIMITS AND FALLS IN THE RURAL AREA OF THE COUNTY, IT LIES IN PRECINCT No. 4.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	TILLMIN WELCH	3714 S. EXPRESSWAY 281	EDINBURG, TX 78539	(956)386–0726	(956)380–4395
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: 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
COMMUNITY–PANEL NUMBER 480334 0325 D
MAP REVISED: JUNE 6, 2000 (LOMR DATE MAY 17, 2001)

2.– LEGEND ● – DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

3.– SETBACKS: MINIMUM REQUIREMENTS–OWNER MAY DESIGNATE STRICTER REQUIREMENTS.

FRONT	40.00 FEET
REAR	35.00 FEET
SIDE	6.00 FEET
CORNER LOT	10.00 FEET
CORNER LOT WHERE R.O.W. IS GREATER THAN 50.00' OR EASEMENT WHICHEVER IS GREATER IN ALL CASES	15.00 FEET

4.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. (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.

5.– 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.

6.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1: ELEV.=69.97 FND. C.P.S. AT THE NORTHEAST CORNER OF THIS PROP. SUBD. NAVD 88 DATUM.

7.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF _____ CUBIC –FEET _____ 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. 3B.

8.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY A SEPARATED 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 EXCERPT MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALUATOR HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

9.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

10.– TILLMIN WELCH, PRESIDENT , THE OWNER & SUBDIVIDER OF EVERGREEN VALLEY ESTATES PHASE V 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.

11.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE EASEMENT.

12.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

13.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

14.– AN OFF–STREET PARKING LOT SITE PLAN & 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.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipiene installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road Improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of _____ 20___.

EVERGREEN VALLEY INC.
TILLMIN WELCH, PRESIDENT
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS CODE No. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF EVERGREEN VALLEY ESTATES PHASE V 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 EVERGREEN VALLEY ESTATES PHASE V WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, _____.

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

INDEX OF SHEETS

SHEET 1.– HEADING INDEX, LOCATION MAP AND ETJ, PRINCIPAL CONTACTS, DESCRIPTION (METES AND BOUNDS), ENGINEER'S & SURVEYOR'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, ATTESTATION, COUNTY JUDGE CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, H.C.D.D. No. 1 CERTIFICATION, N.A.W.S.C. CERTIFICATE, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE, HIDALGO COUNTY RIGHT OF WAY DEPARTMENT CERTIFICATE, DELTA LAKE IRRIGATION DISTRICT CERTIFICATION: REVISION NOTES

SHEET 2.– MAP: LOT, STREETS, AND EASEMENT LAYOUT, HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: ENGINEER'S & SURVEYOR'S CERTIFICATION: REVISION NOTES, COUNTY CLERK'S RECORDING CERTIFICATE.

SHEET 3.– MAP OF WATER DISTRIBUTION SYSTEM, MAP OF TOPOGRAPHY AND DRAINAGE, COUNTY CLERK'S RECORDING CERTIFICATE, ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE WITH ENGINEER'S CERTIFICATION, CONSTRUCTION DETAILS, REVISION NOTES.

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, TILLMIN WELCH–PRESIDENT OF EVERGREEN VALLEY INC., AS OWNER OF THE 39.404 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED EVERGREEN VALLEY ESTATES PHASE V 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.

_____ DATE

EVERGREEN VALLEY INC.
TILLMIN WELCH, PRESIDENT
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared TILLMIN WELCH known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this _____ day of _____, 20___.

LILIA A. QUINTANILLA · Notary Public, State of Texas · My Commission Expires July 23, 2016.

LILIA A. QUINTANILLA– NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the EVERGREEN VALLEY ESTATES PHASE V, was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge — Date

ATTEST: _____
Hidalgo County Clerk — Date

DRAINAGE STATEMENT

We, the undersigned owner(s) of land shown on this plat for the consideration of Delta Lake Irrigation District (Willacy and Hidalgo County) approving this plat, assume all responsibility for the drainage of the land covered hereby and we, our heirs and assigns, assume any cost in connection with any drainage needed now or at any time in the future.

_____

EVERGREEN VALLEY INC.
TILLMIN WELCH, PRESIDENT
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

STATE OF TEXAS
COUNTY OF HIDALGO
COUNTY OF WILLACY

This plat, EVERGREEN VALLEY ESTATES PH V , has been submitted to and considered by the Delta Lake Irrigation District of Willacy and Hidalgo County, Texas and is hereby approved by such district. "All rights, rules and regulations of Delta Lake Irrigation District existing prior to the submission of this plat are not abridged by the subsequent approval of this plat by the said District, notwithstanding any provision or notation otherwise in this plat." (This requirement will be inapplicable if any rights, rules or regulations of the District are intended by the District to be abridged.) Delta Lake Irrigation District will not allow any structures 15' from the centerline of a pipeline or 25' from the inside toe of any main or lateral canal or drainage ditch, and that no fencing will be installed or remain on any Districts easements or right of way unless approved by the District management. All approved fencing will be required to have gates providing a minimum opening of 16 feet. Subject to notice that irrigation water is available only at existing irrigation outlets. Any modification, change, or additional outlets must be approved by the district, and be at expense of the owner.

Any failure to record this plat in the office of the County Clerks Office of Willacy or Hidalgo County within one year after this date, shall cause this approval to become VOID.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____, DAY OF _____, 20___.

APPROVED BY: _____
PRESIDENT: Dale Murden

ATTEST BY: _____
SECRETARY: Neal Galloway

COUNTY CLERK · HIDALGO COUNTY OF · TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F–1513
LAND SURVEYORS
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

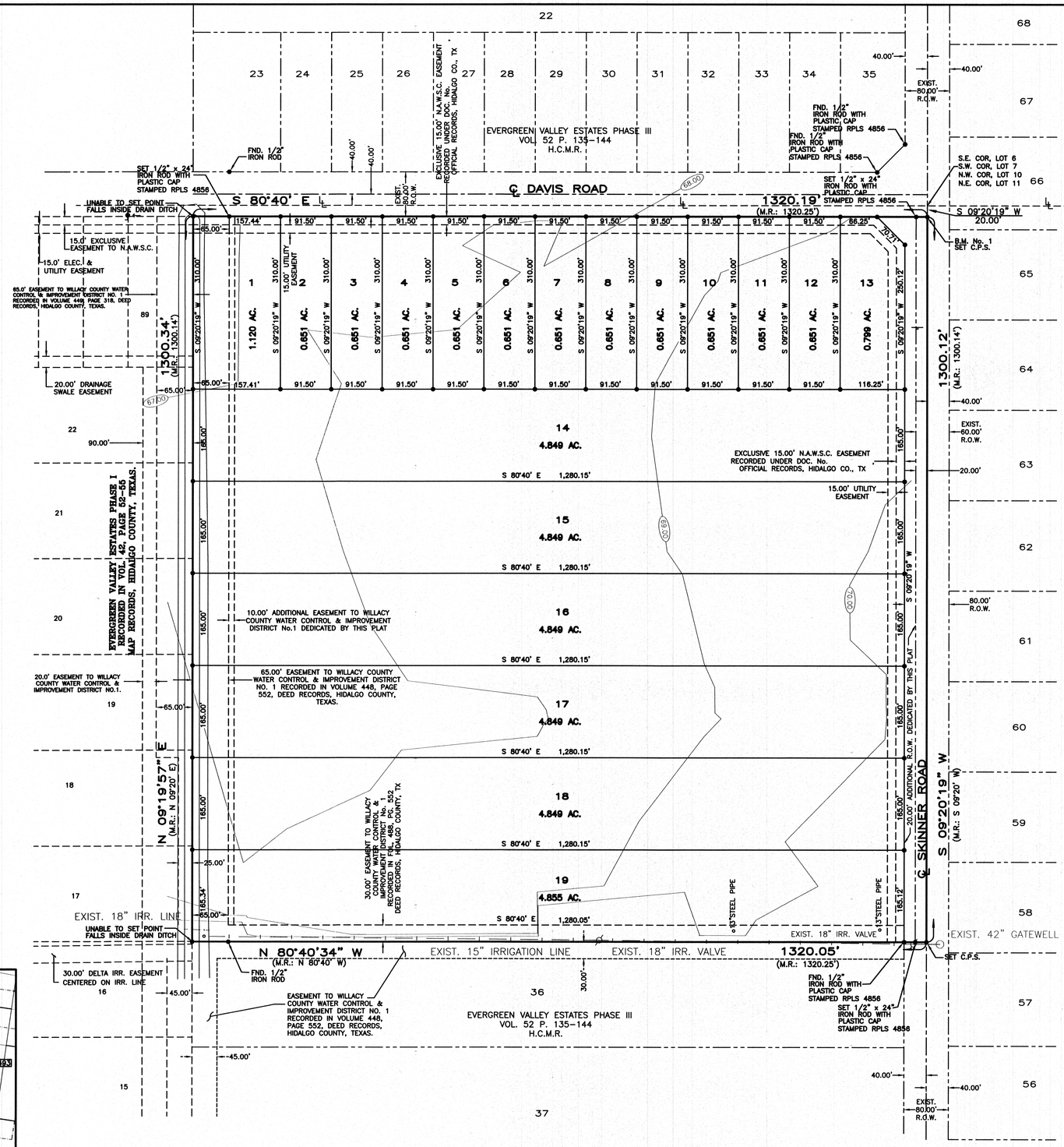
SHEET NO. 1 OF 4 SHEETS	FILENAME : P:\DATA\SUBDIVS\HIDALGO CO.\EVERGREEN VALLEY PHASE V\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	OCT 17, 2011	M. GONZALEZ		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

SUBDIVISION PLAT OF:

EVERGREEN VALLEY ESTATES PHASE V

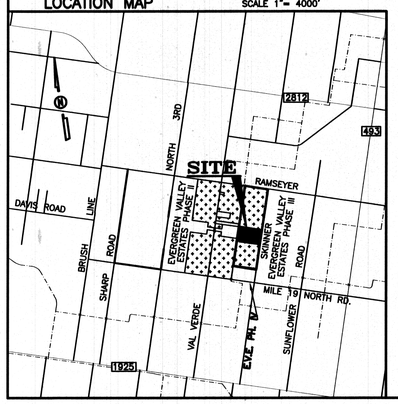
A 39.404 ACRE TRACT OF LAND BEING THE SOUTH 39.404 ACRES OF LOT 11, BLOCK 89, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1591750, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

SCALE 1" = 100'



LOCATION MAP

SCALE 1"= 4000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

EVERGREEN VALLEY ESTATES PHASE V, IS LOCATED IN EASTERN HIDALGO COUNTY ON THE SOUTHWEST CORNER OF THE INTERSECTION OF DAVIS ROAD AND SKINNER ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100). EVERGREEN VALLEY ESTATES PHASE V, LIES APPROXIMATELY 3.65 MILES FROM THE CITY LIMITS AND FALLS IN THE RURAL AREA OF THE COUNTY, IT LIES IN PRECINCT No. 4.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	TILLMIN WELCH	3714 S. EXPRESSWAY 281	EDINBURG, TX 78539	(956)386-0726	(956)380-4395
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

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

10-17-11
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

3-8-13
DATE

THE COUNTY OF HIDALGO TEXAS

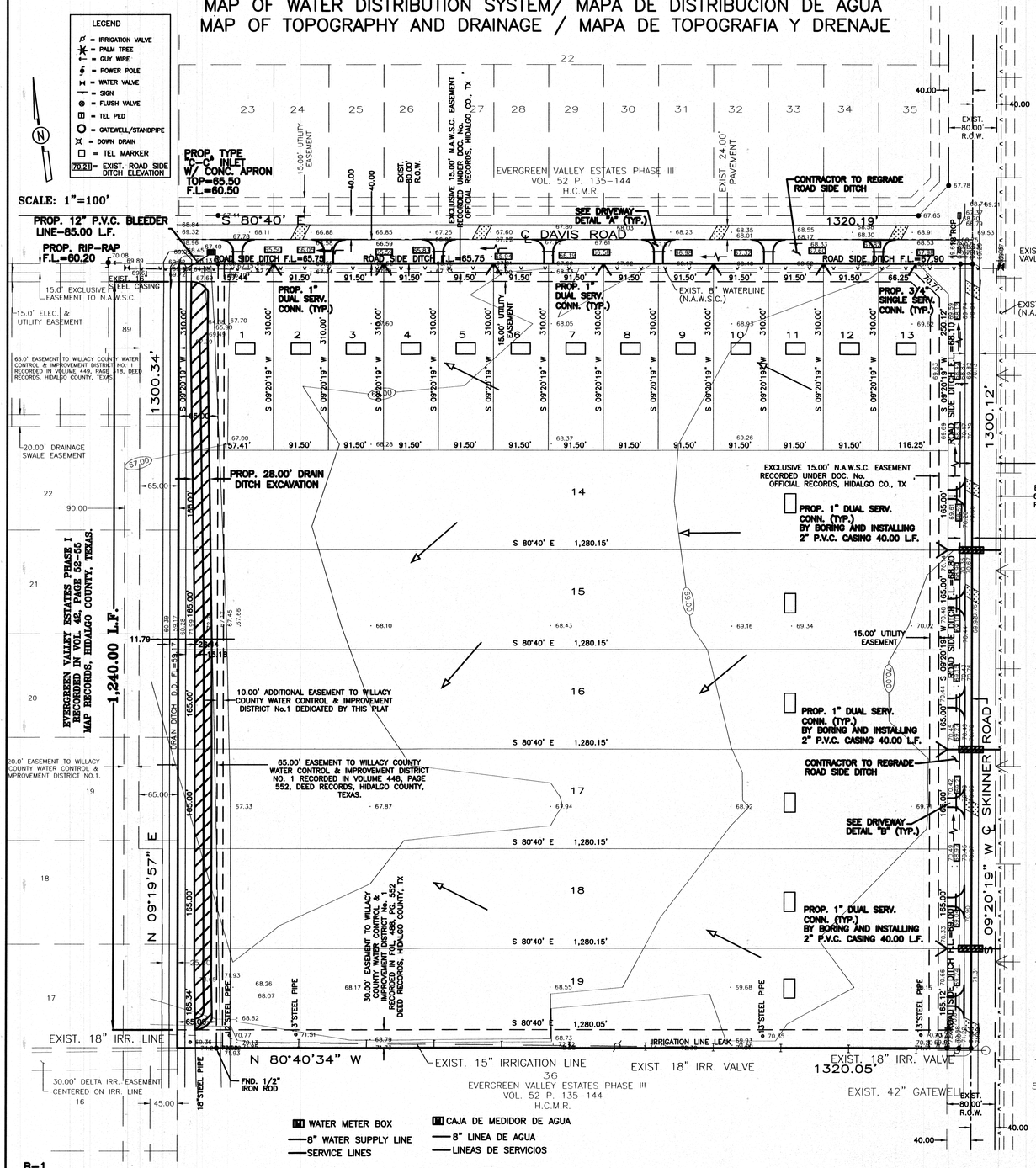
FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

SHEET NO. 2 OF 4 SHEETS	FILENAME : P:\DATA\SUBDIVS\HIDALGO CO.\EVERGREEN VALLEY PHASE V\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	OCT 17, 2011	M. GONZALEZ		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA
MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE



REVISION NOTES

No.	Sheet	REVISION	Date	Approved

COST ESTIMATE

WATER DISTRIBUTION: $
DRAINAGE IMPROVEMENTS: $
PAVING IMPROVEMENTS: $
SANITARY SEWER $

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

FINAL ENGINEERING REPORT FOR EVERGREEN VALLEY ESTATES PHASE V

BY ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description, Costs, and Operability date
BY ALFONSO QUINTANILLA, P.E.

EVERGREEN VALLEY ESTATES PHASE V IS PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY CORPORATION "N.A.W.S.C.". THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO THE FULL DEVELOPMENT OF THIS SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATERLINE RUNNING ON THE SOUTH SIDE OF DAVIS ROAD AND AN EXISTING 8" ON THE WEST SIDE OF SKINNER ROAD

FROM THE EXISTING 8" WATERLINES, NINE (9) 1" DIAMETER DUAL SERVICE LINES ARE RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO SINGLE SERVICE LINES AND ONE (1) 3/4" DIAMETER SINGLE SERVICE LINE. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT.

THE DUAL SERVICES AND 3/4" SINGLE SERVICES, AND THE METER BOXES HAVE BEEN INSTALLED, AT A TOTAL COST OF $ OR $ PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ WHICH COVERS THE $ COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, WATER RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description, Costs, and Operability Date

SEWAGE FROM EVERGREEN VALLEY ESTATES PHASE V IS TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:

EACH LOT IN THE EXIST. SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE THE UNITED STATES OF AGRICULTURE SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAD _____ (_) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS ___ – ___ AND (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA). THE SOIL REPORT AS PREPARED BY THE SITE EVALUATOR (LICENSE NUMBER OS 12258) INDICATES A UNIFORM SANDY CLAY LOAM (WITH TEXURE CLASS III) EXTENDING MORE THAN 24" BELOW THE BOTTOM OF ANY EXIST. EXCAVATIONS. THE SUBDIVISION DRAINS WELL. THE 10-YEAR FLOODPLAIN BEING CONTAINED WITHIN THE STREET AND THE DRAINAGE EASEMENTS.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $. INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE DATE THE COUNTY APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $ THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON .

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE UNCONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES ARE FULLY CONSTRUCTED, AND WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ WHICH EQUALS TO $ PER LOT.

SEWAGE FACILITIES– OSSF SYSTEM COST $ PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ FOR THE ENTIRE SUBDIVISION.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

2-22-13
DATE

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION DE EVERGREEN VALLEY ESTATES PHASE V

BY ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion, Gastos, y Fecha de Inicio

LA SUBDIVISION EVERGREEN VALLEY ESTATES PHASE V, RECIBIRA SU PROVISION DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑIA DE AGUA DE NORTH ALAMO) ("N.A.W.S.C."). EL DUEÑO DE LA SUBDIVISION Y LA COMAÑIA N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 AÑOS. N.A.W.S.C. TENDRA QUE REPRESENTAR LA DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. TIENE UNA LINEA EXISTENTE DE 8 PULGADAS DE DIAMETRO QUE CORRE POR EL LADO SUR DE LA DAVIS ROAD Y UNA LINEA DE AGUA EXISTENTE DE 8 PULGADAS DE DIAMETRO QUE CORRE POR EL LAD ESTE DE LA CALLE SKINNER ROAD.

DE LAS LINEA DE AGUA EXISTENTE DE 8 PULGADAS HAY NUEVE (9) DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIAMETRO PARA CADA DOS LOTES Y UNO (1) CONDUCTO INDIVIDUAL DE AGUA DE 3/4 DE PULGADA DE DIAMETRO PARA CADA LOTE.

LA LINEA PROPUESTA DE 8 PULGADS, LOS SERVICIOS DOBLES DE 1 PULGADA Y LOS SERVICIOS SIMPLES HAN SIDO INSTALADOS A UN COSTO TOTAL DE US$ O US$ POR LOTE. EL DUEÑO DE LA SUBDIVISION HA TAMBIEN PAGADO US$ O US$ POR LOTE A N.A.W.S.C. PEL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑIA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: Descripcion, Gastos y Fecha de Inicio

EL DRENAJE DE EVERGREEN VALLEY ESTATES PHASE V, TENDRA FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL, CON DOBLE COMPARTIMIENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL EVALUADOR (LIC# OS 12258) DE ENSUCIE HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS (OSSF). EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION MIDE MEDIO ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. EL EVALUADOR (LIC# OS 12258) _____ (_) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES ___ – ___ Y ___ (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADA). EL SUELO ES UNIFORME DE BARRO ARENOSO (CON TEXTURA CLASE III) EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION POR EL EVALUADOR (LIC# OS 12258). NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US$, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL A UN COSTO TOTAL DE US$. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE DE DE 20

CERTIFICACION

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

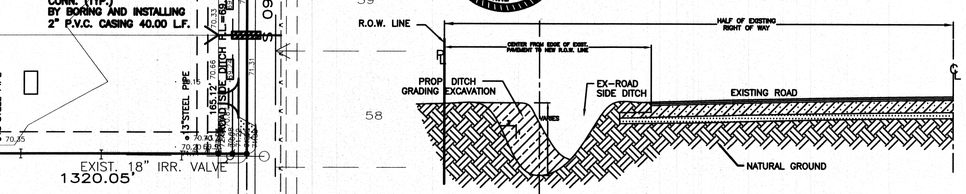
AGUA= EL SISTEMA/SERVICIO DE AGUA ESTA TOTALMENTE CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL GRAN COSTO TOTAL ES DE US$ LO CUAL EQUIVALE A US$ POR LOTE.

DRENAJE=LAS FOSAS SEPTICAS COSTARAN US$ A UN COSTO TOTAL DE US$ PARA TODA LA SUBDIVISION.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

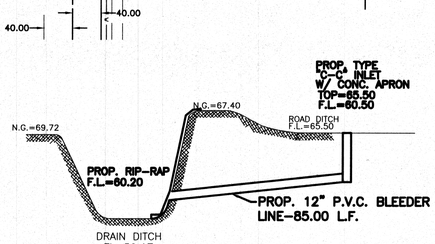
ALFONSO QUINTANILLA
P.E. No. 95534

2-22-13
DATE



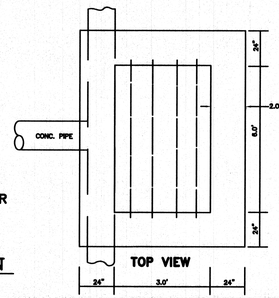
RECONSTRUCTION OF ROAD SIDE DITCH

NOT TO SCALE

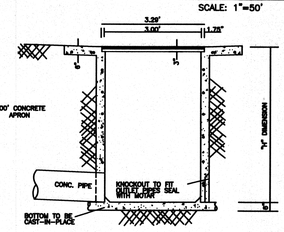


DRAIN DITCH CROSS SECTION

NOT TO SCALE



TOP VIEW



TYPE "C-C" INLET DETAIL

N.T.S.

EVERGREEN VALLEY ESTATES PHASE V

A 39.404 ACRE TRACT OF LAND BEING THE SOUTH 39.404 ACRES OF LOT 11, BLOCK 89, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1591750, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DRAINAGE REPORT FOR: EVERGREEN VALLEY ESTATES PHASE V

BY: ALFONSO QUINTANILLA, P.E.

Evergreen Valley Estates Phase V is a 39.404 acre tract of land being the South 39.404 acres of Lot 11, Block 89, Missouri-Texas Land And Irrigation Company's Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Page 29, map records, Hidalgo County, Texas, and according to warranty deed with vendor's lien recorded under County Clerk's Document number 1591750, official records, Hidalgo County, Texas. This Subdivision is located on the southwest corner of the intersection of Davis Road and Skinner Road. The site is agriculture. The proposed subdivision will consist of 19 residential lots.

The tract is Zone "X" as per FEMA Flood Insurance Rate Maps, Community Panel No. 480334 0325 D dated on June 6, 2000 and L.O.M.R. May 17, 2001.

The majority of the soil is Fine Sandy Loam and Sandy Clay Loam. This soil is well drained. Surface runoff is medium. Permeability is moderate. Plasticity index has a range of 8-22. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has runoff flowing in southwesterly direction. Excess waters follow the natural drainage patterns of the area, flowing overland and ultimately to the North Main Drain Ditch. The existing runoff for the proposed subdivision is Q= 10.52 cubic feet per second based on a 10-year storm.

After development the runoff will be Q= 32.06 cubic feet per second for an increase of Q= 21.54 cubic feet per second. Detention will be 99,498.80 cubic feet (2.28 acre feet) in accordance with the County's drainage requirements. Detention will be done by widening the existing Willacy County Water Control & Improvements District No. 1 drainage ditch located on the west side of the property. The existing street runoff flows in a road ditch that flows into the existing Willacy County Water Control & Improvements District No. 1 drain ditch which ultimately drains into the North Main Drain Ditch.

THE COUNTY DRAINAGE DITCH FLOWS NORTH THEN EAST. THE DRAINAGE DITCH CARRIES WATER EASTWARD WHERE IT EMPTIES INTO LAGUNA MADRE. THE 10 YEAR STORM IS CONTAINED WITHIN THE RIGHT-OF-WAY OF STREET AND WITHIN THE DRAINAGE SWALES OF THE SUBDIVISION AS SHOWN BELOW. A RESTRICTIVE COVENANT (SET OUT ON SHEET 1 UNDER PLAT NOTES AND RESTRICTIONS) PROHIBITS THE CONSTRUCTION OF RESIDENTIAL HOUSING IN ANY AREA OF THE SUBDIVISION THAT IS IN A FLOODPLAIN UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968. AS FURTHER NOTED ON SHEET 1, THE FINISHED FLOOR ELEVATION OF EACH HOUSE IS REQUIRED TO BE AT LEAST 18 INCHES ABOVE THE TOP OF THE AVERAGE HEIGHT OF THE CURB IN FRONT OF THE LOT. THESE MEASURES PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS, AVOID CONCENTRATING RUNOFF ONTO OTHER LOTS, AND COORDINATE INDIVIDUAL LOT DRAINAGE WITH THE GENERAL STORM DRAINAGE PATTERN FOR THE AREA. THE MAP BELOW ILLUSTRATES THE FLOW PATTERNS FOR THE RUNOFF.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE FLOODPLAIN FOR ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0350 C, DATED ON JUNE 6, 2000 (REVISED MAY 17, 2001 TO REFLECT LOMR) IS CONTAINED WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

2-22-13
DATE

SUBDIVIDER CERTIFICATION

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.– I (WE), **TILLMIN WELCH** SUBDIVIDER OF **EVERGREEN VALLEY ESTATES PHASE V** HEREBY CERTIFY SEWER FEES HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY PLANNING DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

EVERGREEN VALLEY INC.
TILLMIN WELCH, PRESIDENT
3714 S. EXPRESSWAY 281
EDINBURG TX., 78539

DATE

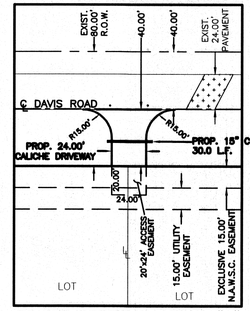
STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared **TILLMIN WELCH** 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 duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purpose and consideration thereby expressed.

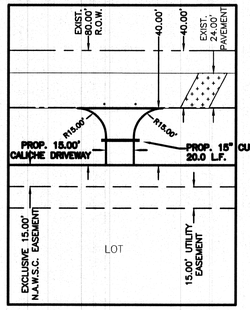
Given under my hand and seal of office this _____ day of _____, 20__.

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016.

LILIA A. QUINTANILLA– NOTARY PUBLIC



SHARED DRIVEWAY–DETAIL "A"
SCALE: 1"=50'



DRIVEWAY–DETAIL "B"
SCALE: 1"=50'

SCALE: 1"=50'
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 2 SHEETS	FILENAME : F:\DATA\SUBDIVS\HIDALGO CO.\EVERGREEN VALLEY PH V\S-PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	NOV. 17, 2011	M. GONZALEZ		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 04-02-2013

PROPOSED **VAQUERO ESTATES PHASE 3** SUBDIVISION, PRECINCT No. **1** .

ENGINEER: **QUINTANILLA, HEADLEY & ASSOC.** DEVELOPER: **NORBERTO SALINAS**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **64** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY **11** ☒ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **East of FM 1015 approximately ¼ mile South of Mile 11 North Road.**

SUBDIVISION LIES WITHIN THE:
☐ *The rural area of the County.*
☐ *ETJ of _____ and was approved administratively by said City.*
☒ *ETJ of* **Weslaco** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **01-08-13** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **On site storm drainage pipe system. Detention will be accomplish by widening the existing drain ditch on the East property line.**

DISTANCE TO A DRAIN DITCH:

ROAD R.O.W. DEDICATION: **No dedication is required by this plat. FM 1015 complies with MPO**

H.C.R.O.W. PRELIMINARYAPPROVAL DATE: **01-24-13** By, **Roy Gonzalez** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **02-30-13** By, **Chardo Ramos**

☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Isaac Mata**

SEWER SYSTEM:
☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____
☐ SANITARY SEWER BY: _____ LINE SIZE: ___ LOCATION: _____ .

WATER SERVICE PROVIDER: **North Alamo Water Supply Corp** LINE SIZE: **8"** LOCATION: **FM 1015**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **03-05-2013** .: By **Martin Ramirez**

☐ **SMALL CONSTRUCTION**
The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

☒ **LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH:
☐ **Cash Deposit:** *Amount:*$_____ *For:* ☐ *OSSF(S)*_____ ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS
☐ **A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____
Amount: $_____ *For:* ☐ *OSSF(S)*_____ ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: _____, __

STAFF RECOMMENDS:
☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Weslaco** .
☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*
☐ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.

*

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

Subdivision Review Comments for:

Vaquero Estates Phase III 2nd review comments

Plat is subject to additional comments from Planning, Office of Environmental Compliance, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.

By: Jose R. Tovar, Engineering Tech III Date: 03-14-2013

1ST SHEET COMMENTS:

11. PLAT NOTES:

5] Show location of BM #1 on drawing / plat.

10] Replace with the following: *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. No commercial use shall be allowed on all internal lots 132 through 156 and lots 167 through 205.*

15] Please delete *"industrial & multi-family"*

→Additional plat notes are required:

- *No access will be permitted on lot lots 131, 157 and 158 from FM 88. Access on to lots will be through the 30 foot access easement from Devon Street and Adare Street.*

2ND SHEET COMMENTS:

12. Please make sure the water and sewer English and Spanish engineering report coincide with distribution design and all amount are accurate.
14. TxDOT utility crossing will be required for the FM 88.

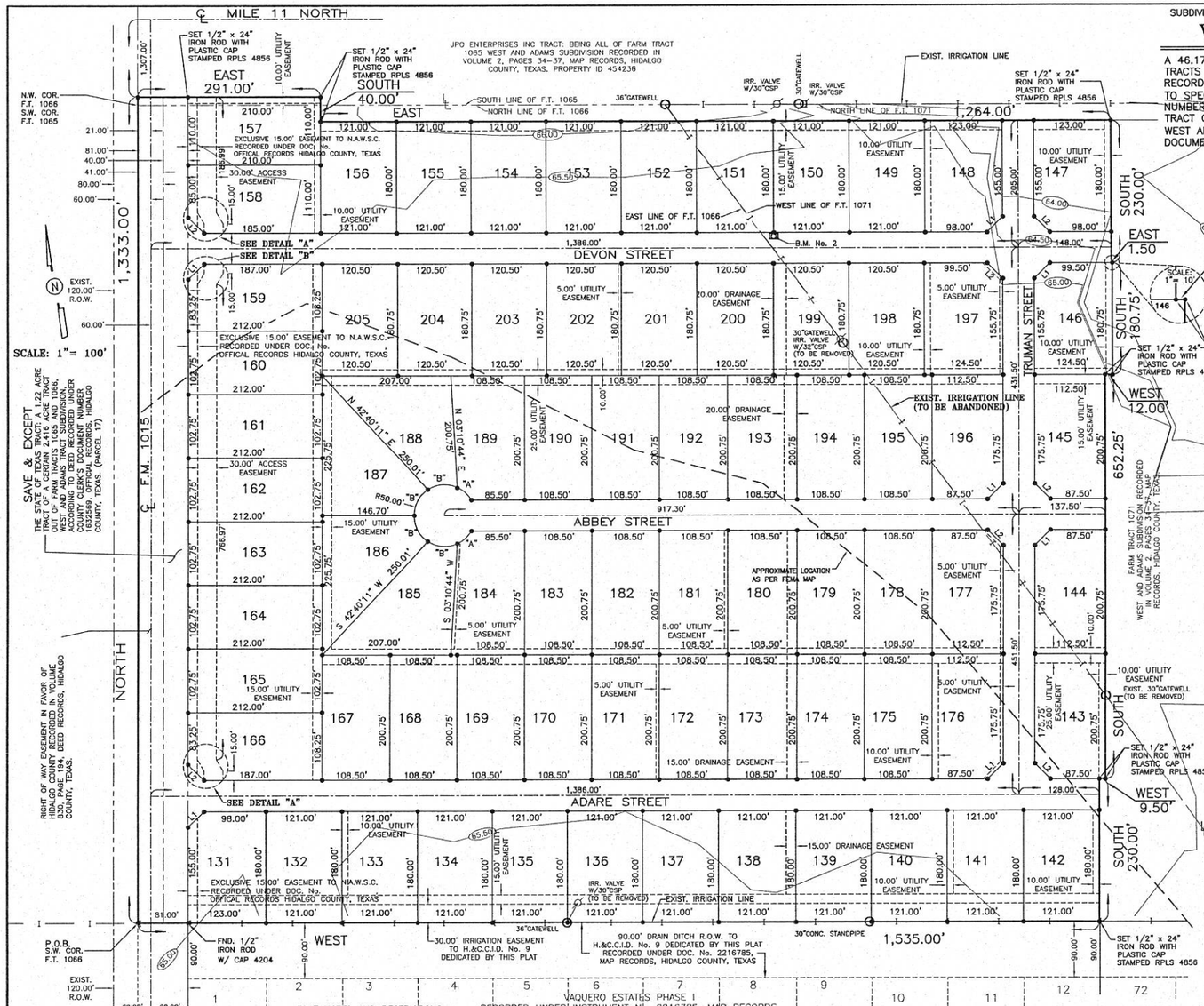
3RD SHEET COMMENTS:

17. TxDOT driveway permit will be required for all 3 subdivision entrances.
19. Winstorm report for proposed onsite storm drainage pipe system is required.

SUBDIVISION PLAT OF:

VAQUERO ESTATES PHASE III

A 46.17 ACRE TRACT OF LAND OUT OF FARM TRACTS 1065, 1066 AND 1071, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1118636, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, SAVE AND EXCEPT A 1.22 ACRE TRACT OUT OF THE STATE OF TEXAS 2.416 ACRE TRACT OUT OF FARM TRACTS 1065 AND 1066, WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1632569, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS,



METES AND BOUNDS

A 46.17 ACRE TRACT OF LAND OUT OF FARM TRACTS 1065, 1066 AND 1071, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1118636, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, SAVE AND EXCEPT A 1.22 ACRE TRACT OUT OF THE STATE OF TEXAS 2.416 ACRE TRACT OUT OF FARM TRACTS 1065 AND 1066, WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1632569, 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 POINT WITHIN THE RIGHT OF WAY OF F.M. 1015 FOR THE SOUTHWEST CORNER OF FARM TRACT 1066 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; NORTH, ALONG THE WEST LINE OF FARM TRACTS 1065 AND 1066, AND WITHIN THE RIGHT OF WAY OF F.M. 1015, A DISTANCE OF 1,333.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; EAST, PASSING AT 21.00 FEET THE CENTERLINE OF F.M. 1015, PASSING AT 41.00 FEET THE WEST LINE OF THE STATE OF TEXAS SAVE AND EXCEPT TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 81.00 FEET FOR THE EAST LINE OF SAID SAVE AND EXCEPT TRACT AND THE EAST RIGHT OF WAY LINE OF F.M. 1015, A TOTAL DISTANCE OF 291.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; SOUTH, A DISTANCE OF 40.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; EAST, A DISTANCE OF 1,264.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; SOUTH, A DISTANCE OF 230.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; EAST, A DISTANCE OF 1.50 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; SOUTH, A DISTANCE OF 180.75 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; WEST, A DISTANCE OF 12.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; SOUTH, A DISTANCE OF 652.25 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; WEST, A DISTANCE OF 9.50 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; SOUTH, A DISTANCE OF 230.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE SOUTH LINE OF FARM TRACT 1066 FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; WEST, ALONG THE SOUTH LINE OF FARM TRACT 1066, PASSING A 1/2" IRON ROD WITH CAP STAMPED 4204 FOUND AT 1,454.00 FEET FOR THE SOUTHEAST CORNER OF THE STATE OF TEXAS SAVE AND EXCEPT TRACT AND THE EAST RIGHT OF WAY LINE OF F.M. 1015, PASSING AT 1,494.00 FEET THE WEST LINE OF SAID SAVE AND EXCEPT TRACT, PASSING AT 1,514.00 FEET THE CENTERLINE OF F.M. 1015, A TOTAL DISTANCE OF 1,535.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 46.17 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH V.A. BLACK SUBDIVISION, RECORDED IN VOLUME 19, PAGE 176, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION. DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED

ALFONSO QUINTANILLA 4856 REGISTERED PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

9-24-12
DATE

LOT	AREA (S.F.)	AREA (AC.)
131	21,827.50	0.501
132-142	21,780.00	0.500
143-145	22,271.88	0.511
146	22,190.88	0.509
147-148	21,827.50	0.501
149-156	21,780.00	0.500
157	23,100.00	0.530
158	22,787.50	0.523
159	22,636.50	0.520
160-165	21,783.00	0.500
166	22,636.50	0.520
167-175	21,781.38	0.500
176-177	22,271.88	0.511
178-183	21,781.38	0.500
184	22,392.84	0.514
185	23,130.78	0.531
186-187	22,006.75	0.505
188	23,130.78	0.531
189	22,392.84	0.514
190-195	21,781.38	0.500
196	22,271.88	0.511
197	22,190.88	0.509
198-205	21,780.38	0.500

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 45°00'00" W	35.36'
L2	S 45°00'00" E	35.36'

CURVE DATA			
CURVE	DELTA	RADIUS	LENGTH
"A"	36°02'41"	50.00'	31.45'
"B"	56°58'40"	50.00'	49.72'

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, the easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this___ day of

20___.

BETO SALINAS FLORES GROUP, L.L.C.
NORBERTO SALINAS, PRESIDENT

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

BETO SALINAS FLORES GROUP, L.L.C.
I, NORBERTO SALINAS, PRESIDENT, AS OWNER OF THE 46.17 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED VAQUERO ESTATES PHASE III, 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.

BETO SALINAS FLORES GROUP, L.L.C.
NORBERTO SALINAS, PRESIDENT
500 E. 9TH STREET
MISSION, TX. 78572
TELEPHONE: (956) 584-5555

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared

BETO SALINAS FLORES GROUP, L.L.C.
NORBERTO SALINAS, PRESIDENT proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016.

LILIA A. QUINTANILLA- NOTARY PUBLIC

CITY OF WESLACO
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE §212.009(c) AND §212.0115(b)

WE THE UNDERSIGNED CERTIFY that this plat of the VAQUERO ESTATES PHASE III, was reviewed and approved by the City Council of the City of Weslaco on _____, _____.

Mayor of the City of Weslaco — Date

ATTEST: _____
Secretary of the City of Weslaco — Date

CITY OF WESLACO
CERTIFICATE OF PLANNING AND ZONING APPROVAL

I THE UNDERSIGNED CERTIFY that this plat of the VAQUERO ESTATES PHASE III, was reviewed and approved by the Planning and Zoning of the City of Weslaco on _____, _____.

Chairperson of the City of Weslaco — Date

ATTEST: _____
Secretary of the City of Weslaco — Date

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the VAQUERO ESTATES PHASE III, was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge — Date

ATTEST: _____
Hidalgo County Clerk — Date

THIS PLAT APPROVED BY THE HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT # 9, DATED THIS_____ DAY OF _____ 20___.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCCID #9 RIGHTS-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.&C.C.I.D. #9.
NOTE: IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.

GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS — ALFONSO QUINTANILLA 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

2-12-13
DATE

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" (UNSHADED)
AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD-PLAIN.
& FLOOD ZONE DESIGNATION: ZONE "x"
AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.
COMMUNITY-PANEL NUMBER 480334 0450 C
MAP REVISED: JUNE 6, 2002 LOMR: MAY 30, 2002

2.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

3.– SETBACKS:

FRONT	25.00 FEET
FRONT–LOTS 131, 157–166 TO F.M. 1015	50.00 FEET
REAR	15.00 FEET
SIDE	6.00 FEET
CORNER SIDE	10.00 FEET
CORNER SIDE WHERE R.O.W. IS GREATER THAN 50.00 FEET	20.00 FEET
FRONT & SIDE CORNER FOR GARAGE/CARPORT	18.00 FEET
OR EASEMENT WHICHEVER IS GREATER IN ALL CASES	

4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS.
AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
BENCHMARK No. 1 ELEV=64.92 TOP OF TYPE F INLET LOCATED 109.25' NORTH & 36.00' WEST FROM THE SOUTHWEST CORNER OF THE SUBDIVISION.
B.M. No. 2= 69.97 TOP OF INLET LOCATED NEAR THE SOUTHWEST CORNER OF LOT 150. N.A.V.D. 88 DATUM

6.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 120,078.84 CUBIC-FEET (2.75 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.

7.– NO ACCESS WILL BE ALLOWED FROM F.M. 1015 ON TO LOTS 131, 157 & 158.

8.– LEGEND ● = DENOTES 1/2"x24" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

9.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

10.– 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. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 132 THROUGH 156 AND LOTS 166 THROUGH 201.

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.– NO INDIVIDUAL LOT ACCESS WILL BE ALLOWED FOR LOTS 159 THROUGH 166, A 24 FOOT DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY DEVELOPER BETWEEN LOTS 162 AND 163 TO PROVIDE INGRESS AND EGRESS TO LOTS 159 THROUGH 166 FROM FM 88 (TEXAS BLVD). TXDOT DRIVEWAY/ENTRANCE PERMIT IS REQUIRED PRIOR TO THE CONSTRUCTION OF THE DRIVEWAY AND THE COUNTY ISSUING A DEVELOPMENT APPLICATION PERMITS.

14.– GENERAL NOTE FOR COMMERCIAL LOTS:
LOTS 131, AND 157 THROUGH 166 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOTS 131 AND 157 THROUGH 166 ARE FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

15.– AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

16.– THE DEVELOPER WILL BE RESPONSIBLE FOR THE STREET LIGHT INSTALLATION AS REQUIRED BY THE CITY OF WESLACO.

17.– 5.0' SIDEWALKS ALONG F.M. 1015 AND 4.0' SIDEWALKS ALONG INTERIOR STREETS ARE REQUIRED AT TIME OF BUILDING PERMIT.

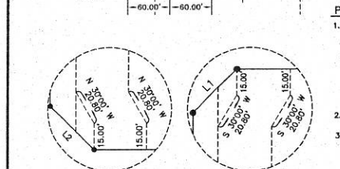
18.– A BUFFER FENCE WILL BE REQUIRED TO BE INSTALLED BY DEVELOPER ALONG THE REAR LOT LINES OF LOTS 157 THROUGH 166 AND ALONG THE EAST LOT LINES OF LOT 131.

19.– EXISTING IRRIGATION LINE WILL BE ABANDONED IN PLACE AND LOT OWNERS WILL BE ABLE TO BUILD OVER THAT AREA.

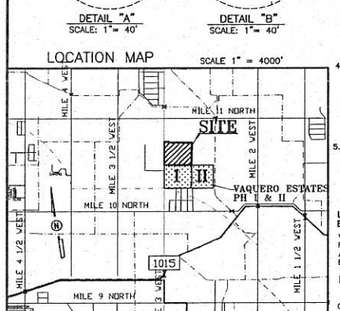
20.– THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOW ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

21.– 30 FOOT ACCESS EASEMENT SHALL REMAIN FREE AND CLEAR OF ANY OBSTRUCTIONS SO THAT INCOMING AND OUTGOING TRAFFIC MAY TRAVEL FREELY. THE INDIVIDUAL LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PAVING AND DRAINAGE IMPROVEMENTS WITHIN THE ROAD ACCESS EASEMENT WITH HIS RESPECTIVE SECTION.

22.– ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND 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 ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.



LOCATION MAP
SCALE 1" = 4000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

VAQUERO ESTATES PHASE III, IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE EAST SIDE OF FM 1015 AND NORTH OF MILE 10 NORTH ROAD, APPROXIMATELY 1,320.00 FEET NORTH OF SAID INTERSECTION. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF WESLACO, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF WESLACO (POPULATION 35,670), VAQUERO ESTATES PHASE III, LIES WITHIN THE CITY LIMITS. IT LIES IN PCT. 1.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	BETO SALINAS FLORES GROUP, L.L.C. NORBERTO SALINAS, PRESIDENT	500 E. 9TH STREET	MISSION, TX. 78572	(956)584-5555	
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	381-0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST. EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
PHONE 956-381-6480 FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

NOTE:

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE No. 49.211(c), THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

BY: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF VAQUERO ESTATES PHASE III 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 VAQUERO ESTATES PHASE III WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, _____.

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

INDEX OF SHEETS

SHEET 1
HEADING INDEX: LOCATION MAP AND ETC: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, ATTESTATION: CITY APPROVAL CERTIFICATE: COUNTY CLERK'S HIDALGO COUNTY R.O.W. CERTIFICATION: HIDALGO COUNTY RECORDING CERTIFICATE: H.C.D.D. No. 1 CERTIFICATION: HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT No. 9 CERTIFICATE: HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE: REVISION NOTES.

SHEET 2
WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT

SHEET 3
DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES.

THE COUNTY OF HIDALGO TEXAS

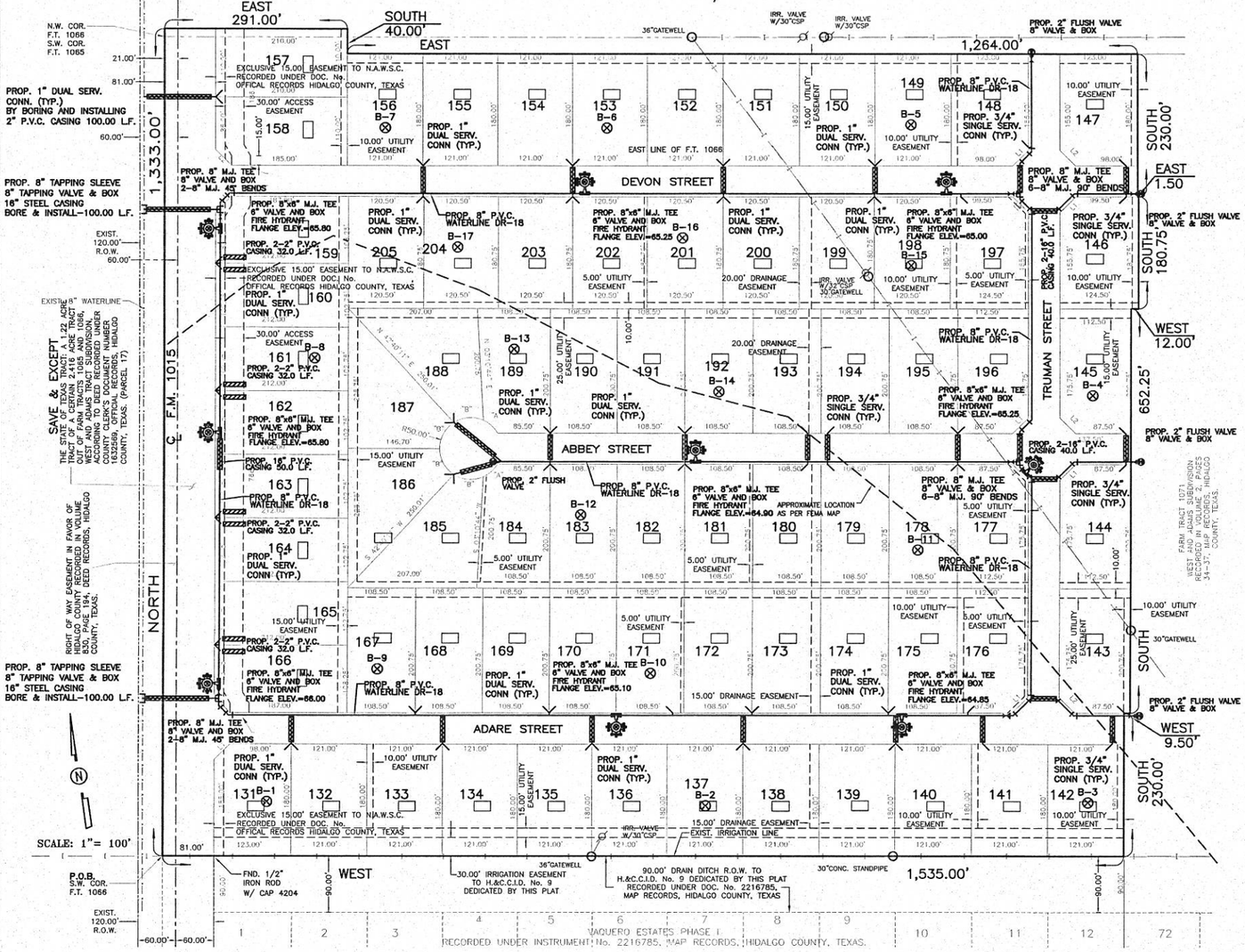
FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

SHEET No. 1 OF 3 SHEETS	FILENAME : F:\DATA\SUBDIVS\WESLACO\VAQUERO ESTATES PHASE III\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	SEPT. 24, 2012	M.G.		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA



VAQUERO ESTATES PHASE III

A 44.95 ACRE TRACT OF LAND BEING 46.17 ACRES OUT OF FARM TRACTS 1065, 1066 AND 1071, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER , OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, SAVE AND EXCEPT A 1.22 ACRE TRACT OUT OF THE STATE OF TEXAS 2.416 ACRE TRACT OUT OF FARM TRACTS 1065 AND 1066, WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1632569, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS,

FINAL ENGINEERING REPORT FOR VAQUERO ESTATES PHASE III:
BY ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description and Costs.

VAQUERO ESTATES PHASE III WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION ("N.A.W.S.C."). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAVE PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THE SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATERLINE RUNNING ALONG THE WEST SIDE OF F.M. 1015.

THE WATER SYSTEM FOR VAQUERO ESTATES PHASE III CONSIST OF AN 8" DIAMETER WATERLINE THAT CONNECTS TO THE SAID 8" WATERLINE ON F.M. 1015 AND RUNS EAST ON THE NORTH SIDE OF ADARE STREET, ENDING WITH A 2" FLUSH VALVE IN FRONT OF LOT 143. FROM THIS 8" DIAMETER WATERLINE, ANOTHER 8" DIAMETER WATERLINE CONNECTS TO IT NEAR THE SOUTHEAST CORNER OF LOT 176 AND RUNS NORTH ALONG THE WEST SIDE OF TRUMAN STREET, ENDING WITH A 2" FLUSH VALVE NEAR THE NORTHEAST CORNER OF LOT 148. AT THE NORTHEAST CONER OF LOT 177, ANOTHER 8" DIAMETER WATERLINE RUNS EAST AND WEST ON THE SOUTH SIDE OF ABBEY STREET, ENDING WITH A 2" FLUSH VALVE IN FRONT OF LOTS 144 AND 184.

AN 8" DIAMTER WATERLINE CONNECTS TO THE EXISTING 8" WATERLINE ON F.M. 1015 AND RUNS EAST ALONG THE SOUTH SIDE OF DEVON STREET, ENDING WITH A 2" FLUSH VALVE IN FROM OF LOT 146. THIS 8" DIAMTER W ATERLINE LOOPS BACK WITH THE PREVIOUS WATERLINE ON TRUMAN STREET.

ADDITIONALLY, ANOTHER 8" DIAMETER WATERLINE RUNS ON THE EAST SIDE OF F.M. 1015 IN FRONT OF LOTS 159 THROUGH 166 INSIDE A 15.00 FOOT EASEMENT TO N.A.W.S.C..

FROM THE 8" WATERLINE, THIRTY (30) 1" DUAL WATER SERVICES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO 3/4" DIAMETER SINGLE SERVICES AND FIFTEEN (15) 3/4" DIAMETER SINGLE SERVICES GOING TO THE METER BOXES FOR EACH LOT.

THE 8" DIAMETER WATERLINE, THE 1" DUAL SERVICE LINES, THE 3/4" SINGLE SERVICE LINES, AND THE WATER METER BOXES HAVE BEEN INSTALLED AT A TOTAL COST OF $ OR $ PER LOT. IN ADDITION, THE SUBDIVIDER WILL PAY N.A.W.S.C. THE SUM OF $ OR $ PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER RIGHTS ACQUISITION FEES AND ALL MEMBERSHIPS OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C.. UPON REQUEST BY THE LOT OWNER OF A LOT, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED NINE (9) FIRE HYDRANTS AT A UNIT COST OF $ FOR A TOTAL COST OF $. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description and Costs.

SEWAGE FROM VAQUERO ESTATES PHASE III, IS TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 0011121) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:

EACH LOT IN THE SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE THE UNITED STATES OF AGRICULTURE SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM. THE SITE EVALUATOR (LICENSE NUMBER OS 0011121) HAD SEVENTEEN (17) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS 131, 137, 142, 145, 149, 153, 158, 161, 167, 171, 178, 183, 189, 192, 198, 201 AND 204. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL REPORT AS PREPARED BY THE SITE EVALUATOR (LICENSE NUMBER OS 0011121) INDICATES A CLAY LOAM AND SANDY CLAY LOAM (WITH TEXURE CLASS I) EXTENDING MORE THAN 24" BELOW THE BOTTOM OF ANY EXIST. EXCAVATIONS. THE SUBDIVISION DRAINS WELL, THE 10-YEAR STORM BEING CONTAINED WITHIN THE STREET AND THE DRAINAGE EASEMENTS.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSFS HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON .

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE,I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL CONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES ARE FULLY CONSTRUCTED, WITH INSTALLATION OF WATER METERS, AT A TOTAL COST OF $ OR $ PER LOT.

SEWAGE FACILITIES– THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $ WHICH EQUALS TO $ PER LOT.

STATE OF TEXAS · ALFONSO QUINTANILLA · 68947 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. 95534

2-22-13
DATE

REPORTE FINAL DE INGEMERIA PARA LA SUBDIVISION VAQUERO ESTATES PHASE III:
POR ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion y Costos.

VAQUERO ESTATES PHASE III SERA PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑIA DE AGUA N.A.W.S.C. SE HAN COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. LA COMPAÑIA DE AGUA N.A.W.S.C. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. TIENE UN LINEA EXISTENTE DE 8" DE DIAMETRO DE AGUA QUE CORRE POR EL LADO OESTE DE F.M. 1015.

EL SISTEMA DE AGUA PARA VAQUERO ESTATES PHASE III CONSISTE DE UNA LINEA DE AGUA DE 8" DE DIAMETRO QUE SE CONNECTA CON LA LINEA EXISTENTE DE AGUA DE 8" DE DIAMETRO Y CORRE POR EL LADO NORTE DE LA ADARE STREET, TERMINANDO CON UNA VALVULA DE 2" EN FRENTE DE LOT 143. DE ESTA LINEA DE AGUA DE 8" DE DIAMETRO, OTRA LINEA DE AGUE DE 8" DE DIAMETRO CONNECTA CON LA LINEA EN LA ESQUINA SUDESTE DE LOTE 176 Y CORRE NORTE POR EL LADO OESTE DE LA CALLE EL TRUMAN STREET, TERMINANDO CON UNA VALVULA DE 2" EN LA ESQUINA NORESTE DE LOT 148. EN LA ESQUINA NORESTE DE LOTE 177, OTRA LINEA DE 8" DE DIAMTERO CORRE ESTE Y OESTE POR EL LADO SUR DE LA CALLE ABBEY STREET, TERMINANDO CON VALVULAS DE 2" EN FRENTE DE LOTES 144 Y 184.

UNA LINEA DE AGUA DE 8" DE DIAMETRO SE CONNECTA CON LA LINEA EXISTENTE DE AGUA DE 8" DE DIAMETRO Y CORRE POR EL LADO SUR DE LA DEVON STREET, TERMINANDO CON UNA VALVULA DE 2" EN FRENTE DE LOT 146. ESTA LINEA DE AGUA DE 8" DE DIAMETRO CONNECTA CON LA LINEA DE AGUA DE 8" DE DIAMETRO QUE CORRE POR EL LADO OESTE DE LA CALLE EL TRUMAN STREET.

TAMBIEN EN FRENTE DE LOTES 159 POR 166, UNA LINEA DE AGUA DE 8" DE DIAMETRO CORRE ADENTRO DE UNA EASEMENT DE N.A.W.S.A DE 15' POR EL LADO ESTE DE CALLE F.M. 1015.

DE LA LINEA DE 8" DE DIAMETRO, SE DESPRENDEN TREINTA (30) SERVICIOS DOBLES DE 1" DE DIAMETRO QUE CORREN EN PARES HACIA LOS LOTES PARA DESPUES DIVDIRSE EN DOS SERVICIOS SENCILLOS DE 3/4" DE PULGADA, Y QUINCE (15) SERVICIOS SENCILLOS DE 3/4" QUE VAN HACIA LOS MEDIDORES DE CADA LOTE.

LA LINEA DE 8" DE DIAMETRO, LAS LINEAS DE SERVICIO DOBLE DE 1" DE DIAMETRO, LAS LINEAS DE SERVICIO SENCILLO DE 3/4" DE DIAMETRO Y LAS CAJAS DE LOS MEDIDORES DE AGUA HA SIDO INSTALARON A UN COSTO TOTAL DE US$ O US$ POR LOTE. ADICIONALMENTE, EL DUEÑO DE LA SUBDIVISION PAGARA A N.A.W.S.C. LA CANTIDAD DE US$ O US$ POR SOLAR DE ACUERDO AL CONTRATO Y DOCUMENTO DE 30 AÑOS DE SERVICIO DE AGUA POTABLE EL CUAL CUBRE LOS MEDIDORES DE AGUA, INSTALACION, CONEXION Y MEMBRESIAS. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑIA N.A.W.S.C. LO INSTALARA SIN ALGUN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISION TAMBIEN HA INSTALADO NUEVE (9) BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE US$ POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL US$. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: Descripcion y Gastos.

EL DRENAJE DE VAQUERO ESTATES PHASE III, TENDRA FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL, CON DOBLE COMPARTIMIENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL EVALUADOR (LIC# OS 0011121) DE ENSUCIE HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS (OSSF). EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION MIDE MEDIO ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. EL EVALUADOR (LIC# OS 0011121) HIZO DIECISIETE (17) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES 131, 137, 142, 145, 149, 153, 158, 161, 167, 171, 178, 183, 189, 192, 198, 201 Y 204 . (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADA). EL SUELO ES UN MARGA DE BARRO ARENOSO Y MARGA DE BARRO (CON TEXTURA CLASE I) EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION POR EL EVALUADOR (LIC# OS 0011121). NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US$, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SEPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE US$ EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SEPTICAS DESDE .

CERTIFICACION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA DE AGUA FUE CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL COSTO TOTAL ES DE US$ 0 US$ POR LOTE.

DRENAJE: SE ESTIMA QUE LAS FOSAS SEPTICAS COSTARAN US$ POR LOTE (TODO INCLUSO) A UN COSTO TOTAL DE US$ PARA TODA LA SUBDIVISION.

STATE OF TEXAS · ALFONSO QUINTANILLA · 68947 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. 95534

2-22-13
DATE

SUBDIVIDER CERTIFICATION

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

BETO SALINAS FLORES GROUP, L.L.C.

1.– I (WE), **NORBERTO SALINAS, PRESIDENT**, SUBDIVIDERS OF **VAQUERO ESTATES PHASE III** HEREBY CERTIFY SEWER PERMITS, AS APPLICABLE, HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

BETO SALINAS FLORES GROUP, L.L.C.
NORBERTO SALINAS, PRESIDENT
500 E. 9TH STREET
MISSION, TX. 78572
TELEPHONE: (956) 584-5555

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared **NORBERTO SALINAS, PRESIDENT OF BETO SALINAS FLORES GROUP, L.L.C.** proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016.

LILIA A. QUINTANILLA– NOTARY PUBLIC

COST ESTIMATE

WATER DISTRIBUTION: $
DRAINAGE IMPROVEMENTS: $
PAVING IMPROVEMENTS: $
SEPTIC TANK (OSSF): $

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

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

SHEET NO. 2 OF 3 SHEETS	FILENAME : P:\DATA\SUBD\WESLACO\VAQUERO ESTATES PHASE III\B-PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	7-27-2011	M. GONZALEZ		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE

VAQUERO ESTATES PHASE III

A 44.95 ACRE TRACT OF LAND BEING 46.17 ACRES OUT OF FARM TRACTS 1065, 1066 AND 1071, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34–37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER , OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, SAVE AND EXCEPT A 1.22 ACRE TRACT OUT OF THE STATE OF TEXAS 2.416 ACRE TRACT OUT OF FARM TRACTS 1065 AND 1066, WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1632569, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS,

DRAINAGE REPORT FOR
VAQUERO ESTATES PHASE III

Vaquero Estates Phase III is a 46.31 acre tract of land out of Farm Tract 1065, 1066, and 1071, West and Adams Tracts Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 2, Pages 34–37, map records, Hidalgo County, Texas, and according to Warranty Deed with Vendor's lien recorded under County Clerk's Document Number , official records, Hidalgo County, Texas. The property is located approximately 1307 feet south of Mile 11 North Road and on the east side of F.M. 1015. The site is agriculture. The proposed subdivision will consist of 64 residential and 11 commercial lots.

The tract is Zone "X" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0450 C, dated on June 6, 2000 with LOMR dated May 30, 2002.

This soil is sandy clay loam, fine sandy loam, and clay loam. This soil is well drained. Permeability is moderate. Plasticity index has a range of 4–23. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site runoff flows overland in a northeasterly direction. The existing runoff for the proposed subdivision is Q=11.66 cubic feet per second based on a 10–year storm.

After development the runoff will be Q=35.69 cubic feet per second for an increase of Q=24.03 cubic feet per second. Detention will be 120,078.84 cubic feet (2.76 acre feet) and will be accomplished by excavating this volume within the existing drain ditch area located east of this development. Excess runoff and runoff created by this new development will be directed onto a proposed storm sewer systems consisting of 18" and 24" RCP pipes with TY "A" inlets that will connect to the existing Hidalgo and Cameron County Irrigation District #9 drain ditch located on the south side of this development.

THE COUNTY DRAINAGE DITCH FLOWS NORTH THEN EAST. THE DRAINAGE DITCH CARRIES WATER EASTWARD WHERE IT EMPTIES INTO LAGUNA MADRE. THE 10 YEAR STORM IS CONTAINED WITHIN THE RIGHT–OF–WAY OF STREET AND WITHIN THE DRAINAGE SWALES OF THE SUBDIVISION AS SHOWN BELOW. A RESTRICTIVE COVENANT (SET OUT ON SHEET 1 UNDER PLAT NOTES AND RESTRICTIONS) PROHIBITS THE CONSTRUCTION OF RESIDENTIAL HOUSING IN ANY AREA OF THE SUBDIVISION THAT IS IN A FLOODPLAIN UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968. AS FURTHER NOTED ON SHEET 1, THE FINISHED FLOOR ELEVATION OF EACH HOUSE IS REQUIRED TO BE AT LEAST 18 INCHES ABOVE THE TOP OF THE AVERAGE HEIGHT OF THE CURB IN FRONT OF THE LOT. THESE MEASURES PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS, AVOID CONCENTRATING RUNOFF ONTO OTHER LOTS, AND COORDINATE INDIVIDUAL LOT DRAINAGE WITH THE GENERAL STORM DRAINAGE PATTERN FOR THE AREA. THE MAP BELOW ILLUSTRATES THE FLOW PATTERNS FOR THE RUNOFF.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100–YEAR FLOODPLAIN FOR 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) & ZONE "X"–UNSHADED (AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD–PLAIN) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480344 0450 C (L.O.M.R.: MAY 30, 2002) IS CONTAINED WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. 95534

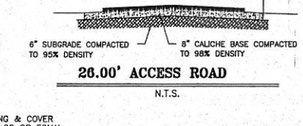
2-22-13
DATE

LOT 7, BLOCK 117, CAMPACUAS SUBDIVISION RECORDED IN VOLUME 1, PAGE 2, MAP RECORDS, HIDALGO COUNTY, TEXAS.

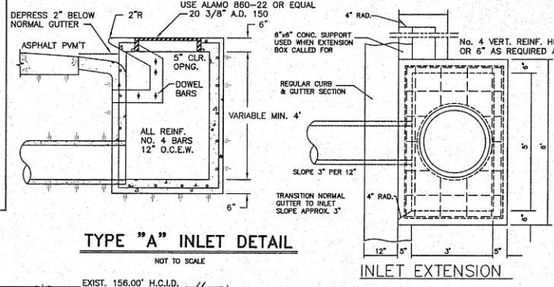
COST ESTIMATE

WATER DISTRIBUTION:	$
DRAINAGE IMPROVEMENTS:	$
PAVING IMPROVEMENTS:	$
SEPTIC TANK (OSSF):	$

FLOW DIRECTION OF WATER



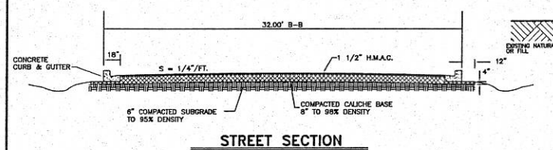
26.00' ACCESS ROAD
N.T.S.



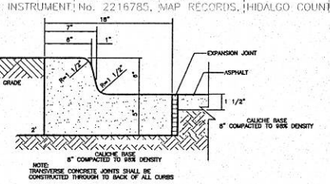
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NOT TO SCALE

INLET EXTENSION

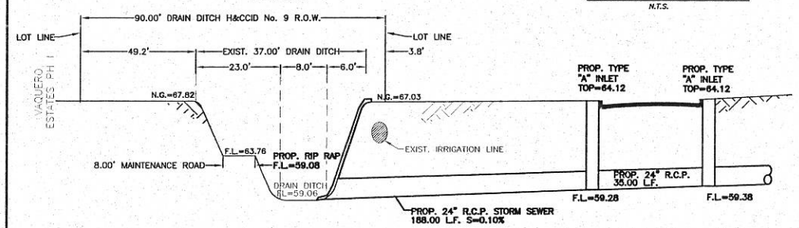
OFFSITE DRAINAGE
SCALE: 1"= 100'



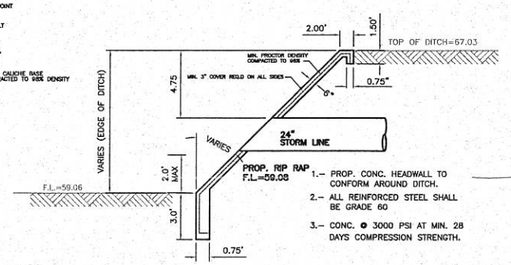
STREET SECTION
NOT TO SCALE



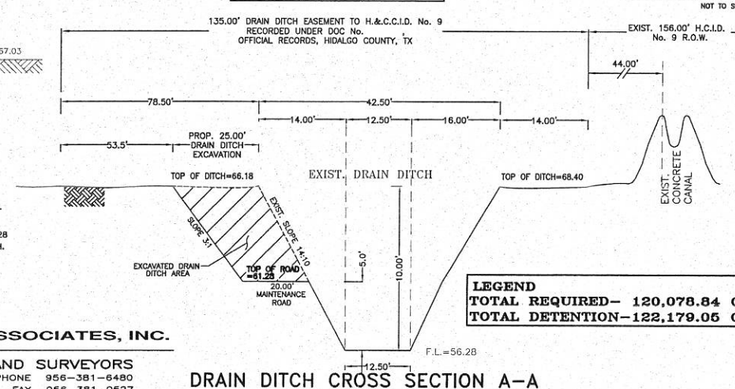
INTEGRAL CURB & GUTTER
N.T.S.



PROP. DRAIN DITCH CROSS SECTION "B–B"
N.T.S.



STORM DISCHARGE STRUCTURE
NOT TO SCALE



DRAIN DITCH CROSS SECTION A–A
N.T.S.

LEGEND
TOTAL REQUIRED– 120,078.84 C.F.
TOTAL DETENTION–122,179.05 C.F.

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

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

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
LAND SURVEYORS
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 3 OF 3 SHEETS	FILENAME : F:\DATA\SUBD\WESTLACO\VAQUERO ESTATES PHASE II\B–PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	7–27–2011	M. GONZALEZ		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 04-02-2013

PROPOSED **TULIPAN VILLAS SUBDIVISION** SUBDIVISION, PRECINCT No. **4** .

ENGINEER: **QUINTANILLA, HEADLEY & ASSOCIATES** DEVELOPER: **ELEAZAR ROJAS**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: ____☐*SINGLE FAMILY **34** ☒*MULTI-FAMILY ____☐COMMERCIAL ____☐INSTITUTIONAL

LOCATION DESCRIPTION: **North of Wisconsin Rd. approximately ½ mile East of Raul Longoria Rd.**

SUBDIVISION LIES WITHIN THE:
☐ *The rural area of the County.*
☐ *ETJ of _____ and was approved administratively by said City.*
☒ *ETJ of* **Edinburg** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **11-07-12** PROPERTY LIES WITHIN FLOOD ZONE: **"B"** AS PER FEMA.

DRAINAGE DESIGN: **On site storm drainage pipe system. Detention will be accomplish by widening the existing drain ditch on the North property line.**

DISTANCE TO A DRAIN DITCH:

ROAD R.O.W. DEDICATION: **20 feet on Wisconsin Rd.**

H.C.R.O.W. PRELIMINARYAPPROVAL DATE: **03-07-13** By, **Jesse Ozuna** R.O.W. AGENT

☐ OSSF & SOIL ANALYSIS WERE CONDUCTED BY:_____

SEWER SYSTEM:
☐OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____
☒SANITARY SEWER BY: **Edinburg** LINE SIZE: **12"** LOCATION: **Water Oak Drive .**

WATER SERVICE PROVIDER: **North Alamo Water Supply Corp** LINE SIZE: **12"** LOCATION: **Wisconsin Rd.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **03-08-2013 .**: By **Martin Ramirez**

☐**SMALL CONSTRUCTION**
The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

☒**LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH:
☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____☐PAVING ☐DRAINAGE☐STREET SIGNS
☐**A Letter of Credit** *Financial Institution: _____ L.O.C No. _____*
Amount: $_____For: ☐*OSSF(S)*_____☐PAVING ☐DRAINAGE☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: _____, __

STAFF RECOMMENDS:
☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Edinburg .**
☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*
☐ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

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

Subdivision Review Comments for:

TULIPAN VILLAS 2nd review comments

Plat is subject to additional comments from Planning, Office of Environmental Compliance, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.

By: Jose R. Tovar, Engineering Tech III Date: 03-14-2013

1ST SHEET COMMENTS:

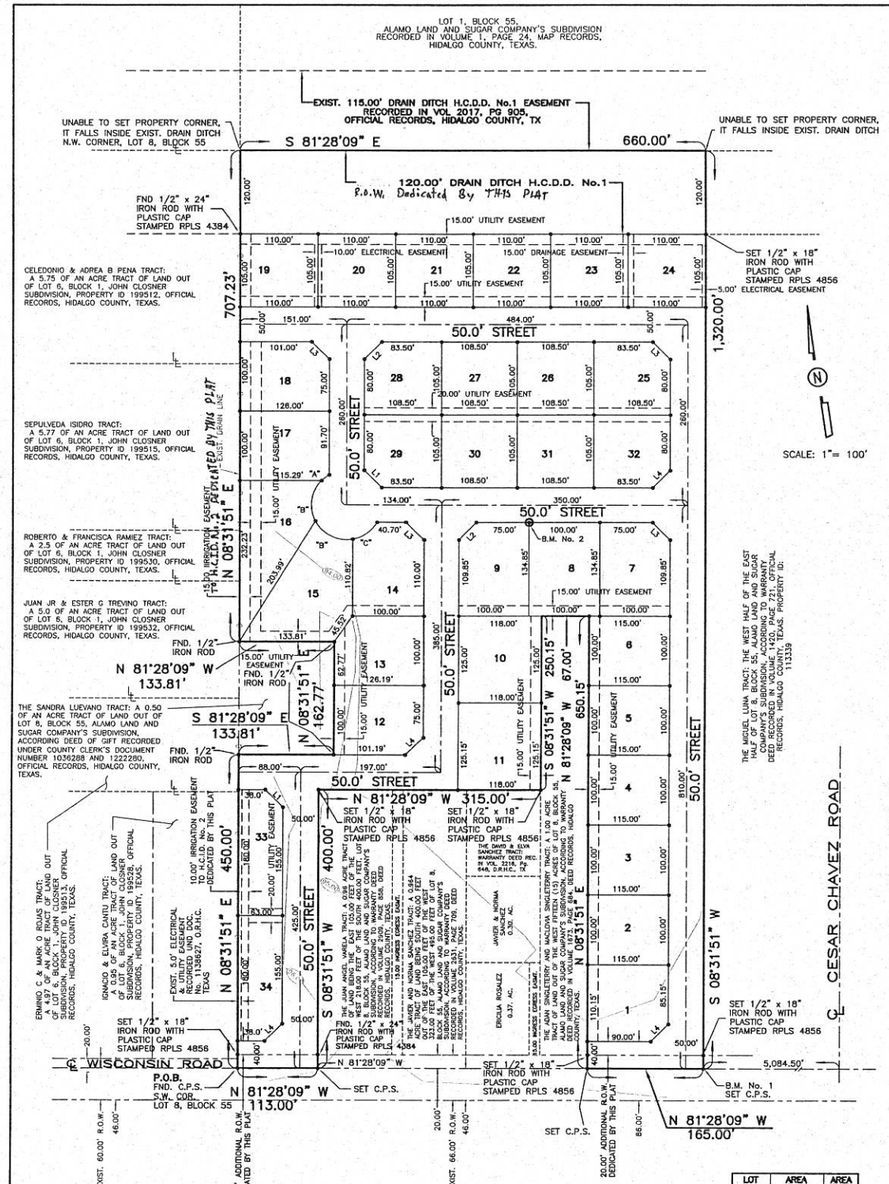
5. Provide street names and make sure names are approved from the LRGVDC (911 dept.) and or City of Edinburg.

2ND SHEET COMMENTS:

20. As per the water and sewer engineering report; please make sure all street names are correct, all amounts are accurate and description of distribution system coincides with design.

3RD SHEET COMMENTS:

25. Pipe sizes do not coincide Drain ditch cross section detail and drawing design.
26. Discharge permit will be required prior to final approval.
27. Final approved inspection from HCDD#1 will be required on the widening of the ditch and the outfall structure before final approval.
32. Provide windstorm calculations.



PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE " B "
AREAS BETWEEN LIMITS OF THE 100–YEAR AND 500–YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100–YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. (MEDIUM SHADING).
COMMUNITY–PANEL No. 480334 0425 C
EFECTIVE DATE: NOVEMBER 16, 1982

2.– SETBACKS:

FRONT	25.00 FEET
FRONT LOT 24 FROM WISCONSIN ROAD	40.00 FEET
FRONT LOT 25 FROM NORTH ROAD	25.00 FEET
REAR	20.00 FEET
SIDE	6.00 FEET
CORNER SIDE	10.00 FEET
OR EASEMENT WHICHEVER IS GREATER	

3.– THESE LOTS WILL BE USED FOR MULTI FAMILY ONLY.
APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 24" ABOVE TOP OF CURB OR 24" 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 PIPE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1– ELEVATION= 95.85 ON COTTON PICKER SPINDLE SET ON THE SOUTHEAST CORNER OF THIS SUBDIVISION. (NAVD 88 DATUM).
B.M. No. 2 ELEVATION= 93.50 1/2 IRON ROD SET IN CONC. WITH DISK AT THE NORTHEAST CORNER OF LOT 9 OF THE SUBDIVISION. NAVD 88 DATUM.

6.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 63,768.73 CUBIC –FEET (1.46 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.

7.– A FOUR (4.0) FOOT SIDEWALK ON INTERIOR STREETS FOUR (4.0) FEET BEHIND THE BACK OF CURB IS REQUIRED AT BUILDING PERMIT STAGE BY LOT OWNER.

8.– NO ACCESS WILL BE ALLOWED FROM WISCONSIN ROAD ONTO LOT 1 AND 41. THE DEVELOPER SHALL INSTALL A BUFFER FENCE ABUTTING WISCONSIN ROAD.

9.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

10.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

11.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

12.– LEGEND +– DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856 UNLESS OTHERWISE NOTED

13.– 100% OF PARKLAND FEE ($600.00) WILL BE PAID BY DEVELOPER.

14.– ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

15.– A FIVE (5.0') FOOT SIDEWALK WITH ADA RAMPS IS REQUIRED ALONG WISCONSIN ROAD DURING SUBDIVISION CONSTRUCTION BY DEVELOPER.

16.– A SITE PLAN WILL BE SUBMITTED FOR THE PROPOSED MULTI–FAMILY UNITS ON LOTS 33 AND 34.

17.– NO COMMERCIAL USE SHALL BE ALLOWED ON ALL LOTS.

18.– AN OFF–STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED AT THE TIME OF APPLICATION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN AND DRAINAGE PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

19.– AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO BUILDING PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).

20.– THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOW ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

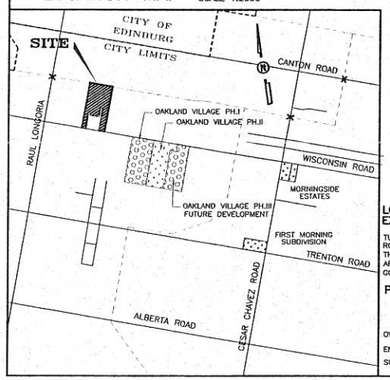
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

LOT No.	AREA (S.F.)	AREA (AC.)
1	12354.75	0.284
2–6	11500.00	0.264
7	13172.50	0.302
8	13485.00	0.310
9	13172.50	0.302
10	14750.00	0.339
11	14767.70	0.339
12	12306.50	0.283
13	12131.47	0.279
14	12642.33	0.290
15	16961.76	0.389
16	15387.34	0.353
17	12551.39	0.288
18	12287.50	0.282
19–24	11550.00	0.265
25	11080.00	0.254
26–27	11392.50	0.262
28–29	11080.00	0.254
30–31	11392.50	0.262
32	11080.00	0.254
33–34	11,027.50	0.253

LOT DIMENSIONS DATA		
DATA	BEARING	LENGTH
L1	N 36°28'09" W	35.36'
L2	N 53°31'51" E	35.36'
L3	S 36°28'09" E	35.36'
L4	S 53°31'51" W	35.36'

LOCATION MAP SCALE 1"=2000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

TULIPAN VILLAS SUBDIVISION, IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE NORTH SIDE OF WISCONSIN ROAD AND WEST SIDE OF CESAR CHAVEZ ROAD, APPROXIMATELY 5,084.50 FEET WEST OF THE SAID INTERSECTION, THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100), TULIPAN VILLAS SUBDIVISION, LIES APPROXIMATELY 1/3 MILE FROM THE CITY LIMITS AND IS WITHIN THE CITY'S TWO–MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021, AND LIES IN PCT. No. 4.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	ELEAZAR ROJAS, SAJO MANAGEMENT, LLC SAJOR INVESTMENTS, L.P.	209 E. DUKE AVENUE	McALLEN TX, 78504	682–9332	
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	381–6480	381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	381–6480	381–0527

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
LAND SURVEYORS
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

THE SUBDIVISION PLAT OF

TULIPAN VILLAS SUBDIVISION

A 15.607 ACRE TRACT OF LAND OUT OF LOT 8, BLOCK 55, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 24–26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEEDS RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2112405 AND 2114631, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 15.607 ACRE TRACT OF LAND OUT OF LOT 8, BLOCK 55, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 24–26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEEDS RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2112405 AND 2114631, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE FOUND IN THE CENTERLINE OF WISCONSIN ROAD FOR THE SOUTHWEST CORNER OF LOT 8 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°31'51" E, ALONG THE WEST LINE OF LOT 8, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 20.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF WISCONSIN ROAD, A TOTAL DISTANCE OF 450.00 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THE SANDRA LUEVANO TRACT (A 0.50 OF AN ACRE TRACT OF LAND OUT OF LOT 8, BLOCK 55, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING DEED OF GIFT RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1036288, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 81°28'09" E, ALONG THE SOUTH LINE OF THE SANDRA LUEVANO TRACT, A DISTANCE OF 133.81 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 08°31'51" E, ALONG THE EAST LINE OF THE SANDRA LUEVANO TRACT, A DISTANCE OF 162.77 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 81°28'09" W, ALONG THE NORTH LINE OF THE SANDRA LUEVANO TRACT, A DISTANCE OF 133.81 FEET TO A 1/2" IRON ROD FOUND ON THE WEST LINE OF LOT 8 FOR THE NORTHWEST CORNER OF SAID TRACT AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 08°31'51" E, ALONG THE WEST LINE OF LOT 8, PASSING A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4384 FOUND AT 587.23 FEET FOR THE SOUTH LINE OF A HIDALGO COUNTY DRAINAGE DISTRICT No.1 DRAIN DITCH RIGHT OF WAY, A TOTAL DISTANCE OF 707.23 FEET TO A POINT FOR THE NORTHWEST CORNER OF LOT 8 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°28'09" E, ALONG THE NORTH LINE OF LOT 8, A DISTANCE OF 660.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF THE MIGUEL LUNA TRACT (THE WEST HALF OF THE EAST HALF OF LOT 8, BLOCK 55, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1420, PAGE 721, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°31'51" W, ALONG THE WEST LINE OF THE MIGUEL LUNA TRACT, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 120.00 FEET FOR THE SOUTH LINE OF A HIDALGO COUNTY DRAINAGE DISTRICT No.1 DRAIN DITCH RIGHT OF WAY, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 1,300.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF WISCONSIN ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A COTTON PICKER SPINDLE SET ON THE SOUTH LINE OF LOT 8 AND IN THE CENTERLINE OF WISCONSIN ROAD FOR THE SOUTHWEST CORNER OF SAID TRACT AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°28'09" W, ALONG THE SOUTH LINE OF LOT 8 AND THE CENTERLINE OF WISCONSIN ROAD, A DISTANCE OF 165.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE SOUTHEAST CORNER OF THE ADAN SINGLETERRY TRACT (A 1.0 ACRE TRACT OUT OF THE WEST 15.0 ACRES OF LOT 8, BLOCK 55, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1673, PAGE 684, DEED RECORDS, HIDALGO COUNTY, TEXAS) AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 08°31'51" E, ALONG THE EAST LINE OF THE ADAN SINGLETERRY TRACT, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 20.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF WISCONSIN ROAD, A TOTAL DISTANCE OF 650.15 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP SET FOR THE NORTHEAST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 81°28'09" W, ALONG THE NORTH LINE OF THE JUAN ANGEL VARELA TRACT (A 0.95 ACRE TRACT OF LAND BEING THE EAST 105.00 FEET OF THE WEST 218.00 FEET OF THE SOUTH 400.00 FEET, LOT 8, BLOCK 55, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, THE JAVIER AND NORMA SANCHEZ TRACT (A 0.964 ACRE TRACT OF LAND BEING SOUTH 400.00 FEET OUT OF THE EAST 105.00 FEET OF THE WEST 323.00 FEET OF THE WEST 495.00 FEET OF LOT 8, BLOCK 55, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION) , A DISTANCE OF 67.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THE ADAN SINGLETERRY TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 08°31'51" W, ALONG THE WEST LINE OF THE ADAN SINGLETERRY TRACT, A DISTANCE OF 250.15 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF THE DAVID SANCHEZ TRACT (A 0.30 ACRE TRACT OUT OF LOT 8, BLOCK 55, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 2216, PAGE 648, DEED RECORDS, HIDALGO COUNTY, TEXAS) AN AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 81°28'09" W, ALONG THE NORTH LINE OF THE DAVID SANCHEZ TRACT, THE NORTH LINE OF THE JAVIER SANCHEZ TRACT (A 0.964 ACRE TRACT OUT OF LOT 8, BLOCK 55, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 2631, PAGE 709, DEED RECORDS, HIDALGO COUNTY, TEXAS) , AND THE NORTH LINE OF THE JUAN ANGEL VARELA TRACT (A 0.95 ACRE TRACT OUT OF LOT 8, BLOCK 55, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 2909, PAGE 858, DEED RECORDS, HIDALGO COUNTY, TEXAS), A DISTANCE OF 315.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THE JUAN ANGEL VARELA TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 08°31'51" W, ALONG THE WEST LINE OF THE JUAN ANGEL VARELA TRACT, PASSING A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4384 FOUND AT 380.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF WISCONSIN ROAD, A TOTAL DISTANCE OF 400.00 FEET TO A COTTON PICKER SPINDLE SET ON THE SOUTH LINE OF LOT 8 AND IN THE CENTERLINE OF WISCONSIN ROAD FOR THE SOUTHWEST CORNER OF SAID TRACT AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 81°28'09" W, ALONG THE SOUTH LINE OF LOT 8 AND THE CENTERLINE OF WISCONSIN ROAD, A DISTANCE OF 113.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.607 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH OAKLAND VILLAGE SUBDIVISION PHASE I SUBDIVISION, RECORDED IN VOLUME 45, PAGE 118, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE 24th DAY OF OCTOBER 20 12.

REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856 STATE OF TEXAS

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS, THE _____DAY OF _____ , 20___.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHTS OF WAYS OR EASEMENTS.

_____ ATTEST:_____
PRESIDENT SECRETARY

PLANNING & ZONING COMMISSION CERTIFICATION

"I, the undersigned, Chairperson of the Planning and Zoning Commission of the City of Edinburg, hereby certify that this subdivision plat known as TULIPAN VILLAS SUBDIVISION conforms to all requirements of the Subdivision Regulations of this City wherein my approval is required and has been approved for recording on the _____ day of _____, 20___."

_____
CHAIRPERSON–PLANNING & ZONING COMMISSION

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF TULIPAN VILLAS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 20___.

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **TULIPAN VILLAS SUBDIVISION** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 20___.

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, ELEAZAR ROJAS, SAJO MANAGEMENT, LLC, SAJOR INVESTMENTS, L.P., AS OWNER OF THE 15.607 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED TULIPAN VILLAS 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.

_____ _____
SAJOR INVESTMENTS, L.P. DATE
ELEAZAR ROJAS, SAJO MANAGEMENT, LLC
209 E. DUKE AVENUE
McALLEN TX, 78504

STATE OF TEXAS
COUNTY OF HIDALGO

ELEAZAR ROJAS, SAJO MANAGEMENT, LLC

BEFORE ME, the undersigned notary public, on this day personally appeared SAJOR INVESTMENTS, L.P. proved to me through her Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016

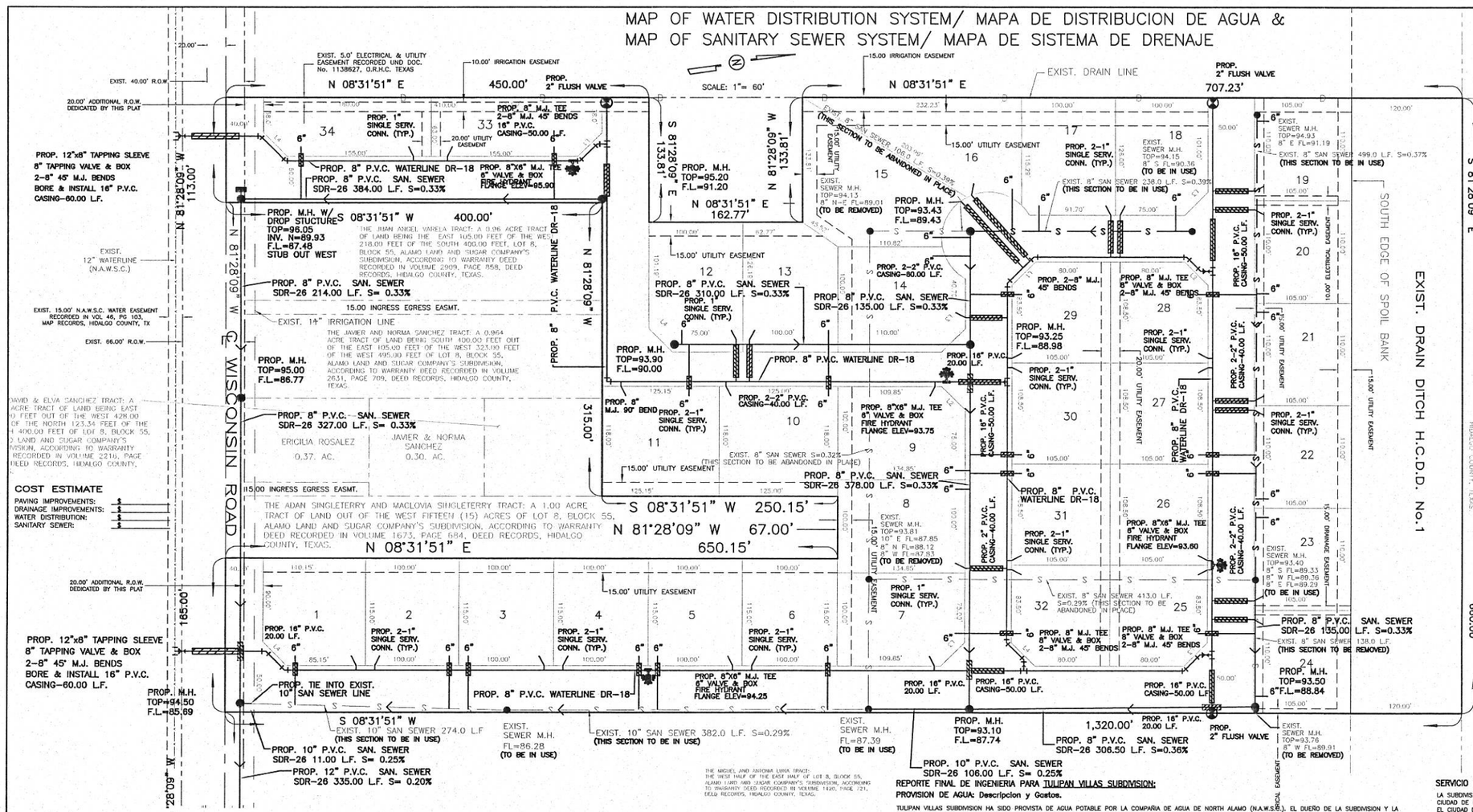
LILIA A. QUINTANILLA– NOTARY PUBLIC

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use,

MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA & MAP OF SANITARY SEWER SYSTEM/ MAPA DE SISTEMA DE DRENAJE

SCALE: 1"= 60'



SUBDIVISION PLAT OF:

TULIPAN VILLAS SUBDIVISION

A 15.607 ACRE TRACT OF LAND OUT OF LOT 8, BLOCK 55, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 24–26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEEDS RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2112405 AND 2114631, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FINAL ENGINEERING REPORT FOR TULIPAN VILLAS SUBDIVISION:

WATER SUPPLY: Description and Costs.

TULIPAN VILLAS SUBDIVISION HAS BEEN PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDE DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 12" DIAMETER WATERLINE RUNNING ALONG THE WEST SIDE OF WISCONSIN ROAD.

THE WATER SYSTEM FOR TULIPAN VILLAS SUBDIVISION CONSIST OF TWO 8" WATERLINE CONNECTS TO THE EXISTING 12" WATERLINE ON WISCONSIN ROAD AND RUNS NORTH ALONG THE WEST SIDE OF STREET 01 AND STREET 02. THE 8" WATERLINE RUNS INSIDE OF THE RIGHT OF WAY OF THE INTERNAL STREETS, ENDING WITH FLUSH VALVES WITH ON THE STREETS ABUTTING WEST.

FROM THE 8" DIAMETER WATERLINE, THERE ARE FOURTY ONE (41) 1" SINGLE SERVICE LINES RUN INTO THE WATER METER BOXES FOR EACH LOT.

THE 8" WATERLINE, THE 1" SINGLE SERVICE LINES, AND THE METER BOXES HAVE BEEN INSTALLED, AT A TOTAL COST OF $ OR $ PER LOT. THE SUBDIVIDER HAS IN ADDITION PAID N.A.W.S.C. THE SUM OF $ OR $ PER LOT, WHICH REPRESENTS THE TOTAL COST OF WATER METERS AND ALL MEMBERSHIPS OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO THE N.A.W.S.C. SYSTEM. THE SUBDIVIDER HAS INSTALLED FOUR (4) FIRE HYDRANTS AT A UNIT COST OF $ FOR A TOTAL COST OF $ THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT

SEWAGE FACILITIES: Description and Costs.

TULIPAN VILLAS SUBDIVISION WILL BE TREATED BY WASTEWATER SERVICE FROM THE CITY OF EDINBURG, THE SUBDIVIDER AND THE CITY OF EDINBURG HAVE ENTERED INTO WASTEWATER CONTRACT IN WHICH THE CITY OF EDINBURG PROMISED TO TREAT WASTE WATER FOR AT LEAST 30 YEARS AND THE CITY OF EDINBURG HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISHED THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WASTE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THE SUBDIVISION.

THE SANITARY SEWER SYSTEM FOR TULIPAN VILLAS SUBDIVISION CONSIST OF A 12" DIAMETER SEWER LINE THAT TIES IN TO THE EXISTING MANHOLE LOCATED ON WATER OAK DRIVE. THE 12" DIAMETER SANITARY SEWER LINE CROSSES WISCONSIN ROAD AND RUNS WEST ALONG THE NORTH SIDE OF WISCONSINE FOR A DISTANCE OF 1312.00 FEET TO A MANHOLE AT THE SOUTHWEST CORNER OF THE SUBDIVISON.

ON THE SOUTHEAST CORNER OF THE SUBDIVISION, AN 8" DIAMETER SANITARY SEWER LINE RUNS NORTH 1,078 FEET ALONG THE EAST SIDE OF STREET 01. THE 8" DIAMETER SANITARY SEWER LINE THEN RUNS 635 FEET WEST ALONG THE NORTH SIDE OF STREE 04, ENDING WITH A MANHOLE LOCATED ON THE SOUTHWEST CORNER OF LOT 22.

ANOTHER 8" DIAMETER SANITARY SEWER LINE 8" DIAMETER SANITARY SEWER LINE ON STREET 01 AND RUNS 512 FEET WEST ALONG THE SOUTH SIDE OF STREET 05. IT TURNS NORTH AND RUNS 237 FEET ALONG THE WEST SIDE OF STREET 02, ENDING WITH A MANHOLE LOCATED ON THE NORTHEAST CORNER OF LOT 21. ANOTHER 8" DIAMETER SANITARY SEWER LINE 8" DIAMETER SANITARY SEWER LINE ON STREET 05 AND RUNS 225 FEET SOUTH ALONG THE WEST SIDE OF STREET 03, ENDING WITH A MANHOLE LOCATED ON THE SOUTHEAST CORNER OF LOT 14.

ANOTHER 8" DIAMETER SANITARY SEWER LINE CONNECTS TO THE 8" SANITARY SEWER LINE ON WISCONSIN ROAD AND RUNS 384 FEET NORTH ENDING WITH A MANHOLE NEAR THE NORTH EAST CORNER OF LOT 40.

THE 8" LINE, 6" SERVICE LINE AND SANITARY SEWER MANHOLES HAVE BEEN INSTALLED, AT A TOTAL COST OF $ OR $ PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID THE CITY OF EDINBURG THE SUM OF $ WHICH COVERS THE $ PER LOT AS STATED IN THE 30 YEAR WASTE WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE SERVICES AND ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO THE CITY OF EDINBURG. THE ENTIRE WASTE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY THE CITY OF EDINBURG AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ WHICH EQUALS TO $ PER LOT.

SEWAGE FACILITIES – THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $ WHICH EQUALS TO $ PER LOT.

STATE OF TEXAS OF TEXAS ALFONSO QUINTANILLA 95534 LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

3-5-13
DATE

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

SUBDIVIDER CERTIFICATION:

1. – BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY THE SELLER AS REQUIRED BY SECTION 7.25.12 OF THE COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1. – I (WE), **ELEAZAR ROJAS, SAJO MANAGEMENT, LLC.**, SUBDIVIDER (S) OF **TULIPAN VILLAS SUBDIVISION** HEREBY CERTIFY SEWER FEES, AS APPLICABLE, HAVE BEEN PAID AND COPIES OF RECEPITS ARE ON FILE WITH THE HIDALGO COUNTY PLANNING DEPARTMENT; THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY SECTION 7.4.1.4. (b) OF THE COUNTY REGULATIONS.

SAJOR INVESTMENTS, L.P.
ELEAZAR ROJAS, SAJO MANAGEMENT, LLC
209 E. DUKE AVENUE
McALLEN TX, 78504

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

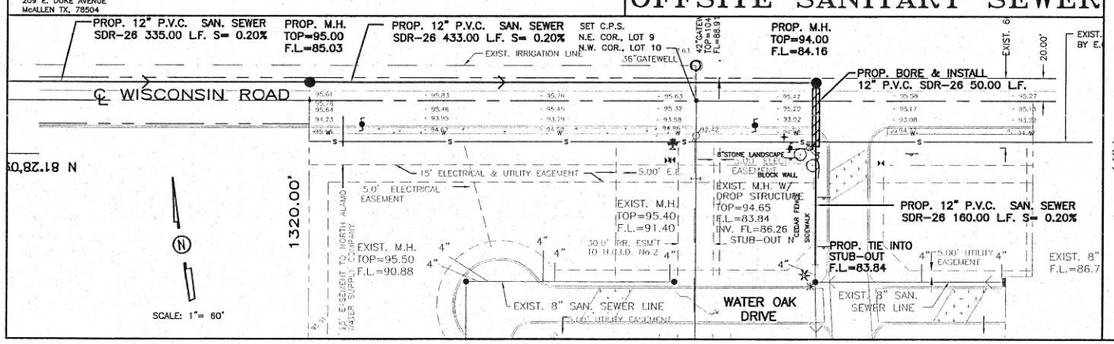
BEFORE ME, the undersigned authority, on this day personally appeared **ELEAZAR ROJAS, SAJO MANAGEMENT, LLC,** known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this _____ day of _____, 20____.

LILIA A. QUINTANILLA Notary Public, State of Texas My Commission Expires July 23, 2016.

LILIA A. QUINTANILLA– NOTARY PUBLIC

OFFSITE SANITARY SEWER



REPORTE FINAL DE INGENIERIA PARA TULIPAN VILLAS SUBDIVISION:

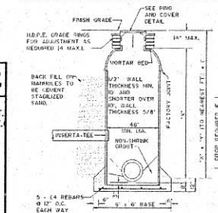
PROVISION DE AGUA: Descripcion y Gastos.

TULIPAN VILLAS SUBDIVISION HA SIDO PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA DE NORTH ALAMO (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑIA DE AGUA N.A.W.S.C. SE HA COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. LA COMPAÑIA DE AGUA N.A.W.S.C. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. CUENTA CON UNA LINEA DE AGUA EXISTENTE DE 12" EN EL LADO OESTE DE LA CALLE WISCONSIN ROAD.

EL SISTEMA DE AGUA PARA TULIPAN VILLAS SUBDIVISION CONSISTE DE DOS LINEAS DE AGUA DE 8" DE DIAMETRO CONNECTA CON LA LINEA DE AGUA EXISTENTE DE 12" EN LA CALLE WISCONSIN ROAD Y CORRE HACIA NORTE POR EL LADO OESTE DE LA CALLE 2. LA LINEA DE AGUA DE 8" DE DIAMETRO CORRE POR DENTRO DEL DERECHO DE PASO DE LAS CALLES INTERNAS, TERMINANDO CON VALVULAS DE DESCARGA EN LAS CALLES DEL LADO OESTE.

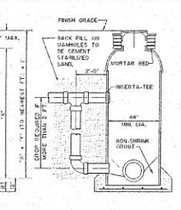
DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN CUARENTA Y UN (41) CONDUCTOS SIMPLES DE AGUA DE 1 PULGADA DE DIÁMETRO QUE SE CONECTAN A LAS CAJAS DE MEDIDORES MECANICOS PARA CADA LOTE.

LA LINE DE 8PULGADAS, LAS LINEAS DE SERVICIO SIMPLES, Y LOS MEDIDORES MECÁNICOS DE AGUA AN SIDO INSTALADOS A UN COSTO TOTAL DE US$ O US$ POR LOTE, EL DUEÑO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A LA COMPAÑIA N.A.W.S.C. US$ O US$ POR LOTE QUE CUBRE EL COSTO DE LA INSTALACION DE CADA MEDIDOR MECANICO, TODOS LOS GASTOS DE MEMBRESIA Y TODOS LOS GASTOS ASOCIADOS CON LA CONECCIONES DE LOS LOTES INDIVIDUALES EN LA SUBDIVISION A LA COMPAÑIA DE N.A.W.S.C. EL DUEÑO DE LA SUBDIVISION HA INSTALADO CUATRO (4) BOCAS DE RIEGO (FIRE HYDRANTS) A UN COSTO DE US$ POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL US$ EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

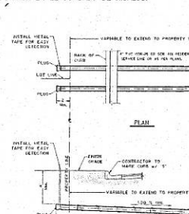


S-3 TYPICAL FIBERGLASS MANHOLE

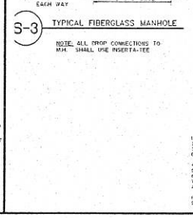
NOTE: ALL DROP CONNECTIONS TO M.H. SHALL USE INSERTA-TEE



TYPICAL FIBERGLASS MANHOLE With DROP STRUCTURE



S-1 TYPICAL RESIDENTIAL SEWER SERVICE LINE INSTALLATION (RESIDENTIAL AND UTILITY ONLY)



SERVICIO DE DRENAJE: Descripcion y Costos.

LA SUBDIVISIÓN TULIPAN VILLAS SUBDIVISION RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO DE EL CIUDAD DE EDINBURG. EL DUEÑO DE LA SUBDIVISIÓN Y EL CIUDAD DE EDINBURG HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO POR LOS PRÓXIMOS 30 AÑOS. EL CIUDAD DE EDINBURG HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE DRENAJE SANITARIO ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION.

EL SISTEMA DE DRENAJE SANITARIO PARA TULIPAN VILLAS SUBDIVISION CONSISTE DE UNA LINEA DE DRENAJE SANITARIO DE 12" DE DIAMETRO QUE SE CONECTA CON UNA ALCANTARILLA DE DRENAJE SANITARIO EXISTENTE LOCALIZADA EN LA CALLE WATER OAD DRIVE. LA LINEA DE DRENAJE SANITARIO DE 12" CRUZA LA CALLE WISCONSIN ROAD Y CORRE HASE AL OESTE POR EL LADO NORTE DE LA CALLE WISCONSIN ROAD CORRIENDO POR UNA DISTANCIA DE 1312.00' TERMINANDO CON UNA ALCANTARILLA LOCALIZADA EN LA ESQUINA SUROESTE DE LA SUBDIVISION.

EN LA ESQUINA SURESTE DE LA SUBDIVISION, UNA LINEA DE DRENAJE SANITARIO DE 8" DE DIAMETRO CORRE HASE AL NORTE POR UNA DISTANCIA DE 1,078.00' POR EL LADO ESTE DE LA CALLE 1. LA LINEA DE DRENAJE SANITARIO DE 8" CORRE POR UNA DISTANCIA DE 635.00' POR EL LADO MORTE DE LA CALLE 4, TERMINANDO CON UNA ALCANTARILLA LOCALIZADA EN LA ESQUINA SUROESTE DEL LOTE 22.

OTRA LINEA DE DRENAJE SANITARIO DE 8" DE DIAMETRO EN LA CALLE 1 CORRE POR UNA DISTANCIA DE 512.00' HASE AL OESTE POR EL LADO SUR DE LA CALLE 5. SE DIRIJE HASE AL NORTE Y CORRE POR UNA DISTANCIA DE 237.00' POR EL LADO OESTE DE LA CALLE 2, TERMINANDO CON UNA ALCANTARILLA LOCALIZADA EN LA ESQUINA NORESTE DEL LOTE 21. OTRA LINEA DE DRENAJE SANITARIO DE 8" DE DIAMETRO EN LA CALLE 5 CORRE POR UNA DISTANCIA DE 225.00' HASE AL SUR POR EL LADO OESTE DE LA CALLE 3, TERMINANDO CON UNA ALCANTARILLA LOCALIZADA EN LA ESQUINA SURESTE DEL LOTE 14.

OTRA LINEA DE DRENAJE SANITARIO DE 8" DE DIAMETRO SE CONECTA A UNA LINEA DE DRENAJE SANITARIO LOCALIZADA EN LA CALLE WISCONSIN ROAD Y CORRE POR UNA DISTANCIA DE 384.00' HASE AL NORTE, TERMINANDO CON UNA ALCANTARILLA LOCALIZADA CERCA DE LA ESQUINA DEL LADO NORTE DEL LOTE 40.

LA LINEA DE 8", LA LINEA DE SERVICIO DE 6" Y LAS ALCANTARILLAS DE DRENAJE SANITARIO HAN SIDO INSTALADAS, HAY UN COSTO TOTAL DE US$ O US$ POR LOTE. EL DUEÑO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A LA CUIDAD DE EDINBURG LA CANTIDAD DE US$ QUE CUBRE LA CANTIDAD DE US$ POR LOTE COMO SE DECLARO EN EL ACUERDO DE 30 AÑOS DE SERVICIO DE AGUA, LA SUMA REPRESENTA EL COSTO TOTAL DE SERVICIOS, LOS CARGOS DE ADQUISICIONES, Y TODOS LOS COSTOS DE MEMBRESIA O OTROS COSTOS ASSOCIADOS CON LA CONECCION DE LOTES INDIVIDUALES EN LA SUBDIVISION PARA LA CIUDAD DE EDINBURG. EL SISTEMA DE DRENAJE HA SIDO APROBADO Y ACEPTADO POR LA CIUDAD DE EDINBURG Y EL SISTEMA DE DRENAJE SANITARIO ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O PARA LA FECHA INDICADA, EN LA CUAL LA SUBDIVISION SERA REGISTRADA EN EL CONDADO DE HIDALGO.

CERTIFICACION

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE US$ O US$ POR LOTE

DRENAJE: SE ESTIMA QUE EL DRENAJE COSTARA UN COSTO TOTAL DE US$ O US$ POR LOTE

STATE OF TEXAS OF TEXAS ALFONSO QUINTANILLA 95534 LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

3-5-13
DATE

STATE OF TEXAS COUNTY OF HIDALGO

FILED FOR RECORD IN HIDALGO COUNTY ARTURO GUAJARDO, JR. HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

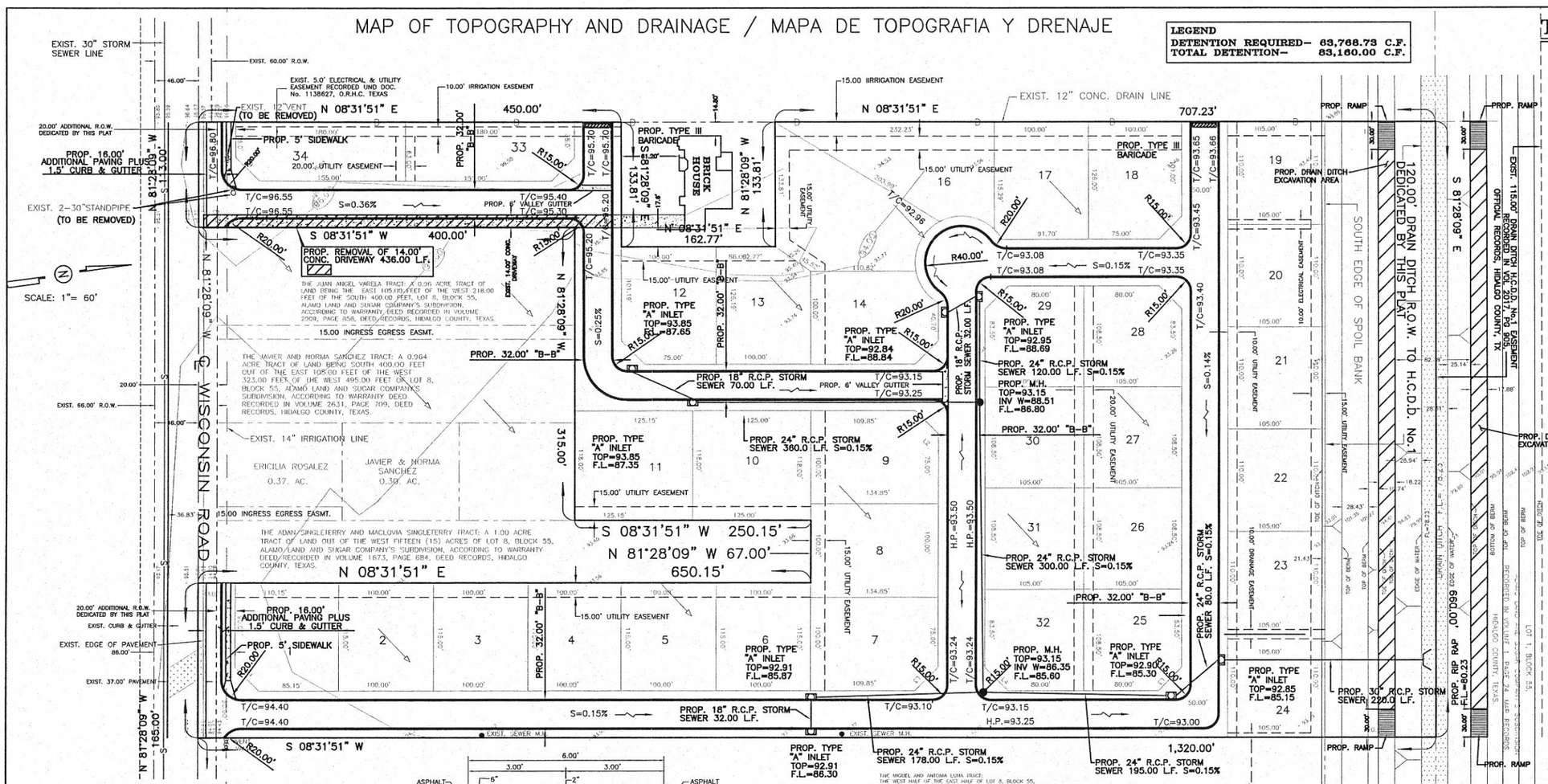
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1315
SURVEYING REGISTRATION NUMBER 100411–00

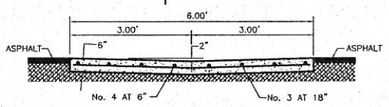
LAND SURVEYORS
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

SHEET NO.	FILENAME: F:\DATA\SUBDIVS\EDINBURG\MANDALAY BAY\SPLAT			
2 OF 3	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	FEB 8, 2012	M.G.		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE

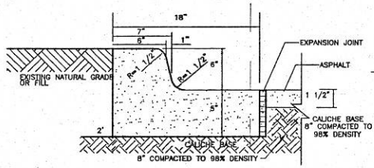
LEGEND
DETENTION REQUIRED– 63,768.73 C.F.
TOTAL DETENTION– 63,160.00 C.F.





CONC. VALLEY GUTTER

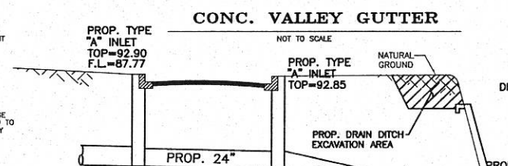
NOT TO SCALE



INTEGRAL CURB & GUTTER

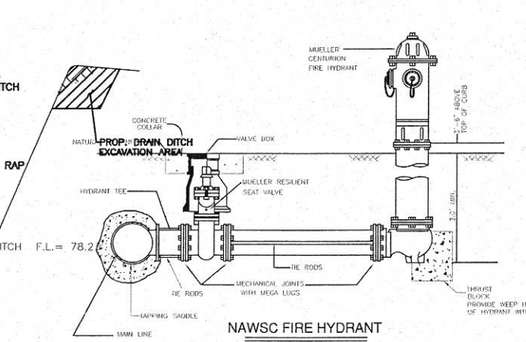
NOTE: TRANSVERSE CONCRETE JOINTS SHALL BE CONSTRUCTED THROUGH BACK OF ALL CURBS

NOT TO SCALE



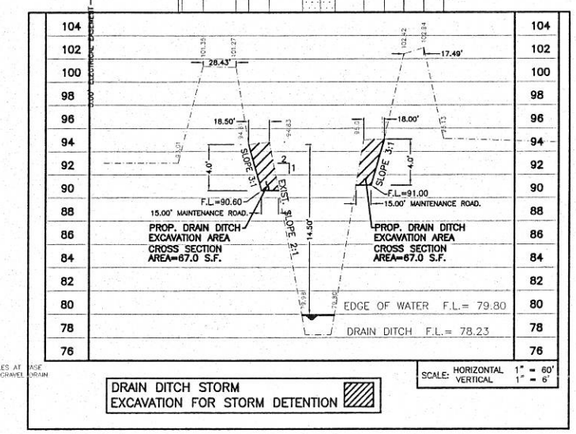
DRAIN DITCH CROSS SECTION

NOT TO SCALE

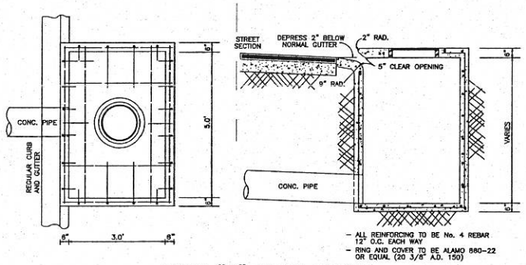


NAWSC FIRE HYDRANT

(NOT TO SCALE)

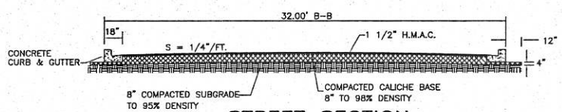


DRAIN DITCH STORM EXCAVATION FOR STORM DETENTION



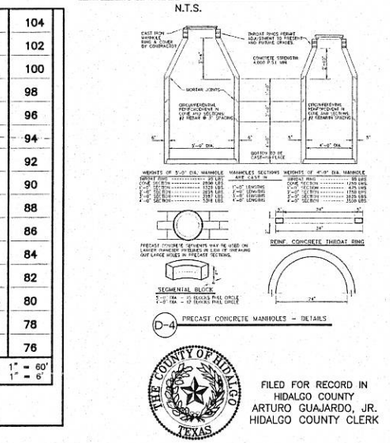
TYPE "A" INLET DETAIL

NOT TO SCALE



STREET SECTION

NOT TO SCALE



RAMP DRIVE SECTION

N.T.S.

TULIPAN VILLAS SUBDIVISION

A 15.607 ACRE TRACT OF LAND OUT OF LOT 8, BLOCK 55, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 24–26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEEDS RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2112405 AND 2114631, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DRAINAGE REPORT
FOR
TULIPAN VILLAS SUBDIVISION

Tulipan Villas Subdivision is a 15.607 acre tract of land out of Lot Eight (8), Block Fifty–five (55), Alamo Land And Sugar Company's Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Pages 24–26, map records, Hidalgo County, Texas and according to general warranty deeds recorded under County Clerk's Document Number 2112405 and 2114631, official records, Hidalgo County, Texas. This subdivision is located on the North side of Wisconsin Road approximately 5,084 feet West of Cesar Chavez Road. The proposed subdivision will consist of 41 multi–family lots.

The tract is Zone "B" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0425 C, dated on November 16, 1982.

This soil is sandy clay loam and clay loam. This soil is well drained. Permeability is moderate. Plasticity index has a range of 0–60. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff. The existing runoff for the proposed subdivision is Q= 5.26 cubic feet per second based on a 10–year storm.

After development the runoff will be Q= 23.82 cubic feet per second for an increase of Q= 18.36 cubic feet per second. Detention will be 63,768.73 cubic feet (1.46 acre feet). Drainage will be detained by excavating the drainage ditch more than the amount required. Street runoff will flow into proposed type "A" inlets that drain into a proposed storm sewer system consisting of 18 inch and 24 inch drain lines. The proposed drain lines will drain into an existing H.C.D.D. No. 1 drain ditch located North of this subdivision.

THE COUNTY DRAINAGE DITCH FLOWS NORTH THEN EAST. THE DRAINAGE DITCH CARRIES WATER EASTWARD WHERE IT E.PTIES INTO LAGUNA MADRE. THE 10 EAR FLOOD IS CONTAINED WITH THE RIGHT–OF–WAY OF THE STREET AND WITHIN THE DRAINAGE SWALES OF THE SUBDIVISION AS SHOWN BELOW. A RESTRICTIVE COVENANT (SET OUT ON SHEET 1 UNDER PLAT NOTES AND RESTRICTIONS) PROHIBITS THE CONSTUCTION OF RESIDENTIAL HOUSING IN ANY AREA OF THE SUBDIVISION THAT IS IN A FLOODPLAIN UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968. AS FURTHER NOTED ON SHEET 1, THE FINISHED FLOOR ELEVATION OF EACH HOUSE IS REQUIRED TO BE AT LEAST 18 INCHES ABOVE THE TOP OF THE AVERAGE HEIGHT OF THE CURB IN FRONT OF THE LOT. THESE MEASURES PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS, AVOID CONCENTRATING RUNOFF ONTO OTHER LOTS, AND COORDINATE INDIVIDUAL LOT DRAINAGE WITH THE GENERAL STROM DRAINAGE PATERN FOR THE AREA. THE MAP BELOW ILLUSTRATES THE FLOW PATTERNS OF THE RUNOFF.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100–YEAR FLOODPLAIN FOR ZONE "B" (AREAS BETWEEN LIMITS OF THE 100–YEAR AND 500–YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100–YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. (MEDIUM SHADING)) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0425 C DATED NOVEMBER 16, 1982

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

3-5-13
DATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F–1315
SURVEYING REGISTRATION NUMBER 100411–00

LAND SURVEYORS
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

COST ESTIMATE

PAVING IMPROVEMENTS:	$
DRAINAGE IMPROVEMENTS:	$
WATER DISTRIBUTION:	$
SANITARY SEWER:	$

SHEET NO.	FILENAME: F:\DATA\SUBDIVS\EDINBURG\MANDALAY BAY\BPLAT			
3 OF 3	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	FEB 12, 2012	M.G.		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 04-02-2013

PROPOSED **RIO RICO NORTH SUBDIVISION** SUBDIVISION, PRECINCT No. **1** .

ENGINEER: **MELDEN & HUNT, INC.** DEVELOPER: **PAUL DANIEC**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **10** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **Between FM 491 and Baseline Rd., approximately ¼ mile North of Mile 4 North Rd.**

SUBDIVISION LIES WITHIN THE:
☐ *The rural area of the County.*
☐ *ETJ of _____ and was approved administratively by said City.*
☒ *ETJ of* **Mercedes** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **11-13-12** PROPERTY LIES WITHIN FLOOD ZONE: **"C"** AS PER FEMA.

DRAINAGE DESIGN: **Detention will be accomplished within the green open ares of each lot.**

DISTANCE TO A DRAIN DITCH: **¼ mile North of proposed subdivision development**

ROAD R.O.W. DEDICATION: **20 feet of FM 491 and 20 feet on Baseline Rd.**

H.C.R.O.W. PRELIMINARYAPPROVAL DATE: **03-07-13** By, **Roy Gonzalez** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **03-06-13** By, **Chardo Ramos**

☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose A. Gonzalez**

SEWER SYSTEM:
☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____
☐ SANITARY SEWER BY: _____ LINE SIZE: ___ LOCATION: _____ .

WATER SERVICE PROVIDER: **Military Hwy. Water Supply Corp** LINE SIZE: **8"** LOCATION: **Baseline Rd & 3" on FM 491**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **03-05-2013** .: By **Martin Ramirez**

☐ **SMALL CONSTRUCTION**
The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

☒ **LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH:
☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS
☐ **A Letter of Credit** *Financial Institution: _____ L.O.C No. _____*
Amount: $_____For: ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: _____, __

STAFF RECOMMENDS:
☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Mercedes** .
☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*
☐ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

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

Subdivision Review Comments for:

RIO RICO ACRES NORTH 2nd review comments

Plat is subject to additional comments from Planning, Office of Environmental Compliance, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.

By: Jose R. Tovar, Engineering Tech III Date: 03-14-2013

1ST SHEET COMMENTS:

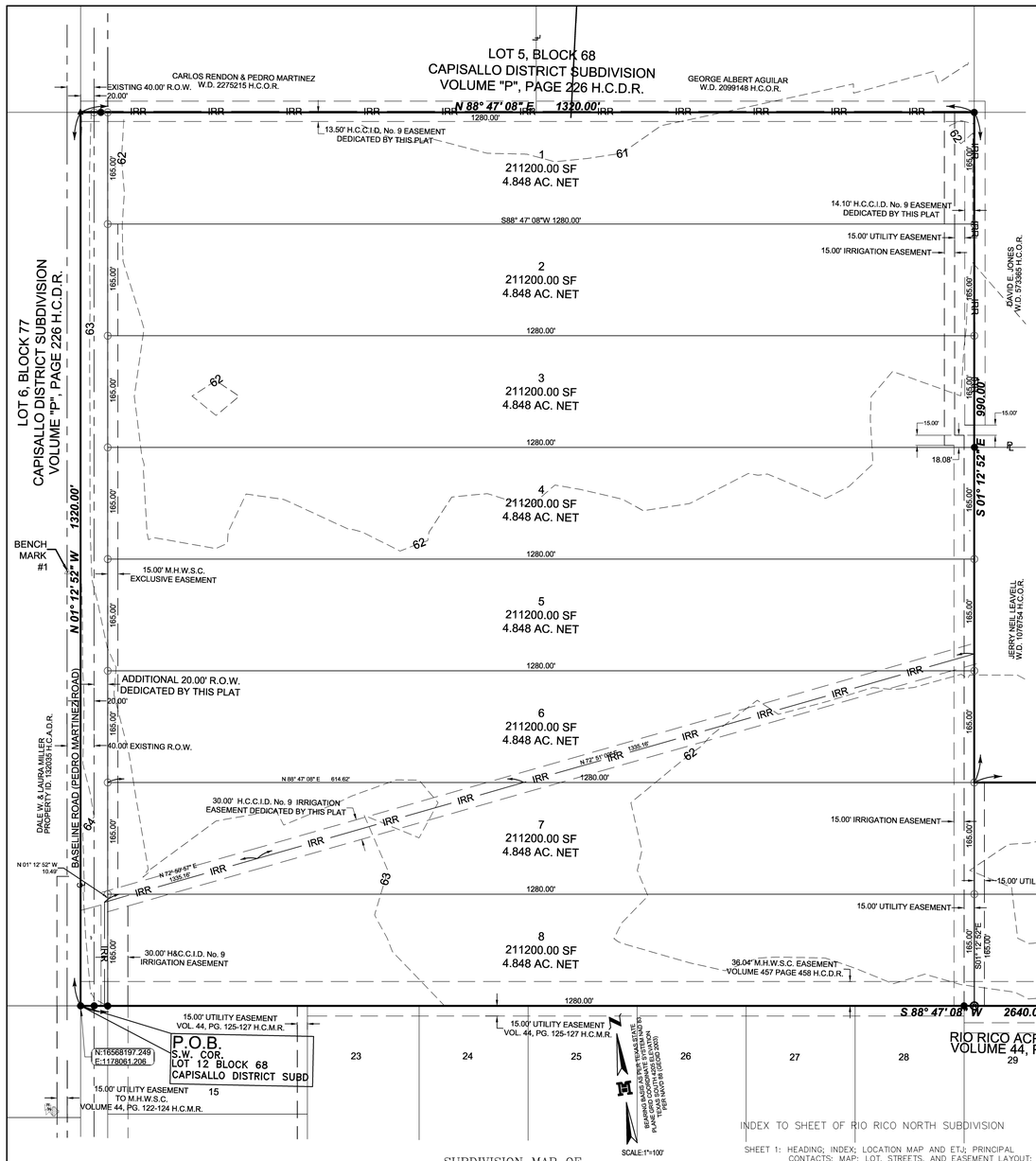
7. A share driveway may be required between lots 9 &10. TxDOT driveway permit and a plat note restriction will be required.

2ND SHEET COMMENTS:

18. Extend MHWSC easement and water line up to the north property line.
28. Label line perpendicular with the north lot line of proposed lot 10. According to the line type, it appears to be an irrigation line. If that's the case, please label line and size. An easement will be required by plat dedicated to the irrigation district if the line remains as shown.
31. Correct the water and OSSF engineering reports. Make sure they coincide with distribution design and all amounts are accurate.

3RD SHEET COMMENTS:

32. Don't show water, fire hydrants, and OSSF on this sheet.
34. As per drainage report statement and approved by HCDD#1; Please provide a separate drainage plan design showing the topography of the existing road side ditches flowing south into an irrigation ditch. Drainage report was approved subject to submittal to our department and further review.



GENERAL PLAT NOTES & RESTRICTIONS:
HIDALGO COUNTY GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "C" AREA OF MINIMUM FLOODING. FLOOD PLAIN COMMUNITY–PANEL NO. 480334 0525 B EFFECTIVE DATE: JANUARY 02, 1981.

ZONE "C" COMMUNITY–PANEL NO. 480334 0525 B EFFECTIVE DATE: JANUARY 02, 1981.
THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT–OF–WAY ARE WITHIN THE 100–YEAR FLOOD PLAIN.
COMMUNITY–PANEL NO. 480334 0525 D EFFECTIVE DATE: JANUARY 02, 1981 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100–YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
FRONT: 50.00 FEET.
REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 10.00 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. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
–>B.M. NO. 1–ELEV. 63.44 N.G.V.D. 29 DESCRIPTIONS: COTTON PICKER SPINDLE SET ON A POWER POLE ALONG THE WEST SIDE OF BASELINE ROAD APPROXIMATELY 640.00 FEET NORTH FROM THE SOUTHWEST CORNER OF THIS SUBDIVISION.
–>B.M. NO. 2–ELEV. 91.90 N.G.V.D. 29 DESCRIPTIONS: ALUMINUM DISK SET IN CONCRETE ALONG THE WEST RIGHT–OF–WAY OF F.M. 491 APPROXIMATELY 40 FEET NORTH AND 3 FEET EAST OF THE SOUTHEAST CORNER OF LOT 9 OF THIS SUBDIVISION.

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 89,030 CUBIC–FEET 2.04 ACRE–FEET) OF STORM WATER RUNOFF. DRAINAGE RUNOFF IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 FOR RUNOFF IMPROVEMENTS.)

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

9. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

10. AN OFF–STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

11. ON–SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

12. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

13. PAUL DANIEC , THE OWNER & SUBDIVIDER OF RIO RICO NORTH 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.

14. TxDOT DRIVEWAY/ENTRANCE PERMIT IS REQUIRED FOR LOTS 9 & 10 PRIOR TO THE CONSTRUCTION OF A DRIVEWAY/ENTRANCE ON TO RIO RICO (FM 491). TxDOT ACCESS PERMIT IS REQUIRED PRIOR TO THE COUNTY ISSUING A DEVELOPMENT APPLICATION PERMIT.

15. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF RIO RICO NORTH SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ , _____

_____ DATE _____
HIDALGO COUNTY JUDGE

ATTEST: _____ DATE _____
HIDALGO COUNTY CLERK

CITY OF MERCEDES
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(B)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF RIO RICO NORTH SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MERCEDES ON _____ _____

_____ _____
MAYOR OF THE CITY MERCEDES DATE

ATTEST: _____ _____
SECRETARY OF THE CITY OF MERCEDES DATE

CITY OF MERCEDES
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(B)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF RIO RICO NORTH SUBDIVISION WAS REVIEWED AND APPROVED BY THE PLANNING AND ZONING COMMISSION OF MERCEDES _____ ON _____

_____ _____
P&Z CHAIRMAN OF THE CITY OF MERCEDES DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RIO RICO NORTH SUBDIVISION , WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT–OF–WAY DEPARTMENT

ON THIS THE _____ DAY OF _____ 20____.

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RIO RICO NORTH SUBDIVISION , WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON THIS THE _____ DAY OF _____ 20____.

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE, BENCHMARK FARMS AND RANCHES, INC., AS OWNER OF THE 50.000 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED RIO RICO NORTH SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 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.

_____ _____
BENCHMARK FARMS AND RANCHES, INC., A TEXAS CORPORATION DATE:

PAUL DANIEC, PRESIDENT
24165 IH–10W, SUITE 217–610
San Antonio, Tx 78257

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED PAUL DANIEC
PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF_____ ,2013 .

_____
NOTARY PUBLIC, STATE OF, TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR AND LICENSED PROFESSIONAL ENGINEER IN TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE THE RIO RICO NORTH SUBDIVISION
WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON AUG. 09, 2012 AND THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION.

_____
FRED L. KURTH, PE # 54151 RPLS # 4750
DATE SURVEYED: AUGUST 09, 2012
DATE PREPARED: AUGUST 13, 2012
I– 937 PG. 63–66 JOB No. 12094. 00
SURVEY JOB No. 12094. 08
MELDEN & HUNT, INC.
TEXAS REGISTRATION F–1435

STATE OF TEXAS REGISTERED FRED L. KURTH 4750 PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS REGISTERED FRED L. KURTH 54151 LICENSED PROFESSIONAL ENGINEER

CERTIFICATION OF HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

THIS PLAT " RIO RICO NORTH SUBDIVISION " HAS BEEN SUBMITTED TO AND CONSIDERED BY HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT NO. 9 AND WAS APPROVED BY SUCH DISTRICT SUBJECT TO:

1. THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.

2. IT IS UNDERSTOOD THE OWNERS WILL BE MADE AWARE OF ALL OF THE DISTRICT'S PIPELINES, DRAINS, CANALS, EASEMENTS, ETC. THAT EXIST WITHIN THEIR PROPERTY.

DATED THIS _____DAY OF _____ , 20___.

BY: _____
GENERAL MANAGER

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

_____

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

DOCUMENT NUMBER _____

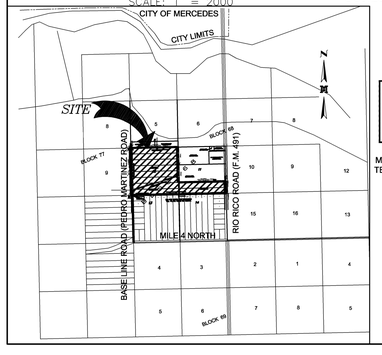
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

SUBDIVISION MAP OF
RIO RICO NORTH SUBDIVISION

BEING A RESUBDIVISION OF 50.000 ACRES
CONSISTING OF THE SOUTH 10.000 ACRES OF LOT 11 &
ALL OF LOT 12, BLOCK 68 OUT OF
CAPISALLO DISTRICT SUBDIVISION
VOLUME "P", PAGE 226, H.C.D.R.
HIDALGO COUNTY, TEXAS.

LOCATION MAP
SCALE: 1" = 2000'



DRAWN BY:	CIRO H.,	DATE:	
IRRIGATION, CHECKED		DATE:	
SURVEYED, CHECKED		DATE:	
FINAL CHECK		DATE:	

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
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115 W. McINTYRE OFF: (956) 381–0981
EDINBURG, TX. 78541 FAX: (956) 381–1839
227 N. F.M. 3167 OFF: (956) 487–8256
RIO GRANDE CITY, TX. 78582 FAX: (956) 488–8591
E–MAIL: www.meldenandhunt.com ESTABLISHED 1947

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

RIO RICO NORTH SUBDIVISION IS LOCATED IN THE SOUTHEAST PART OF HIDALGO COUNTY ON THE WEST SIDE OF RIO RICO ROAD (F.M. 491), APPROXIMATELY 1320 FEET NORTH OF ITS INTERSECTION WITH RIO RICO ROAD (F.M. 491) AND MILE 4 NORTH. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MERCEDES, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY MERCEDES (POPULATION 15,570), RIO RICO NORTH SUBDIVISION LIES APPROXIMATELY 0.50 MILES FROM THE CITY LIMITS (AND IS WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND 42.021.
THIS SUBDIVISION FALLS WITHIN PRECINCT 1.

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
	"BENCHMARK FARMS AND RANCHES, INC."				
OWNER:	PAUL DANIEC	P.O. BOX 201943	SAN ANTONIO, TX 78220	(956) 867–4964	(210)648–3699
ENGINEER:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381–0981	(956) 381–1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381–0981	(956) 381–1839

INDEX TO SHEET OF RIO RICO NORTH SUBDIVISION

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP: LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; ENGINEERING CERTIFICATION CITY; APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES, IRRIGATION DISTRICT; H.C.D.D. No. 1., HIDALGO COUNTY RIGHT OF WAY DEPARTMENT CERTIFICATE, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER / OSSF AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION);

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE SWALES REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS.

L E G E N D

- FOUND. No.4 REBAR
- FOUND. No.5 REBAR
- FOUND. COTTON PICKER SPINDLE
- SET BENCHMARK
- SET No.4 REBAR W/PLASTIC CAP STAMPED MELDEN & HUNT
- SET C.P.S.
- IRRIGATION OUTLET
- IRRIGATION VALVE
- 12" IRRIGATION STAND PIPE
- 30" IRRIGATION STAND PIPE
- 36" IRRIGATION STAND PIPE
- 42" IRRIGATION STAND PIPE
- IRR ——IRRIGATION LINE

R.O.W. - RIGHT OF WAY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
H.C.C.I.D.9.- HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT No. 9
M.H.W.S.C.- MILITARY HIGHWAY WATER SUPPLY COMPANY
N.E.- NORTHEAST CORNER
S.W.- SOUTHWEST CORNER
W.D.- WARRANTY DEED
P.O.B.- POINT-OF-BEGINNING
L - LOT LINE

DESCRIPTION OF RIO RICO NORTH SUBDIVISION

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 50.0 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING ALL OF LOT 12 AND A PART OR PORTION OF LOT 11, BLOCK 68, CAPISALLO DISTRICT SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME "P", PAGE 226, HIDALGO COUNTY MAP RECORDS, SAID 50.0 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NO. 4 REBAR FOUND [NORTHING: 16568197.249, EASTING: 1178061.206] AT THE SOUTHWEST CORNER OF SAID LOT 12 AND THE NORTHWEST CORNER OF RIO RICO EAST SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 44, PAGE 125, HIDALGO COUNTY MAP RECORDS, FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, N 01° 12'52"W ALONG THE WEST LINE OF SAID LOT 12 AND WITHIN THE RIGHT–OF–WAY OF BASELINE ROAD, A DISTANCE OF 1320.0 FEET TO A COTTON PICKER SPINDLE FOUND AT THE NORTHWEST CORNER OF SAID LOT 12, FOR THE NORTHWEST CORNER OF THIS TRACT;

2. THENCE, N 88° 47'08"E AT A DISTANCE OF 30.0 FEET PAS A NO. 4 REBAR FOUND FOR THE EAST RIGHT–OF–WAY LINE OF BASELINE ROAD, CONTINUING A TOTAL DISTANCE OF 1320.00 FEET TO A NO. 4 REBAR FOUND AT THE NORTHEAST CORNER OF SAID LOT 12 FOR THE NORTHEAST CORNER OF THIS TRACT;

3. THENCE, S 01° 12'52"E ALONG THE WEST LINE OF SAID LOT 11 AND EAST LINE OF SAID LOT 12 A DISTANCE OF 990.00 FEET TO A NO. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;

4. THENCE, N 88° 47'08"E AT A DISTANCE OF 1,280 FEET PASS A NO. 4 REBAR SET FOR THE WEST RIGHT–OF–WAY LINE OF F.M. 491, CONTINUING A TOTAL DISTANCE OF 1320.00 FEET TO THE NORTHERNMOST SOUTHEAST CORNER OF THIS TRACT;

5. THENCE, S 01° 12'52"E ALONG THE EAST LINE OF SAID LOT 11 AND WITHIN THE RIGHT–OF–WAY OF F.M. 491, A DISTANCE OF 330 FEET TO THE SOUTHEAST CORNER OF LOT 11 FOR THE SOUTHERNMOST SOUTHEAST CORNER OF THIS TRACT;

6. THENCE, S 88° 47'08"W ALONG THE SOUTH LINES OF LOT 11 AND 12 AND THE NORTH LINE OF SAID RIO RICO EAST SUBDIVISION, AT A DISTANCE OF 40.00 FEET PASS A NO. 4 REBAR FOUND [NORTHING:16568252.355, EASTING: 1180660.622] FOR THE EXISTING WEST RIGHT–OF–WAY LINE OF F.M. 491, AT A DISTANCE OF 60.00 FEET PASS A NO. 4 REBAR FOUND, AT A DISTANCE OF 1,320.00 FEET PASS THE WEST LINE OF LOT 11 AND THE EAST LINE OF LOT 12, AT A DISTANCE OF 2,600 FEET PASS A NO. 4 REBAR FOUND FOR THE EAST RIGHT–OF–WAY LINE OF BASELINE ROAD, AT A DISTANCE OF 2,620 FEET PASS A NO. 4 REBAR FOUND IN LINE, CONTINUING A TOTAL DISTANCE OF 2,640 FEET TO THE POINT OF BEGINNING, AND CONTAINING 50.0 ACRES, OF WHICH 1.212 ACRES LIE WITHIN THE RIGHT–OF–WAY OF BASELINE ROAD, 0.303 OF ONE ACRE LIES WITHIN THE RIGHT–OF–WAY OF F.M.491, 0.152 OF ONE ACRE LIES WITHIN THE FUTURE THOROUGHFARE OF F.M. 491, LEAVING A NET OF 48.333 ACRES OF LAND, MORE OR LESS.

SHEET 1 OF 1 SHEETS

Y:\Land Development\Residential\Mercedes\12094 - Rio Rico North\12094.00 - Plat Development\AutoCad Files\DWG\Plat SAC TRACT.dwg, 3/5/2013 3:02:50 PM, KIP 7900.pc3

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA

ENGINEERING REPORT FOR RIO RICO NORTH SUBDIVISION
BY: FRED L. KURTH
WATER SUPPLY: DESCRIPTION, COSTS, AND OPERABILITY DATE

RIO RICO NORTH SUBDIVISION WILL BE PROVIDED WITH MILITARY HIGHWAY WATER SUPPLY CORPORATION (M.H.W.S.C.). THE SUBDIVIDER AND M.H.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH M.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND M.H.W.S.C HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

M.H.W.S.C. HAS AN EXISTING 3" DIAMETER WATER LINE RUNNING ALONG THE WEST SIDE OF THE RIGHT-OF-WAY OF F.M. 491 (RIO RICO ROAD) AND AN EXISTING 8" DIAMETER WATER LINE RUNNING ALONG THE WEST SIDE OF THE RIGHT-OF-WAY OF BASELINE ROAD (PERDO MARTINEZ ROAD). THE WATER SYSTEM FOR RIO RICO ACRES NORTH CONSISTS OF AN 8" DIAMETER WATER LINE THAT CONNECTS TO THE EXISTING 8" LINE APPROXIMATELY 150 FEET SOUTH OF THIS SUBDIVISION ON BASELINE ROAD. THIS 8" LINE THEN RUNS NORTH ALONG THE WEST SIDE OF BASELINE ROAD RIGHT-OF-WAY ENDING WITH A FLUSH VALVE ACROSS THE STREET FROM THE NORTH WEST CORNER OF LOT 1. ANOTHER 8" LINE RUNS NORTH ALONG THE WEST SIDE OF F.M. 491 RIGHT-OF-WAY CONNECTING TO THE EXISTING 8" LINE APPROXIMATELY 450.00 FEET SOUTH OF THIS SUBDIVISION ENDING AT THE SOUTHEAST CORNER OF LOT 9.

WATER DISTRIBUTION FOR THE RIO RICO NORTH CONSISTS OF FOUR -1" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO ¾" DIAMETER SERVICE LINES AND TWO -¾" DIAMETER SINGLE SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE 8" LINE, THE DUAL SERVICES AND ¾" SINGLE SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $43,680.00, OR $1,368.00 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID M.H.W.S.C. THE SUM OF $8,966.20, WHICH COVERS THE $896.62 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO M.W.S.C. UPON REQUEST BY THE LOT OWNER, M.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED 3 FIRE HYDRANTS AT A UNIT COST OF $1,500.00 FOR A TOTAL COST OF $4,500.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY M.H.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT

SEWAGE FACILITIES DESCRIPTION; COST AND OPERABILITY DATES:

SEWAGE FROM RIO RICO NORTH SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

SOIL EVALUATION REPORT:

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A HARLINGEN CLAY SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE PROPOSED DISPOSAL AREA. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM HARLINGEN CLAY EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUND WATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS 1,500.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSFS HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $15,000.000. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON XX-XX-2013

ENGINEER CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE WATER AND THE UNCONSTRUCTED ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 52,646.20 WHICH EQUALS TO $ 5,264.62 PER LOT.

SEWAGE FACILITIES – SEPTIC SYSTEM IS ESTIMATED TO COST $1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $15,000,000 FOR THE ENTIRE SUBDIVISION.

_____ _____
ENGINEER'S SIGNATURE DATE

REPORTE DE INGENIERIA DE RIO RICO NORTH SUBDIVISION
POR: FRED L. KURTH
ABASTECIMIENTO DE AGUA: DESCRIPCION, COSTOS Y FECHA DE OPERABILIDAD

LA SUBDIVISIÓN RIO RICO NORTH SUBDIVISION RECIBIRÁ SU PROVISIÓN DE AGUA DE MILITARY HIGHWAY WATER SUPPLY CORPORATION (LA COMPAÑÍA DE AGUA (M.H.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y M.H.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. M.H.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION.

EL SISTEMA DE PROVISIÓN DE AGUA PARA LA SUBDIVISIÓN RIO RICO NORTH CONSISTE DE UN CONDUCTO DE AGUA DE 3 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO OESTE DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA F.M. 491 (RIO RICO ROAD). TAMBIÉN CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO OESTE DEL DERECHO DE VÍA DE LA CARRETERA BASELINE ROAD (PEDRO MARTINEZ ROAD). EL SISTEMA DE PROVISIÓN DE AGUA DE LA SUBDIVISIÓN RIO RICO ACRES NORTH CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE SE CONECTA CON EL CONDUCTO DE AGUA EXISTENTE DE 8 PULGADAS APROXIMAMENTE 150.00 PIES DEL SUR DE ESTA SUBDIVISION. ESTA LÍNEA DE 8 PULGADAS CUAL SIGUE HACIA EL NORTE POR EL LADO OESTE DE LA CALLE BASELINE ROAD, TERMINARA CON UNA VÁLVULA DE PRESIÓN DE 2 PULGADAS DE DIÁMETRO LOCALIZADA AL CRUSAR LA CALLE DEL LADO SUROESTE DE LOTE 1. OTRO CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO CONTINUA CORRIENDO AL NORTE POR EL LADO OESTE DE LA CALLE F.M. 491 CONECTÁNDOSE CON LA LÍNEA DE AGUA EXISTENTE DE 8 PULGADAS DE DIÁMETRO LOCALIZADA 450.00 PIES AL SUR DE ESTA SUBDIVISION TERMINADO EN EL LADO SURESATE DE LOTE 9.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN QUATRO DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE ¾ DE LOTE 9. DOS CONDUCTOS INDIVIDUALES DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE YA SE HAN INSTALADO LOS CONDUCTOS DE AGUA DE 8 PULGADAS DE DIÁMETRO. LOS DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, EL CONDUCTO DE ¾ DE PULGADA DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE $ 43,680.00 O $ 1,368.00 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA M.W.S.C. $ 8,966.20, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $ 896.62. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA M.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO 3 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 1,500.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL $ 4,500.00. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN:

SE INSTALARA UNA FOSA SÉPTICA EN CADA SOLAR. ESTA FOSA SETICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO AUTOR DE ESTE DOCUMENTO HA EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA FOSAS SÉPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGÚN EL REPORTE.

CADA LOTE EN LA SUBDIVISIÓN MIDE MEDIO ACRE. SE HICIERON DOS ES EXCAVACIONES DE EVALUACIÓN EN LUGARES OPUESTOS EN LA SUBDIVISIÓN (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME (VARO HARLINGEN) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA ÁREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON $1,500.00 DÓLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL A UN COSTO TOTAL DE $ 15,000.00. EL DEPARTAMENTO DE ALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE (FECHA DE INSPECCIÓN).

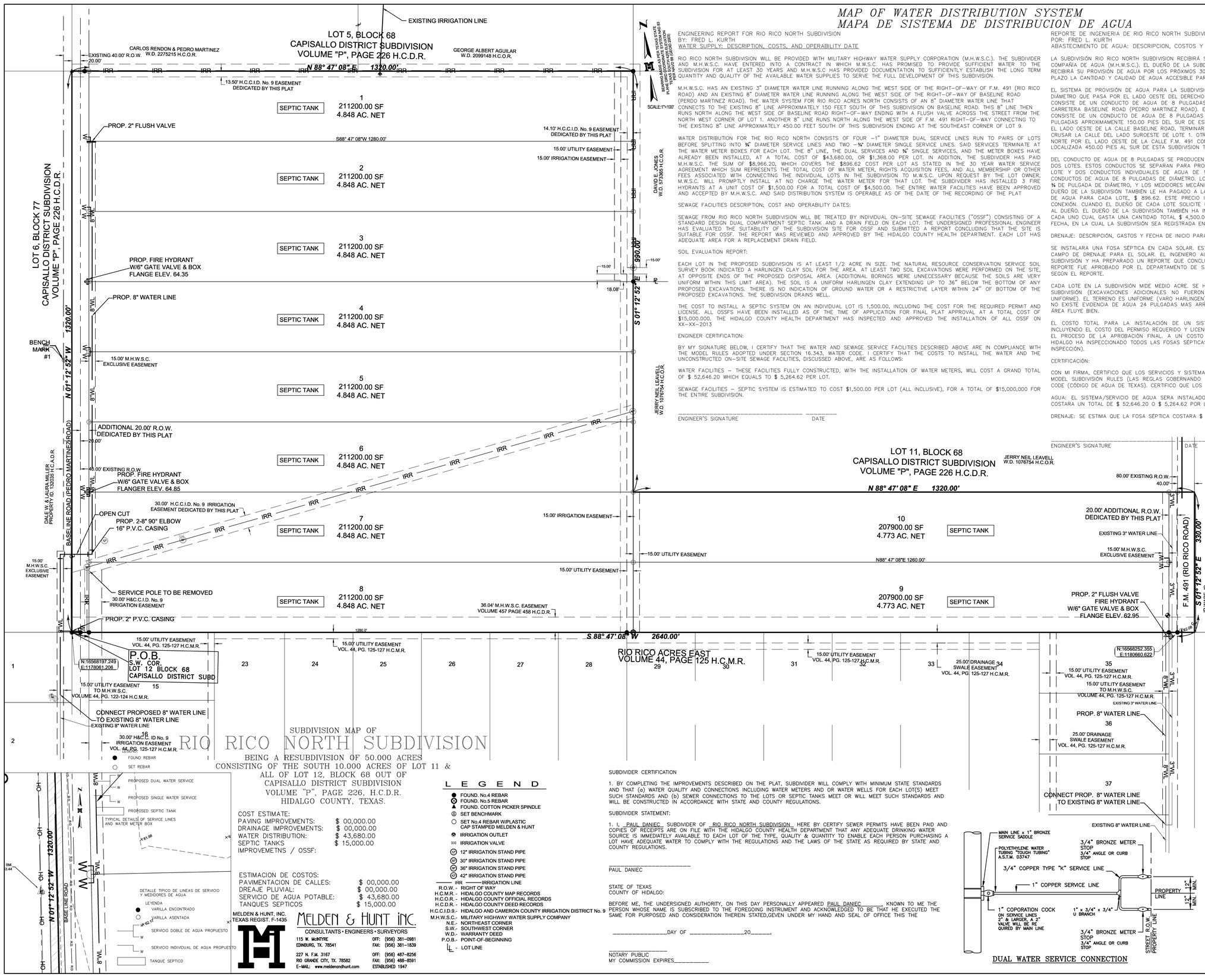
CERTIFICACIÓN:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE $ 52,646.20 O $ 5,264.62 POR LOTE

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $ 1,500.00 A UN COSTO TOTAL DE $ 15,000.00 TODA LA SUBDIVISIÓN.

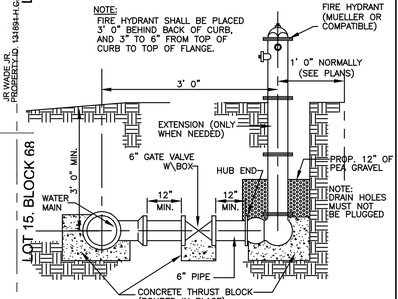
_____ _____
ENGINEER'S SIGNATURE DATE



MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

NOTE:
FIRE HYDRANT SHALL BE PLACED 3' 0" BEHIND BACK OF CURB, AND 3" TO 6" FROM TOP OF CURB TO TOP OF FLANGE.

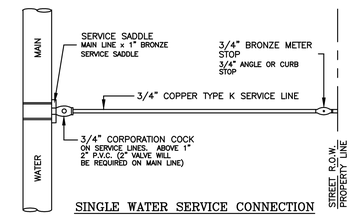


NOTE:

SECTION

1. LINE TEE TO BE PAID FOR WITH ALL OTHER FITTINGS; VALVES, & PIPE TO BE INCLUDED WITH FIRE HYDRANT
2. FIRE HYDRANT NEED 18' OF GRAVEL FROM DRAIN, CEMENT ON ALL WATER VALVE BOXES.

DUAL WATER SERVICE CONNECTION



SINGLE WATER SERVICE CONNECTION

SUBDIVISION MAP OF

RIO RICO NORTH SUBDIVISION

BEING A RESUBDIVISION OF 50.000 ACRES
CONSISTING OF THE SOUTH 10.000 ACRES OF LOT 11 &
ALL OF LOT 12, BLOCK 68 OUT OF
CAPISALLO DISTRICT SUBDIVISION
VOLUME "P", PAGE 226, H.C.D.R.
HIDALGO COUNTY, TEXAS.

COST ESTIMATE:

PAVING IMPROVEMENTS:	$ 00,000.00
DRAINAGE IMPROVEMENTS:	$ 00,000.00
WATER DISTRIBUTION:	$ 43,680.00
SEPTIC TANKS	$ 15,000.00
IMPROVEMETNS / OSSF:	

ESTIMACION DE COSTOS:

PAVIMENTACION DE CALLES:	$ 00,000.00
DREAJE PLUVIAL:	$ 00,000.00
SERVICIO DE AGUA POTABLE:	$ 43,680.00
TANQUES SEPTICOS	$ 15,000.00

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

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RIO GRANDE CITY, TX. 78582 — FAX: (956) 488-8591
E-MAIL: www.meldenandhunt.com — ESTABLISHED 1947

L E G E N D

- FOUND. No.4 REBAR
- FOUND. No.5 REBAR
- FOUND. COTTON PICKER SPINDLE
- SET BENCHMARK
- SET No.4 REBAR W/PLASTIC CAP STAMPED MELDEN & HUNT
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- 12" IRRIGATION STAND PIPE
- 30" IRRIGATION STAND PIPE
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H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
H.C.C.I.D.9.- HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT No. 9
M.H.W.S.C.- MILITARY HIGHWAY WATER SUPPLY COMPANY
N.E.- NORTHEAST CORNER
S.W.- SOUTHWEST CORNER
W.D.- WARRANTY DEED
P.O.B.- POINT-OF-BEGINNING
L - LOT LINE

SUBDIVIDER CERTIFICATION

1. BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS AND OR WATER WELLS FOR EACH LOT(S) MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1. I, PAUL DANIEC, SUBDIVIDER OF RIO RICO NORTH SUBDIVISION HERE BY CERTIFY SEWER PERMITS HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

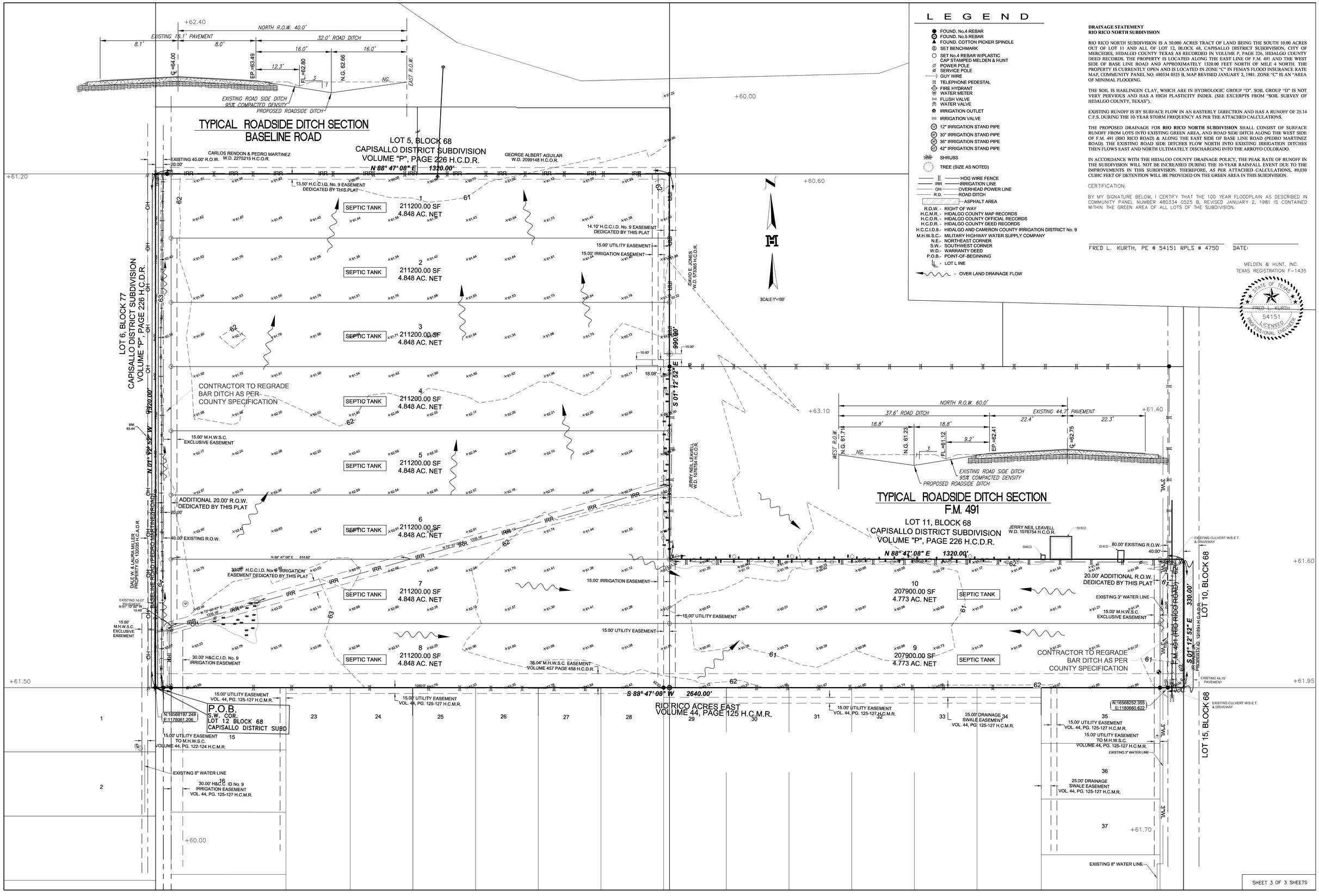
_____
PAUL DANIEC

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED PAUL DANIEC KNOWN TO ME THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO BE THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED,GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE

_____DAY OF _____20_____.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____



LEGEND

- FOUND. No.4 REBAR
- FOUND. No.5 REBAR
- FOUND. COTTON PICKER SPINDLE
- SET BENCHMARK
- SET No.4 REBAR W/PLASTIC CAP STAMPED MELDEN & HUNT
- POWER POLE
- SERVICE POLE
- GUY WIRE
- TELEPHONE PEDESTAL
- FIRE HYDRANT
- WATER METER
- FLUSH VALVE
- WATER VALVE
- IRRIGATION OUTLET
- IRRIGATION VALVE
- 12" IRRIGATION STAND PIPE
- 30" IRRIGATION STAND PIPE
- 36" IRRIGATION STAND PIPE
- 42" IRRIGATION STAND PIPE
- SHRUBS
- TREE (SIZE AS NOTED)
- HOG WIRE FENCE
- IRR — IRRIGATION LINE
- OH — OVERHEAD POWER LINE
- R.D. — ROAD DITCH
- ASPHALT AREA

R.O.W. - RIGHT OF WAY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
H.C.C.I.D.9.- HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT No. 9
M.H.W.S.C.- MILITARY HIGHWAY WATER SUPPLY COMPANY
N.E.- NORTHEAST CORNER
S.W.- SOUTHWEST CORNER
W.D.- WARRANTY DEED
P.O.B.- POINT-OF-BEGINNING
L - LOT L INE
- OVER LAND DRAINAGE FLOW

DRAINAGE STATEMENT
RIO RICO NORTH SUBDIVISION

RIO RICO NORTH SUBDIVISION IS A 50.000 ACRES TRACT OF LAND BEING THE SOUTH 10.00 ACRES OUT OF LOT 11 AND ALL OF LOT 12, BLOCK 68, CAPISALLO DISTRICT SUBDIVISION, CITY OF MERCEDES, HIDALGO COUNTY TEXAS AS RECORDED IN VOLUME P, PAGE 226, HIDALGO COUNTY DEED RECORDS. THE PROPERTY IS LOCATED ALONG THE EAST LINE OF F.M. 491 AND THE WEST SIDE OF BASE LINE ROAD AND APPROXIMATELY 1320.00 FEET NORTH OF MILE 4 NORTH. THE PROPERTY IS CURRENTLY OPEN AND IS LOCATED IN ZONE "C" IN FEMA'S FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480334 0525 B, MAP REVISED JANUARY 2, 1981. ZONE "C" IS AN "AREA OF MINIMAL FLOODING.

THE SOIL IS HARLINGEN CLAY, WHICH ARE IN HYDROLOGIC GROUP "D". SOIL GROUP "D" IS NOT VERY PERVIOUS AND HAS A HIGH PLASTICITY INDEX. (SEE EXCERPTS FROM "SOIL SURVEY OF HIDALGO COUNTY, TEXAS").

EXISTING RUNOFF IS BY SURFACE FLOW IN AN EASTERLY DIRECTION AND HAS A RUNOFF OF 25.14 C.F.S. DURING THE 10-YEAR STORM FREQUENCY AS PER THE ATTACHED CALCULATIONS.

THE PROPOSED DRAINAGE FOR **RIO RICO NORTH SUBDIVISION** SHALL CONSIST OF SURFACE RUNOFF FROM LOTS INTO EXISTING GREEN AREA, AND ROAD SIDE DITCH ALONG THE WEST SIDE OF F.M. 491 (RIO RICO ROAD) & ALONG THE EAST SIDE OF BASE LINE ROAD (PEDRO MARTINEZ ROAD). THE EXISTING ROAD SIDE DITCHES FLOW NORTH INTO EXISTING IRRIGATION DITCHES THEN FLOWS EAST AND NORTH ULTIMATELY DISCHARGING INTO THE ARROYO COLORADO.

IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE POLICY, THE PEAK RATE OF RUNOFF IN THE SUBDIVISION WILL NOT BE INCREASED DURING THE 10-YEAR RAINFALL EVENT DUE TO THE IMPROVEMENTS IN THIS SUBDIVISION. THEREFORE, AS PER ATTACHED CALCULATIONS, 89,030 CUBIC FEET OF DETENTION WILL BE PROVIDED ON THE GREEN AREA IN THIS SUBDIVISION.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100 YEAR FLOODPLAIN AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0525 B, REVISED JANUARY 2, 1981 IS CONTAINED WITHIN THE GREEN AREA OF ALL LOTS OF THE SUBDIVISION.

FRED L. KURTH, PE # 54151 RPLS # 4750 DATE:

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

SHEET 3 OF 3 SHEETS

Y:\Land Development\Residential\Mercedes\12094 - Rio Rico North\12094.00 - Plat Development\AutoCad Files\DWG\Plat SAC TRACT.dwg, 3/5/2013 2:49:52 PM, KIP 7900.pc3

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 04-02-2013

PROPOSED **RANCHO SARITA SUBDIVISION** SUBDIVISION, PRECINCT No. **3** .

ENGINEER: **ARTURO GARCIA ENGINEERING** DEVELOPER: **CESAR FLORES**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **2** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **West of Moorefield Rd. approximately ½ mile North of Mile 5 North Rd.**

☐ *The rural area of the County.*

SUBDIVISION LIES WITHIN THE: ☒ *ETJ of* **Mission** *and was approved administratively by said City.*

☐ *ETJ of* _____ *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **12-01-10** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **On-site detention swales**

DISTANCE TO A DRAIN DITCH: **East of the development approximately 1 ½ miles**

ROAD R.O.W. DEDICATION: **25 feet on Moorefield Rd.**

H.C.R.O.W. PRELIMINARYAPPROVAL DATE: **11-07-12** By, **Roy Gonzalez** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **11-29-12** By, **Chardo Ramos**

☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Isidoro Gomez**

SEWER SYSTEM: ☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____

☐ SANITARY SEWER BY: _____ LINE SIZE: ___ LOCATION: _____ .

WATER SERVICE PROVIDER: **Sharyland Water Supply Corp** LINE SIZE: **4"** LOCATION: **Moorefield Rd**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **11-20-12** : By **Martin Ramirez**

☒ **CONSTRUCTION GENERAL PERMIT NOT REQUIRED**

Total project size is less than 1 acres, less than 1 acre of soil disturbance will take place during construction. No further submittals will be required. This approval will also cover the final subdivision approval. Since no Construction General Permit (C.G.P.) coverage is required.

☐ **SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH: ☐ **Cash Deposit:** *Amount:$_____For:* ☐ *OSSF(S)*_____ ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS

☐ **A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____

Amount: $_____For: ☐ *OSSF(S)*_____ ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: _____, __

STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Mission** .

☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*

☐ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

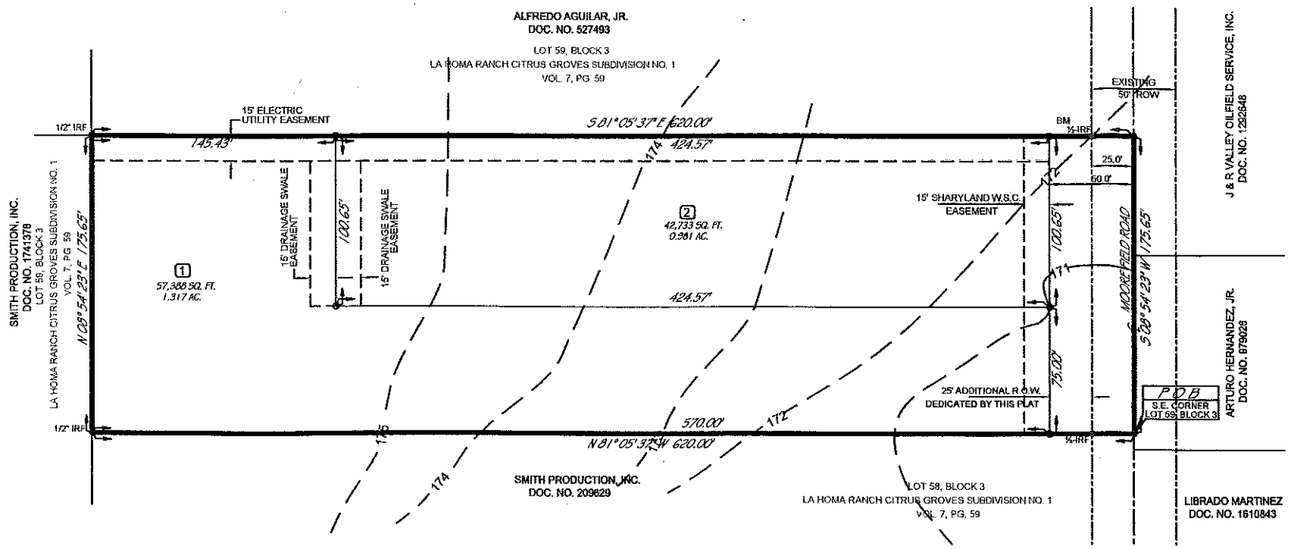
This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules,

* *Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Rancho Sarita 4th Review** **Page** 1 of 1

Item Log	**Rancho Sarita 3RD Review** Additional plat notes	Date 03-14-2013	Initials JRT
27	2ND SHEET COMMENTS: Office building needs to be adjusted to respect the minimum 6 feet side setback. Make sure structure is moved before final inspection.		
28	Make sure all amounts on the water engineering report coincide with the 30 year letter and final construction cost estimate.		
30	Make sure all correction on engineering reports are reflected on the Spanish engineering version.		



GENERAL PLAT NOTES & RESTRICTIONS

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" DEFINED AS AREAS OF 500-YR FLOOD; AREAS OF 100-YR 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-YR FLOOD BASED ON COMMUNITY-PANEL NUMBER **480334 0290 D** MAP REVISED: JUNE 6, 2000, FLOOD INSURANCE RATE MAP ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR INCORPORATED AREAS OF HIDALGO COUNTY, TEXAS.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100 YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS;
FRONT:.....50.00 FEET,
REAR:.....15.00 FEET, OR EASEMENT WHICHEVER IS GREATER IN ALL CASES
SIDE:.....6.00 FEET, OR EASEMENT WHICHEVER IS GREATER IN ALL CASES

3. 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 ALL 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. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET, OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR ALL 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 OF DEVELOPMENT PERMIT APPLICATION.

5. BENCHMARK NOTE: NAIL SET IN POWER POLE LOCATED AT NORTHEAST CORNER OF SAID PROPERTY ON WEST RIGHT-OF-WAY. **ELEVATION 165.0** (N.G.V.D. 1929)

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 3.194 CUBIC FEET, 0.0733 ACRE-FEET (LOT 1: 1,294 C.F. AND LOT 2: 1,900 C.F.) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS; BY DEPRESSED YARD AREAS IN SWALES PARALLEL TO THE PROPERTY LINES IN ACCORDANCE WITH HIDALGO COUNTY CRITERIA

7. DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALES OR UTILITY EASEMENTS. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

8. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. -OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

B. -EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 0.50 ACRE LOT AREA WITH POTABLE WATER SUPPLY

C. -OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. -SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM BASED ON SITE VISITS AND SOIL REPORT INFORMATION DATE SEPTEMBER 7, 2007.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

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, ELECTRICAL AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10.- CESAR FLORES & MARIA TERESA FLORES, THE OWNERS & SUBDIVIDERS OF **RANCHO SARITA SUBDIVISION**, RETAIN AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No.2 OF THIS PLAT.

11. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

12. NO PERMANENT 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 NATURE HEIGHT, GRASS, GROUND COVER OR FLOWERS) AND OTHERS OBSTRUCTIONS AFFECTING THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.0 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 AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

14. SIDEWALKS ALONG MOOREFIELD ROAD ARE NOT REQUIRED.

15. NO INDIVIDUAL DRIVEWAY ACCESS ALLOWED FROM (MOOREFIELD ROAD) ONTO LOTS 1 AND 2. A 24-FOOT SHARE DRIVEWAY SHALL BE CONSTRUCTED BY DEVELOPER IN BETWEEN LOTS 1 AND 2 TO PROVIDE INGRESS AND EGRESS FROM (MOOREFIELD ROAD).

16. DRAINAGE DETENTION POND SHALL CONSTRUCTED IN DESIGNATED EASEMENT AREAS AS DESIGNED BY PLAT PROJECT ENGINEER AT DEVELOPMENT APPLICATION PERMIT STAGE PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE. NO FINAL LIGHT AND WATER CLEARANCE SHALL BE ISSUED UNTIL THE DRAINAGE DETENTION POND IS CONSTRUCTED BY THE OWNER AND INSPECTED BY THE COUNTY.

17. THE HOMEOWNER'S ASSOCIATION AND / OR LOT OWNERS SHALL HOLD THE COUNTY OF HIDALGO, HARMLESS AND INDEMNIFY COUNTY FROM ANY AND ALL CLAIMS RELATING TO THE CONDITION OR ACCESSIBILITY OF THE PRIVATE STREETS, PRIVATE SIDEWALKS, AND PRIVATE STREET LIGHTS. ANY REQUEST FOR DEDICATION OF PRIVATE ROADS TO PUBLIC USE IF APPROVED SHALL CAUSE CONSTRUCTION SPECIFICATIONS TO MEET COUNTY REQUIREMENTS.

18. ALL LOTS IN RANCHO SARITA SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUNOFF FROM ALL LOTS IN RANCHO SARITA SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS A "DRAINAGE SWALE EASEMENT" AREAS. LOT OWNERS OF RANCHO SARITA 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 COUNT OF HIDALGO, TEXAS ("COUNTY"), AND THE 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 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 RANCHO SARITA SUBDIVISION BECAUSE AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN RANCHO SARITA SUBDIVISION, THE COUNTY AND DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO A LOT IN RANCHO SARITA SUBDIVISION ACKNOWLEDGES AND AGREES THAT THE COUNTY AND DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE SWALE EASEMNT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

Being the East 2.50 acres out of the South 5.00 acres of Lot 59, Block 3, LA HOMA RANCH CITRUS GROVES SUBDIVISION NO. 1, Hidalgo County, Texas, as per Map recorded in Volume 7, Page 59, Map Records, Hidalgo County, Texas, and being more particulary described by metes and bounds as follows;

COMMENCING at the Southeast corner of said Lot 59, same being the centerline of 50-foot Moorefield Road, said point being the **PLACE OF BEGINNING** and the Southeast corner of this tract;

THENCE, NORTH 81° 05' 37" WEST, along the South line of Lot 59, at 25.00 feet a ½-inch iron rod found in the West right-of-way line of said Moorefield Road, continuing for a total distance of 620.00 feet to a ½-inch iron rod found, for the Southwest corner of this tract;

THENCE, NORTH 08° 54' 23" EAST, parallel to the West line of Lot 59, a distance of 175.65 feet to a ½-inch iron rod found, said point being the Northwest corner of this tract;

THENCE, SOUTH 81° 05' 37" EAST, parallel to the Noth line of Lot 59, at 595.00 feet a ½-inch iron rod found in the West right-of-way line of said Moorefield Road, continuing for a total distance of 620.00 feet to a ½-inch iron rod found, for the Northeast corner of this tract;

THENCE, SOUTH 08° 54' 23" WEST, along to the centerline of said Moorefield Road, a distance of 175.65 feet to a ½-inch iron rod found, to **PLACE OF BEGINNING** and containing 2.50 acres of land more or less.

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **RANCHO SARITA SUBDIVISION** WAS REVIEWED AND APPROVED BY THE HIDALGO RIGHT OF WAY DEPARTMENT ON _____, 2012.

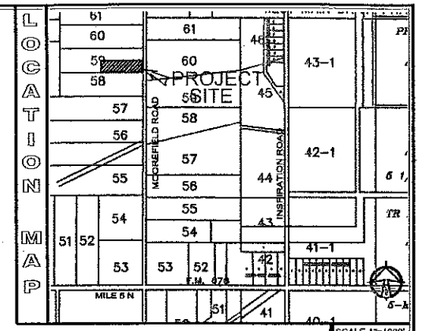
_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **RANCHO SARITA SUBDIVISION** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 2012.

_____ _____
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE





STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, **ARTURO GARCIA JR.**, A REGISTERED PROFESSIONAL ENGINEER IN THE **STATE OF TEXAS**, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AS HEREIN SHOWN.

_____
ARTURO GARCIA, JR., PE # 69356
TEXAS REGISTERED ENGINEERING FIRM F-9914
ARTURO GARCIA ENGINEERING SERVICES, PLLC
DATE:_____
P.O. BOX 4526
McALLEN, TEXAS 78502
PHONE (956) 630-3340
FAX (956) 630-3888

STATE OF TEXAS
ARTURO GARCIA JR.
69356
REGISTERED PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, **PABLO PEÑA III**, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE **STATE OF TEXAS**, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

_____
PABLO PEÑA III RPLS #5242
REGISTERED PROFESSIONAL LAND SURVEYOR
DATE SURVEYED:_____
1001 WEST WHITEWING - P.O. BOX 4320
McALLEN, TEXAS 78501
(956) 682-8812

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, **CESAR FLORES & MARIA TERESA FLORES** PERSONALLY APPEARED AND PROVED, THROUGH HER DEPARTMENT OF PUBLIC SAFETY DRIVER'S LICENSE, TO BE THE PERSON WHOSE NAME ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT. FURTHERMORE, AFTER BEING DULY SWORN BY ME, THEY DECLARED THAT THE STATEMENTS CONTAINED THEREIN ARE TRUE AND CORRECT, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREBY EXPRESSED.
ALL GIVEN UNDER MY HAND AND SEAL OF OFFICE DATED. THIS THE ____ DAY OF _____, 2012.

_____
NOTARY PUBLIC FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON:_____

STATE OF TEXAS
HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE §232.028(a)
WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **RANCHO SARITA SUBDIVISION** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMISSIONERS COURT ON THIS THE____ DAY _____, 2012.

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST:_____ _____
HIDALGO COUNTY CLERK 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

STATE OF TEXAS
HIDALGO COUNTY

THIS PLAT APPROVED BY **UNITED IRRIGATION DISTRICT** THIS THE DAY _____ OF _____, 2012. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON **UNITED IRRIGATION DISTRICT** RIGHT-OF-WAY'S OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE **UNITED IRRIGATION DISTRICT**; PROVIDED, HOWEVER, THAT THE DEVELOPER AGREES TO BE RESPONSIBLE FOR COMPLYING WITH ANY AND ALL PERMITTING REQUIREMENTS REQUIRED BY THE STATE OF TEXAS AND/ OR THE TCEQ RELATING TO DRAINAGE.

_____ ATTEST:_____
DISTRICT PRESIDENT SECRETARY

DATE:_____ DATE:_____

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
RANCHO SARITA SUBDIVISION IS LOCATED IN WEST HIDALGO COUNTY AT 3,125 FEET NORTH OF MILE 5 NORTH ROAD WEST SIDE OF MOORE FIELD ROAD. THE NEARBY MUNICIPALITY IS THE CITY OF MISSION ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 68,999). RANCHO SARITA SUBDIVISION, LIES APPROXIMATELY 1 MILE FROM THE CITY LIMITS, THIS SUBDIVISION DOES FALLS WITHIN ANY EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY AND LIES IN PRECINCT NO. 3.

CITY OF MISSION
CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0115(B) WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **RANCHO SARITA SUBDIVISION** WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE **CITY OF MISSION.**

_____ _____
MAYOR OF CITY OF MISSION DATE

ATTEST. _____ _____
CITY SECRETARY DATE

THIS PLAT OF **RANCHO SARITA 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 _____, 2012.

_____
CHAIRMAN

STATE OF TEXAS
COUNTY OF HIDALGO

HIDALGO COUNTY DRAINAGE DISTRICT No.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS

_____ BY: _____
HIDALGO COUNTY DRAINAGE DISTRICT No.1

RANCHO SARITA SUBDIVISION

HIDALGO COUNTY, TEXAS

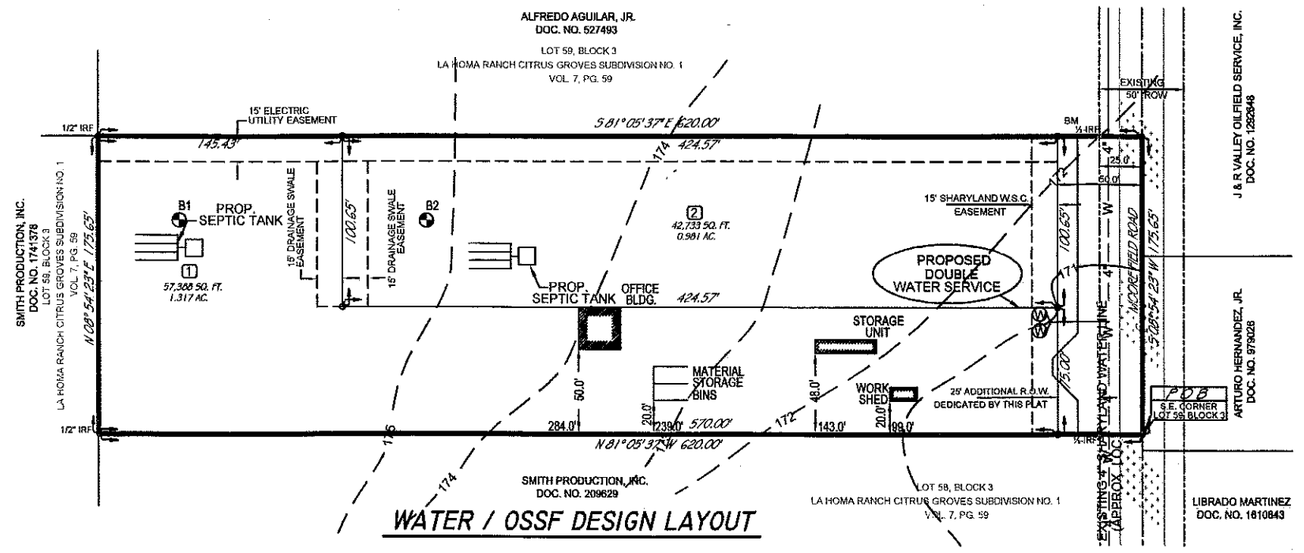
2.50 ACRE TRACT OF LAND OUT OF LOT 59, BLOCK 3, LA HOMA RANCH CITRUS GROVES SUBDIVISION NO. 1 HIDALGO COUNTY, TEXAS, RECORDED IN VOL. 7, PG. 59, MAP RECORDS HIDALGO COUNTY.

SHEET	DESCRIPTION
1	NOTES-Data-North arrow-Main Scale-Heading-Legal Description-Location Map and ETJ-Principal contacts-Prop & exist Subdivision Layout-Metes & Bounds-Notes-Owner dedication, certification, and acknowledgment-ROW department & health department certifications-Notary public-P & Z Commission-Survey certificate-Engineer certificate-Drainage dedication-Irrigation dedication-County certificate-County clerk's recording certificate-Revision Notes
2	Final Engineering Report, including Description of Water and Sanitary Sewer (English-Spanish Versions), Layout, Description of Drainage and Drainage review, Map of Topography and Engineering Flood Certification, Soil Evaluation, Subdivider certificate & statement, Revision Notes-Prepared by Arturo Garcia Engineering PLLC- Sheet Number

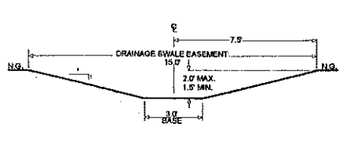
PRINCIPAL CONTACTS					
	NAME	ADDRESS	CITY, STATE & ZIP CODE	PHONE	FAX
OWNER(S):	CESAR FLORES	2013 RICHMOND STREET	MISSION, TEXAS 78574	(956) 581-3155	
ENGINEER:	ARTURO GARCIA, JR.	P.O. BOX 4526	McALLEN, TEXAS 78502	(956) 630-3340	(956) 287-4634
SURVEYOR:	PABLO PEÑA III	1001 WEST WHITEWING	McALLEN, TEXAS 78501	(956) 682-8812	(956) 631-7362

ARTURO GARCIA ENGINEERING SERVICES, PLLC
CIVIL ENGINEERING CONSULTANT
T.B.P.E. F-9914
P.O. BOX 4526
McALLEN, TEXAS 78502
PH. (956) 630-3340
FAX (956) 287-4634

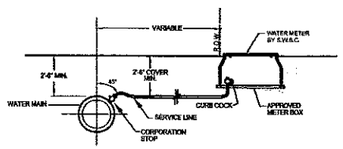
PROJECT NAME:	RANCHO SARITA SUBDIVISION
PROJECT LOCATION:	HIDALGO COUNTY, TEXAS
PLANS FOR:	SUBDIVISION PLAT
DRAWN: A.G.	CHECKED:
APPROVED: A.G.	TRACED BY: FLORES
DATE: APRIL 27, 2007	SHEET: 1 OF 2



WATER / OSSF DESIGN LAYOUT



DETENTION SWALE DETAIL
NTS



SERVICE CONNECTION

FINAL ENGINEERING REPORT FOR RANCHO SARITA SUBDIVISION

RANCHO SARITA SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY SHARYLAND WATER SUPPLY CORPORATION THE SUBDIVIDER AND SHARYLAND WATER SUPPLY CORPORATION HAVE ENTERED INTO A CONTRACT IN WHICH SHARYLAND WATER SUPPLY CORPORATION HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND SHARYLAND WATER SUPPLY CORPORATION HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION. SHARYLAND WATER SUPPLY CORPORATION HAS A 4" WATER LINE RUNNING ALONG ON THE WEST RIGHT-OF-WAY LINE OF MOORE FIELD ROAD.

THE WATER SERVICE FOR **RANCHO SARITA SUBDIVISION** WILL CONSISTS IN (1) 1" DIAMETER DUAL SERVICE LINE SPLITTING INTO 2 - 5/8" SERVICES CONNECTING INTO THE METER BOX.

THE SUBDIVIDER HAS PAID A TOTAL OF $1,200.00 FOR AFOREMENTIONED WATER DISTRIBUTION SYSTEM. IN ADDITION, THE SUBDIVIDER HAS PAID SHARYLAND WATER SUPPLY CORPORATION THE SUM OF $1,200.00 OR $600.00 PER LOT FOR THE 30 YEAR WATER SERVICE AGREEMENT WHICH COVERS WATER METER, METER BOXES, WATER SUPPLY FEE AND ALL OTHER FEES ASSOCIATED WITH WATER SUPPLY. UPON REQUEST BY THE OWNER, SHARYLAND WATER SUPPLY CORPORATION WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY SHARYLAND WATER SUPPLY CORPORATION AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES DESCRIPTION, COSTS, AND OPERABILITY DATES:
SEWAGE FROM RANCHO SARITA SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANKS AND A DRAIN FIELD ON EACH LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT.

HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:
EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 0.50 ACRE IN SIZE. THE UNITED STATES DEPARTMENT OF AGRICULTURE, SOIL CONSERVATION SERVICE SOIL SURVEY INDICATES A HIDALGO SANDY CLAY LOAM, AND TWO (2) TEST BORINGS WERE MADE AT OPPOSITE AREAS OF THE SUBDIVISION. (ADDITIONAL BORING WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA). THE SOIL IS A UNIFORM HIDALGO FINE SANDY LOAM EXTENDING MORE THAN 24 INCHES BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS, THERE IS NO INDICATION OF GROUND WATER OR A RESTRICTIVE LAYER WITHIN 24 INCHES OF THE BOTTOM OF THE PROPOSED EXCAVATIONS.
THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $1,100.00 INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. IF NO OSSF HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL.
THE SUBDIVIDER WILL HAVE SEPTIC TANKS AND DRAINFIELDS INSTALLED IN EACH LOT IN ACCORDANCE WITH COUNTY HEALTH DEPARTMENT. THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE TO SALE PRICE OF THE LOT.

CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE; I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:
WATER FACILITIES - THESE FACILITIES ARE FULLY CONSTRUCTED AT A COST OF $1,200.00 EXCEPT FOR INSTALLATION OF WATER METER, WHICH COST $600.00 THE SUBDIVIDER HAS PAID A TOTAL OF $1,200.00 TO COVER THE COSTS OF METER INSTALLATION WITH MEMBERSHIP FEES.
SEWAGE FACILITIES - SEPTIC SYSTEM IS ESTIMATED TO COST $ 1,100.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 2,200.00 FOR THE ENTIRE SUBDIVISION.

ARTURO GARCIA, JR., P.E.
REGISTERED PROFESSIONAL ENGINEER No. 69356
TEXAS REGISTERED ENGINEERING FIRM F-5914
DATE:
ARTURO GARCIA ENGINEERING SERVICES, PLLC
P.O. BOX 4528
McALLEN, TEXAS. 78502
PHONE (956)630-3340

STATE OF TEXAS
ARTURO GARCIA JR.
69356
REGISTERED
PROFESSIONAL ENGINEER

REPORTE FINAL DE INGENIERIA PARAEL DESARROLLO RANCHO SARITA

EL **DESARROLLO RANCHO SARITA** RECIBIRA SU PROVISION DE AGUA DE **SHARYLAND WATER SUPPLY CORPORATION**. LA COMPAÑIA DE SHARYLAND WATER SUPPLY CORPORATION Y EL DUEÑO DEL DESARROLLO HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 AÑOS Y SHARYLAND WATER SUPPLY CORPORATION TENDRA QUE PRESENTAR LA DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION. SHARYLAND WATER SUPPLY CORPORATION TIENE UNA LINEA DE AGUA DE 4" QUE CORRE EN EL LADO OESTE DEL "DERECHO-DE-VIA" DE LA CALLE MOOREFIELD ROAD.

EL SERVICIO DE AGUA PARA EL DESARROLLO RANCHO SARITA CONSISTE EN UN (1) SERVICIOS DE AGUA DOBLE DE 1" QUE CORRE AL SOLAR PARA REDUCIRSE EN SERVICIO DE AGUA DE 5/8" DE DIAMETRO TERMINANDO EN LAS CAJAS DE MEDIDOR.

EL DESARROLLADOR HA PAGADO UN TOTAL DE $1,200.00 POR EL YA DESCRITO SITEMA DE DISTRIBUCION DE AGUA. EN ADICCION EL DESARROLLADOR LE PAGARA A SHARYLAND WATER SUPPLY CORPORATION LA CANTIDAD DE $1,200.00 O $600.00 POR SOLAR PARA EL ACUERDO DE 30 AÑOS DE SERVICIO QUE CUBRE EL MEDIDOR DE AGUA, COSTOS DE INSTALLACION, GASTOS DE CONECCION, & COSTOS DE MEMBERCIA). EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE, DESCRIPCION, GASTOS Y FECHA DE INICIO DE OPERABILIDAD DEL DRENAJE
EL DRENAJE PARA **DESARROLLO BLEDSOE ESTATES** SERA TRATADO COMO UN INDIVIDUAL "ON-SITE SEWAGE FACILITY"(OSSF) CONSISTIENDO DE UN DISENO STANDARD. SE INSTALARA UNA FOSA SEPTICA EN CADA SOLAR. ESTA FOSA SEPTICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DOBLE Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO AUTOR DE ESTE DOCUMENTO HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESTAS FOSAS SEPTICAS (OSSF), EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT).

PUNTOS PRINCIPALES DEL REPORTE:
CADA SOLAR EN LA SUBDIVISION PROPUESTA DEBE SER, AL MENOS DE 0.50 ACRE DE TAMAÑO. EL SERVICIO Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. SE REALIZARON DOS (2) PRUEBAS CON AGUJEROS EN AREAS DISTINTAS DE LA SUBDIVISION EN LOS LOTES (NO FUERON NECESARIAS PRUEBAS ADICIONALES PORQUE EL SUELO ES UNIFORME EL AREA DELIMITADA EL SUELO ES UNIFORME, DE MARGA ARENA FINA DE HIDALGO EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION, NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.
EL COSTO ESTIMADO PARA INSTALAR EL SISTEMA SEPTICO EN UN SOLAR ES $1,100.00 INCLUYENDO EL COSTO DE LA LICENCIA Y EL PERMISO. SI NINGUNA FOSA SEPTICA HA SIDO INSTALADA AL MOMENTO DE LA APLICACION FINAL DEL PLAT EL DUE ÑO DEL DESARROLLO PONDRA UN CARTA DE CREDITO CUANDO SE REGISTRE EL DOCUMENTO FINAL DEL DESARROLLO AL CONDADO DE HIDALGO PARA CUBRIR EL COSTO TOTAL PARA EL SISTEMA SEPTICO DE $1,100.00 . EL DUEÑO DE LA SUBDIVISION INCLUIRA LA FOSA EL COSTO DEL SISTEMA SEPTICO EN PRECIO DE VENTA DEL SOLAR. EL DUENO CON EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO PARA OBTENER EL PERMISO DE CONSTRUIR LA FOSA SEPTICA.

CERTIFICACION:
COM UN FIRMA CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS), CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:
FACILIDADES DE AGUA: EL SISTEMA / SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO A UN COSTO DE $1,200.00, MENOS LOS MEDIDORES DE AGUA MECANICOS QUE COSTARAN $600.00 POR LOTE.
FACILIDADES DE DRENAJE SEPTICO : SE ESTIMA QUE LAS FOSAS SEPTICAS COSTARAN $ 1,100.00 POR LOTE (TODO INCLUSO) A UN COSTO TOTAL DE $ 2,200.00 PARA LA SUBDIVISION.

DRAINAGE STATEMENT
For
RANCHO SARITA SUBDIVISION

Being a tract of land containing 2.50 acres, situated in Hidalgo County, Texas and also being part or portion of LOT 59, BLOCK 3, LA HOMA RANCH CITRUS GROVES SUBDIVISION, map reference: Volume 1, Page 35, H.C.M.R., Hidalgo County, Texas.

This subdivision, a two (2) lot residential and commercial subdivision, comprising 2.50 acres is located on the west side of Moorefield Drive, and 3,150 feet north of Mile 5 North Road (FM 676), with the intersection of the centerline of Moorefield Drive and is 2.6 miles north of the City of Mission City Limits and is within Mission, Texas E.T.J.

The property falls within Zone "X" of the Flood Insurance Rate Map, Community Panel No.480334 0290 D, Map revised June 6, 2000. Topographic maps of the general area indicate the natural ground slope to the northeast. Ninety-six percent (96 %) of this site predominantly falls within areas of soils designated as Hidalgo Fine Sandy Loam comprised of sandy loam soils (Map Symbol 25, 28 & 30) and are within Hydrologic Group "B" and are well drained, moderately permeable and have slow runoff, the remaining four percent (4 %), southeastern portion lies within areas of soils designated as Rio Fine Sandy Loams and Rio Clay Loams are sandy clay loam soils (Map Symbol 58 & 60 respectively) and are within Hydrologic Group "D" and are poorly drained, slowly permeable and subject to ponding with all soils having ground slopes between 0 to 1 percent in accordance with the Soil Survey of Hidalgo County, Texas as published by the United States Department of Agriculture, Soil Conservation Service in cooperation with the Texas Agricultural Experiment Station.

Presently the site has a mobile home, sand and gravel business with native mesquite trees and natural valley grasses. Existing runoff from the site is via overland flow in a north and easterly direction into the existing roadside ditch within Moorefield Drive and ultimately discharges into the West Main Drain III, maintained by Hidalgo County Drainage District No. 1. Depressed yard areas provide detention for the property before discharging into the existing roadside ditch within Moorefield Drive.

New improvements of a residential home, paved driveway, and landscaped yard improvementsare planned thus an increase in impervious cover being considered at this time. The runoff tabulated for existing conditions will generate a flow of 1.77 cubic feet per second for a 10-year return frequency. The runoff tabulated for future conditions will generate a flow of 2.61 cubic feet per second for a 10-year return frequency. Maintaining the original runoff of the area tabulates a required detention of 0.0733 acre-feet for this subdivision. The detention will be detained in accordance with City of Mission and Hidalgo County policy. The detention will be accomplished within dedicated drainage swales and landscaped areas. No new drainage improvements proposed for this subdivision. New structures set in this subdivision will have finished floors set above the 100-year flood level.

By my signature below, I certify that this subdivision lies in a Zone "X", Defined as Areas of minimal flooding based on (Community-Panel No. 480334 0290 D Map Revised: June 6, 2000) based on graphical representation on date signed.

ARTURO GARCIA, JR., P.E.
REGISTERED PROFESSIONAL ENGINEER No. 69356
TEXAS REGISTERED ENGINEERING FIRM F-5914
DATE:
ARTURO GARCIA ENGINEERING SERVICES, PLLC
P.O. BOX 4528
McALLEN, TEXAS. 78502
PHONE (956)630-3340

STATE OF TEXAS
ARTURO GARCIA JR.
69356
REGISTERED
PROFESSIONAL ENGINEER

SUBDIVIDER CERTIFICATION:

1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

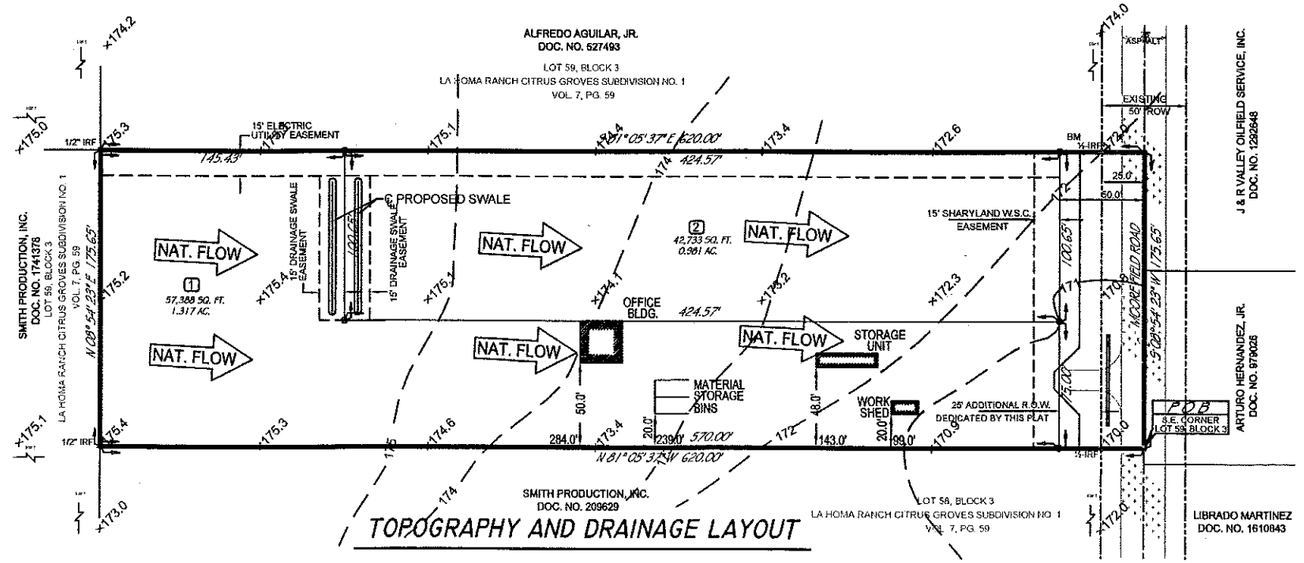
1.- WE CESAR FLORES & MARIA TERESA FLORES SUBDIVIDERS OF RANCHO SARITA SUBDIVISION HEREBY CERTIFY AN ADEQUATE SEWER FACILTY IS AVAILABLE ON ANY LOT; THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

CESAR FLORES — MARIA TERESA FLORES

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED **CESAR FLORES & MARIA TERESA FLORES** PROVED TO ME THROUGH HIS OR HER TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENT THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE OR SHE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED. GIVEN UNDER MY HAND AND SEAL OF OFFICE DATED THIS THE ____DAY OF _____, 2012.

NOTARY PUBLIC FOR THE STATE OF TEXAS — MY COMMISSION EXPIRES ON:_____



TOPOGRAPHY AND DRAINAGE LAYOUT

COST ESTIMATE

WATER SUPPLY SYSTEM: $1,200.00
SEPTIC TANK SYSTEM: $2,200.00
DRAINAGE SYSTEM: $500.00

WATER/OSSF DESIGN, TOPOGRAPHY & DRAINAGE LAYOUT
MAPA TOPOGRAFICO, DRENAJE Y DISENO DE AGUA/OSSF

RANCHO SARITA SUBDIVISION

HIDALGO COUNTY, TEXAS

2.50 ACRE TRACT OF LAND OUT OF LOT 59, BLOCK 3, LA HOMA RANCH CITRUS GROVES SUBDIVISION NO. 1 HIDALGO COUNTY, TEXAS, RECORDED IN VOL. 7, PG. 59, MAP RECORDS HIDALGO COUNTY.

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CIVIL ENGINEERING CONSULTANT
T.B.P.E. F-5914
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FAX (956) 207-4634

PROJECT NAME:	RANCHO SARITA SUBDIVISION
PROJECT LOCATION:	HIDALGO COUNTY, TEXAS
PLANS FOR:	SUBDIVISION PLAT
DRAWN BY: A.G.	CHECKED BY:
APPROVED BY: A.G.	APPROVED BY: FLORES
DATE COMPLETED: APRIL 27, 2007	SHEET 2 OF 2

SHEET 1	INDEX-Date-North arrow-Main Scale-Heading-Legal description-Location Map and ST.Principal contacts-Prop.& exist.Subdivision Layout-Notes & Bounds-Notes-Owner dedication, certification, and acknowledgment-ROW department & health department certifications-Notary public-P & Z Commission-Survey certificate-Engineer certificate-Drainage dedication-Irrigation dedication-County certificate-County clerk's recording certificate-Revision Notes
SHEET 2	Final Engineering Report, including Description of Water and Sanitary Sewer (English-Spanish Versions), Legend, Description of Drainage and Drainage swales, Map of Topography and Engineering Flood Certification, Soil Evaluation, Subdivision conditions & statement, Revision Notes-Prepared by Arturo Garcia Engineering PLLC.-Sheet Number

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 04-02-2013

PROPOSED **IDALIA** SUBDIVISION, PRECINCT No. **4** .

ENGINEER: **NAIN ENGINEERING** DEVELOPER: **VICENTE GARZA**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **2** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **West of Val Verde Road approximate ¼ mile North of Iowa Road.**

SUBDIVISION LIES WITHIN THE:
☒ *The rural area of the County.*
☐ *ETJ of_____and was approved administratively by said City.*
☐ *ETJ of_____and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **06-14-2012** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage detention swales**

DISTANCE TO A DRAIN DITCH: **Approximately 60 feet south of development.**

ROAD R.O.W. DEDICATION: **Additional ROW will not be required. Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.**

H.C.R.O.W. FINAL APPROVAL DATE: **07-09-2012** : By, **Roy Gonzales** R.O.W. AGENT

SEWER SYSTEM:
☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose A. Gonzalez**
☒ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: 03-15-13
☐ SANITARY SEWER BY:_____ LINE SIZE:_____LOCATION:_____

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **2 "** LOCATION: **Val Verde Road**

H.C.O.E.C. FINAL APPROVAL DATE: **03-15-2013** : By **Martin Ramirez**

☒ **CONSTRUCTION GENERAL PERMIT NOT REQUIRED**
Total project size is less than 1 acres, less than 1 acre of soil disturbance will take place during construction. No further submittals will be required. This approval will also cover the final subdivision approval. Since no Construction General Permit (C.G.P.) coverage is required.

☐ **LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH:
☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS
☐ **A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____
Amount: $_____For: ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

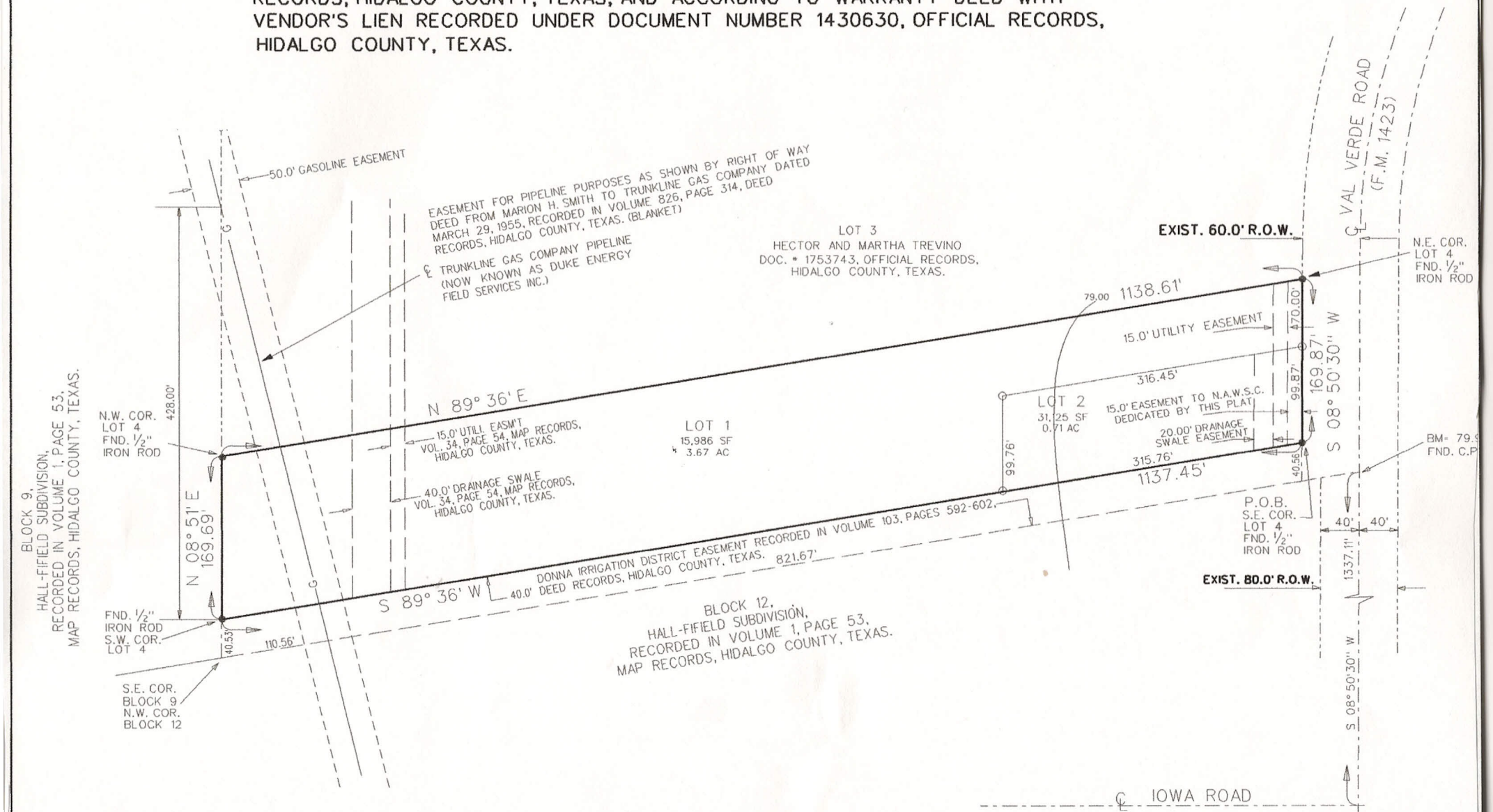
PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMM. COURT ON: **JULY 24, 2012.**

STAFF RECOMMENDS:
☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of_____.*
☐ **Preliminary Approval** *subject comments and future recommendations by planning and other departments*
☒ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

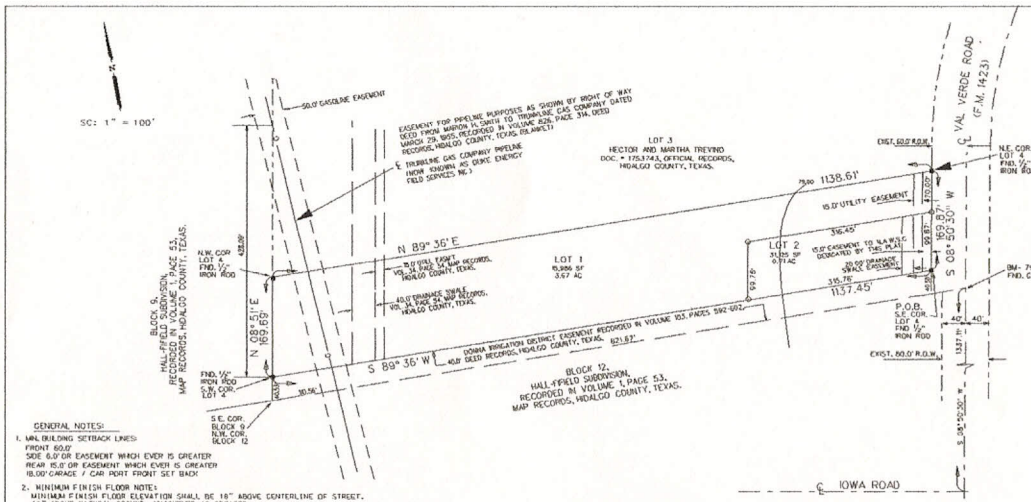
IDALIA SUBDIVISION

A 4.38 ACRE TRACT OF LAND BEING A RE-SUBDIVISION OF LOT 4, VAL VERDE MEADOWS, ACCORDING TO THE MAP RECORDED IN VOLUME 34, PAGE 53, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER DOCUMENT NUMBER 1430630, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



IDALIA SUBDIVISION

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METES AND BOUNDS

A 4.38 ACRE TRACT OF LAND BEING A RE-SUBDIVISION OF LOT 4, VAL VERDE MEADOWS, ACCORDING TO THE MAP RECORDED IN VOLUME 34, PAGE 53, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER DOCUMENT NUMBER 1430650, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

BEGINNING AT A ½" IRON ROD FOUND ON THE WEST R.O.W. LINE OF VAL VERDE ROAD (FM 1423) FOR THE SOUTHEAST CORNER OF LOT 4 AND THE SOUTHEAST CORNER OF THIS TRACT;

THENCE S 89° 36' W, ALONG THE SOUTH LINE OF LOT 4, A DISTANCE OF 1137.45 FEET TO A ½" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF LOT 4 AND THE SOUTHWEST CORNER OF THIS TRACT;

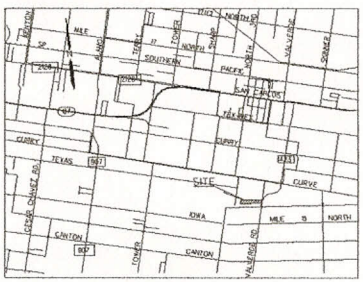
THENCE N 00° 51' E, ALONG THE WEST LINE OF LOT 4, A DISTANCE OF 169.60 FEET TO A ½" IRON ROD FOUND FOR THE NORTHWEST CORNER OF LOT 4 AND THE NORTHWEST CORNER OF THIS TRACT;

THENCE N 89° 36' E, ALONG THE NORTH LINE OF LOT 4, A DISTANCE OF 1138.61 FEET TO A ½" IRON ROD FOUND FOR THE NORTHEAST CORNER OF LOT 4 AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE S 08° 50' 30" W, ALONG THE EAST LINE OF LOT 4 AND THE WEST R.O.W. LINE OF VAL VERDE ROAD (FM 1423), A DISTANCE OF 169.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.38 ACRES OF LAND MORE OR LESS.

GENERAL NOTES:

1. MIN. BUILDING SETBACK LINES:
   FRONT 60.0'
   SIDE 6.0' OR EASEMENT WHICH EVER IS GREATER
   REAR 15.0' OR EASEMENT WHICH EVER IS GREATER
   18.00' GARAGE / CAR PORT FRONT SET BACK
2. MINIMUM FINISH FLOOR NOTES
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET. 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER
   ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
3. ● -DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.
   O -DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.
   ^-DENOTES NAIL FOUND UNLESS OTHERWISE NOTED.
4. BENCHMARK ELEVATION 79.0' C.P.S. SOUTHEAST CORNER OF THIS SUBDIVISION, U.S.G.S
5. FLOOD ZONE DESIGNATION ZONE "C"
   AREAS OF MINIMAL FLOODING
   C.P.N. 480334 0425 C
   MAP REVISED NOVEMBER 16, 1982
   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
6. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 6.81 CUBIC -FEET - 0.16 - ACRE-FEET- OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE WEST SIDE OF LOT 1 AND THE EAST SIDE OF LOT 2.
   LOT 1 WILL BE TAINED 3,708 CF
   LOT 2 WILL BE TAINED 1,104 CF
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. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
   NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVALS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT
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. 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 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 IS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE LOT/LET LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
    E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
    F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:
       1. ANCHORING OF SEPTIC TANK(S)
       2. BACK FLOW VALVES
       3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL
11. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION
    VICENTE GARZA AND ROSA IDALIA GARZA,. THE OWNERS & SUBDIVIDERS OF IDALIA 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.
13. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
14. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.
15. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTI-FAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
16. FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.
17. IF (THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT & SUBSEQUENTLY DETERMINE 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). THE DEVELOPER WILL NEED TO ADVISE PURCHASERS OF THIS OBLIGATION.
18. ALL LOTS IN IDALIA SUBDIVISION ARE HEREBY GRANTED A " DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN IDALIA SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNER OF IDALIA SUBDIVISION THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSABLE 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 INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND/OR THE DRAINAGE DISTRICT ARE ALSO ENTITLE 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 BUENOS AIRES SUBDIVISION BECAUSE AN ALTERNATIVE 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 IDALIA SUBDIVISION, THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY AND EACH LOT OWNED, BY THE ACCEPTANCE OF A DEED TO LOT IN IDALIA SUBDIVISION ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY, TO RELEASE THE DRAINAGE EASEMENT SURROUNDING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS
19. NO INDIVIDUAL LOT DRIVEWAY ACCESS WILL BE ALLOWED FROM VAL VERDE ROAD (FM 1423) ONTO LOT 2 EXISTING DRIVEWAY ENTRANCE IN LOT 1 SHALL BE SHARE TO PROVIDE INGRESS AND EGRESS FROM VAL VERDE ROAD (FM 1423)

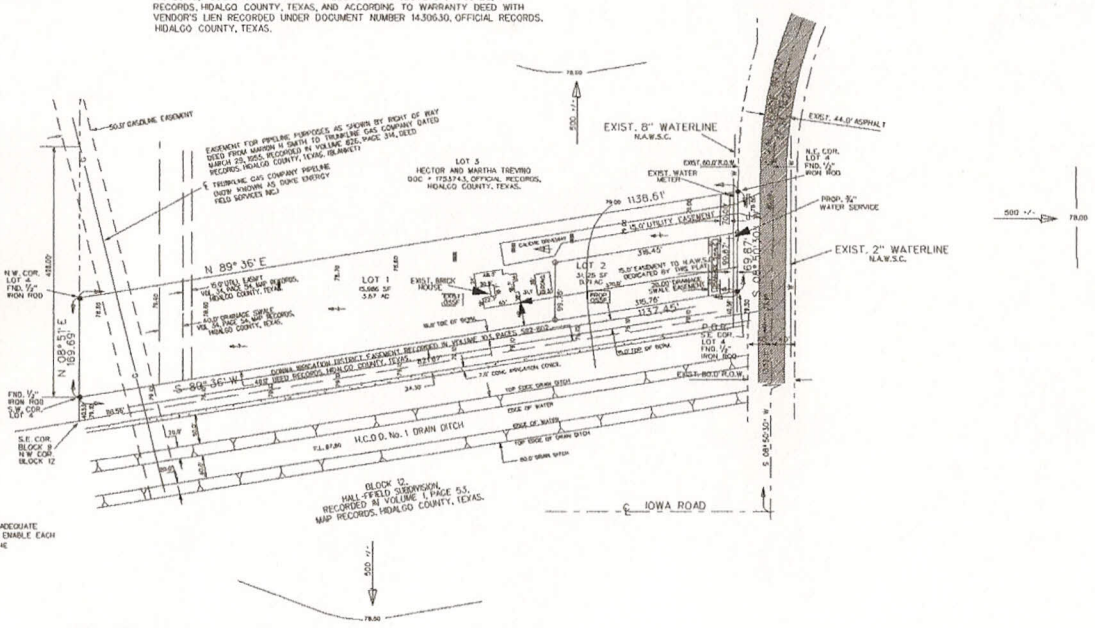

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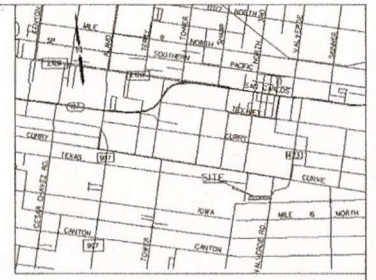
MAP OF TOPOGRAPHY AND DRAINAGE
MAPA DE TOPOGRAFIA Y DRENAJE

IDALIA SUBDIVISION

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MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE DISTRIBUCION DE AGUA





LOCATION MAP SCALE: 1" = 1000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

IDALIA SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 4 AND IS LOCATED EASTERLY HIDALGO COUNTY, ON THE WEST SIDE OF VAL VERDE ROAD (FM 1423), ¼ MILE NORTH OF IOWA ROAD. THE DAILY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG (POPULATION OF 77,100 2010 CENSUS). IDALIA SUBDIVISION LIES OUT SIDE THE 2 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF EDINBURG UNDER LOCAL GOVERNMENT CODE § 212.001.

DRAINAGE REPORT:

JUNE, 2012
DRAINAGE REPORT:
BY: GUILLERMO A. ARRIAGA, P.E.

IDALIA SUBDIVISION
HIDALGO COUNTY, TEXAS

PROJECT LOCATION:
THE PROPERTY IS LOCATED ON THE WEST SIDE OF VAL VERDE ROAD (FM 1423) 1337.11 FEET NORTH OF IOWA ROAD.

FLOOD PLAIN:
THE SUBJECT TRACT LIES IN ZONE "C"
AREAS OF MINIMAL FLOODING
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0460 C
MAP REVISED: NOVEMBER 16, 1982.

SOIL CONDITIONS:
A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY INDICATES THE SUBJECT TRACT LIES IN AN AREA OF PREDOMINANTLY HIDALGO SANDY CLAY LOAM SOIL THAT HAS A POOR LOW SHRINK-SWALE POTENTIAL AND IS LISTED IN HYDROLOGICAL GROUP D.

EXISTING CONDITIONS:
THE SUBJECT TRACT IS CURRENTLY DEVELOPED, THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATELY 0.1', EXISTING RUNOFF (1.76 CFS) FROM THE SITE IS BY FORM OF SHEET FLOW RUNS TOWARDS THE WEST SIDE OF THIS TRACT.

PROPOSED CONDITIONS:
THE PROPOSED CONDITIONS FOR THIS SUBJECT TRACT CONSIST OF 2 RESIDENTIAL LOTS, THE STORM SEWER RUNOFF AFTER DEVELOPMENT TO BE 2.5 CFS, HAVE CALCULATED THAT 6,810 CF OF STORM SEWER FOR A 10-YEAR DESIGN FREQUENCY AND WILL BE DETAINED WITHIN THE PROPERTY, LOT 1 WILL DETAINED 5,706 CF BY A DRAINAGE SWALE ON THE WEST SIDE AND LOT 2 WILL BE DETAINED 1,104 CF BY A DRAINAGE SWALE ON THE EAST SIDE OF LOT 2.

CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A ZONE "C"
AREAS OF MINIMAL FLOODING
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0450 C
MAP REVISED: NOVEMBER 16, 1982.
BASED ON GRAPHICAL REPRESENTATION ON DATE SIGN.

GUILLERMO A. ARRIAGA
LICENSED PROFESSIONAL ENGINEER NO. 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS · GUILLERMO A. ARRIAGA · 94001 · LICENSED · PROFESSIONAL ENGINEER



DRAINAGE SWALE DETAIL
N.T.S.

SUBDIVIDER CERTIFICATION:

I.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOT MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANK MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

I.- WE VICENTE GARZA AND ROSA IDALIA GARZA SUBDIVIDERS OF IDALIA SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPL WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

OWNER: VICENTE GARZA
ADDRESS: 2501 S. VAL VERDE ROAD
EDINBURG, TEXAS. 78539

OWNER: ROSA IDALIA GARZA
ADDRESS: 2501 S. VAL VERDE ROAD
EDINBURG, TEXAS. 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED VICENTE GARZA AND ROSA IDALIA GARZA PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2012

NOTARY PUBLIC, FOR THE STATE OF TEXAS

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

IDALIA SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY (N.A.W.S.C.). THE SUBDIVIDER, AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATERLINE RUNNING ALONG THE WEST RIGHT-OF-WAY OF VAL VERDE ROAD (FM 1423)

WATER DISTRIBUTION FOR IDALIA SUBDIVISION CONSIST OF A PROPOSED 1-¾" DIAMETER WATER SERVICE FOR LOT 2 , SAID SERVICE TERMINATE AT THE WATER METER BOX, AND THE METER BOX HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF $1,200.00, IN ADDITION THE THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ 1,000.00, WHICH COVERS THE COST FOR LOT 1, AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C., UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER.

THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C., AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.
LOT 1 HAS AN EXISTING WATER METER.

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATES:

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATES:

SEWAGE FROM IDALIA SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENTS SEPTIC TANK AND A DRAIN FIELD ON THIS LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENTS DRAIN FIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST ½ ACRE IN SIZE, THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA, AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE SOIL IS A UNIFORM SANDY LOAM EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS, THERE IS NO INDICATION OF GROUNDWATER OR A RESRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS, THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT 2 IS $1,400.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT AT TOTAL COST OF $ 1,400.00, THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON

LOT 1 HAS AN EXISTING OSSF

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COST TO INSTALL THE WATER DISTRIBUTION SYSTEM AND ONSITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS

WATER FACILITIES - THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 2,100.00

SEWAGE FACILITIES - SEPTIC SYSTEM HAS BEEN INSTALLED AT A TOTAL COST OF $ 1,400.00

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

LA SUBDIVISION DE IDALIA SUBDIVISION RECIBIRA SU PROVISION DE AGUA DE NORTH ALAMO WATER SUPPLY, EL DUENO DE LA SUBDIVISION Y LA COMPANIA AGUA N.A.W.S.C., HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 ANOS, N.A.W.S.C., HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION.

EL SISTEMA DE PROVISION DE AGUA PARA LA SUBDIVISION DE IDALIA SUBDIVISION CONSISTE DE UN CONDUCTO DE AGUA EXISTENTE DE 8 PULGADAS DE DIAMETRO QUE PASA POR EL LADO OESTE DEL DERECHO DE VIA (RIGHT-OF-WAY) DE LA CARRETERA VAL VERDE ROAD (FM 1423)

DEL CONDUCTO DE AGUA DE 4 PULGADAS SE INSTALARA UN CONDUCTO DE ¾ DE PULGADA DIDIAMETRO PARA EL LOTE 2 Y EL MEDIDOR MECANICO DE AGUA A UN COSTO TOTAL DE $ 1,400.00 PARA EL LOTE 2
EL DUENO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A N.A.W.S.C., $ 1,000.00 POR LOTE QUE CUBRE EL COSTO DEL MEDIDOR MECANICO DE AGUA PARA CADA LOTE ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACION DEL MEDIDOR Y LOS GASTOS DE CONEXION, CUANDO EL DUENO DEL LOTE SOLICITE EL MEDIDOR DE AGUA, LA COMPANIA DE N.A.W.S.C., LO INSTALARA SIN COSTO ALGUNO AL DUENO DE LA SUBDIVISION, EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.
EL LOTE 1 YA TIENE UN MEDIDOR DE AGUA EXISTENTE

DRENAJE: DESCRIPCION, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISION.

SE INSTALARA UNA FOSA SEPTICA EN CADA LOTE, ESTA FOSA SEPTIGA CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR, EL INGENERO AUTOR DE ESTE DOCUMENTO HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSA SEPTICAS (OSSF) EL REPORTE FUE APROVADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGUN EL REPORTE.

CADA LOTE EN LA SUBDIVISION WDE MEDIO ACRE SE HICIERON DOS EXCAVACIONES DE EVALUACION EN LOS LUGARES OPUESTOS EN LA SUBDIVISION (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA AREA ES SIGNIFICANTEMENTE UNIFORME) EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS, NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO WAS BAJO DE LAS EXCAVACIONES PROPUESTAS, EL AGUA EN ESTA AREA FLUYE BIEN

EL COSTO TOTAL PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR SOLAR SON $1,400.00 DOLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA, EN ESTOS MOMENTOS TODAS LAS FOSAS SEPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROVACION FINAL A UN COSTO TOTAL DE $ 2,800.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODAS LAS FOSAS SEPTICAS Y AH APROBADO LA INSTALACION DE LAS FOSAS SEPTICAS DESDE _____
EL LOTE 1 YA TIENE UN SYSTEMA SEPTICO EXISTENTE

COST ESTIMATE:

STREET PAVING:	$ 000.00
WATER SUPPLY SYSTEM	$ 2,100.00
SEPTIC TANK SYSTEM	$ 1,400.00
DRAINAGE	$ 800.00

CERTIFICATION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EL LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MONOS EL MEDIDOR MECANICO DE AGUA QUE COSTARA UN TOTAL DE $ 2,100.00

DENAJE: SE ESTIMA QUE LAS FOSAS SEPTICAS COSTARAN $ 1,400.00 PARA PARA LA SUBDIVISION

GUILLERMO A. ARRIAGA
LICENSED PROFESSIONAL ENGINEER # 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS · GUILLERMO A. ARRIAGA · 94001 · LICENSED · PROFESSIONAL ENGINEER

DATE OF PREPARATION: JUNE 10, 2012

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	VICENTE GARZA	2501 S. VAL VERDE ROAD	EDINBURG, TEXAS, 78539	(956) 605-2733
ENGINEER:	GUILLERMO A. ARRIAGA, P.E.	526 N. 5TH ST.	DONNA, TX 78537	(956) 780-0218
SURVEYOR:	HOMERO L. GUTIERREZ	4500 SAN DIEGO	MISSION, TEXAS 78572	(956) 583-9479

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
FIRM NO. F-9050
526 N. 5TH STREET
DONNA, TEXAS. 78537
PH. (956) 784-0218
E-MAIL: RAINENGINEERING@YAHOO.COM

SHEET 2 OF 2

INDEX TO SHEET OF IDALIA SUBDIVISION

SHEET 1	HEADING/ INDEX/ LOCATION MAP AND TEXT PRINCIPAL CONTACTS
	PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS, LEGAL DESCRIPTION (METES AND BOUNDS), SURVEYOR'S AND ENGINEER'S CERTIFICATIONS, PLAT NOTES AND
	RESTRICTIONS), OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION, COUNTY APPROVAL
	CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, HIDALGO COUNTY CERTIFICATE
	OF PLAT APPROVAL, DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE
	ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED
	H.C.D.D. CERTIFICATION & DONNA IRRIGATION DISTRICT CERTIFICATE
SHEET 2	OF APPROVAL, REVISION NOTES, H.C.H.D. AND N.A.W.S.C.
	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT
	(ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE
	WATER, AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS),
	TYPICAL WATER SERVICE CONNECTIONS, OWNER'S DEDICATION, CERTIFICATION,
	AND ATTESTATION
	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE
	THIS DEVELOPMENT, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S
	CERTIFICATION, REVISION NOTES, CONSTRUCTION DETAILS

Hidalgo County Planning Department

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: APRIL 2, 2013

RE: LOS NOVILLOS SUBDIVISION – PCT. 4

ON OCTOBER 11, 2005, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF THIRTY EIGHT (38) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $1,000.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF ONE (1) ADDITIONAL SEPTIC TANK SYSTEM. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT SEVEN (7) SEPTIC TANK SYSTEMS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO A REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $1,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$ 38,000.00
REIMBURSEMENTS	$ 6,000.00
5TH REIMBURSEMENT	$ 1,000.00
BALANCE REMAINING	$ 31,000.00

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HIDALGO COUNTY PLANNING DEPARTMENT

Official Receipt for Fees

№ 055570

Sept. 27, 2005

RECEIVED OF: KCJC Real Estate Partnership $ 38,000.00

Thirty Eight Thousand and 00/100 DOLLARS

SUBDIVISION: Los Novillos DEVELOPER Jose L. Lerma

COST OF PAVING _____ COST OF DRAINAGE _____ PCT. _____

FLOODPLAIN ADM. 1100-341-30-210-002-0-000		
Other		
Total		

SUBDIVISION FEES 1100-341-30-210-001 0-000		
Filing/Review Fee		
2% Inspection Fee		
Maps		
Subd. Rules Book		
Other		
Total		

ESCROWS	
1/3 Paving	Acct#
Septic Tanks	05-1100-211-00-000-018-0-000
38 Tanks	38,000.00
Other	
Total	38,000.00

M.O. ☐ ☐

CHECK ☑ 1038 CASH ☐

Yolanda D. Cavazos
PREPARED BY:

Auditor's Form – ECPD 0001. Rev. 6-04



Hidalgo County Planning Department

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HEALTH DEPARTMENT
COUNTY OF HIDALGO

March 14th 2013

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: LOS NOVILLOS SUBDIVISION

Dear Mr. Sesin:

According to our records,**7 out 38** Lots ,have septic tank systems installed and can be expected to function properly in **LOS NOVILLOS SUBDIVISION .** This subdivision is located on Hwy 281 & Flora St. in Edinburg.

Sincerely,

Elizardo Ramos

Elizardo "Chardo"Ramos
Environmental Heath Division Manager

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

AI-37952 **Planning Department 17. B.**

CC REGULAR

Meeting Date: 04/02/2013

Submitted For: Raul E. Sesin, P.E. **Submitted By:** Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

Consideration and Possible Action to require the installation of filling stations in new County subdivisions as part of the development approval process.

BACKGROUND

Attachments

Memo

Letter to NAWSC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Ivan Cantu	03/27/2013 01:36 PM
Olga Garza	Olga Garza	03/28/2013 08:57 AM
Purchasing Department	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Nora Cavazos Started On: 03/27/2013 11:01 AM

Final Approval Date: 03/28/2013

Hidalgo County Planning Department

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MEMORANDUM

To: Hidalgo County Commissioners' Court

From: Raul E. Sesin, P.E., C.F.M., Planning Administrator

Date: March 27, 2013

Via: Court Agenda

Re: Installation of Filling Stations in New Subdivisions in NAWSC Area Black Fire Hydrants

C: Juan Martinez, Hidalgo County Fire Marshal

As per recent discussions with North Alamo Water Supply Corporation, the Hidalgo County Fire Marshal, Emergency Management and our department, we respectfully request the approval of the requirement to have "filling stations" installed in new County Subdivisions. These filling stations are in essence black painted fire hydrants that are to be used to fill up fire trucks in order to fight fires within the general vicinity of the hydrant.

Currently, the County subdivisions located within extra-territorial jurisdictions of municipalities have fire hydrants in many instances. The Cities require the fire hydrants as part of the subdivision approval. We are attempting to provide similar services for the rural area of the County. Our opinion is that this service promotes the health, safety and welfare of the citizens of Hidalgo County, therefore, we ask for your consideration on this item.

Attached, you will find a letter that shall be sent to North Alamo Supply Corporation with each development proposed as part of the agreement to allow the filling stations to be installed within their service area.

You may contact me at (956) 318-2840 with any questions or via e-mail at raul.sesin@hchd.org. Thank you.

* * * END OF MEMORANDUM * * *

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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DRAFT

March 26, 2013

Steven Sanchez, General Manager
NAWSC
420 S. Doolittle

RE: Installation of Black Fire Hydrants

Dear Mr. Sanchez:

Please allow this correspondence to serve as Hidalgo County's acceptance of black fire hydrants for XYZ subdivision. We understand that the hydrants shall be utilized primarily as "filling stations" for water trucks to assist in the combating of fires in the area.

We shall, however, require that these "filling stations" be placed in subdivisions as part of the development process.

On behalf of the Hidalgo County Fire Marshal and our department we thank you for working with us to promote the health, safety and welfare of the citizens of Hidalgo County.

If you have any questions regarding this correspondence please contact me at (956) 318-2840. Thank You.

Respectfully,
Hidalgo County Planning Department

Raul E. Sesin, P.E., C.F.M., Planning Administrator

C: Juan Martinez, Hidalgo County Fire Marshal
T.J. Arredondo, Planning Supervisor

AI-37678 **Precinct #1 18. A.**

CC REGULAR

Meeting Date: 04/02/2013

Submitted For: Commissioner AC Cuellar, Jr. **Submitted By:** Mari Gutierrez, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Authorization and approval of name change as recommended by LRGVDC 911
Proposed name: Pilo Galvan St.

BACKGROUND

The Proposed street name is to rename the existing FLETCHER AVE. in the Monte Alto Community.

Attachments

911

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/14/2013 09:48 AM
Obdett Calzada	Obdett Calzada	03/15/2013 09:54 AM
Purchasing Department	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Mari Gutierrez Started On: 03/14/2013 09:14 AM

Final Approval Date: 03/28/2013

#37678

Lower Rio Grande Valley Development Council

Mayor Steve Brewer, La Feria ..... President
Hon. Norma G. Garcia, Member-at-Large ..... 1st Vice-President
Mayor Tony Martinez, Brownsville ..... 2nd Vice-President
Mayor Chris Boswell, Harlingen ..... Secretary
Commissioner Gerardo "Jerry" Tafolla, Weslaco ..... Treasurer
Mayor Pro-Tem Eddy Gonzalez, Edcouch ..... Immediate Past President

BOARD MEMBERS

Sofia Benavides
Commissioner, Cameron County

Hector "Tito" Palacios
Commissioner, Hidalgo County

John F. Gonzales
Judge, Willacy County

Pilar Garza
Commissioner, Alamo

David S. Simmons
Mayor, Donna

Gus Garcia
Council Member, Edinburg

Jim Darling
Commissioner, McAllen

Henry Hinojosa
Mayor, Mercedes

Norie Gonzalez Garza
Council Member, Mission

Leo "Polo" Palacios, Jr.
Mayor, Pharr

Orlando Correa
Mayor, Raymondville

Jose D. Gonzalez
Commissioner, San Benito

Armando Garza
Mayor Pro-Tem, San Juan

Dr. Cesar Maldonado
TSTC, Harlingen

Roberto Loredo
Donna I.S.D.

Gale Armstrong
El Jardin Water Supply

J. Shane Cameron
Willacy Navigation District

Alvin Samano
Member-At-Large

Don Medina
Member-At-Large

Arturo Ramirez
Grassroots Organizations

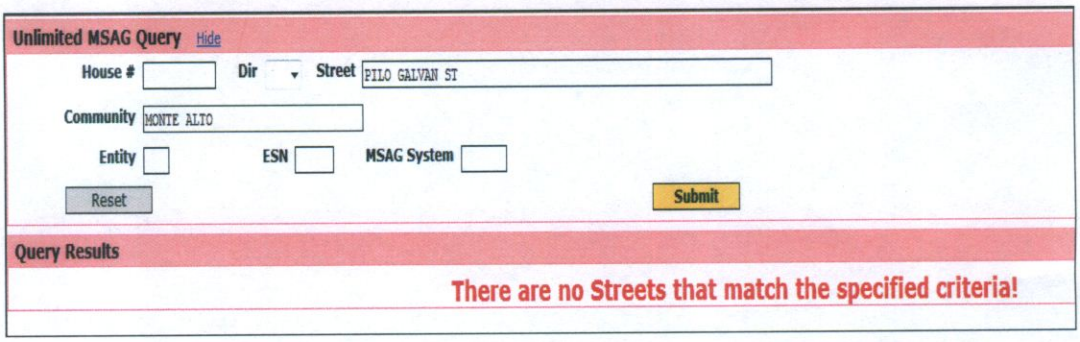
EXECUTIVE DIRECTOR
Kenneth N. Jones, Jr.

February 11, 2013

A.C. Cuellar, JR
Hidalgo County Precinct 1
1902 Joe Stephens Ave
Weslaco, TX 78596

The LRGVDC 9-1-1 Department acknowledges the County's notification on the following: **PROPOSED ST NAME: PILO GALVAN ST** – this proposed street name is to rename the existing FLETCHER AVE in the Monte Alto community.

We did a query on the state 9-1-1 database and found no match for the recommend name in the system whatsoever. So, we recommend this name to be used for naming the road specified.



ACKNOWLEDGED ON: February 8, 2013
RESEARCHED BY: Maggie Garza
TITLE: Planner I

COUNTY of HIDALGO



A. C. Cuellar Jr.
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

February 8, 2013

Mr. Juan Gomez
Regional 911 Systems.
Lower Rio Grande Valley Development Council
301 W Railroad
Weslaco, TX 78596
Tel: 956.682.3481/Fax: 956.631.4670

Dear Mr. Gomez,

From time to time we at Hidalgo County get an opportunity to honor deserving residents for life long contributions to our community. Mr. Pilo Galvan; a veteran of Korean War; he contributed a life long of service to the community of Monte Alto throughout his adult life. As a member of the Lions Club he was instrumental in moving a catholic church to the community. Mr. Galvan was instrumental in starting a fire department for the community of Monte Alto.

He has been honored for his unselfish service to his community by The Spanish language program of the eighties and nineties "Aqui Rolgelio" as "Citizen of the Week" and more recently by the Channel five "Con Mi Gente" public affair program. We are in receipt of a petition of most of the residents living along Fletcher Avenue to change the name of this road to Pilo Galvan Road in his honor.

I formally request your assistance in achieving this request. I realize that it requires your review of the viability of the name change to assure that the 911 system can function without problems. I thank you for your cooperation. Attached is a map describing the road.

Respectfully,

AC Cuellar

A.C. Cuellar, Jr. Hidalgo County Commissioner Precinct One



COUNTY of HIDALGO



A.C. CUELLAR, JR.
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

PETITION TO NAME A RURAL ROAD

We the undersigned residents of Fletcher Street located in Monte Alto would like to name our street Pilo Galvan Street.

Rene y Elsa Elisseteche		8302 Yates Ave Monte Alto, TX
Mauro Ramerz	1/28/12	8305 Vernon St. Monte Alto, TX
Eliud y Elma Rivera	2-25-12	8336 Hidalgo ave monte Alto tx 78538
Maria Elizalde	2-25-12	8256 Mateo Escobar 78538
Laura Osuna	2/25/12	8240 Guadalupe TX 78538
Socorro Cta	2/25/12	8223 Guadalupe TX 78538
Alejandro H.	2/25/12	25121 F.M. 88 Edcouch Tx. 78538
Jesus H. Rios	3/10/12 mailing	12114 FM 2812 Monte Alto Tx. 78538.
Inocencia Baca Rios	3/10/12	12114 FM 2812 Monte Alto 78538
Nohemi Garza	3/10/12	25133 Fletcher Blvd Monte Alto

THE COUNTY OF HIDALGO TEXAS

COUNTY of HIDALGO



A.C. CUELLAR, JR.
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

PETITION TO NAME A RURAL ROAD

We the undersigned residents of Fletcher Street located in Monte Alto would like to name our street Pilo Galvan Street.

Hectors & Maria A. Galvan	3/17/12	8255 MATEO ESCOBAR ST.
Dionicio Borrego	3/17/12	8345 Garcia Ave. Monte Alto, Texas
Edward Torres	3/24/12	8240 Mate Escobar St
Natividad Valdez	3/24/12	8225 Mate Jesus B. Monte Alto Tex
Guillermina Valdez	3/24/12	8285 Jesus B. Mate Alto Tex 78538
Jose y Dora Martinez	3/24/12	8230 Jesus Bazan Monte Alto TX 78538
Monte Alto VFD	3/24/12	25141 FM 88 Monte Alto TX David Garcia

THE COUNTY OF HIDALGO TEXAS

AI-36892 **Budget and Management 19. A. 1.**

CC REGULAR

Meeting Date: 04/02/2013

Submitted By: Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #2

Information

CAPTION

PCT. 2 TXDOT (1315)
Approval of 2013 interfund transfer from Pct. 2 Road Maintenance (fund 1200) fund balance to TXDOT-Thomas Rd. (Jackson - Stewart) Project (fund 1315, program#085) in the amount of $178,142 to fund local participation for preliminary engineering as per Advanced Funding Agreement (AFA).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-122-XXX-0-XXX

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

BUDGETARY IMPACT:

Available balance from R&B fund balance $3,250,661.01

Attachments

INTERFUND TRF

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/15/2013 01:41 PM
Roland Garcia	Rolando Garcia	03/28/2013 07:34 AM
Purchasing Department	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Katia Garcia Started On: 02/07/2013 03:31 PM

Final Approval Date: 03/28/2013

DATE: March 15, 2013

DEPARTMENT HEAD: Commissioner Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct 2
Pct. 2 TXDOT

2013
Interfund Transfer

ACCOUNT NUMBER: **2-1XXX-XX1-0X-122-XXX-0-XXX**

CONTACT PERSON: Katia Garcia **PHONE:** (956) 787-1891 ext. 2027

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1200-491-01-122-315-0-	**891**	**Transfers Out-**	**TXDOT Projects**	**178,142.00**

3-1315-391-01-122-200-0-	**000**	**Transfers In-**	**R & B Pct. 2**	**178,142.00**
3-1315-431-00-122-085-0-	731	TXDOT-Thomas Rd.(Jcksn-Stewart)	Roads	58,786.86
3-1315-431-00-122-085-0-	841	TXDOT-Thomas Rd.(Jcksn-Stewart)	Aid to Govt Agency	119,355.14

TOTAL BUDGET INCREASE (DECREASE) **178,142.00**

REASON: Interfund transfer from Pct. 2 R & B (1200) Fund Balance to TXDOT-Thomas Rd. (Jackson - Stewart) (1315) to fund local participation for preliminary engineering as per Advanced Funding Agreement (AFA).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** / / **ATTEST COUNTY CLERK**

AI-37661 **Purchasing Department 20. A. 3.**

CC REGULAR

Meeting Date: 04/02/2013

Submitted For: Martha Salazar **Submitted By:** Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of multiple bids received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contracts for: Hidalgo County-"Type D Hot Mix Asphalt (Gravel & Limestone)" through Bid No.: 2013-011-02-20-SGS.

BACKGROUND

Current contract expires on: April 06, 2013.
New contract will commence on April 07, 2013.
Contract was reviewed and approved by legal counsel as to form.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** VARIOUS

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

BUDGETARY IMPACT:

See the attached exp report for possible funding sources and availability of funds.
Funds must be in place at time of purchase.

Attachments

Packet to Award
Contract-Frontera -Limestone
Contract-Valley Caliche-Gravel
exp report

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/26/2013 04:01 PM
Budget & Management	Ivan Cantu	03/27/2013 07:57 AM
Rosalinda Cantu	Rosie Cantu	03/27/2013 02:15 PM
Auditor's Office	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Sandy Suarez Started On: 03/13/2013 02:31 PM

Final Approval Date: 03/28/2013

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

Date: February 20, 2013

TO: **Hon. A.C. Cuellar Jr., Commissioner**
Hidalgo County Precinct No. 1

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3

TO: **Hon. Hector Palacios, Commissioner**
Hidalgo County Precinct No. 2
Attn: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Mr.Marcos Lopez, Chief Administrator

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department
RE: BID AWARD RECOMMENDATION/CONCURRENCE REQUEST
Bid No. 2013-011-02-20-SGS- Hidalgo County- "TYPE D HOT MIX ASPHALT (GRAVEL & LIMESTONE)"

Attached you will find a copies of two (2) bid responses. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

We would like to present your recommendation on the next proposed Commissioner's Count Meeting; therefore, we need your response no later than **Tuesday, February 27, 2013 @ 8:30 a.m.** to be able to present to Commissioner's Court on **March 12, 2013.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-318-2629 or via email to: sandy.suarez@co.hidalgo.tx.us.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

Please Indicate Awarded Vendor(s) Name Below.

COMMENTS/CONCERNS: We are recommending the Progreso, Frontera for the Limestone, and the Valley Caliche for the Gravel.

BUDGET ACCOUNT #: 3-1200-431-00-121-005-0-673

Authorized Signature	Printed Name	Department	Date
	Paul Lozano	Pct. 1	2-21-13

Enclosures

Pct 1

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

Date: February 20, 2013

TO: **Hon. A.C. Cuellar Jr., Commissioner**
Hidalgo County Precinct No. 1

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3

TO: **Hon. Hector Palacios, Commissioner**
Hidalgo County Precinct No. 2
Attn: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Mr.Marcos Lopez, Chief Administrator

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department
RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2013-011-02-20-SGS- Hidalgo County- "TYPE D HOT MIX ASPHALT (GRAVEL & LIMESTONE)"

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If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

Please Indicate Awarded Vendor(s) Name Below.

COMMENTS/CONCERNS:
#2 Montes Material Inc. for Gravel & Limestone
"Vendor is closed to project"
Account varies based on Projects
BUDGET ACCOUNT #: 5-1200-431-00-122-26-0-673

Ricardo Cuellar — RICARDO CUELLAR — R E B — 2/21/13

Authorized Signature — Printed Name — Department — Date

Enclosures

Pd 2

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

Date: February 20, 2013

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Hidalgo County Precinct No. 1

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If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

Please Indicate Awarded Vendor(s) Name Below.

COMMENTS/CONCERNS: Lowest Bidder - Valley Calcine - Hot Mix Asphalt Gravel
All Bidders - Exceptions Disqualified - Hot Mix Asphalt Limestone

BUDGET ACCOUNT #: 3-206-431-10-193-005.1-731 out of Fund

Authorized Signature	Printed Name	Department	Date
	Joe M. Flores	Pct #3	2/20/13

Enclosures

2/22/13
2/26/13 - Approved and Faxed
To Purchasing

3/1/13
Approved, please
award the Limestone
to Exxon Mobil

E-MAILED
2 Copies 2/22/13

2-1-2013

Pct 3

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

Date: February 20, 2013

TO: **Hon. A.C. Cuellar Jr., Commissioner**
Hidalgo County Precinct No. 1

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3

TO: **Hon. Hector Palacios, Commissioner**
Hidalgo County Precinct No. 2
Attn: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Mr.Marcos Lopez, Chief Administrator

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department
RE: BID AWARD RECOMMENDATION/CONCURRENCE REQUEST
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If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

Please Indicate Awarded Vendor(s) Name Below.

COMMENTS/CONCERNS: Valley Caliche-Gravel ; Frontera-Gravel & Limestone
Pct 4 is recommending award to both vendors, this will provide the availability of material at all times should one of the other plant(s) be shut down.

BUDGET ACCOUNT #: 3-1200-431-00-124-007-0-731

Authorized Signature	Printed Name	Department	Date
	Marcos Lopez	Pct 4	3/6/13

Enclosures

Pct 4

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY	
BID OPENING DATE: February 20, 2013	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "TYPE D HOT MIX ASPHALT(GRAVEL & LIMESTONE)"	
BID NO: 2013-011-02-20-SGS	**BUYER: Sandy Suarez**

	NAME OF COMPANY/PLANT LOCATION	PRICE PER TON	TOTAL PRICE
	VALLEY CALICHE PRODUCTS, INC. 2 ½ Mi North Iowa Rd. Mission, TX.	**GRAVEL** (PRICE PER TON)	
		$ 55.00/ton	$ 55.00/ton
	FRONTERA MATERIALS, INC. Progresso: .5 Mi E. of FM 1015 on Military Hwy 281 Progresso, TX.	**LIMESTONE** (PRICE PER TON)	
		$ 58.00/ton	$ 58.00/ton

Internal Use Only: Commodity Code: 745-11

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: FEBURARY 20, 2013 **BID OPENING TIME:** 9:30 A.M

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY (All Sources, Programs and Entities) "TYPE D HOT MIX ASPHALT(GRAVEL & LIMESTONE)"

BID NO: 2013-011-02-20-SGS

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1. Progreso Materials Attn: Erica Benavides	e-mail	Sandy Suarez	02/04/13	PO Box 250 McAllen, Tx 78505 956-618-0140 Fax: 630-5869 progresomaterials@yahoo.com
2. Valley Caliche Attn: Mark Motheral	e-mail	Sandy Suarez	02/04/13	PO Box 1086 Mission, Tx 78573 581-2751 Fax: 585-6844 valleycaliche@aol.com
3.) Frontera Materials Inc. Attn: Barry M. Ehlinger	e-mail	Sandy Suarez	02/04/13	PO Box 1449 Elsa, Texas 316-8900 Fax: 316-8905 Bmefrontera@aol.com
4.) Chemical Lime Attn:Jim Scholl	e-mail	Sandy Suarez	02/04/13	350 APG Lane New Braunfels, Tx 78132 800-292-5278 Fax: 830-625-4786 Jim.scholl@chemicallime.com
5.) Rio Valley Pipe,LLC Attn:Roger V. Gonzales	e-mail	Sandy Suarez	02/04/13	7301 W. Expressway 83 Mission, Texas 78572 584-5770 Fax: 583-2086 rvproger@yahoo.com
6.) Prime Vendor Attn: Katie Collier	e-mail	Sandy Suarez	02/07/13	Bids3@prime-vendor.com
7.)	e-mail	Sandy Suarez		

*VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

REQUIREMENTS AGREEMENT
C-13-011A-04-02

THIS AGREEMENT (the "Agreement") is entered into as of the 2nd day of **April, 2013** by and between **Frontera Materials Inc.**("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Type D Hot Mix Asphalt-Gravel & Limestone"**, as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year for **Precincts 1-2-3-4**; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Type D Hot Mix Asphalt-Gravel & Limestone,"** in the areas of Hidalgo County projects for **Precincts 1-2-3-4** for a period of one (1) year commencing **April 7, 2013** and ending **April 6, 2014** and may be extended with the County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

5. General Provisions.

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

latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer: Hidalgo County
Attn: County Judge
302 W. University
Edinburg, Texas 78539

If to Seller: **Frontera Materials,Inc.**
P.O. Box 1449
Elsa, Texas 78543

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

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

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

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

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C"attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering

of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: Frontera Materials, Inc.

By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P

By_____

APPROVED BY COMMISSIONERS COURT ON:_____.

EXHIBIT "A"
REQUEST FOR BID (RFB)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

February 04, 2013

_____

_____

_____

_____

Re: **HIDALGO COUNTY (All Funding Sources, Programs and Entities)**
Request for Bids -**"TYPE D HOT MIX ASPHALT (GRAVEL AND LIMESTONE)**
Bid No: 2013-011-02-20-SGS

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BID (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY
"TYPE D HOT MIX ASPHALT
(GRAVEL & LIMESTONE)"
RFB NO: 2013-011-02-20-SGS

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2.	Request for Bids, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	4
4.	Exhibit B, Bid Page	1
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirements Agreement	7

The above mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

February 04, 2013
Date

Bid No: 2013-011-02-20	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY

"Type D Hot Mix Asphalt (gravel and limestone)"

BID OPENING DATE:

FEBRUARY 20, 2013

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY (All Funding Sources, Programs & Entities) – "Type D Hot Mix Asphalt (Gravel and Limestone)"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2013-011-02-20-SGS HIDALGO COUNTY (All Funding Sources, Programs & Entities)- "Type D Hot Mix Asphalt (Gravel and Limestone)"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, FEBRUARY 20, 2013. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2013-011-02-20-SGS RFB-HIDALGO COUNTY (All Funding Sources, Programs & Entities) – "Type D Hot Mix Asphalt (Gravel and Limestone)".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY(All Funding Sources, Programs & Entities) - "Type D Hot Mix Asphalt (Gravel and Limestone)"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Hidalgo County Auditor's Office
  Ray Eufracio, Auditor
  2808 South Business Hwy 281
  Edinburg, Texas 78539
  ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**FEBRUARY 20, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the

purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to

contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner , Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the

event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

HIDALGO COUNTY
(All Funding Sources, Programs & Entities)
"TYPE D HOT MIX ASPHALT (GRAVEL AND LIMESTONE)"
BID NO.: 2013-011-02-20-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY

(All Funding Sources, Programs & Entities)

"TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE"

BID NO.: 2013-011-02-20-SGS

PROJECT OVERVIEW:

The intention of this Hidalgo County Request for Bids (RFB) is to solicit bids for a term contract for Type D Hot Mix Asphalt – Gravel & Limestone. All purchases will be on an **"as needed basis"** only. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional - one (1) year term under the same rates, terms and conditions.

SPECIFICATIONS:

TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE

SPECIAL CONDITIONS:

Measurements and bid shall be per Ton. There will be a 4.8% to 5.0% Oil Content in the Mixture. The mixture will be mined & loaded by the owner.

REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1 It is intended that the amount of **"TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE"** needed by Hidalgo County will be purchased on an **"as needed basis"**. It shall be agreed & understood that Hidalgo County will purchase no more material than is needed.

2 BID PRICE SHALL BE PER TON

3 Location is an important factor in evaluation of the bids, due to transportation costs which will be taken into consideration if material is picked up at the plant site.

4 When requested, samples shall be furnished free of expense to Hidalgo County.

5 Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.

6 In the event the material furnished does not meet all the above requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

7 It is expressly understood and agreed that in case Hidalgo County should need **"TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE"** and it's not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

8 **Term of Contract:** The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the *option to extend* the contract for one (1) additional - one (1) year term under the same rates, terms and conditions.

9 Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

10 County shall have the right to exercise all or portion of the *Options to Extend* in any combination it deems necessary.

11 Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County

12 Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action

13 Hidalgo County reserves the right to award to ONE or to MULTIPLE vendors, if the County determines it is in its best interest to do so.

14 Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of product, and /or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

15 All costs and expenses associated with the preparation and submission of **(bids, proposals, statements of qualifications (RFQ) and quotes)** shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

16 After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

17 Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

18 Hidalgo County may utilize **"State Awarded Contracts"** when it is in the County best interest to do so.

19 Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

20 **Purchase Order:** Contractor will not supply or deliver any items until a purchase order number is assigned by the designated representative of the County Purchasing Office. **Contractor will reference purchase order and contract number on all invoices submitted to the Hidalgo County Auditor.** Failure to act in this manner may result in termination of this contract.

21 The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases Might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

- Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

- **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or (956)292-7612 OR VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us by NO LATER THAN, WEDNESDAY, FEBRUARY 13, 2013 by 5:00 P.M.** Responses will be sent to all applicants via e-mail by no later than, **FRIDAY, FEBRUARY 15, 2013 by 5:00 P.M.**

EXHIBIT "B"
HIDALGO COUNTY
(All funding, programs & entities)
"TYPE D HOT MIX ASPHALT - GRAVEL & LIMESTONE"
BID NO.: 2013-011-02-20-SGS

BID PAGE

BID PRICE PER TON (GRAVEL): $_____

BID PRICE PER TON (LIMESTONE): $_____

PHYSICAL LOCATION OF PIT(S): _____

_____

_____

_____

_____

Internal use only- Commodity Code: 745-11 Asphalt, pervious Hot Mix

BIDDERS INFORMATION

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO/FAX NO: _____

CELL PHONE NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

TERM: term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional one (1) year term under the same rates, terms and conditions.

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C.

INSURER D.

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☐ 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 OTHER				WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED: INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

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

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
Thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:_____Disadvantaged Business (At Least 51% Ownership)

_Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: Yes No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee [1] The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

REQUIREMENTS AGREEMENT
C-13-011-00-00

THIS AGREEMENT (the "Agreement") is entered into as of the _____day of _____, 2013 by and between _____ ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Type D Hot Mix Asphalt-Gravel & Limestone"**, as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Type D Hot Mix Asphalt-Gravel & Limestone,"** in the areas of Hidalgo County projects for a period of one (1) year commencing April 7, 2013 and ending April 6, 2014 and may be extended with the County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

5. General Provisions.

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

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latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer: Hidalgo County
Attn: County Judge
302 W. University
Edinburg, Texas 78539

If to Seller: _____
_____
_____

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

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

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

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

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

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

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

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit AC@ attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering

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of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____
Printed Name:_____
Title:_____

APPROVED BY COMMISSIONERS COURT ON:_____.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P

By_____

DRAFT

EXHIBIT "A"
REQUEST FOR BID (RFB)
PROCUREMENT PACKET

DRAFT

EXHIBIT "B"
BID PAGE

EXHIBIT "B"
HIDALGO COUNTY
(All funding, programs & entities)
"TYPE D HOT MIX ASPHALT - GRAVEL & LIMESTONE"
BID NO.: 2013-011-02-20-SGS

OPENED 9:43 2-20-13 Witnessed

BID PAGE

BID PRICE PER TON (GRAVEL): $ 58.00/TON FOB La Joya

BID PRICE PER TON (LIMESTONE): $ 58.00/TON FOB Progresso

PHYSICAL LOCATION OF PIT(S):

La Joya: 2.5 miles N of US 83 on FM 2221, La Joya

Progresso: .5 miles E of FM 1015 on Military Hwy 281

Internal use only- Commodity Code: 745-11 Asphalt, pervious Hot Mix

BIDDERS INFORMATION

BIDDER/COMPANY NAME: Frontera Materials, Inc.

ADDRESS: PO Box 1449

CITY/STATE/ZIP: Elsa TX 78543

PHONE NO/FAX NO: 956-316-8954, 8905

CELL PHONE NO: 956-607-5965

E-MAIL ADDRESS: bmefrontera@AOL.com

AUTHORIZED SIGNATURE: Bobby M Ely

TITLE: Materials Mgr.

TERM: term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional one (1) year term under the same rates, terms and conditions.

EXHIBIT "C"
CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/5/2012

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: Araceli Zuniga
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: araceli@mcafeeagency.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Frontera Materials, Inc. P O Box 1449 Elsa TX 78543-1449	INSURER A: Travelers Lloyds Insurance Co	
	INSURER B: Charter Oak Fire Insurance Co	
	INSURER C: Travelers Indemnity Company of	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 12-13 **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: X POLICY PRO-JECT LOC			Y660-7982R146-TLC-12	9/1/2012	9/1/2013	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 X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BA-7986R053-12CAG	9/1/2012	9/1/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
C	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			YSM-CUP-8649R913-TCT-12	9/1/2012	9/1/2013	EACH OCCURRENCE AGGREGATE	$ $	2,000,000 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		YCUB-8027R14-1-12	9/1/2012	9/1/2013	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
Purchasing Department
100 N. Closner Blvd
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

Robert R Garza/AZ

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Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Fwd: Review Of Contract - Type D Hot Mix Gravel & Limestone

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Tue, Mar 19, 2013 03:38 PM
Subject : Fwd: Review Of Contract - Type D Hot Mix Gravel & Limestone
To : Sandra Suarez <sandy.suarez@co.hidalgo.tx.us>, Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

Good Job!

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Tuesday, March 19, 2013 3:35:10 PM
Subject: RE: Review Of Contract - Type D Hot Mix Gravel & Limestone

The revised contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, March 19, 2013 3:04 PM
To: Steve Crain
Cc: Evangelina Garcia; Sandra Suarez
Subject: Fwd: Review Of Contract - Type D Hot Mix Gravel & Limestone

Mr. Crain:
This maybe a duplicate request. If so, disregard. Corrections you brought to our attention have been made.
Marty

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Sandy Suarez" <sandy.suarez@co.hidalgo.tx.us>
Sent: Monday, March 18, 2013 4:44:03 PM
Subject: Re: Fwd: Review Of Contract - Type D Hot Mix Gravel & Limestone

Marty:
Attached for legal's review as to form are the two contracts with the correction under "paragraph m" in order to proceed.

Original Message -----
From: Martha Salazar <martha.salazar@co.hidalgo.tx.us>

REQUIREMENTS AGREEMENT
C-13-011-04-02

THIS AGREEMENT (the "Agreement") is entered into as of the 2nd day of **April 2013** by and between **Valley Caliche Products, Inc.** ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Type D Hot Mix Asphalt-Gravel & Limestone"**, as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year for **Precincts 1-2-3-4**; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Type D Hot Mix Asphalt-Gravel & Limestone,"** in the areas of Hidalgo County projects for **Precincts 1-2-3-4** for a period of one (1) year commencing **April 7, 2013** and ending **April 6, 2014** and may be extended with the County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

5. General Provisions.

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

latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer:	Hidalgo County Attn: County Judge 302 W. University Edinburg, Texas 78539
If to Seller:	**Valley Caliche Products, Inc.** **P.O. Box 1086** **Mission, Texas 78573**

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

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

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

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

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C"attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering

of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: Valley Caliche Products, Inc.

By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P

By_____

APPROVED BY COMMISSIONERS COURT ON:_____.

EXHIBIT "A"
REQUEST FOR BID (RFB)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

February 04, 2013

_____

_____

_____

_____

Re: **HIDALGO COUNTY (All Funding Sources, Programs and Entities)**
Request for Bids -**"TYPE D HOT MIX ASPHALT (GRAVEL AND LIMESTONE)**
Bid No: 2013-011-02-20-SGS

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BID (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY
"TYPE D HOT MIX ASPHALT
(GRAVEL & LIMESTONE)"
RFB NO: 2013-011-02-20-SGS

Item	Description	No. of Pages
1.	Request for Bids Letter	1
2.	Request for Bids, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	4
4.	Exhibit B, Bid Page	1
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirements Agreement	7

The above mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

February 04, 2013
Date

Bid No: 2013-011-02-20	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY

"Type D Hot Mix Asphalt (gravel and limestone)"

BID OPENING DATE:

FEBRUARY 20, 2013

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626



Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY (All Funding Sources, Programs & Entities) – "Type D Hot Mix Asphalt (Gravel and Limestone)"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2013-011-02-20-SGS HIDALGO COUNTY (All Funding Sources, Programs & Entities)- "Type D Hot Mix Asphalt (Gravel and Limestone)"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, FEBRUARY 20, 2013. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2013-011-02-20-SGS RFB-HIDALGO COUNTY (All Funding Sources, Programs & Entities) – "Type D Hot Mix Asphalt (Gravel and Limestone)".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent

(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - **HIDALGO COUNTY(All Funding Sources, Programs & Entities) - "Type D Hot Mix Asphalt (Gravel and Limestone)"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  - e) Contract number must be indicated.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Hidalgo County Auditor's Office
  Ray Eufracio, Auditor
  2808 South Business Hwy 281
  Edinburg, Texas 78539
  ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**FEBRUARY 20, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the

purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to

contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner , Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the

event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

HIDALGO COUNTY
(All Funding Sources, Programs & Entities)
"TYPE D HOT MIX ASPHALT (GRAVEL AND LIMESTONE)"
BID NO.: 2013-011-02-20-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS
HIDALGO COUNTY
(All Funding Sources, Programs & Entities)
"TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE"
BID NO.: 2013-011-02-20-SGS

PROJECT OVERVIEW:

The intention of this Hidalgo County Request for Bids (RFB) is to solicit bids for a term contract for Type D Hot Mix Asphalt – Gravel & Limestone. All purchases will be on an **"as needed basis"** only. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional - one (1) year term under the same rates, terms and conditions.

SPECIFICATIONS:

TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE

SPECIAL CONDITIONS:

Measurements and bid shall be per Ton. There will be a 4.8% to 5.0% Oil Content in the Mixture. The mixture will be mined & loaded by the owner.

REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1 It is intended that the amount of **"TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE"** needed by Hidalgo County will be purchased on an **"as needed basis"**. It shall be agreed & understood that Hidalgo County will purchase no more material than is needed.

2 BID PRICE SHALL BE PER TON

3 Location is an important factor in evaluation of the bids, due to transportation costs which will be taken into consideration if material is picked up at the plant site.

4 When requested, samples shall be furnished free of expense to Hidalgo County.

5 Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.

6 In the event the material furnished does not meet all the above requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

7 It is expressly understood and agreed that in case Hidalgo County should need **"TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE"** and it's not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

8 **Term of Contract:** The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the *option to extend* the contract for one (1) additional - one (1) year term under the same rates, terms and conditions.

9 Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

10 County shall have the right to exercise all or portion of the *Options to Extend* in any combination it deems necessary.

11 Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County

12 Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action

13 Hidalgo County reserves the right to award to ONE or to MULTIPLE vendors, if the County determines it is in its best interest to do so.

14 Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of product, and /or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

15 All costs and expenses associated with the preparation and submission of **(bids, proposals, statements of qualifications (RFQ) and quotes)** shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

16 After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

17 Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

18 Hidalgo County may utilize **"State Awarded Contracts"** when it is in the County best interest to do so.

19 Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

20 **Purchase Order:** Contractor will not supply or deliver any items until a purchase order number is assigned by the designated representative of the County Purchasing Office. **Contractor will reference purchase order and contract number on all invoices submitted to the Hidalgo County Auditor.** Failure to act in this manner may result in termination of this contract.

21 The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases Might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

- Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

- **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or (956)292-7612 OR VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us by NO LATER THAN, WEDNESDAY, FEBRUARY 13, 2013 by 5:00 P.M.** Responses will be sent to all applicants via e-mail by no later than, **FRIDAY, FEBRUARY 15, 2013 by 5:00 P.M.**

EXHIBIT "B"
HIDALGO COUNTY
(All funding, programs & entities)
"TYPE D HOT MIX ASPHALT - GRAVEL & LIMESTONE"
BID NO.: 2013-011-02-20-SGS

BID PAGE

BID PRICE PER TON (GRAVEL): $_____

BID PRICE PER TON (LIMESTONE): $_____

PHYSICAL LOCATION OF PIT(S): _____

_____

_____

_____

_____

Internal use only- Commodity Code: 745-11 Asphalt, pervious Hot Mix

BIDDERS INFORMATION

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO/FAX NO: _____

CELL PHONE NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

TERM: term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional one (1) year term under the same rates, terms and conditions.

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE $
					FIRE DAMAGE (Any one fire) $
					MED EXP (Any one person) $
					PERSONAL & ADV INJURY $
					GENERAL AGGREGATE $
					PRODUCTS - COMP/OP AGG $
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) $
					BODILY INJURY (Per person) $
					BODILY INJURY (Per accident) $
					PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT $
					OTHER THAN EA ACC AUTO ONLY: AGG $
C	EXCESS LIABILITY				EACH OCCURRENCE $
					AGGREGATE $
					$
					$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- TORY LIMITS OTHER
					E.L. EACH ACCIDENT $
					E.L. DISEASE - EA EMPLOYEE $
	OTHER				E.L. DISEASE - POLICY LIMIT $

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

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

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 05/25/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
Thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ( )
dba Name:	
Legal Name:	
Mailing Address :	Fax No. ( )
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: _____ Disadvantaged Business (At Least 51% Ownership)

Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: Yes No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____ Entry Date: _____ Vendor No.:

Revised12/14/05

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when *required* (see the *Part II instructions* on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), *or*

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

REQUIREMENTS AGREEMENT
C-13-011-00-00

THIS AGREEMENT (the "Agreement") is entered into as of the _____day of _____, 2013 by and between _____ ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Type D Hot Mix Asphalt-Gravel & Limestone"**, as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Type D Hot Mix Asphalt-Gravel & Limestone,"** in the areas of Hidalgo County projects for a period of one (1) year commencing April 7, 2013 and ending April 6, 2014 and may be extended with the County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

5. General Provisions.

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

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latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer: Hidalgo County
Attn: County Judge
302 W. University
Edinburg, Texas 78539

If to Seller: _____
_____
_____

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

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

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

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

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

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

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

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit AC» attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering

DRAFT

of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____
Printed Name:_____
Title:_____

APPROVED BY COMMISSIONERS COURT ON:_____.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P

By_____

DRAFT

EXHIBIT "B"
BID PAGE

EXHIBIT "B"
HIDALGO COUNTY
(All funding, programs & entities)
"TYPE D HOT MIX ASPHALT - GRAVEL & LIMESTONE"
BID NO.: 2013-011-02-20-SGS

BID PAGE

BID PRICE PER TON (GRAVEL): $ 55.00 (FIFTY-FIVE DOLLARS) PER TON F.O.B. PLANT.

BID PRICE PER TON (LIMESTONE): $ NO BID.

PHYSICAL LOCATION OF PIT(S): HOT MIX PLANT IS LOCATED AT 2½ MILE NORTH IOWA ROAD IN MISSION, HIDALGO COUNTY, TEXAS.

OPENED
9:42
2-20-13
Witnessed

Internal use only- Commodity Code: 745-11 Asphalt, pervious Hot Mix

BIDDERS INFORMATION

BIDDER/COMPANY NAME: VALLEY CALICHE PRODUCTS, INC.
ADDRESS: P.O. BOX 1086
CITY/STATE/ZIP: MISSION, TEXAS 78573
PHONE NO/FAX NO: PHONE (956) 581-2751 FAX (956) 585-6844
CELL PHONE NO: N/A
E-MAIL ADDRESS: valleycaliche@aol.com
AUTHORIZED SIGNATURE: Mark Motheral
TITLE: MARK MOTHERAL

TERM: term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional one (1) year term under the same rates, terms and conditions.

EXHIBIT "C"
CERTIFICATE OF INSURANCE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/05/2013

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

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

PRODUCER	R. N. Jones Agency, Inc. 510 E. Harrison (78550) P. O. Box 532267 Harlingen TX 78553-2267
INSURED	Valley Caliche Products, Inc. P O Box 1086 Mission TX 78573-1086

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 423-1147 FAX (A/C, No): (956) 423-3905
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Texas Mutual Insurance Co	
INSURER B: Philadelphia Indemnity IC	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
B	AUTOMOBILE LIABILITY			PHPK965945	03/08/2013	03/08/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS	X					BODILY INJURY (Per accident)	$
X	HIRED AUTOS	X					PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF-0012396501	05/11/2012	05/11/2013	WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N		N/A				E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept.
2802 South Bus. Highway 281
Edinburg TX 78539

CANCELLATION

AI 000270

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/08/2013

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

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

PRODUCER
Crump Insurance Services, Inc
13105 Northwest freeway, Suite 950
Houston TX 77040

CONTACT NAME:
PHONE (A/C, No, Ext): (713) 690-0500 FAX (A/C, No): (713) 690-8319
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Admiral Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Valley Caliche Products, Inc.
P O Box 1086
Mission TX 78573-1086

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			CA0000014804-04	03/01/2013	03/01/2014	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (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 Purchasing Dept.
2802 South Bus. Highway 281
Edinburg TX 78539-

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

AI 000270

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AGENCY CUSTOMER ID: C00348

VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 03/07/2013

AGENCY	CARRIER	NAIC CODE
R. N. Jones Agency, Inc.	Philadelphia Indemnity IC	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
PHPK985945	03/08/2013	Valley Caliche

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE	MODEL	BODY TYPE	VIN	VEHICLE TYPE (PP / SPEC / COML)	SYM / AGE	COMP / OTC SYM	COLL SYM
1	2003	Ford	F-250		1FTNW20L43EA88580				

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE				CHECK COVERAGES														
	PLEASURE	COMML	FOR HIRE		LIAB	ADDL NO-FAULT	X	UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV	COMP / OTC	SPEC C OF L
	FARM	RETAIL		X	MED PAY			TOWING & LABOR		FT		COMP / OTC		FG		AA	ST AMT	$
DRIVE TO WORK / SCHOOL		SERVICE			NO-FAULT	X	UNINS MOTOR	SPEC C OF L		FTW		COLL			$		$	COLL
	< 15 MILES	15 MILES +	NET VEH DRCR:												TOTAL PREM: $			

VEH #	YEAR	MAKE	MODEL	BODY TYPE	VIN	VEHICLE TYPE (PP / SPEC / COML)	SYM / AGE	COMP / OTC SYM	COLL SYM
2	2005	Ford	F-150 Crew Cab		1FTPW14555KC05582				

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE				CHECK COVERAGES														
	PLEASURE	COMML	FOR HIRE		LIAB	ADDL NO-FAULT	X	UNDRINS MOTOR		F	X	LSP		RENT REIMB	DEDUCTIBLES		ACV	COMP / OTC	X	SPEC C OF L
	FARM	RETAIL		X	MED PAY			TOWING & LABOR		FT		COMP / OTC		FG		AA	ST AMT	$ 409	
DRIVE TO WORK / SCHOOL		SERVICE			NO-FAULT	X	UNINS MOTOR	SPEC C OF L		FTW	X	COLL			$		$ 409		COLL
	< 15 MILES	15 MILES +	NET VEH DRCR:												TOTAL PREM: $			

VEH #	YEAR	MAKE	MODEL	BODY TYPE	VIN	VEHICLE TYPE (PP / SPEC / COML)	SYM / AGE	COMP / OTC SYM	COLL SYM
3	2005	Ford	F-150 Supercab		1FTRX12W55NA52681				

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES														
	PLEASURE	COMML	FOR HIRE		LIAB	ADDL NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV	COMP / OTC		SPEC C OF L
	FARM	RETAIL			MED PAY			TOWING & LABOR		FT		COMP / OTC		FG		AA	ST AMT	$	
DRIVE TO WORK / SCHOOL		SERVICE			NO-FAULT		UNINS MOTOR	SPEC C OF L		FTW		COLL			$		$		COLL
	< 15 MILES	15 MILES +	NET VEH DRCR:												TOTAL PREM: $			

VEH #	YEAR	MAKE	MODEL	BODY TYPE	VIN	VEHICLE TYPE (PP / SPEC / COML)	SYM / AGE	COMP / OTC SYM	COLL SYM
4	2006	Ford	F-250		1FTSW20526ED75434				

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE				CHECK COVERAGES														
	PLEASURE	COMML	FOR HIRE		LIAB	ADDL NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV	COMP / OTC		SPEC C OF L
	FARM	RETAIL			MED PAY			TOWING & LABOR		FT		COMP / OTC		FG		AA	ST AMT	$	
DRIVE TO WORK / SCHOOL		SERVICE			NO-FAULT		UNINS MOTOR	SPEC C OF L		FTW		COLL			$		$		COLL
	< 15 MILES	15 MILES +	NET VEH DRCR:												TOTAL PREM: $			

VEH #	YEAR	MAKE	MODEL	BODY TYPE	VIN	VEHICLE TYPE (PP / SPEC / COML)	SYM / AGE	COMP / OTC SYM	COLL SYM
5	2007	Ford	F-550		1FDAF56P47EA56948				

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES														
	PLEASURE	COMML	FOR HIRE		LIAB	ADDL NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV	COMP / OTC		SPEC C OF L
	FARM	RETAIL			MED PAY			TOWING & LABOR		FT		COMP / OTC		FG		AA	ST AMT	$	
DRIVE TO WORK / SCHOOL		SERVICE			NO-FAULT		UNINS MOTOR	SPEC C OF L		FTW		COLL			$		$		COLL
	< 15 MILES	15 MILES +	NET VEH DRCR:												TOTAL PREM: $			

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AGENCY CUSTOMER ID: C00346

ACORD

VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 03/07/2013

AGENCY	CARRIER	NAIC CODE
R. N. Jones Agency, Inc.	Philadelphia Indemnity IC	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
PHPK985945	03/08/2013	Valley Caliche

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE	MODEL	BODY TYPE	VIN	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
6	2000	Ford	F-550		1FDAF56F8YEC72365	PP / SPEC / COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE				CHECK COVERAGES														
	PLEASURE	COMM'L	FOR HIRE		ADDL NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV	COMP / OTC	SPEC C OF L
		RETAIL		LIAB	MED PAY		TOWING & LABOR		FT		COMP / OTC		FG		AA	ST AMT	$	
	FARM	SERVICE		NO-FAULT	UNINS MOTOR		SPEC C OF L		FTW		COLL			$		$		COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	VIN	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
7	2003	Ford	F-350		1FDWF36LX3EB21553	PP / SPEC / COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$12,675

USE				CHECK COVERAGES														
X	PLEASURE	COMM'L	FOR HIRE		ADDL NO-FAULT	X	UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV	COMP / OTC	SPEC C OF L
		RETAIL		X LIAB	MED PAY		TOWING & LABOR		FT		COMP / OTC		FG		AA	ST AMT	$	
	FARM	SERVICE		NO-FAULT	X UNINS MOTOR		SPEC C OF L		FTW		COLL			$		$		COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	VIN	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
9	1996	Big Tex	30LP		16VDXD815T1C77078	PP / SPEC / COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES														
	PLEASURE	COMM'L	FOR HIRE		ADDL NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV	COMP / OTC	SPEC C OF L
		RETAIL		LIAB	MED PAY		TOWING & LABOR		FT		COMP / OTC		FG		AA	ST AMT	$	
	FARM	SERVICE		NO-FAULT	UNINS MOTOR		SPEC C OF L		FTW		COLL			$		$		COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	VIN	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
10	1996	Big Tex	12PI		4K8PX162XT1310719	PP / SPEC / COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES														
	PLEASURE	COMM'L	FOR HIRE		ADDL NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV	COMP / OTC	SPEC C OF L
		RETAIL		LIAB	MED PAY		TOWING & LABOR		FT		COMP / OTC		FG		AA	ST AMT	$	
	FARM	SERVICE		NO-FAULT	UNINS MOTOR		SPEC C OF L		FTW		COLL			$		$		COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	VIN	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
11	1998	Big Tex	50LA		4K8NX1625W1C34411	PP / SPEC / COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE				CHECK COVERAGES														
	PLEASURE	COMM'L	FOR HIRE		ADDL NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES		ACV	COMP / OTC	SPEC C OF L
		RETAIL		LIAB	MED PAY		TOWING & LABOR		FT		COMP / OTC		FG		AA	ST AMT	$	
	FARM	SERVICE		NO-FAULT	UNINS MOTOR		SPEC C OF L		FTW		COLL			$		$		COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

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AGENCY CUSTOMER ID: C00345

ACORD®

VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 03/07/2013

AGENCY	CARRIER	NAIC CODE
R. N. Jones Agency, Inc.	Philadelphia Indemnity IC	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED & Valley Caliche
PHPK985945	03/09/2013	

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE	MODEL	BODY TYPE	VIN	VEHICLE TYPE (PP / SPEC / COML)	SYM / AGE	COMP / OTC SYM	COLL SYM
13	1998	International	1954		1HTLDUXP5GHA29099				

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L / F / FT / FTW / LSP / COMP / OTC / COLL / RENT REIMB / FG

DEDUCTIBLES: ACV / COMP / OTC / SPEC C OF L / AA / ST AMT $ / $ / $ COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + / NET VEH DRIVR

TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	VIN	VEHICLE TYPE (PP / SPEC / COML)	SYM / AGE	COMP / OTC SYM	COLL SYM
14	1989	International	1954		1HTLDTVP4KH669984				

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L / F / FT / FTW / LSP / COMP / OTC / COLL / RENT REIMB / FG

DEDUCTIBLES: ACV / COMP / OTC / SPEC C OF L / AA / ST AMT $ / $ / $ COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + / NET VEH DRIVR

TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	VIN	VEHICLE TYPE (PP / SPEC / COML)	SYM / AGE	COMP / OTC SYM	COLL SYM
22	2003	Ford	F250		1FTNX20LX3EB74737				

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L / F / FT / FTW / LSP / COMP / OTC / COLL / RENT REIMB / FG

DEDUCTIBLES: ACV / COMP / OTC / SPEC C OF L / AA / ST AMT $ / $ / $ COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + / NET VEH DRIVR

TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	VIN	VEHICLE TYPE (PP / SPEC / COML)	SYM / AGE	COMP / OTC SYM	COLL SYM
23	2004	Ford	F250		1FTNW21P54EB53459				

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L / F / FT / FTW / LSP / COMP / OTC / COLL / RENT REIMB / FG

DEDUCTIBLES: ACV / COMP / OTC / SPEC C OF L / AA / ST AMT $ / $ / $ COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + / NET VEH DRIVR

TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	VIN	VEHICLE TYPE (PP / SPEC / COML)	SYM / AGE	COMP / OTC SYM	COLL SYM
24	2005	Ford	F250		1FTSW20P75EA10230				

GARAGING ADDRESS: STREET (Required in KY) | CITY | COUNTY | STATE | ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE: PLEASURE / FARM / COMM'L / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / NO-FAULT / ADD'L NO-FAULT / MED PAY / UNINS MOTOR / UNDRINS MOTOR / TOWING & LABOR / SPEC C OF L / F / FT / FTW / LSP / COMP / OTC / COLL / RENT REIMB / FG

DEDUCTIBLES: ACV / COMP / OTC / SPEC C OF L / AA / ST AMT $ / $ / $ COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + / NET VEH DRIVR

TOTAL PREM: $

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AGENCY CUSTOMER ID: C00346

VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 03/07/2013

AGENCY	CARRIER	NAIC CODE
R. N. Jones Agency, Inc.	Philadelphia Indemnity IC	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
PHPK985945	03/08/2013	Valley Caliche

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE	MODEL	BODY TYPE	VIN	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
25	2006	Ford	F250		1FTSW20566EA51643	PP / SPEC / COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE: PLEASURE / FARM / COMML / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / MED PAY / NO-FAULT / ADDL NO-FAULT / UNINS MOTOR / TOWING & LABOR / SPEC C OF L / UNINS MOTOR / F / FT / FTW / LSP / COMP / OTC / COLL / RENT REIMB / FG

DEDUCTIBLES: ACV / COMP / OTC / SPEC C OF L / AA / ST AMT $ / $ / $ COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + / NET VEH DISCR:

TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	VIN	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
28	2000	Ford	F-550		1FDAF56F2YED07594	PP / SPEC / COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE: PLEASURE / FARM / COMML / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / MED PAY / NO-FAULT / ADDL NO-FAULT / UNINS MOTOR / TOWING & LABOR / SPEC C OF L / UNINS MOTOR / F / FT / FTW / LSP / COMP / OTC / COLL / RENT REIMB / FG

DEDUCTIBLES: ACV / COMP / OTC / SPEC C OF L / AA / ST AMT $ / $ / $ COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + / NET VEH DISCR:

TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	VIN	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
30	2012	Chevrolet	Silverado		3GCPKREA9CG299778	PP / SPEC / COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$36,523.71

USE: PLEASURE / FARM / COMML / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / MED PAY / NO-FAULT / ADDL NO-FAULT / UNINS MOTOR / TOWING & LABOR / SPEC C OF L / UNINS MOTOR / F / FT / FTW / LSP / COMP / OTC / COLL / RENT REIMB / FG

DEDUCTIBLES: ACV / COMP / OTC / SPEC C OF L / AA / ST AMT $ / $ / $ COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + / NET VEH DISCR:

TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	VIN	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
						PP / SPEC / COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE: PLEASURE / FARM / COMML / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / MED PAY / NO-FAULT / ADDL NO-FAULT / UNINS MOTOR / TOWING & LABOR / SPEC C OF L / UNINS MOTOR / F / FT / FTW / LSP / COMP / OTC / COLL / RENT REIMB / FG

DEDUCTIBLES: ACV / COMP / OTC / SPEC C OF L / AA / ST AMT $ / $ / $ COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + / NET VEH DISCR:

TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	VIN	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
						PP / SPEC / COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE: PLEASURE / FARM / COMML / RETAIL / SERVICE / FOR HIRE

CHECK COVERAGES: LIAB / MED PAY / NO-FAULT / ADDL NO-FAULT / UNINS MOTOR / TOWING & LABOR / SPEC C OF L / UNINS MOTOR / F / FT / FTW / LSP / COMP / OTC / COLL / RENT REIMB / FG

DEDUCTIBLES: ACV / COMP / OTC / SPEC C OF L / AA / ST AMT $ / $ / $ COLL

DRIVE TO WORK / SCHOOL: < 15 MILES / 15 MILES + / NET VEH DISCR:

TOTAL PREM: $

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				2013 Auto
Item	Year	Make	Model	VIN #
TRACTORS				
TRAILERS				
	96	BIG TEX	30LP	16VDXD815T1C77078
	96	BIG TEX	12PI	4K8PX182XT1310719
	98	BIG TEX	50LA	4K8NX1625W1C34411
TRUCKS				
	86	INT'NAL	1954	1HTLDUXP5GHA29099
	89	INT'NAL	1954	1HTLDTVP4KH665984
	00	Ford	F550	1FDAF56F2YED07594
	00	Ford	F550	1FDAF56F8YEC72365
	07	Ford	F550	1FDAF56P47EA58948
PICKUP				
	03	Ford	F250	1FTNW20L43EA89590
	03	Ford	F250	1FTNX20LX3EB74737
	03	Ford	F350	1FDWF36LX3EB21553
	04	Ford	F250	1FTNW21P54EB53459
	05	Ford	F250	1FTSW2OP75EA10230
	05	Ford	F150	1FTPW14555KC65582
	05	Ford	F150	1FTRX12W55NA52681
	06	Ford	F250	1FTSW20566EA51643
	06	Ford	F250	1FTSW20526ED75494
	12	CHEV	Silverado	3GCPKREA9CG299776
		ENO		
		Hired		

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Fwd: Review Of Contract - Type D Hot Mix Gravel & Limestone

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Tue, Mar 19, 2013 03:38 PM
Subject : Fwd: Review Of Contract - Type D Hot Mix Gravel & Limestone
To : Sandra Suarez <sandy.suarez@co.hidalgo.tx.us>, Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

Good Job!

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Tuesday, March 19, 2013 3:35:10 PM
Subject: RE: Review Of Contract - Type D Hot Mix Gravel & Limestone

The revised contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, March 19, 2013 3:04 PM
To: Steve Crain
Cc: Evangelina Garcia; Sandra Suarez
Subject: Fwd: Review Of Contract - Type D Hot Mix Gravel & Limestone

Mr. Crain:
This maybe a duplicate request. If so, disregard. Corrections you brought to our attention have been made.
Marty

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Sandy Suarez" <sandy.suarez@co.hidalgo.tx.us>
Sent: Monday, March 18, 2013 4:44:03 PM
Subject: Re: Fwd: Review Of Contract - Type D Hot Mix Gravel & Limestone

Marty:
Attached for legal's review as to form are the two contracts with the correction under "paragraph m" in order to proceed.

Original Message -----
From: Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
3-1100-432-00-123-001-0-673	PCT3 SANITATION-R&B R&M SUPPLIES	10,000.00	399.75	.00	.00	9,600.25	4.00
3-1100-452-00-122-008-0-673	PCT2 PARKS-R&B R&M SUPPLIES	18,000.00	2,429.56	.00	.00	15,570.44	13.50
3-1100-452-00-122-008-0-731	PCT2 PARKS-ROADS	1,000.00	6,791.40	.00	.00	-5,791.40	679.14
3-1100-452-00-123-008-0-673	PCT3 PARKS-R&B R&M SUPPLIES	15,000.00	.00	.00	.00	15,000.00	.00
3-1200-431-00-121-005-0-673	PCT1 RD MAINT-R&B R&M SUPPLIES	95,605.78	21,173.03	40,289.57	40,289.57	34,143.18	64.29
3-1200-431-00-121-220-0-731	PCT1 BCAP DELTA WEST S/D-ROADS	450.00	450.00	.00	.00	.00	100.00
3-1200-431-00-121-230-0-731	PCT1 BCAP DIMAS #2 & 3-ROADS	11,000.00	10,106.00	.00	.00	894.00	91.87
3-1200-431-00-121-727-0-731	PCT1 BCAP TIJERINA ESTATES-ROADS	450.00	450.00	.00	.00	.00	100.00
3-1200-431-00-121-855-0-731	PCT1 BCAP ASH COUNTRY-ROADS	450.00	450.00	.00	.00	.00	100.00
3-1200-431-00-122-006-0-673	PCT2 RD MAINT-R&B R&M SUPPLIES	47,173.39	16,875.84	11,363.71	11,363.71	18,933.84	59.86
3-1200-431-00-122-006-0-731	PCT2 RD MAINT-ROADS	31,328.75	.00	.00	.00	31,328.75	.00
3-1200-431-00-122-026-0-731	PCT2 OWASSA RD(JACKSON-R.LONGORIA)-ROADS	42,030.00	42,030.00	.00	.00	.00	100.00
3-1200-431-00-122-027-0-731	PCT2 TOWER RD(MOORE-BALLI)-ROADS	231,399.90	231,399.90	.00	.00	.00	100.00
3-1200-431-00-122-028-0-731	PCT2 S.MCCOLL(DCKR-ORNGWD&.5M S.MLTY)-RD	26,550.86	26,550.86	.00	.00	.00	100.00
3-1200-431-00-122-035-0-731	PCT2 ICA W/HIDALGO(VAL-MEX DR)-ROADS	13,929.00	13,929.00	.00	.00	.00	100.00
3-1200-431-00-122-049-0-731	PCT2 TOWER RD(OWASSA-ALAMO CTY LMT)-ROAD	173,119.87	173,119.87	.00	.00	.00	100.00
3-1200-431-00-122-051-0-731	PCT2 EL GATO RD(W ALAMO-TOWER)-ROADS	133,417.11	132,952.25	464.86	464.86	.00	100.00
3-1200-431-00-122-052-0-731	PCT2 EL DORA RD(RETAMA-CESAR CHAVEZ)-ROA	39,289.24	39,289.24	.00	.00	.00	100.00
3-1200-431-00-122-060-0-731	PCT2 ANAYA RD(10TH ST-MCCOLL)-ROADS	119,687.00	119,687.00	.00	.00	.00	100.00
3-1200-431-00-122-061-0-731	PCT2 LAS MILPAS RD(10TH ST-JACKSON)-ROAD	154,145.00	154,145.00	.00	.00	.00	100.00
3-1200-431-00-122-062-0-731	PCT2 DICKER RD(23RD ST-JACKSON RD)-ROAD	176,502.44	38,853.90	.00	.00	137,648.54	22.01
3-1200-431-00-122-065-0-731	PCT2 MINNESOTA RD(S I RD-MAYA DR)-ROAD	8,796.11	8,497.76	298.35	298.35	.00	100.00
3-1200-431-00-122-067-0-731	PCT2 RODRIGUEZ ST(MN-LOPEZVILLE PRK)-RD	32,620.85	32,620.85	.00	.00	.00	100.00
3-1200-431-00-122-083-0-731	PCT2 THOMAS RD(MCCOLL-JACKSON)-ROADS	45,795.00	30,945.00	4,850.00	4,850.00	10,000.00	78.16
3-1200-431-00-122-084-0-731	PCT2-MINNESOTA RD (I RD W-HUISACHE)-ROAD	87,204.22	63,859.41	.00	.00	23,344.81	73.23
3-1200-431-00-122-262-0-731	PCT2 BCAP ESPERANZA EST S/D-ROADS	2,633.72	1,819.72	.00	.00	814.00	69.09
3-1200-431-00-122-596-0-731	PCT2 BCAP RANCHO ESCONDIDO S/D-ROADS	7,736.90	6,310.57	.00	.00	1,426.33	81.56
3-1200-431-00-122-767-0-731	PCT2 BCAP VAL BAR EST-ROADS	4,201.19	4,201.19	.00	.00	.00	100.00
3-1200-431-00-123-005-0-673	PCT3 RD MAINT-R&B R&M SUPPLIES	87,166.61	28,601.47	5,020.14	5,020.14	53,545.00	38.57
3-1200-431-00-123-005-0-731	PCT3 RD MAINT-ROADS	208,933.94	147,500.94	9,015.41	9,015.41	52,417.59	74.91
3-1200-431-00-123-007-0-731	PCT3 LATERAL RD-ROADS	7,697.50	7,697.50	.00	.00	.00	100.00
3-1200-431-00-123-080-0-731	PCT3 M4N (TOMGILL-FM2221)-ROADS	2,682.72	2,682.72	.00	.00	.00	100.00
3-1200-431-00-123-103-0-731	PCT3 MILE 1S (TORDILLO 900'E)-ROADS	16,403.50	15,298.66	1,104.84	1,104.84	.00	100.00
3-1200-431-00-123-587-0-731	PCT3 RAMIREZ SUBDIVISION-ROADS	4,000.00	.00	.00	.00	4,000.00	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
3-1200-431-00-123-589-0-731	PCT3 RAMIREZ SUBDIVISION #3-ROADS	4,000.00	.00	.00	.00	4,000.00	.00
3-1200-431-00-124-007-0-673	PCT4 RD MAINT-R&B R&M SUPPLIES	45,540.00	12,132.26	16,498.03	16,498.03	16,909.71	62.87
3-1200-431-00-124-007-0-731	PCT4 RD MAINT-ROADS	51,849.13	6,400.00	.00	.00	45,449.13	12.34
3-1200-431-00-124-401-0-731	PCT4 BCAP LAKEVIEW S/D-ROADS	4,363.76	4,363.76	.00	.00	.00	100.00
3-1280-431-00-121-946-1-673	PCT1-43-0630-SANTA MARIA RD-R&B R&M SUPP	383.01	.00	.00	.00	383.01	.00
3-1280-431-00-121-947-1-673	PCT1-43-0631-VILLA DRIVE-R&B R&M SUPPLIE	25,290.82	.00	.00	.00	25,290.82	.00
3-1280-431-00-121-948-1-673	PCT1-43-0634-MILE1 W(1)-R&B R&M SUPPLIE	6,389.10	.00	.00	.00	6,389.10	.00
3-1280-431-00-121-949-1-673	PCT1-43-0636-SAN RAFAEL-R&B R&M SUPPLIES	39,232.32	.00	.00	.00	39,232.32	.00
3-1280-431-00-121-951-0-673	PCT1-37-0590-CR MILE 15½ E-R&B R&M SUPPL	27.98	.00	.00	.00	27.98	.00
3-1280-431-00-121-952-0-673	PCT1-37-0602-CR MILE 19 RD-R&B R&M SUPPL	1,218.68	.00	.00	.00	1,218.68	.00
3-1280-431-00-121-953-0-673	PCT1-38-0599-RANCHO TOLUCA RD-R&B R&M SU	39.66	.00	.00	.00	39.66	.00
3-1280-431-00-121-954-0-673	PCT1-39-0600-CR MILE 5½ RD-R&B R&M SUPPL	374.33	.00	.00	.00	374.33	.00
3-1280-431-00-121-955-0-673	PCT1-39-0601-CR MILE 7 RD-R&B R&M SUPPLI	11.14	.00	.00	.00	11.14	.00
3-1280-431-00-121-956-0-673	PCT1-40-0615-CR 2812-R&B R&M SUPPLIES	415.17	.00	.00	.00	415.17	.00
3-1280-431-00-121-957-0-673	PCT1-40-0717-CR MILE 14 RD-R&B R&M SUPPL	3,500.17	.00	.00	.00	3,500.17	.00
3-1280-431-00-121-958-0-673	PCT1-40-0718-CR MILE 12½ E-R&B R&M SUPPL	5,089.57	.00	.00	.00	5,089.57	.00
3-1280-431-00-121-959-0-673	PCT1-40-0721-CR MILE 15 RD-R&B R&M SUPPL	440.22	.00	.00	.00	440.22	.00
3-1280-431-00-121-961-0-673	PCT1-48-0656-CR 3350-R&B R&M SUPPLIES	1,000.44	.00	.00	.00	1,000.44	.00
3-1280-431-00-121-962-0-673	PCT1-48-0711-CR MILE 3 E-R&B R&M SUPPLIE	202.51	.00	.00	.00	202.51	.00
3-1280-431-00-121-963-0-673	PCT1-49-0709-CR MILE 20 RD-R&B R&M SUPPL	99.70	.00	.00	.00	99.70	.00
3-1280-431-00-121-965-0-673	PCT1-53-0659-MARRO RD-R&B R&M SUPPLIES	125.17	.00	.00	.00	125.17	.00
3-1280-431-00-121-967-0-673	PCT1-55-0713-CR MILE 1 E-R&B R&M SUPPLIE	48.11	.00	.00	.00	48.11	.00
3-1280-431-00-121-968-0-673	PCT1-56-0696-ENGLEMAN RD-R&B R&M SUPPLI	88.21	.00	.00	.00	88.21	.00
3-1280-431-00-121-969-0-673	PCT1-63-0710-HILL TOP GARDEN LN-R&B R&M	54.82	.00	.00	.00	54.82	.00
3-1280-431-00-121-973-1-673	PCT1-43-0637-MILE4 W(2)-R&B R&M SUPPLIES	9,514.37	.00	.00	.00	9,514.37	.00
3-1280-431-00-121-974-1-673	PCT1-43-0638-MILE15 N& 4W-R&B R&M SUPPLI	2,681.03	.00	.00	.00	2,681.03	.00
3-1280-431-00-121-975-1-673	PCT1-43-0639-MILE13 N-R&B R&M SUPPLIES	3,305.54	.00	.00	.00	3,305.54	.00
3-1280-431-00-121-976-1-673	PCT1-43-0640-MILE4 W(1)-R&B R&M SUPPLIES	25,546.47	.00	.00	.00	25,546.47	.00
3-1280-431-00-121-977-1-673	PCT1-43-0641-MILE14 1/2 N(1)-R&B R&M SUP	28,295.77	.00	.00	.00	28,295.77	.00
3-1280-431-00-121-978-1-673	PCT1-43-0643-MILE4 1/2 W-R&B R&M SUPPLIE	3,028.10	.00	.00	.00	3,028.10	.00
3-1280-431-00-121-979-1-673	PCT1-43-0644-MILE14 1/2 N(2)-R&B R&M SUP	51,344.38	.00	.00	.00	51,344.38	.00
3-1280-431-00-121-980-1-673	PCT1-44-0647-MILE15 N-R&B R&M SUPPLIES	3,139.33	.00	.00	.00	3,139.33	.00
3-1280-431-00-121-981-1-673	PCT1-44-0648-MILE12 N-R&B R&M SUPPLIES	57,843.11	.00	.00	.00	57,843.11	.00
3-1280-431-00-121-982-1-673	PCT1-44-0649-MILE1 1/2 W-R&B R&M SUPPL	8,234.22	.00	.00	.00	8,234.22	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
3-1280-431-00-121-983-1-673	PCT1-44-0650-SAN LUCIA/WIND RD-R&B R&M S	19,382.50	.00	.00	.00	19,382.50	.00
3-1280-431-00-121-984-1-673	PCT1-44-0651-MILE 13 1/2-R&B R&M SUPPLIE	20,954.88	.00	.00	.00	20,954.88	.00
3-1280-431-00-121-985-1-673	PCT1-44-0652-ZAPATA ST-R&B R&M SUPPLIES	7,597.36	.00	.00	.00	7,597.36	.00
3-1280-431-00-121-986-1-673	PCT1-44-0653-MILE 12 1/2 N-R&B R&M SUPPL	70,641.70	.00	.00	.00	70,641.70	.00
3-1280-431-00-121-987-1-673	PCT1-44-0654-MILE 12 N(1)-R&B R&M SUPPL	23,307.71	.00	.00	.00	23,307.71	.00
3-1280-431-00-121-988-1-673	PCT1-44-0658-MILE 12 1/2 N(2)-R&B R&M SU	2,762.96	.00	.00	.00	2,762.96	.00
3-1280-431-00-121-989-1-673	PCT1-44-0662-MILE1 W(2)-R&B R&M SUPPLIE	6,257.73	.00	.00	.00	6,257.73	.00
3-1280-431-00-121-990-1-673	PCT1-44-0664-MILE4 W(3)-R&B R&M SUPPLIE	5,176.48	.00	.00	.00	5,176.48	.00
3-1280-431-00-121-991-1-673	PCT1-44-0670-OLD RIVER RD-R&B R&M SUPPLI	19,825.43	.00	.00	.00	19,825.43	.00
3-1280-431-00-121-992-1-673	PCT1-44-0672-N GNZL RD-R&B R&M SUPPLIES	10,805.17	.00	.00	.00	10,805.17	.00
3-1280-431-00-121-993-1-673	PCT1-44-0679-EARLING/EL DORA RD-R&B SUPP	4,998.57	.00	.00	.00	4,998.57	.00
3-1280-431-00-121-994-1-673	PCT1-46-0642-MILE 19N-R&B SUPPLIES	650.71	.00	.00	.00	650.71	.00
3-1280-431-00-121-995-1-673	PCT1-46-0665-GONZALEZ RD-R&B SUPPLIES	34,554.36	.00	.00	.00	34,554.36	.00
3-1280-431-00-121-996-1-673	PCT1-46-0667-JUAREZ ST-R&B SUPPLIES	4,734.06	.00	.00	.00	4,734.06	.00
3-1280-431-00-121-997-1-673	PCT1-46-0668-MILE 17 N-R&B SUPPLIES	4,998.96	.00	.00	.00	4,998.96	.00
3-1280-431-00-121-998-1-673	PCT1-46-0669-MILE 5 1/2 W-R&B SUPPLIES	2,523.89	.00	.00	.00	2,523.89	.00
3-1280-431-00-121-999-1-673	PCT1-46-0684-MILE 14 1/2 N(3)-R&B SUPPLI	1,243.43	.00	.00	.00	1,243.43	.00
3-1280-431-00-122-983-1-673	PCT2-43-0632-COL GUADALUPE-R&B R&M SUPP	8,446.69	.00	.00	.00	8,446.69	.00
3-1280-431-00-122-984-1-673	PCT2-43-0633-PLANA VISTA SUB-R&B R&M SUP	2,709.13	.00	.00	.00	2,709.13	.00
3-1280-431-00-122-985-1-673	PCT2-43-0676-EL GATO EST-R&B R&M SUPPLIE	2,040.10	.00	.00	.00	2,040.10	.00
3-1280-431-00-122-986-1-673	PCT2-44-0656-AZURE ST-R&B R&M SUPPLIES	2,815.19	.00	.00	.00	2,815.19	.00
3-1280-431-00-122-987-1-673	PCT2-44-0657-ROAD RUNNER S/D-R&B R&M SUP	3,167.17	.00	.00	.00	3,167.17	.00
3-1280-431-00-122-988-1-673	PCT2-46-0682-EL GATO S/D-R&B R&M SUPPLIE	2,168.81	.00	.00	.00	2,168.81	.00
3-1280-431-00-123-952-0-673	PCT3-37-0587-MINNESOTA-R&B R&M SUPPLIES	5,301.00	.00	.00	.00	5,301.00	.00
3-1280-431-00-123-953-0-673	PCT3-37-0592-PALM DR-R&B R&M SUPLLIES	3,210.05	.00	.00	.00	3,210.05	.00
3-1280-431-00-123-954-0-673	PCT3-37-0593-ABRAM RD-R&B R&M SUPPLIES	6,455.05	.00	.00	.00	6,455.05	.00
3-1280-431-00-123-955-0-673	PCT3-37-0594-PUERTO RICO RD-R&B R&M SUPP	3,197.95	.00	.00	.00	3,197.95	.00
3-1280-431-00-123-956-0-673	PCT3-37-0597-JUAJOLOTE RD-R&B R&M SUPPLI	93.47	.00	.00	.00	93.47	.00
3-1280-431-00-123-957-0-673	PCT3-37-0603-MILITARY RD-R&B R&M SUPPLIE	3,040.38	.00	.00	.00	3,040.38	.00
3-1280-431-00-123-958-0-673	PCT3-38-0595-WESTERN AVE-R&B R&M SUPPLIE	4,483.01	.00	.00	.00	4,483.01	.00
3-1280-431-00-123-959-0-673	PCT3-38-0596-BRUSHLINE RD-R&B R&M SUPPLI	6,253.31	.00	.00	.00	6,253.31	.00
3-1280-431-00-123-960-0-673	PCT3-38-0604-COWBOYS RD-R&B R&M SUPPLIES	791.88	.00	.00	.00	791.88	.00
3-1280-431-00-123-961-0-673	PCT3-39-0625-TEN MILE RD-R&B R&M SUPPLIE	.15	.00	.00	.00	.15	.00
3-1280-431-00-123-963-0-673	PCT3-40-0612-CHIHUAHUA RD-R&B R&M SUPPLI	3,714.35	.00	.00	.00	3,714.35	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
3-1280-431-00-123-964-0-673	PCT3-40-0637-KAIMAN RD-R&B R&M SUPPLIES	550.49	.00	.00	.00	550.49	.00
3-1280-431-00-123-966-0-673	PCT3-43-0636-DREAMER RD-R&B R&M SUPPLIES	2,648.93	.00	.00	.00	2,648.93	.00
3-1280-431-00-123-967-0-673	PCT3-43-0638-KUTZUR RD-R&B R&M SUPPLIES	467.55	.00	.00	.00	467.55	.00
3-1280-431-00-123-968-0-673	PCT3-47-0573-TROSPER RD-R&B R&M SUPPLIES	3,170.46	.00	.00	.00	3,170.46	.00
3-1280-431-00-123-969-0-673	PCT3-47-0574-LA HOMA RD-R&B R&M SUPPLIES	5,907.15	.00	.00	.00	5,907.15	.00
3-1280-431-00-123-971-0-673	PCT3-50-0576-DOFFING RD-R&B R&M SUPPLIES	924.21	.00	.00	.00	924.21	.00
3-1280-431-00-123-972-0-673	PCT3-51-0575-INSPIRATION RD-R&B R&M SUPP	4,035.48	.00	.00	.00	4,035.48	.00
3-1280-431-00-123-973-0-673	PCT3-51-0577-TWELVE MILE RD-R&B R&M SUPP	3,114.03	.00	.00	.00	3,114.03	.00
3-1280-431-00-123-974-0-673	PCT3-51-0578-TEXAN AVE-R&B R&M SUPPLIES	7,924.34	.00	.00	.00	7,924.34	.00
3-1280-431-00-123-975-0-673	PCT3-51-0579-IOWA AVE-R&B R&M SUPPLIES	11,878.44	.00	.00	.00	11,878.44	.00
3-1280-431-00-123-976-0-673	PCT3-51-0606-ELEVEN MILE RD-R&B R&M SUPP	570.80	.00	.00	.00	570.80	.00
3-1280-431-00-123-977-0-673	PCT3-51-0607-SIXTEEN MILE RD-R&B R&M SUP	726.03	.00	.00	.00	726.03	.00
3-1280-431-00-123-978-0-673	PCT3-52-0609-NINE MILE-R&B R&M SUPPLIES	1,309.21	.00	.00	.00	1,309.21	.00
3-1280-431-00-123-980-0-673	PCT3-53-0623-THIRTEEN MILE RD-R&B R&M SU	1,450.77	.00	.00	.00	1,450.77	.00
3-1280-431-00-123-982-0-673	PCT3-53-0633-FOURTEEN MILE RD-R&B R&M SU	1,858.56	.00	.00	.00	1,858.56	.00
3-1280-431-00-124-981-1-673	PCT4-43-0629-DILLON RD-R&B R&M SUPPLIES	6,154.46	.00	.00	.00	6,154.46	.00
3-1280-431-00-124-982-1-673	PCT4-43-0635-ROOTH RD-R&B R&M SUPPLIES	7,118.66	.00	.00	.00	7,118.66	.00
3-1280-431-00-124-983-1-673	PCT4-43-0645-ARGENTINA ST-R&B R&M SUPPLI	1,637.83	.00	.00	.00	1,637.83	.00
3-1280-431-00-124-984-1-673	PCT4-44-0660-HOEHN DR S/D-R&B R&M SUPPLI	12,677.54	.00	.00	.00	12,677.54	.00
3-1280-431-00-124-985-1-673	PCT4-44-0663-TEJANO ST-R&B R&M SUPPLIES	1,637.83	.00	.00	.00	1,637.83	.00
3-1280-431-00-124-986-1-673	PCT4-44-0671-SEMINARY RD-R&B R&M SUPPLIE	23,764.24	.00	.00	.00	23,764.24	.00
3-1280-431-00-124-987-1-673	PCT4-44-0673-HOEHN DR-R&B R&M SUPPLIES	5,116.65	.00	.00	.00	5,116.65	.00
3-1280-431-00-124-988-1-673	PCT4-46-0666-TOWER RD-R&B R&M SUPPLIES	4,043.66	.00	.00	.00	4,043.66	.00
3-1280-431-00-124-989-1-673	PCT4-44-0661-OWASSA&TOWER RD-R&B R&M SUP	6,574.55	.00	.00	.00	6,574.55	.00
3-1312-431-00-121-103-1-731	BERNAL HEIGHTS #1-ROADS	48,380.50	.00	.00	.00	48,380.50	.00
3-1312-431-00-121-215-0-731	DE ANDA SUBDIVISION-ROADS	34,216.00	.00	.00	.00	34,216.00	.00
3-1312-431-00-121-220-1-731	DELTA WEST SUBDIVISION-ROADS	217,183.50	.00	.00	.00	217,183.50	.00
3-1312-431-00-121-230-1-731	DIMAS #2 & 3-ROADS	166,296.25	166,296.25	.00	.00	.00	100.00
3-1312-431-00-121-244-1-731	EL MESQUITE-ROADS	134,590.10	68,246.00	4,400.00	4,400.00	61,944.10	53.98
3-1312-431-00-121-388-0-731	LA MILPA S/D-ROADS	38,565.00	.00	.00	.00	38,565.00	.00
3-1312-431-00-121-461-0-731	MID-VALLEY ESTATES-ROADS	1,511.70	.00	1,163.00	1,163.00	348.70	76.93
3-1312-431-00-121-495-1-731	NORTH CAPISALLO-ROADS	36,410.93	3,994.96	21,136.05	21,136.05	11,279.92	69.02
3-1312-431-00-121-727-0-731	TIJERINA ESTATES-ROADS	14,034.25	.00	.00	.00	14,034.25	.00
3-1312-431-00-121-727-1-731	TIJERINA ESTATES-ROADS	91,121.05	.00	.00	.00	91,121.05	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
3-1312-431-00-121-779-0-731	VALLEY VIEW ESTATES-ROADS	97,107.50	.00	.00	.00	97,107.50	.00
3-1312-431-00-121-790-0-731	VILLAGE GROVE #2-ROADS	20,419.00	.00	.00	.00	20,419.00	.00
3-1312-431-00-121-804-0-731	WES-MER SUBDIVISION-ROADS	409.42	.00	.00	.00	409.42	.00
3-1312-431-00-121-855-0-731	ASH COUNTY-ROADS	62,438.50	.00	.00	.00	62,438.50	.00
3-1312-431-00-122-557-1-731	PENTECOSTAL-ROADS	2,874.47	.00	.00	.00	2,874.47	.00
3-1312-431-00-122-596-0-731	RANCHO ESCONDIDO SUBD-ROADS	167,381.43	122,425.43	44,956.00	44,956.00	.00	100.00
3-1312-431-00-122-693-1-731	SOUTH SIDE VILLAGE-ROADS	3,050.10	.00	.00	.00	3,050.10	.00
3-1312-431-00-122-767-1-731	VAL BAR ESTATES-ROADS	67,154.32	67,154.32	.00	.00	.00	100.00
3-1312-431-00-122-900-0-731	MORNINGSIDE SOUTH SUBD-ROADS	4,725.73	.00	.00	.00	4,725.73	.00
3-1312-431-00-123-141-0-731	CASA DE LOS VECINOS-ROADS	317,837.00	283,287.25	.00	.00	34,549.75	89.13
3-1312-431-00-123-234-0-731	DUDE HILL #1-ROADS	46,913.29	46,913.29	.00	.00	.00	100.00
3-1312-431-00-123-312-1-731	HAVANA S/D-ROADS	26,308.00	.00	.00	.00	26,308.00	.00
3-1312-431-00-123-348-0-731	JARDIN TERRACE SUBDIVISION-ROADS	112,194.75	.00	.00	.00	112,194.75	.00
3-1312-431-00-123-385-1-731	LA HOMA RD S S/D-ROADS	3,327.50	.00	.00	.00	3,327.50	.00
3-1312-431-00-123-488-0-731	MUNOZ ESTATES-ROADS	67,773.45	.00	.00	.00	67,773.45	.00
3-1312-431-00-123-536-0-731	PALM LAKE ESTATES #1-ROADS	320,128.93	.00	.00	.00	320,128.93	.00
3-1312-431-00-123-536-1-731	PALM LAKE ESTS #1-ROADS	140,622.00	.00	.00	.00	140,622.00	.00
3-1312-431-00-123-587-0-731	RAMIREZ SUBDIVISION-ROADS	37,766.71	.00	.00	.00	37,766.71	.00
3-1312-431-00-123-588-0-731	RAMIREZ SUBDIVISION #2-ROADS	35,917.18	.00	.00	.00	35,917.18	.00
3-1312-431-00-123-589-0-731	RAMIREZ SUBDIVISION #3-ROADS	55,289.04	.00	.00	.00	55,289.04	.00
3-1312-431-00-123-600-0-731	RANDOLPH BARNETT #1-ROADS	46,772.14	.00	.00	.00	46,772.14	.00
3-1312-431-00-123-606-0-731	REGAL ESTATES-ROADS	119,424.19	.00	.00	.00	119,424.19	.00
3-1312-431-00-123-780-1-731	VEREDA TROPICAL-ROADS	90,779.50	.00	.00	.00	90,779.50	.00
3-1312-431-00-124-260-0-731	ENGLEMAN EST-ROADS	129,034.48	.00	.00	.00	129,034.48	.00
3-1312-431-00-124-300-0-731	HACIENDA DE LOS VEGAS-ROADS	2,524.16	.00	.00	.00	2,524.16	.00
3-1312-431-00-124-329-0-731	HOEN DRIVE SUBD-ROADS	194,027.82	.00	.00	.00	194,027.82	.00
3-1312-431-00-124-401-0-731	LAKEVIEW SUBDIVISION-ROADS	267,295.85	267,295.85	.00	.00	.00	100.00
3-1312-431-00-124-406-0-731	LAS BRISAS-ROADS	40,635.44	5,621.58	.00	.00	35,013.86	13.83
3-1312-431-00-124-603-0-731	RANKIN SUB-ROADS	197,742.69	.00	.00	.00	197,742.69	.00
3-1312-431-00-124-752-0-731	TRENTON TERRACE-ROADS	60,101.82	.00	.00	.00	60,101.82	.00
3-1315-431-00-121-039-0-731	TXDOT-MILE 6 WEST(US83-SH107)-ROADS	249,641.34	185,832.81	.00	.00	63,808.53	74.44
3-1315-431-00-121-040-0-731	TXDOT-MILE 2 WEST(MILE12-US83)-ROADS	795,483.89	29,763.69	.00	.00	765,720.20	3.74
3-1315-431-00-122-028-0-731	TXDOT-S. MCCOLL ROAD-ROADS	45,663.59	.00	.00	.00	45,663.59	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
3-1315-431-00-122-081-0-731	TXDOT-NOLANA LOOP-ROADS	70,000.00	.00	.00	.00	70,000.00	.00
3-1315-431-00-122-085-0-731	TXDOT-THOMAS RD(JCKSN-STEWART)-ROADS	14,796.61	.00	.00	.00	14,796.61	.00
3-1315-431-00-123-094-0-731	TXDOT-M2N (MOOREFIELD-LA HOMA)-ROADS	23,249.71	19,327.11	.00	.00	3,922.60	83.13
3-1315-431-00-124-023-0-731	TXDOT-"I" RD(OWASSA-US281)-ROAD	9,650.00	.00	.00	.00	9,650.00	.00
3-1331-431-00-121-016-0-731	CO2001-PCT1-ROADS	5,391.00	.00	.00	.00	5,391.00	.00
3-1331-431-00-123-010-0-731	CO2001-PCT3-ROADS	13,294.69	13,294.69	.00	.00	.00	100.00
3-1334-431-00-121-025-0-731	CO2004-PCT1-ROADS	7,818.61	.00	.00	.00	7,818.61	.00
3-1336-431-00-121-041-0-731	CO2006-PCT1-ROADS	51,870.27	.00	.00	.00	51,870.27	.00
3-1336-431-00-121-076-0-731	CO2006-PCT1 M10N (M4W-E1215') WIDEN-ROAD	60,000.00	.00	.00	.00	60,000.00	.00
3-1336-431-00-123-045-0-731	CO2006-PCT3 LA HOMA(SH495-FM1924)-ROADS	3,300.00	3,300.00	.00	.00	.00	100.00
3-1336-431-00-123-051-0-731	CO2006-PCT3 M3N (TOMGILL-FM2221)-ROADS	45,001.77	45,001.77	.00	.00	.00	100.00
3-1336-431-00-123-081-0-731	CO2006-PCT3 CIRCLE 6RD(N&S OF M4)-ROADS	134.69	.00	.00	.00	134.69	.00
3-1339-431-00-122-027-0-731	CO2009-PCT2 TOWER RD(MOORE-BALLI)-ROAD	89,032.42	25,578.32	.00	.00	63,454.10	28.73
3-1341-431-00-124-030-0-731	CO 2009B&C-PCT4 10TH (SH107-FM1925)-ROAD	139,424.23	113,965.35	25,315.78	25,315.78	143.10	99.90
3-1342-431-00-121-085-0-731	CO2010A&B-PCT1 MILE17N(FM88-FM1015)-ROAD	78,800.56	.00	.00	.00	78,800.56	.00
3-1342-431-00-121-086-0-731	CO2010A&B-PCT1 PLEASANTVIEW(S.11-34)-RD	16,663.80	.00	.00	.00	16,663.80	.00
3-1342-431-00-121-099-0-731	CO2010A&B-PCT1 VALDEZ(ARMANDO-DITCH)-RD	759.42	.00	.00	.00	759.42	.00
3-1342-431-00-121-101-0-731	CO2010A&B-PCT1MINNESOTA(GOOLIE-DILLO)-RD	10,242.06	4,726.06	.00	.00	5,516.00	46.14
3-1342-431-00-121-104-0-731	CO2010A&B-PCT1 MILE 2E (BUS83-M6N)-ROAD	35,107.20	28,547.20	.00	.00	6,560.00	81.31
3-1342-431-00-122-027-0-731	CO2010A&B-PCT2 TOWER RD(MOORE-BALI)-ROAD	39,275.00	39,275.00	.00	.00	.00	100.00
3-1342-431-00-122-049-0-731	CO2010A&B-PCT2TOWER(OWASA-ALAMO CTY)-RD	117,772.99	72,053.14	.00	.00	45,719.85	61.18
3-1342-431-00-123-094-0-731	CO2010A&B-PCT3 M2N(MOOREFIELD-LAHOMA)-RD	186,013.52	186,013.52	.00	.00	.00	100.00
3-1342-431-00-123-100-0-731	CO2010A&B-PCT3 LBRTY/T.GIL(83-FM2221)-RD	217,034.04	114,079.28	102,954.76	102,954.76	.00	100.00

AI-37665 **Purchasing Department 20. A. 4.**

CC REGULAR

Meeting Date: 04/02/2013

Submitted For: Martha Salazar **Submitted By:** Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of sole bid received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County-"Hot Mix Cold Laid Road Material" through project No.: 2013-012-02-20-13-SGS.

BACKGROUND

Current contract expires on: April 11, 2013
New contract will commence on: April 12, 2013
Contract document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** VARIOUS

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

BUDGETARY IMPACT:

See the attached exp report for possible funding sources and availability of funds.
Funds must be in place at time of purchase.

Attachments

Memorandum, Tab & Participation list

Contract

EXP REPORT

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/26/2013 04:01 PM
Budget & Management	Ivan Cantu	03/27/2013 07:54 AM
Rosalinda Cantu	Rosie Cantu	03/27/2013 02:21 PM
Auditor's Office	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Sandy Suarez Started On: 03/13/2013 02:57 PM

Final Approval Date: 03/28/2013

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

Date: February 21, 2013

TO: Hon. A.C. Cuellar, Commissioner
Hidalgo County Precinct No. 1
Attn: Jorge Flores

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez/Norma Ceballos

TO: **Hon. Hector Palacios, Commissioner**
Hidalgo County Precinct No. 2
Attn: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Marcos Lopez/Gloria Beltran or Rumaldo Munoz

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept
RE: BID AWARD CONCURRENCE REQUEST
Bid No. 2013-012-02-20-SUS-Hidalgo County- "HOT MIX COLD LAID ROAD MATERIAL"

Attached you will find a copy of one (1) bid response received for the above referenced project. Please review. We will need to present this on the next Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline

Please acknowledge by signing below, of your concurrence to award to the sole bidder meeting all specifications/requirements and return to the Purchasing Dept. via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us Due by no later than Friday, February 28, 2013 @10:00 A.M. in order to place this item on the agenda for next proposed Commissioners Court Meeting, Tuesday, March 19, 2013

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

COMMENTS/CONCERNS: FRONTERA MATERIALS INC.

BUDGET ACCOUNT #: 3-1200-431-00-121-005-0-673

Authorized Signature | RAUL LOZANO (Printed Name) | Pct. 1 (Department) | 2-21-13 (Date)

Enclosure

Pct 1

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

Date: February 21, 2013

TO: Hon. A.C. Cuellar, Commissioner
Hidalgo County Precinct No. 1

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3

TO: Hon. Hector Palacios, Commissioner
Hidalgo County Precinct No. 2
Attn: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Marcos Lopez/Gloria Beltran or Rumaldo Munoz

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.
RE: BID AWARD CONCURRENCE REQUEST
Bid No. 2013-012-02-20-SGS-Hidalgo County- "HOT MIX COLD LAID ROAD MATERIAL"

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If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

COMMENTS/CONCERNS:
1 Hunter Materials Inc for Hot Mix & Cold Laid Material Account Varied based on Projects
BUDGET ACCOUNT #: 3-1200-431-00-122-006-0-673

Ricardo Cuellar | Ricardo Cuellar | R&B | 2/21/13

Authorized Signature | Printed Name | Department | Date

Enclosures

Pd 2

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

Date: February 21, 2013

TO: Hon. A.C. Cuellar, Commissioner
Hidalgo County Precinct No. 1
Attn: Jorge Flores

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez/Norma Ceballos

TO: Hon. Hector Palacios, Commissioner
Hidalgo County Precinct No. 2
Attn: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Marcos Lopez/Gloria Beltran or Rumaldo Munoz

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.
RE: BID AWARD CONCURRENCE REQUEST
Bid No. 2013-012-02-20-SGS-Hidalgo County- "HOT MIX COLD LAID ROAD MATERIAL"

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If you should have any questions or need additional information please contact me at (956) 318-2620 ext.4860

COMMENTS/CONCERNS:

Si Dicen Todos Bien

BUDGET ACCOUNT #: 2-420-451-00-195-005-c-615

Authorized Signature	Printed Name	Department	Date
	Joe M. Flores	Pct 3	2/22/13

Enclosures

Pct 3

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

Date: February 21, 2013

TO: Hon. A.C. Cuellar, Commissioner
Hidalgo County Precinct No. 1
Attn: Judge Flores

TO: Hon. Hector Palacios, Commissioner
Hidalgo County Precinct No. 2
Attn: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez/Norma Ceballos

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Marcos Lopez/Gloria Beltran or Rumaldo Munoz

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.
RE: BID AWARD CONCURRENCE REQUEST
Bid No. 2013-012-02-20-SGS-Hidalgo County- "HOT MIX COLD LAID ROAD MATERIAL"

Attached you will find a copy of one (1) bid response received for the above referenced project. Please review. We will need to present this on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please acknowledge by signing below, of your concurrence to award to the sole bidder meeting all specifications/requirements and return to the Purchasing Dept. via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us Due by no later than Friday, February 28, 2013 @10:00 A.M. in order to place this item on the agenda for next proposed Commissioners Court Meeting, Tuesday, March 19, 2013.

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

COMMENTS/CONCERNS: Award to sole vendor of Frontera Materials, Inc.

BUDGET ACCOUNT #: 3-7204-431-00-124-007-0-673

Gloria A. Beltran | Gloria A. Beltran | Pct 4 | 3/12/13

Authorized Signature | Printed Name | Department | Date

Enclosures

Pct 4

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY (All Funding Sources)	
BID OPENING DATE: February 20, 2013	BID OPENING TIME: 9:30 A.M.
DESCRIPTION OF BID: " HOT MIX-COLD LAID ROAD MATERIAL"	
BID NO: 2013-012-02-20-SGS	BUYER: Sandy Suarez

	NAME OF COMPANY / LOCATION	UNIT PRICE PER TON	TOTAL PRICE
#1	SOLE BIDDER		
	FRONTERA MATERIALS, INC. La Joya Plant: 4.5 Mi. N. of 83 on FM 2221-La Joya, TX.	$ 83.50	$ 83.50
#2			
#3			
#4			

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: February 20, 2013 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION:"HIDALGO COUNTY- HOT MIX COLD LAID ROAD MATERIAL"

BID NO.: 2013-012-02-20-SGS

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. Frontera Materials Attn: Barry Ehlinger	EM	Sandy Suarez	02/04/13	PO Box 1917 Weslaco, TX. 78596 P#956-316-8952 C#956-605-5965 bmefrontea@aol.com
2. Valley Caliche Products, Inc. Attn: Mark Motheral	EM	Sandy Suarez	02/04/13	PO Box 1086 Mission, TX. 78573 P# 956-581-2751 F# 956-585-6844 valleycaliche@aol.com
3. F & M Transportation, Inc. Attn: Frank	EM	Sandy Suarez	02/04/13	610 E. Montie Cristo Rd. Edinburg, TX. 78541 P# 956-381-6666 Frank3@fmtransport.com
4. AG III Contractors LLC	EM	Sandy Suarez	02/04/13	22414 W. US Hwy 281 San Benito, TX. 78586 P# 956-361-3011 Zapatachristine@yahoo.com
5. Prime Vendor, Inc.	EM	Sandy Suarez	02/04/13	4622 Cedar Ave. Ste 124 Wilmington, N.C. 28403 P# 800-746-9554 F# 800-746-8306 Bids11@prime-vendor.com
~~6. Rio Valley Pipe, LLc~~ ~~Attn: Amanda Plata~~ Remove from list- do not carry Hot Mix Cold Laid	EM	Sandy Suarez	02/04/13	~~P#956-584-5770 F#956-583-2086~~ ~~C# 956-276-0075~~ ~~salesinfo@riovalleypipe.com~~
7. Allied Aggregate Elizabeth Cavazoa	IP	Sandy Suarez	02/12/13	Mr. Paschal-316-215-0707 E. Cavazos 412-580-5895
8.				

VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

REQUIREMENTS AGREEMENT
C-13-012-04-02

THIS AGREEMENT (the "Agreement") is entered into as of the **2nd** of **April, 2013** by and between **Frontera Materials, Inc.** ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Hot Mix-Cold Laid Road Material,"** as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Hot Mix-Cold Laid Road Material,"** in the areas of Hidalgo County projects for a period of one (1) year commencing **April 12, 2013** and ending **April 11, 2014** and may be extended with the County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

5. General Provisions.

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

latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer: Hidalgo County
Attn: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Seller: **Frontera Materials, Inc.**
P.O. Box 1449
Elsa, Texas 78543

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

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

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

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

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering

of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: Frontera Materials, Inc.

By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P

By_____

APPROVED BY COMMISSIONERS COURT ON:_____.

EXHIBIT "A"
REQUEST FOR BID (RFB)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

February 04, 2013

_____

_____

_____

_____

Re: **HIDALGO COUNTY (All Funding Sources, Programs and Entities)**
Request for Bids -**"HOT MIX- COLD LAID ROAD MATERIAL"**
Bid No: 2013-012-02-20-SGS

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BID (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY

(All Funding Sources, Programs and Entities)

"HOT MIX- COLD LAID ROAD MATERIAL"

RFB NO: 2013-012-02-20-SGS

Item	Description	No. of Pages
1.	Request for Bids Letter	1
2.	Request for Bids, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	4
4.	Exhibit B, Bid Page	1
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirements Agreement	7

The above mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

FEBRUARY 04, 2013
Date

Bid No: 2013-012-02-20	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 x 4860

REQUEST FOR BIDS

HIDALGO COUNTY
(All Funding Sources, Programs and Entities)

"HOT MIX- COLD LAID ROAD MATERIAL"

BID OPENING DATE:
FEBRUARY 20, 2013

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)-HOT MIX -COLD LAID ROAD MATERIAL"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2013-012-02-20-SGS-HIDALGO COUNTY(ALL FUNDING SOURCES, PROGRAMS AND ENITHES) – HOT MIX COLD LAID ROAD MATERIAL"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas **on or before 9:30 a.m., WEDNESDAY, FEBRUARY 20, 2013.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB NO.: 2013-012-02-20-SGS- HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES) – HOT MIX- COLD LAID ROAD MATERIAL"
   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item (s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department

Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES) – HOT MIX- COLD LAID ROAD MATERIAL"** 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 Precinct № 1 Attn. Jorge Flores 1902 Joe Stephens Weslaco, Texas 78596	Hidalgo County Precinct № 2 Attn. Yoli Cisneros 301 E State Pharr, Texas 78577
Hidalgo County Precinct № 3 Attn. Norma Ceballos 724 N. Breyfogle Mission, Texas 78574	Hidalgo County Precinct № 4 Attn. Gloria Beltran 1102 N. Doolittle Rd. Edinburg, Texas 78539

17. Schedule of Events:

Bid Opening, 9:30 AM	**February 20, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the

purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation,

auditing, or in any other advisory capacity in any proceeding or application, request for

ruling, determination, claim or controversy, or other particular matter pertaining to any

program requirement or a contract or subcontract, or to any solicitation or proposal

therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the

Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the

event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to

the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County

Bid
For

HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS & ENTITIES)
"HOT MIX- COLD LAID ROAD MATERIAL"
BID NO.: 2013-012-02-20-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
HIDALGO COUNTY
(All Funding Sources, Programs and Entities)
"HOT MIX-COLD LAID ROAD MATERIAL"
BID NO.: 2013-012-02-20-SGS

Hidalgo County is requesting sealed bids for the purchase of "Hot Mix-Cold Laid Road Material" on as "**As Need Basis**" in accordance with the specifications and/or requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

SPECIFICATIONS AND/OR REQUIREMENTS:

It is intended that the amount of "Hot Mix-Cold Laid Road Material" will be purchased only on an "**As Needed Basis**". It is agreed and understood that Hidalgo County will purchase no more material than is needed.

1. There is no guarantee on annual volume.

2. Bid price shall be per ton.

TERMS AND CONDITIONS:

1. The contract term will be for a period of one (1) year with County's option to extend the contract for an additional one (1) year under the same terms, conditions and costs remaining unchanged.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

3. Hidalgo County reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.

4. Hidalgo County reserves the right to award the bid to one or multiple bidders; whichever is in the best interest of the County.

5. Award of contract will be contingent on availability of Hidalgo County funds.

6. **Method of Award**: Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County. Location is an important factor in evaluation of bids, due to transportation cost which must be taken into consideration if material is picked up at plant site or transported to County Precincts.

7. Any contract awarded to a successful bidder will be in effect until:
   (a) The contract expires,

(b) Delivery and acceptance of products and/or performance of service ordered,
(c) Terminated by County with thirty (30) days written notice prior to cancellation.

8. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

9. It is understood and agreed that in case Hidalgo County should need "Hot Mix-Cold Laid Road Material" and it is not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

10. When requested, samples shall be furnished free of expense to Hidalgo County.

11. Testing may be performed at Hidalgo County's request anytime during the length of the contract through an independent testing laboratory.

12. In the event the material furnished does not meet all County's requirement (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

13. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment or supplies which are unsatisfactory. Vendor will be given a reasonable opportunity before termination to correct the deficiencies.

14. Hidalgo County reserves the right to seek purchases for "Hot Mix-Cold Laid Road Material" from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest of the County to do so.

15. All costs and expenses associated with the preparation and submission of (bids, proposals statement of qualifications (RFQ) and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

16. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits); insurance certificate must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

17. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
    - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
    - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
    - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
    - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Time frame for Adjusted Price Increases**: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE OR VIA E-MAIL to sandy.suarez@co.hidalgo.tx.us . NO LATER THAN, Wednesday, February 13, 2013, by 5:00 P.M. Responses will be sent to all applicants via facsimile or by via e-mail on Friday, February 15, 2013, no later than 5:00 P.M.

EXHIBIT "B"

HIDALGO COUNTY
(All Funding Sources, Programs and Entities)
"HOT MIX-COLD LAID ROAD MATERIAL"
BID NO.: 2013-012-02-20-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification. The purchase of material will be on an "**As Needed Basis**" only.

MATERIAL: **HOT MIX-COLD LAID ROAD MATERIAL**

BID PRICE PER TON :	Pit/Plant Location:
$_____	_____ _____

Internal use only-Commodity Code: 745-14 Asphalt Tic-concrete- Cold Laid

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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 bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met; see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

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

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:_____Disadvantaged Business (At Least 51% Ownership)** Less than 125,000 annual gross receipt — Black American — Native American Less than 250,000 annual gross receipt — Hispanic American — Women Less than 499,000 annual gross receipt — Asian Pacific American — Other More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** Yes No **Indicate Certification No.(s):_____ or are Certificate(s) attached?:** Yes No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** Yes No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

REQUIREMENTS AGREEMENT
C-13-012-00-00

THIS AGREEMENT (the "Agreement") is entered into as of the _____ of _____, 2013 by and between _____("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Hot Mix-Cold Laid Road Material,"** as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Hot Mix-Cold Laid Road Material,"** in the areas of Hidalgo County projects for a period of one (1) year commencing April 12, 2013 and ending April 11, 2014 and may be extended with the County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

5. General Provisions.

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

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latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer: Hidalgo County
Attn: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Seller: _____
_____
_____

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

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

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

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

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

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

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

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit AC@ attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering

DRAFT

of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____
Printed Name:_____
Title:_____

APPROVED BY COMMISSIONERS COURT ON:_____.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P

By_____

DRAFT

EXHIBIT "B"
BID PAGE

EXHIBIT "B"

HIDALGO COUNTY
(All Funding Sources, Programs and Entities)
"HOT MIX-COLD LAID ROAD MATERIAL"
BID NO.: 2013-012-02-20-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification. The purchase of material will be on an "**As Needed Basis**" only.

MATERIAL: **HOT MIX-COLD LAID ROAD MATERIAL**

BID PRICE PER TON :	Pit/Plant Location:
$ 83.50	LaJoya Plant 4.5 miles N of US 83 on FM 2221, LaJoya TX

OPENED
9:41
2-20-13
Witnessed

Internal use only-Commodity Code: 745-14 Asphalt Tic-concrete- Cold Laid

BIDDER/COMPANY NAME: Frontera Materials, INC.

ADDRESS: PO Box 1449

CITY/STATE/ZIP CODE: Elsa TX 78543

PHONE & FAX NUMBER: 956-316-8954, FAX 8905

E-MAIL ADDRESS: bmefrontera@AOL.com

CELLULAR NUMBER: 956-607-5965

AUTHORIZED SIGNATURE: Barry M Ellinger

PRINTED NAME: Barry M Ellinger

TITLE: Materials Mgr.

DATE: Feb 19, 2013

EXHIBIT "C"
CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/5/2012

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: Araceli Zuniga
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: araceli@mcafeeagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Lloyds Insurance Co	
INSURER B: Charter Oak Fire Insurance Co	
INSURER C: Travelers Indemnity Company of	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Frontera Materials, Inc.
P O Box 1449
Elsa TX 78543-1449

COVERAGES **CERTIFICATE NUMBER:** 12-13 **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: [X] POLICY [ ] PRO-JECT [ ] LOC			Y660-7982R146-TLC-12	9/1/2012	9/1/2013	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 [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			BA-7986R053-12CAG	9/1/2012	9/1/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			YSM-CUP-8649R913-TCT-12	9/1/2012	9/1/2013	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		YCUB-8027R14-1-12	9/1/2012	9/1/2013	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
Purchasing Department
100 N. Closner Blvd
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

Robert R Garza/AZ

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Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Fwd: Contract Review-Hot Mix-Cold Laid Road Material

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Tue, Mar 19, 2013 03:39 PM
Subject : Fwd: Contract Review-Hot Mix-Cold Laid Road Material
To : Sandra Suarez <sandy.suarez@co.hidalgo.tx.us>, Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

Good for you two!

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Tuesday, March 19, 2013 3:16:00 PM
Subject: RE: Contract Review-Hot Mix-Cold Laid Road Material

The contract as revised is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, March 19, 2013 2:52 PM
To: Steve Crain
Cc: Evangelina Garcia; Sandra Suarez
Subject: Fwd: Contract Review-Hot Mix-Cold Laid Road Material

Mr. Crain:
Please review and comment as to form. We made correction to "paragraph m" as you recommended.
Thanks,
Marty

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Sandy Suarez" <sandy.suarez@co.hidalgo.tx.us>
Sent: Monday, March 18, 2013 4:54:17 PM
Subject: Contract Review-Hot Mix-Cold Laid Road Material

Marty:
Attached for legal's review as to form is the contract for the "Hot Mix-Cold Laid Road Material" that we need to place an agenda item for approval. I sent this one for legal review also on Saturday however I notice it had the same error under paragraph "m" as the others. So, it's been corrected and now I need for legal to review for approval so as

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
3-1100-432-00-123-001-0-673	PCT3 SANITATION-R&B R&M SUPPLIES	10,000.00	399.75	.00	.00	9,600.25	4.00
3-1100-452-00-122-008-0-673	PCT2 PARKS-R&B R&M SUPPLIES	18,000.00	2,429.56	.00	.00	15,570.44	13.50
3-1100-452-00-122-008-0-731	PCT2 PARKS-ROADS	1,000.00	6,791.40	.00	.00	-5,791.40	679.14
3-1100-452-00-123-008-0-673	PCT3 PARKS-R&B R&M SUPPLIES	15,000.00	.00	.00	.00	15,000.00	.00
3-1200-431-00-121-005-0-673	PCT1 RD MAINT-R&B R&M SUPPLIES	95,605.78	21,173.03	40,289.57	40,289.57	34,143.18	64.29
3-1200-431-00-121-220-0-731	PCT1 BCAP DELTA WEST S/D-ROADS	450.00	450.00	.00	.00	.00	100.00
3-1200-431-00-121-230-0-731	PCT1 BCAP DIMAS #2 & 3-ROADS	11,000.00	10,106.00	.00	.00	894.00	91.87
3-1200-431-00-121-727-0-731	PCT1 BCAP TIJERINA ESTATES-ROADS	450.00	450.00	.00	.00	.00	100.00
3-1200-431-00-121-855-0-731	PCT1 BCAP ASH COUNTRY-ROADS	450.00	450.00	.00	.00	.00	100.00
3-1200-431-00-122-006-0-673	PCT2 RD MAINT-R&B R&M SUPPLIES	47,173.39	16,875.84	11,363.71	11,363.71	18,933.84	59.86
3-1200-431-00-122-006-0-731	PCT2 RD MAINT-ROADS	31,328.75	.00	.00	.00	31,328.75	.00
3-1200-431-00-122-026-0-731	PCT2 OWASSA RD(JACKSON-R.LONGORIA)-ROADS	42,030.00	42,030.00	.00	.00	.00	100.00
3-1200-431-00-122-027-0-731	PCT2 TOWER RD(MOORE-BALLI)-ROADS	231,399.90	231,399.90	.00	.00	.00	100.00
3-1200-431-00-122-028-0-731	PCT2 S.MCCOLL(DCKR-ORNGWD&.5M S.MLTY)-RD	26,550.86	26,550.86	.00	.00	.00	100.00
3-1200-431-00-122-035-0-731	PCT2 ICA W/HIDALGO(VAL-MEX DR)-ROADS	13,929.00	13,929.00	.00	.00	.00	100.00
3-1200-431-00-122-049-0-731	PCT2 TOWER RD(OWASSA-ALAMO CTY LMT)-ROAD	173,119.87	173,119.87	.00	.00	.00	100.00
3-1200-431-00-122-051-0-731	PCT2 EL GATO RD(W ALAMO-TOWER)-ROADS	133,417.11	132,952.25	464.86	464.86	.00	100.00
3-1200-431-00-122-052-0-731	PCT2 EL DORA RD(RETAMA-CESAR CHAVEZ)-ROA	39,289.24	39,289.24	.00	.00	.00	100.00
3-1200-431-00-122-060-0-731	PCT2 ANAYA RD(10TH ST-MCCOLL)-ROADS	119,687.00	119,687.00	.00	.00	.00	100.00
3-1200-431-00-122-061-0-731	PCT2 LAS MILPAS RD(10TH ST-JACKSON)-ROAD	154,145.00	154,145.00	.00	.00	.00	100.00
3-1200-431-00-122-062-0-731	PCT2 DICKER RD(23RD ST-JACKSON RD)-ROAD	176,502.44	38,853.90	.00	.00	137,648.54	22.01
3-1200-431-00-122-065-0-731	PCT2 MINNESOTA RD(S I RD-MAYA DR)-ROAD	8,796.11	8,497.76	298.35	298.35	.00	100.00
3-1200-431-00-122-067-0-731	PCT2 RODRIGUEZ ST(MN-LOPEZVILLE PRK)-RD	32,620.85	32,620.85	.00	.00	.00	100.00
3-1200-431-00-122-083-0-731	PCT2 THOMAS RD(MCCOLL-JACKSON)-ROADS	45,795.00	30,945.00	4,850.00	4,850.00	10,000.00	78.16
3-1200-431-00-122-084-0-731	PCT2-MINNESOTA RD (I RD W-HUISACHE)-ROAD	87,204.22	63,859.41	.00	.00	23,344.81	73.23
3-1200-431-00-122-262-0-731	PCT2 BCAP ESPERANZA EST S/D-ROADS	2,633.72	1,819.72	.00	.00	814.00	69.09
3-1200-431-00-122-596-0-731	PCT2 BCAP RANCHO ESCONDIDO S/D-ROADS	7,736.90	6,310.57	.00	.00	1,426.33	81.56
3-1200-431-00-122-767-0-731	PCT2 BCAP VAL BAR EST-ROADS	4,201.19	4,201.19	.00	.00	.00	100.00
3-1200-431-00-123-005-0-673	PCT3 RD MAINT-R&B R&M SUPPLIES	87,166.61	28,601.47	5,020.14	5,020.14	53,545.00	38.57
3-1200-431-00-123-005-0-731	PCT3 RD MAINT-ROADS	208,933.94	147,500.94	9,015.41	9,015.41	52,417.59	74.91
3-1200-431-00-123-007-0-731	PCT3 LATERAL RD-ROADS	7,697.50	7,697.50	.00	.00	.00	100.00
3-1200-431-00-123-080-0-731	PCT3 M4N (TOMGILL-FM2221)-ROADS	2,682.72	2,682.72	.00	.00	.00	100.00
3-1200-431-00-123-103-0-731	PCT3 MILE 1S (TORDILLO 900'E)-ROADS	16,403.50	15,298.66	1,104.84	1,104.84	.00	100.00
3-1200-431-00-123-587-0-731	PCT3 RAMIREZ SUBDIVISION-ROADS	4,000.00	.00	.00	.00	4,000.00	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
3-1200-431-00-123-589-0-731	PCT3 RAMIREZ SUBDIVISION #3-ROADS	4,000.00	.00	.00	.00	4,000.00	.00
3-1200-431-00-124-007-0-673	PCT4 RD MAINT-R&B R&M SUPPLIES	45,540.00	12,132.26	16,498.03	16,498.03	16,909.71	62.87
3-1200-431-00-124-007-0-731	PCT4 RD MAINT-ROADS	51,849.13	6,400.00	.00	.00	45,449.13	12.34
3-1200-431-00-124-401-0-731	PCT4 BCAP LAKEVIEW S/D-ROADS	4,363.76	4,363.76	.00	.00	.00	100.00
3-1280-431-00-121-946-1-673	PCT1-43-0630-SANTA MARIA RD-R&B R&M SUPP	383.01	.00	.00	.00	383.01	.00
3-1280-431-00-121-947-1-673	PCT1-43-0631-VILLA DRIVE-R&B R&M SUPPLIE	25,290.82	.00	.00	.00	25,290.82	.00
3-1280-431-00-121-948-1-673	PCT1-43-0634-MILE1 W(1)-R&B R&M SUPPLIE	6,389.10	.00	.00	.00	6,389.10	.00
3-1280-431-00-121-949-1-673	PCT1-43-0636-SAN RAFAEL-R&B R&M SUPPLIES	39,232.32	.00	.00	.00	39,232.32	.00
3-1280-431-00-121-951-0-673	PCT1-37-0590-CR MILE 15½ E-R&B R&M SUPPL	27.98	.00	.00	.00	27.98	.00
3-1280-431-00-121-952-0-673	PCT1-37-0602-CR MILE 19 RD-R&B R&M SUPPL	1,218.68	.00	.00	.00	1,218.68	.00
3-1280-431-00-121-953-0-673	PCT1-38-0599-RANCHO TOLUCA RD-R&B R&M SU	39.66	.00	.00	.00	39.66	.00
3-1280-431-00-121-954-0-673	PCT1-39-0600-CR MILE 5½ RD-R&B R&M SUPPL	374.33	.00	.00	.00	374.33	.00
3-1280-431-00-121-955-0-673	PCT1-39-0601-CR MILE 7 RD-R&B R&M SUPPLI	11.14	.00	.00	.00	11.14	.00
3-1280-431-00-121-956-0-673	PCT1-40-0615-CR 2812-R&B R&M SUPPLIES	415.17	.00	.00	.00	415.17	.00
3-1280-431-00-121-957-0-673	PCT1-40-0717-CR MILE 14 RD-R&B R&M SUPPL	3,500.17	.00	.00	.00	3,500.17	.00
3-1280-431-00-121-958-0-673	PCT1-40-0718-CR MILE 12½ E-R&B R&M SUPPL	5,089.57	.00	.00	.00	5,089.57	.00
3-1280-431-00-121-959-0-673	PCT1-40-0721-CR MILE 15 RD-R&B R&M SUPPL	440.22	.00	.00	.00	440.22	.00
3-1280-431-00-121-961-0-673	PCT1-48-0656-CR 3350-R&B R&M SUPPLIES	1,000.44	.00	.00	.00	1,000.44	.00
3-1280-431-00-121-962-0-673	PCT1-48-0711-CR MILE 3 E-R&B R&M SUPPLIE	202.51	.00	.00	.00	202.51	.00
3-1280-431-00-121-963-0-673	PCT1-49-0709-CR MILE 20 RD-R&B R&M SUPPL	99.70	.00	.00	.00	99.70	.00
3-1280-431-00-121-965-0-673	PCT1-53-0659-MARRO RD-R&B R&M SUPPLIES	125.17	.00	.00	.00	125.17	.00
3-1280-431-00-121-967-0-673	PCT1-55-0713-CR MILE 1 E-R&B R&M SUPPLIE	48.11	.00	.00	.00	48.11	.00
3-1280-431-00-121-968-0-673	PCT1-56-0696-ENGLEMAN RD-R&B R&M SUPPLI	88.21	.00	.00	.00	88.21	.00
3-1280-431-00-121-969-0-673	PCT1-63-0710-HILL TOP GARDEN LN-R&B R&M	54.82	.00	.00	.00	54.82	.00
3-1280-431-00-121-973-1-673	PCT1-43-0637-MILE4 W(2)-R&B R&M SUPPLIES	9,514.37	.00	.00	.00	9,514.37	.00
3-1280-431-00-121-974-1-673	PCT1-43-0638-MILE15 N& 4W-R&B R&M SUPPLI	2,681.03	.00	.00	.00	2,681.03	.00
3-1280-431-00-121-975-1-673	PCT1-43-0639-MILE13 N-R&B R&M SUPPLIES	3,305.54	.00	.00	.00	3,305.54	.00
3-1280-431-00-121-976-1-673	PCT1-43-0640-MILE4 W(1)-R&B R&M SUPPLIES	25,546.47	.00	.00	.00	25,546.47	.00
3-1280-431-00-121-977-1-673	PCT1-43-0641-MILE14 1/2 N(1)-R&B R&M SUP	28,295.77	.00	.00	.00	28,295.77	.00
3-1280-431-00-121-978-1-673	PCT1-43-0643-MILE4 1/2 W-R&B R&M SUPPLIE	3,028.10	.00	.00	.00	3,028.10	.00
3-1280-431-00-121-979-1-673	PCT1-43-0644-MILE14 1/2 N(2)-R&B R&M SUP	51,344.38	.00	.00	.00	51,344.38	.00
3-1280-431-00-121-980-1-673	PCT1-44-0647-MILE15 N-R&B R&M SUPPLIES	3,139.33	.00	.00	.00	3,139.33	.00
3-1280-431-00-121-981-1-673	PCT1-44-0648-MILE12 N-R&B R&M SUPPLIES	57,843.11	.00	.00	.00	57,843.11	.00
3-1280-431-00-121-982-1-673	PCT1-44-0649-MILE1 1/2 W-R&B R&M SUPPL	8,234.22	.00	.00	.00	8,234.22	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
3-1280-431-00-121-983-1-673	PCT1-44-0650-SAN LUCIA/WIND RD-R&B R&M S	19,382.50	.00	.00	.00	19,382.50	.00
3-1280-431-00-121-984-1-673	PCT1-44-0651-MILE 13 1/2-R&B R&M SUPPLIE	20,954.88	.00	.00	.00	20,954.88	.00
3-1280-431-00-121-985-1-673	PCT1-44-0652-ZAPATA ST-R&B R&M SUPPLIES	7,597.36	.00	.00	.00	7,597.36	.00
3-1280-431-00-121-986-1-673	PCT1-44-0653-MILE 12 1/2 N-R&B R&M SUPPL	70,641.70	.00	.00	.00	70,641.70	.00
3-1280-431-00-121-987-1-673	PCT1-44-0654-MILE 12 N(1)-R&B R&M SUPPL	23,307.71	.00	.00	.00	23,307.71	.00
3-1280-431-00-121-988-1-673	PCT1-44-0658-MILE 12 1/2 N(2)-R&B R&M SU	2,762.96	.00	.00	.00	2,762.96	.00
3-1280-431-00-121-989-1-673	PCT1-44-0662-MILE1 W(2)-R&B R&M SUPPLIE	6,257.73	.00	.00	.00	6,257.73	.00
3-1280-431-00-121-990-1-673	PCT1-44-0664-MILE4 W(3)-R&B R&M SUPPLIE	5,176.48	.00	.00	.00	5,176.48	.00
3-1280-431-00-121-991-1-673	PCT1-44-0670-OLD RIVER RD-R&B R&M SUPPLI	19,825.43	.00	.00	.00	19,825.43	.00
3-1280-431-00-121-992-1-673	PCT1-44-0672-N GNZL RD-R&B R&M SUPPLIES	10,805.17	.00	.00	.00	10,805.17	.00
3-1280-431-00-121-993-1-673	PCT1-44-0679-EARLING/EL DORA RD-R&B SUPP	4,998.57	.00	.00	.00	4,998.57	.00
3-1280-431-00-121-994-1-673	PCT1-46-0642-MILE 19N-R&B SUPPLIES	650.71	.00	.00	.00	650.71	.00
3-1280-431-00-121-995-1-673	PCT1-46-0665-GONZALEZ RD-R&B SUPPLIES	34,554.36	.00	.00	.00	34,554.36	.00
3-1280-431-00-121-996-1-673	PCT1-46-0667-JUAREZ ST-R&B SUPPLIES	4,734.06	.00	.00	.00	4,734.06	.00
3-1280-431-00-121-997-1-673	PCT1-46-0668-MILE 17 N-R&B SUPPLIES	4,998.96	.00	.00	.00	4,998.96	.00
3-1280-431-00-121-998-1-673	PCT1-46-0669-MILE 5 1/2 W-R&B SUPPLIES	2,523.89	.00	.00	.00	2,523.89	.00
3-1280-431-00-121-999-1-673	PCT1-46-0684-MILE 14 1/2 N(3)-R&B SUPPLI	1,243.43	.00	.00	.00	1,243.43	.00
3-1280-431-00-122-983-1-673	PCT2-43-0632-COL GUADALUPE-R&B R&M SUPP	8,446.69	.00	.00	.00	8,446.69	.00
3-1280-431-00-122-984-1-673	PCT2-43-0633-PLANA VISTA SUB-R&B R&M SUP	2,709.13	.00	.00	.00	2,709.13	.00
3-1280-431-00-122-985-1-673	PCT2-43-0676-EL GATO EST-R&B R&M SUPPLIE	2,040.10	.00	.00	.00	2,040.10	.00
3-1280-431-00-122-986-1-673	PCT2-44-0656-AZURE ST-R&B R&M SUPPLIES	2,815.19	.00	.00	.00	2,815.19	.00
3-1280-431-00-122-987-1-673	PCT2-44-0657-ROAD RUNNER S/D-R&B R&M SUP	3,167.17	.00	.00	.00	3,167.17	.00
3-1280-431-00-122-988-1-673	PCT2-46-0682-EL GATO S/D-R&B R&M SUPPLIE	2,168.81	.00	.00	.00	2,168.81	.00
3-1280-431-00-123-952-0-673	PCT3-37-0587-MINNESOTA-R&B R&M SUPPLIES	5,301.00	.00	.00	.00	5,301.00	.00
3-1280-431-00-123-953-0-673	PCT3-37-0592-PALM DR-R&B R&M SUPLLIES	3,210.05	.00	.00	.00	3,210.05	.00
3-1280-431-00-123-954-0-673	PCT3-37-0593-ABRAM RD-R&B R&M SUPPLIES	6,455.05	.00	.00	.00	6,455.05	.00
3-1280-431-00-123-955-0-673	PCT3-37-0594-PUERTO RICO RD-R&B R&M SUPP	3,197.95	.00	.00	.00	3,197.95	.00
3-1280-431-00-123-956-0-673	PCT3-37-0597-JUAJOLOTE RD-R&B R&M SUPPLI	93.47	.00	.00	.00	93.47	.00
3-1280-431-00-123-957-0-673	PCT3-37-0603-MILITARY RD-R&B R&M SUPPLIE	3,040.38	.00	.00	.00	3,040.38	.00
3-1280-431-00-123-958-0-673	PCT3-38-0595-WESTERN AVE-R&B R&M SUPPLIE	4,483.01	.00	.00	.00	4,483.01	.00
3-1280-431-00-123-959-0-673	PCT3-38-0596-BRUSHLINE RD-R&B R&M SUPPLI	6,253.31	.00	.00	.00	6,253.31	.00
3-1280-431-00-123-960-0-673	PCT3-38-0604-COWBOYS RD-R&B R&M SUPPLIES	791.88	.00	.00	.00	791.88	.00
3-1280-431-00-123-961-0-673	PCT3-39-0625-TEN MILE RD-R&B R&M SUPPLIE	.15	.00	.00	.00	.15	.00
3-1280-431-00-123-963-0-673	PCT3-40-0612-CHIHUAHUA RD-R&B R&M SUPPLI	3,714.35	.00	.00	.00	3,714.35	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
3-1280-431-00-123-964-0-673	PCT3-40-0637-KAIMAN RD-R&B R&M SUPPLIES	550.49	.00	.00	.00	550.49	.00
3-1280-431-00-123-966-0-673	PCT3-43-0636-DREAMER RD-R&B R&M SUPPLIES	2,648.93	.00	.00	.00	2,648.93	.00
3-1280-431-00-123-967-0-673	PCT3-43-0638-KUTZUR RD-R&B R&M SUPPLIES	467.55	.00	.00	.00	467.55	.00
3-1280-431-00-123-968-0-673	PCT3-47-0573-TROSPER RD-R&B R&M SUPPLIES	3,170.46	.00	.00	.00	3,170.46	.00
3-1280-431-00-123-969-0-673	PCT3-47-0574-LA HOMA RD-R&B R&M SUPPLIES	5,907.15	.00	.00	.00	5,907.15	.00
3-1280-431-00-123-971-0-673	PCT3-50-0576-DOFFING RD-R&B R&M SUPPLIES	924.21	.00	.00	.00	924.21	.00
3-1280-431-00-123-972-0-673	PCT3-51-0575-INSPIRATION RD-R&B R&M SUPP	4,035.48	.00	.00	.00	4,035.48	.00
3-1280-431-00-123-973-0-673	PCT3-51-0577-TWELVE MILE RD-R&B R&M SUPP	3,114.03	.00	.00	.00	3,114.03	.00
3-1280-431-00-123-974-0-673	PCT3-51-0578-TEXAN AVE-R&B R&M SUPPLIES	7,924.34	.00	.00	.00	7,924.34	.00
3-1280-431-00-123-975-0-673	PCT3-51-0579-IOWA AVE-R&B R&M SUPPLIES	11,878.44	.00	.00	.00	11,878.44	.00
3-1280-431-00-123-976-0-673	PCT3-51-0606-ELEVEN MILE RD-R&B R&M SUPP	570.80	.00	.00	.00	570.80	.00
3-1280-431-00-123-977-0-673	PCT3-51-0607-SIXTEEN MILE RD-R&B R&M SUP	726.03	.00	.00	.00	726.03	.00
3-1280-431-00-123-978-0-673	PCT3-52-0609-NINE MILE-R&B R&M SUPPLIES	1,309.21	.00	.00	.00	1,309.21	.00
3-1280-431-00-123-980-0-673	PCT3-53-0623-THIRTEEN MILE RD-R&B R&M SU	1,450.77	.00	.00	.00	1,450.77	.00
3-1280-431-00-123-982-0-673	PCT3-53-0633-FOURTEEN MILE RD-R&B R&M SU	1,858.56	.00	.00	.00	1,858.56	.00
3-1280-431-00-124-981-1-673	PCT4-43-0629-DILLON RD-R&B R&M SUPPLIES	6,154.46	.00	.00	.00	6,154.46	.00
3-1280-431-00-124-982-1-673	PCT4-43-0635-ROOTH RD-R&B R&M SUPPLIES	7,118.66	.00	.00	.00	7,118.66	.00
3-1280-431-00-124-983-1-673	PCT4-43-0645-ARGENTINA ST-R&B R&M SUPPLI	1,637.83	.00	.00	.00	1,637.83	.00
3-1280-431-00-124-984-1-673	PCT4-44-0660-HOEHN DR S/D-R&B R&M SUPPLI	12,677.54	.00	.00	.00	12,677.54	.00
3-1280-431-00-124-985-1-673	PCT4-44-0663-TEJANO ST-R&B R&M SUPPLIES	1,637.83	.00	.00	.00	1,637.83	.00
3-1280-431-00-124-986-1-673	PCT4-44-0671-SEMINARY RD-R&B R&M SUPPLIE	23,764.24	.00	.00	.00	23,764.24	.00
3-1280-431-00-124-987-1-673	PCT4-44-0673-HOEHN DR-R&B R&M SUPPLIES	5,116.65	.00	.00	.00	5,116.65	.00
3-1280-431-00-124-988-1-673	PCT4-46-0666-TOWER RD-R&B R&M SUPPLIES	4,043.66	.00	.00	.00	4,043.66	.00
3-1280-431-00-124-989-1-673	PCT4-44-0661-OWASSA&TOWER RD-R&B R&M SUP	6,574.55	.00	.00	.00	6,574.55	.00
3-1312-431-00-121-103-1-731	BERNAL HEIGHTS #1-ROADS	48,380.50	.00	.00	.00	48,380.50	.00
3-1312-431-00-121-215-0-731	DE ANDA SUBDIVISION-ROADS	34,216.00	.00	.00	.00	34,216.00	.00
3-1312-431-00-121-220-1-731	DELTA WEST SUBDIVISION-ROADS	217,183.50	.00	.00	.00	217,183.50	.00
3-1312-431-00-121-230-1-731	DIMAS #2 & 3-ROADS	166,296.25	166,296.25	.00	.00	.00	100.00
3-1312-431-00-121-244-1-731	EL MESQUITE-ROADS	134,590.10	68,246.00	4,400.00	4,400.00	61,944.10	53.98
3-1312-431-00-121-388-0-731	LA MILPA S/D-ROADS	38,565.00	.00	.00	.00	38,565.00	.00
3-1312-431-00-121-461-0-731	MID-VALLEY ESTATES-ROADS	1,511.70	.00	1,163.00	1,163.00	348.70	76.93
3-1312-431-00-121-495-1-731	NORTH CAPISALLO-ROADS	36,410.93	3,994.96	21,136.05	21,136.05	11,279.92	69.02
3-1312-431-00-121-727-0-731	TIJERINA ESTATES-ROADS	14,034.25	.00	.00	.00	14,034.25	.00
3-1312-431-00-121-727-1-731	TIJERINA ESTATES-ROADS	91,121.05	.00	.00	.00	91,121.05	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
3-1312-431-00-121-779-0-731	VALLEY VIEW ESTATES-ROADS	97,107.50	.00	.00	.00	97,107.50	.00
3-1312-431-00-121-790-0-731	VILLAGE GROVE #2-ROADS	20,419.00	.00	.00	.00	20,419.00	.00
3-1312-431-00-121-804-0-731	WES-MER SUBDIVISION-ROADS	409.42	.00	.00	.00	409.42	.00
3-1312-431-00-121-855-0-731	ASH COUNTY-ROADS	62,438.50	.00	.00	.00	62,438.50	.00
3-1312-431-00-122-557-1-731	PENTECOSTAL-ROADS	2,874.47	.00	.00	.00	2,874.47	.00
3-1312-431-00-122-596-0-731	RANCHO ESCONDIDO SUBD-ROADS	167,381.43	122,425.43	44,956.00	44,956.00	.00	100.00
3-1312-431-00-122-693-1-731	SOUTH SIDE VILLAGE-ROADS	3,050.10	.00	.00	.00	3,050.10	.00
3-1312-431-00-122-767-1-731	VAL BAR ESTATES-ROADS	67,154.32	67,154.32	.00	.00	.00	100.00
3-1312-431-00-122-900-0-731	MORNINGSIDE SOUTH SUBD-ROADS	4,725.73	.00	.00	.00	4,725.73	.00
3-1312-431-00-123-141-0-731	CASA DE LOS VECINOS-ROADS	317,837.00	283,287.25	.00	.00	34,549.75	89.13
3-1312-431-00-123-234-0-731	DUDE HILL #1-ROADS	46,913.29	46,913.29	.00	.00	.00	100.00
3-1312-431-00-123-312-1-731	HAVANA S/D-ROADS	26,308.00	.00	.00	.00	26,308.00	.00
3-1312-431-00-123-348-0-731	JARDIN TERRACE SUBDIVISION-ROADS	112,194.75	.00	.00	.00	112,194.75	.00
3-1312-431-00-123-385-1-731	LA HOMA RD S S/D-ROADS	3,327.50	.00	.00	.00	3,327.50	.00
3-1312-431-00-123-488-0-731	MUNOZ ESTATES-ROADS	67,773.45	.00	.00	.00	67,773.45	.00
3-1312-431-00-123-536-0-731	PALM LAKE ESTATES #1-ROADS	320,128.93	.00	.00	.00	320,128.93	.00
3-1312-431-00-123-536-1-731	PALM LAKE ESTS #1-ROADS	140,622.00	.00	.00	.00	140,622.00	.00
3-1312-431-00-123-587-0-731	RAMIREZ SUBDIVISION-ROADS	37,766.71	.00	.00	.00	37,766.71	.00
3-1312-431-00-123-588-0-731	RAMIREZ SUBDIVISION #2-ROADS	35,917.18	.00	.00	.00	35,917.18	.00
3-1312-431-00-123-589-0-731	RAMIREZ SUBDIVISION #3-ROADS	55,289.04	.00	.00	.00	55,289.04	.00
3-1312-431-00-123-600-0-731	RANDOLPH BARNETT #1-ROADS	46,772.14	.00	.00	.00	46,772.14	.00
3-1312-431-00-123-606-0-731	REGAL ESTATES-ROADS	119,424.19	.00	.00	.00	119,424.19	.00
3-1312-431-00-123-780-1-731	VEREDA TROPICAL-ROADS	90,779.50	.00	.00	.00	90,779.50	.00
3-1312-431-00-124-260-0-731	ENGLEMAN EST-ROADS	129,034.48	.00	.00	.00	129,034.48	.00
3-1312-431-00-124-300-0-731	HACIENDA DE LOS VEGAS-ROADS	2,524.16	.00	.00	.00	2,524.16	.00
3-1312-431-00-124-329-0-731	HOEN DRIVE SUBD-ROADS	194,027.82	.00	.00	.00	194,027.82	.00
3-1312-431-00-124-401-0-731	LAKEVIEW SUBDIVISION-ROADS	267,295.85	267,295.85	.00	.00	.00	100.00
3-1312-431-00-124-406-0-731	LAS BRISAS-ROADS	40,635.44	5,621.58	.00	.00	35,013.86	13.83
3-1312-431-00-124-603-0-731	RANKIN SUB-ROADS	197,742.69	.00	.00	.00	197,742.69	.00
3-1312-431-00-124-752-0-731	TRENTON TERRACE-ROADS	60,101.82	.00	.00	.00	60,101.82	.00
3-1315-431-00-121-039-0-731	TXDOT-MILE 6 WEST(US83-SH107)-ROADS	249,641.34	185,832.81	.00	.00	63,808.53	74.44
3-1315-431-00-121-040-0-731	TXDOT-MILE 2 WEST(MILE12-US83)-ROADS	795,483.89	29,763.69	.00	.00	765,720.20	3.74
3-1315-431-00-122-028-0-731	TXDOT-S. MCCOLL ROAD-ROADS	45,663.59	.00	.00	.00	45,663.59	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
3-1315-431-00-122-081-0-731	TXDOT-NOLANA LOOP-ROADS	70,000.00	.00	.00	.00	70,000.00	.00
3-1315-431-00-122-085-0-731	TXDOT-THOMAS RD(JCKSN-STEWART)-ROADS	14,796.61	.00	.00	.00	14,796.61	.00
3-1315-431-00-123-094-0-731	TXDOT-M2N (MOOREFIELD-LA HOMA)-ROADS	23,249.71	19,327.11	.00	.00	3,922.60	83.13
3-1315-431-00-124-023-0-731	TXDOT-"I" RD(OWASSA-US281)-ROAD	9,650.00	.00	.00	.00	9,650.00	.00
3-1331-431-00-121-016-0-731	CO2001-PCT1-ROADS	5,391.00	.00	.00	.00	5,391.00	.00
3-1331-431-00-123-010-0-731	CO2001-PCT3-ROADS	13,294.69	13,294.69	.00	.00	.00	100.00
3-1334-431-00-121-025-0-731	CO2004-PCT1-ROADS	7,818.61	.00	.00	.00	7,818.61	.00
3-1336-431-00-121-041-0-731	CO2006-PCT1-ROADS	51,870.27	.00	.00	.00	51,870.27	.00
3-1336-431-00-121-076-0-731	CO2006-PCT1 M10N (M4W-E1215') WIDEN-ROAD	60,000.00	.00	.00	.00	60,000.00	.00
3-1336-431-00-123-045-0-731	CO2006-PCT3 LA HOMA(SH495-FM1924)-ROADS	3,300.00	3,300.00	.00	.00	.00	100.00
3-1336-431-00-123-051-0-731	CO2006-PCT3 M3N (TOMGILL-FM2221)-ROADS	45,001.77	45,001.77	.00	.00	.00	100.00
3-1336-431-00-123-081-0-731	CO2006-PCT3 CIRCLE 6RD(N&S OF M4)-ROADS	134.69	.00	.00	.00	134.69	.00
3-1339-431-00-122-027-0-731	CO2009-PCT2 TOWER RD(MOORE-BALLI)-ROAD	89,032.42	25,578.32	.00	.00	63,454.10	28.73
3-1341-431-00-124-030-0-731	CO 2009B&C-PCT4 10TH (SH107-FM1925)-ROAD	139,424.23	113,965.35	25,315.78	25,315.78	143.10	99.90
3-1342-431-00-121-085-0-731	CO2010A&B-PCT1 MILE17N(FM88-FM1015)-ROAD	78,800.56	.00	.00	.00	78,800.56	.00
3-1342-431-00-121-086-0-731	CO2010A&B-PCT1 PLEASANTVIEW(S.11-34)-RD	16,663.80	.00	.00	.00	16,663.80	.00
3-1342-431-00-121-099-0-731	CO2010A&B-PCT1 VALDEZ(ARMANDO-DITCH)-RD	759.42	.00	.00	.00	759.42	.00
3-1342-431-00-121-101-0-731	CO2010A&B-PCT1MINNESOTA(GOOLIE-DILLO)-RD	10,242.06	4,726.06	.00	.00	5,516.00	46.14
3-1342-431-00-121-104-0-731	CO2010A&B-PCT1 MILE 2E (BUS83-M6N)-ROAD	35,107.20	28,547.20	.00	.00	6,560.00	81.31
3-1342-431-00-122-027-0-731	CO2010A&B-PCT2 TOWER RD(MOORE-BALI)-ROAD	39,275.00	39,275.00	.00	.00	.00	100.00
3-1342-431-00-122-049-0-731	CO2010A&B-PCT2TOWER(OWASA-ALAMO CTY)-RD	117,772.99	72,053.14	.00	.00	45,719.85	61.18
3-1342-431-00-123-094-0-731	CO2010A&B-PCT3 M2N(MOOREFIELD-LAHOMA)-RD	186,013.52	186,013.52	.00	.00	.00	100.00
3-1342-431-00-123-100-0-731	CO2010A&B-PCT3 LBRTY/T.GIL(83-FM2221)-RD	217,034.04	114,079.28	102,954.76	102,954.76	.00	100.00

AI-37938 **Purchasing Department 20. A. 5.**

CC REGULAR

Meeting Date: 04/02/2013

Submitted For: Martha L. Salazar **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to Texas Local government code, Chapter 116, including Section .024 - Selection of Depositories and Sub-depositories, discussion, consideration and action, including, but not limited to the following:

1. (a) At the meeting at which banks are to be selected as county depositories, the commissioners court shall:

a. enter in the minutes of the court all applications filed with the county judge; meeting of CC 3-12-13 announcing the submission of four (4) applications and one letter from: BBVA-Compass, Frost Bank, Inter National Bank, Lone Star National Bank and letter from First National Bank;

b. consider all applications and presentation of scoring grid by the Grading Committee for the purpose of ranking the qualified applicant(s) that offer the most favorable terms and conditions for the handling of county funds;

2. Authorization for the grading committee to proceed to finalize a depository bank contract and a lockbox agreement Hidalgo County and/or Hidalgo County Drainage District #1 (if applicable) commencing with the highest ranked applicant.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	03/28/2013 12:25 PM
Purchasing Department	Marty Salazar	03/28/2013 02:10 PM

Form Started By: Yolanda Velasquez Started On: 03/26/2013 03:16 PM

Final Approval Date: 03/28/2013

AI-37748 **20. B. 1.**

CC REGULAR

Meeting Date: 04/02/2013

Submitted For: Hon. Lupe Trevino, HC Sheriff Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting to reject bids received (since bids did not meet specifications) for "Electronic Security System Maintenance & Repair Service"- RFB NO.: 2013-007-01-23-SGS.

BACKGROUND

Will be seeking RFSQs; 2012 expenditures did not exceed the $50,000.00 (per year) statutory bid limit.

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-423-21-280-002-0-432

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

BUDGETARY IMPACT:

No Budgetary Impact; Requesting to reject bids...

Attachments

Memorandum

Expenditures-2012 & 2013

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/26/2013 04:18 PM
Budget & Management	Ivan Cantu	03/27/2013 08:05 AM
Manuel Chapa	Manuel Chapa	03/28/2013 08:26 AM
Auditor's Office	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Sandy Suarez Started On: 03/18/2013 01:25 PM

Final Approval Date: 03/28/2013

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
FEB 06 2013
By

3:01

MEMORANDUM

TO: Rene Gonzalez, Commander
Hidalgo County Sheriff's Office

ATTN: Juan Tapia, Procurement Specialist

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

DATE: January 24, 2013

RE: **BID AWARD RECOMMENDATION/ CONCURRENCE REQUEST**
Bid No. 2013-007-01-23-SGS-Hidalgo County Sheriff's Office-"Electrical Security System Maintenance and Repair Services"

We have received one (2) respondes to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

Please acknowledge by signing below, your recommendation/concurrence to award to the bidder meeting all specifications/requirements and return to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Wednesday, January 30 2013 @10:00 A.M. in order to place this item on the agenda for next proposed Commissioners Court Meeting, Tuesday, February 12, 2013.**

Indicate the name of the Vendor(s) in the box below. Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

COMMENTS/CONCERNS: Please reject all bids received.
Reason: Bidder companies do not comply as MTI Software
Re-bid Project and request current contract extension
Budget Acct No.: 3-1100-423-21-280-002-0-432

Thank You
J Tapia

AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE

Enclosures

Commodity Codes Totals
from 1/1/2011 to 12/27/2012

Commodity	CC	CO	EX	MISC	OM	SS	Grand Total
93636					150.00		150.00
93638					274.75		274.75
93639	14,905.00	9.38		5,000.00	1,565.00		21,479.38
93640			101.25	446.34			547.59
93641					7.99		7.99
93648			260.00				260.00
93650					500.00		500.00
93652		59.67					59.67
93655		686.98					686.98
93657			998.64	(885.00)	1,135.00		1,248.64
936609					790.00		790.00
93662		110.29	519.33	578.62	1,561.17		2,769.41
93664					975.00		975.00
93667				212.47	1,872.00		2,084.47
93673	17,890.00	787.50		3,613.40	2,015.00		24,305.90
93675			574.34		600.00		1,174.34
93678			1,205.00	10.00	828.50		2,043.50

Commodity Codes Totals
from 1/1/2013 to 3/11/2013

Commodity	CC	CO	EX	MISC	OM	SS	Grand Total
92935			1,270.00				1,270.00
92943			850.00	(230.97)			619.03
92947			260.00				260.00
92985			770.00				770.00
93130	11,000.00				1,902.50		12,902.50
93145	169.00	49.00					218.00
93429					145.95		145.95
93442					417.00		417.00
93446			275.46				275.46
93484				9,540.00	2,700.00		12,240.00
93608		168.00					168.00
93609					3,134.70		3,134.70
93623					975.00		975.00
93627	459.00			(229.50)			229.50
93633		5,778.16		188.91	1,495.00		7,462.07
93634	4,150.00						4,150.00
93639	9,125.00						9,125.00
93640		50.00					50.00
93648	2,000.00						2,000.00
93650					1,000.00		1,000.00
93652		33.13					33.13
93662					260.00		260.00
93667					900.00		900.00
93673	12,025.00		123.11		700.00		12,848.11

AI-37933 **Closed Session 21. C.**

CC REGULAR

Meeting Date: 04/02/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Dora Herrera

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Ivan Cantu	03/26/2013 02:18 PM
Purchasing Department	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Aida Alvarez Started On: 03/26/2013 02:04 PM

Final Approval Date: 03/28/2013

AI-37935 **Closed Session 21. D.**

CC REGULAR

Meeting Date: 04/02/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Maria E. Sanchez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Ivan Cantu	03/26/2013 02:17 PM
Purchasing Department	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Aida Alvarez Started On: 03/26/2013 02:07 PM

Final Approval Date: 03/28/2013

AI-37955 **Closed Session 21. E.**

CC REGULAR

Meeting Date: 04/02/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Jaime Pinon

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Ivan Cantu	03/27/2013 01:39 PM
Purchasing Department	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Aida Alvarez Started On: 03/27/2013 12:41 PM

Final Approval Date: 03/28/2013

AI-37962 **Closed Session 21. F.**

CC REGULAR

Meeting Date: 04/02/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Yesenia Alvarez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	03/27/2013 03:20 PM
Purchasing Department	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Aida Alvarez Started On: 03/27/2013 02:39 PM

Final Approval Date: 03/28/2013

AI-37979 **Closed Session 21. G.**

CC REGULAR

Meeting Date: 04/02/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2013-00146; Delma Cadena

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	03/28/2013 01:59 PM
Budget & Management Auditor's Office	Angela Garcia	03/28/2013 01:59 PM
Purchasing Department		
Form Started By: Monica Badillo		Started On: 03/28/2013

AI-37934 **Open Session 22. C.**

CC REGULAR

Meeting Date: 04/02/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Dora Herrera

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Ivan Cantu	03/26/2013 02:17 PM
Purchasing Department	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Aida Alvarez Started On: 03/26/2013 02:06 PM

Final Approval Date: 03/28/2013

AI-37936 **Open Session 22. D.**

CC REGULAR

Meeting Date: 04/02/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Maria E. Sanchez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Ivan Cantu	03/26/2013 02:18 PM
Purchasing Department	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Aida Alvarez Started On: 03/26/2013 02:08 PM

Final Approval Date: 03/28/2013

AI-37956 **Open Session 22. E.**

CC REGULAR

Meeting Date: 04/02/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Jaime Pinon

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Ivan Cantu	03/27/2013 01:39 PM
Purchasing Department	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Aida Alvarez Started On: 03/27/2013 12:51 PM

Final Approval Date: 03/28/2013

AI-37963 **Open Session 22. F.**

CC REGULAR

Meeting Date: 04/02/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Yesenia Alvarez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	03/27/2013 03:20 PM
Purchasing Department	Angela Garcia	03/28/2013 12:25 PM

Form Started By: Aida Alvarez Started On: 03/27/2013 02:41 PM

Final Approval Date: 03/28/2013

AI-37980 **Open Session 22. G.**

CC REGULAR

Meeting Date: 04/02/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2013-00146; Delma Cadena

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	03/28/2013 01:59 PM
Budget & Management Auditor's Office	Angela Garcia	03/28/2013 01:59 PM
Purchasing Department		
Form Started By: Monica Badillo		Started On: 03/28/2013