AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
December 10, 2013
9:30 A.M.

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

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

6. **County Judge's Office:**

A. **AI-41991** Discussion, consideration, and action regarding written Resolution and ballot selection of Appraisal District Board of Directors for 2014-2015.

B. **AI-42138** Discussion, consideration, and approval of Letter of Support for the Rio Grande Regional Water Authority (RGRWA).

7. **Executive Officer - Valde Guerra:**

A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement

B. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
1) Renovations to Former Administration Building 1st and 2nd Floors
2) Update on other ongoing county owned building construction and renovation repair projects
3) Emergency situations occurring since last agenda meeting

8. **District Attorney's Office - Roy Cazares:**

A. **AI-41941** Authorization and approval to accept the Memorandum of Understanding between the Hidalgo County District Attorney's Office and the Hidalgo County Health and Human Services Department.

9. **Tax Office - Paul Villarreal:**

A. **AI-41963** Approval to process the following invoices as claims for AT&T account#: (956) 584-7501 447 9 in the amount of $102.09 with authority for County Treasurer to issue payment after review & auditing procedures are completed.

For the month of:	**Amount**
June 7, 2013	$20.22
July 7, 2013	$20.52
August 7, 2013	$20.39
September 7, 2013	$20.48
October 7, 2013	$20.39
Total:	**$102.09**

10. **Health & Human Services Department - Eddie Olivarez**

A. **Health Care Funding District:**

1. Discussion and/or action, including but not limited to Health Care Funding District and/or Expenditures

B. **Indigent Health Care Program:**

1. Discussion and/or action, including but not limited to Indigent Health Care Program and 1115 Waiver and/or Expenditures

11. **Emergency Management - Oscar Montoya:**

A. **AI-41968** Requesting consideration and authorization for Hidalgo County to execute a Memorandum of Understanding between Hidalgo County and City of McAllen and establishing ownership of the core radio controller purchased under the Assistance to Firefighters Grant.

12. **IT Department - Renan Ramirez**

A. **AI-42008**

Invoice Date	Invoice	Vendor	Amount
11/03/13	803358989	AT & T Long Distance	$297.59

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

13. **Urban County - Diana Serna:**

A. **AI-41958** The Urban County Program is requesting the award a bid and approval a contract under the Owner-Occupied Rehabilitation Program for the following:
1. (1) Unit in the City of Mercedes for demolition and reconstruction in the amount of $56,350.00 to A-One Insulation.

B. **AI-41946** Request authorization to enter into a 60-month lease agreement for a DM100 Digital Mailing System with Pitney Bowes, Inc an awarded vendor through BuyBoard contract #: 407-12 in the amount of $70.00/month. The Lease will commence with billing cycle 1/30/14. The lease includes the re-set, (EMA) Maintenance, rates for scale, confirmation services that save on certified/overnight & second days.

C. **AI-41956** The Urban County Program is requesting the award of bids and approval of contracts under the Owner-Occupied Rehabilitation Program for the following:
1. (1) Unit in the City of Granjeno for demolition and reconstruction in the amount of $55,890.00 to Argo Construction,LLC
2. (1) Unit in the City of Granjeno for rehabilitation in the amount of $16,500.00 to A-One Insulation.

D. **AI-41992** Requesting approval of a program amendment for Hidalgo County Urban County Program for the City of Donna, the proposed program amendment is for the Fiscal Year 21 (2008) work plan. The Program Amendment will create a new street improvements project to allow for the construction of Victoria Road (from Business 83 to Sites Road), within the City of Donna boundaries.

E. **AI-41993** The Urban County Program on behalf of the Hidalgo County Precinct No. 3 is requesting approval of amendment to professional service agreement with Javier Hinojosa Engineering, to increase agreement in the amount of $7,200.00 utilizing CDBG FY (2008) Street Improvements project funds.

F. **AI-42070** Requesting authorization to dispose of Community Development Block Grant records for Program Years 1987 thru 2008

14. **Elections Administration - Yvonne Ramon:**

A. **AI-41998** 1. Discussion, consideration and action for posting Early Voting rosters on the Hidalgo County Elections Department's website as per Election Code Section 87.121 Early Voting Rosters.

2. Discussion, consideration and action for posting Election Day roster on the Hidalgo County Elections Department's website.

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

A. **AI-42139** Discussion and Possible Action to execute the LPA Standard Utility Agreement for FM 681 with Sharyland Water Supply Corporation and AEP Texas Central Co. (AEP-TCC).

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

A. **AI-42095** Pct. #1 R&B (1200):
1. Approval of Certification of Revenues as certified by the County Auditor for TxDOT Reimbursement of BCAP Forced Labor - El Mesquite Subdivision and Mid Valley Estates Subdivision.

2. Approval of 2013 appropriation of funds into Precinct No.1 Road & Maintenance (program 005) in the amount of $119,246.61.

17. **Precinct #2 - Comm. H. Palacios:**

A. **AI-41891** 1. Approval of Interlocal Cooperation Agreement between Military Highway Water Supply Corporation and County of Hidalgo, Texas to extend 10" potable water supply line.
2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the interlocal cooperation agreement project to assist the Military Highway Water Supply Corporation in the extension a 10" potable water supply line for the Precinct 2 Equipment & Maintenance Facility Project.

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

A. **Budget Appropriations:**

1. **AI-42135** Precinct No.4 Road Project:
A. Approval of Certification of Revenues by the County Auditor, for proceeds from the sale of assets to Hidalgo County DD No.1

B. Approval of 2013 appropriation of funds in the amount of $549,575.00 for FM 1925 road project.

19. **Purchasing Department - Marty Salazar:**
Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

1. **AI-42056** Presentation for discussion, consideration and applicable action for the engagement of professional consulting services provider in connection with securing funding from: Settlement BP Deepwater Horizon Restoration Project including, but not limited to, the following options:

   A. Exemption from competitive bidding requirements under Texas Local Government Code, Chapter, 262.024(a)(4) a professional service to negotiate an agreement;

   B. Procure a professional consulting services contract by formally publishing/advertising a solicitation for a Request for Proposals (with qualifications) for same.

2. **AI-42119** Acceptance and approval to exercise the option to extend the current inter-local cooperation agreement for an additional one (1) year (as stipulated/detailed in agreement) between Hidalgo County and the City of Edinburg for MSW & Tire disposal services.

3. **AI-42105** Request by lessor, Triple R Medical Facilities (with recommendation from UCP Director to CC to approve) for additional days on the acceptance date of construction of the "Lease of Office Space for Urban County Program" with extension through end of December 2013 through project #C-13-177-07-23.

B. Pct. 4

1. **AI-42061** **a.** Requesting approval of a **professional architectural "on call" services agreement** with **RABA-KISTNER, INC**. for the purposes of Repairs/Renovations/Remodeling and/or Additions/Alterations on a "per project basis" for County owned Buildings/Structures located within Hidalgo County Precinct No. 4, through the forms of an AIA Agreement and as selected for negotiations through County's protocol under the "POOL" of Architects.

   b. Requesting approval of a "professional engineering services" agreement with **L&G CONSULTING ENGINEERS, INC.** d/b/a **L&G ENGINEERING** for: "Professional Engineering Services" in connection to **Job Specific Project: Environmental Assessment, Public Involvement, Schematic and Hydrologic Design** for the **"FM 1925 (from FM 907 (Alamo Road) East to East of SH68 (Uresti Street)"** located within **Hidalgo County Precinct No. 4;**

   c. Pursuant to Article 14 of the "professional engineering services" agreement with L&G CONSULTING ENGINEERS, INC. d/b/a L&G ENGINEERING, is requesting approval to engage the services of sub-contractor **(AMATERRA ENVIRONMENTAL, INC.)** with adherence to insurance provisions required by said article;

d. Requesting approval of **Work Authorization No. 1 ($ 549,575.00)** from **L&G CONSULTING ENGINEERS, INC.** d/b/a **L&G ENGINEERING** for Professional Engineering Services" in connection to **Job Specific Project**: **Environmental Assessment, Public Involvement, Schematic and Hydrologic Design** for the **"FM 1925 (from FM 907 (Alamo Road) East to East of SH68 (Uresti Street)"** located within **Hidalgo County Precinct No. 4.**

e. Requesting approval of a "professional surveying services agreement" with **ARANDA & ASSOCIATES, INC**. for the purposes of **(Job Specific)** "Surveying Services" for: **"BREWSTER PARK PROJECT"** located within Hidalgo County Precinct No. 4.

C. Budget & Management

1. **AI-41789** Approval for HC to exercise the first (1st) (of two (2) possible) one (1) year extensions as provided in the RFP #2010-195-09-22-YSI Property & Casualty Insurance with acceptance and approval of detailed schedule of premiums/fees as attached hereto as 2014 Coverage Summary for Property and Casualty Insurance policies in the total amount of $2,590,729.00 effective January 01, 2014 through January 01, 2015 with authority for County Treasurer to issue payment(s)/check(s) after review, audit and processing procedures completed by County Auditor with the authority for Valde Guerra, HCCC's Executive Officer to sign any applicable documentation.

2. **AI-42088** A. Presentation of scoring grid below (for the purposes of ranking by CC as qualified to continue process) of the responses received and evaluated in connection with RFP No. 13-155-11-20-YSI "Excess Workers' Compensation Insurance" in order to proceed forward with the negotiation portions of the procurement process:

	Montalvo Insurance Agency	The Klement Agency
Evaluator 1	94	DNMS*
Evaluator 2	87	DNMS*
Evaluator 3	87	DNMS*
Average Score	89	DNMS*
CC Rank		-

***Does Not Meet the Specifications/Requirements approved by Hidalgo County**

B. Requesting authority for Purchasing Department to enter into negotiations with the number one (1) ranked proposer/vendor Montalvo Insurance for: Excess Workers' Compensation Insurance.

3. AI-42087 a. Presentation of scoring grid below (for the purposes of ranking by CC) of the responses received and evaluated in connection with RFP No. 13-154-11-06-YSI "Quality Claims Administration Services for Workers' Compensation", in order to proceed forward with the negotiation portion of the procurement process:

	Tristar Risk Management	One-To-One Claims
Evaluator 1	97	81
Evaluator 2	95	87
Evaluator 3	96	76
Average Score	96	81
CC Rank		

b. Requesting authority for Purchasing Department to enter into negotiations with the number one (1) ranked proposer/vendor _____for Quality Claims Administration Services for Workers Compensation.

20. **Closed Session:**
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Real Estate Acquisition

B. Pending and/or potential litigation
1. 115.05 ACRE TRACT OF LAND, LOTS 10, 15 & 16 SECTION 277 TEXAS MEXICAN RAILWAY

C. AI-42063 C-6392-13-I; San Juanita Saldana, et al v. Hidalgo County and Hidalgo County Elections Administrator

D. AI-42128 C-2135-13-E; Esperanza G. Garcia v. Hidalgo County

E. AI-42131 EEOC Charge No. 451-2014-00350; Eugenia Andrade

F. AI-42096 C-1989-12-B Domingo Gonzalez v. County of Hidalgo, in the 93rd Judicial District Court of Hidalgo County, Texas

G. AI-42024 Subrogation Claim Against Erasmo Luna

H. AI-42099 Subrogation Claim Against Noe Vela-Castillo

I. AI-42148 Claim of Elda Martinez

21. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation
1. 115.05 ACRE TRACT OF LAND, LOTS 10, 15 & 16 SECTION 277 TEXAS MEXICAN RAILWAY

C. **AI-42064** C-6392-13-I; San Juanita Saldana, et al v. Hidalgo County and Hidalgo County Elections Administrator

D. **AI-42129** C-2135-13-E; Esperanza G. Garcia v. Hidalgo County

E. **AI-42132** EEOC Charge No. 451-2014-00350; Eugenia Andrade

F. **AI-42098** C-1989-12-B Domingo Gonzalez v. County of Hidalgo, in the 93rd Judicial District Court of Hidalgo County, Texas

G. **AI-42025** Subrogation Claim Against Erasmo Luna

H. **AI-42100** Subrogation Claim Against Noe Vela-Castillo

I. **AI-42149** Claim of Elda Martinez

22. **Closed Session:**
Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

23. **Open Session:**
Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

24. **Adjourn**

AI-41991 **County Judge's Office 6. A.**

CC REGULAR

Meeting Date: 12/10/2013

Submitted For: Yolanda Chapa **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and action regarding written Resolution and ballot selection of Appraisal District Board of Directors for 2014-2015.

BACKGROUND

Attachments

letter & ballot

voting entitlment

resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/26/2013 03:20 PM
Manuel Chapa	Manuel Chapa	11/26/2013 04:02 PM
Purchasing Department	Monica Badillo	12/06/2013 04:57 PM

Form Started By: SANDRA DELEON Started On: 11/26/2013 10:53 AM

Final Approval Date: 12/06/2013

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION
Rolando Garza, Chief Appraiser
Guadalupe Navarro, Asst. Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461
Administration Fax: (956) 289-2120

www.hidalgoad.org

BOARD OF DIRECTORS
Richard A. Garza Chairman
Arturo E. Guerra, Jr. Vice-Chairman
David Hernandez Secretary
Pete Garcia Member
Amador Requenez Member
Pablo "Paul" Villarreal, Jr. Member

RECEIVED
OCT 22 2013
COUNTY JUDGE

October 21, 2013

Honorable County Judge
Mr. Ramon Garcia
PO Box 1356
Edinburg, TX 78540-1356

Re: Election Ballot 2014-2015 Appraisal District Board of Directors

Dear Judge Garcia:

As prescribed by Section 6.03 of the Texas Property Tax Code enclosed you will find the "Official Ballot" with the candidate's names and the number of votes that you are authorized to cast in the election for Board of Directors for the Hidalgo County Appraisal District. In addition, for your review, I have provided a condensed biography of each candidate and a list of the total vote distribution to all entities.

There are five Board of Directors, who are elected by the taxing units that participate in the District which governs Hidalgo County Appraisal District. The County Tax Assessor-Collector Mr. Pablo "Paul" Villarreal Jr. is not elected to the Board but serves as a non-voting director.

The governing body of a taxing unit may cast all its votes for one candidate or distribute them among any number of candidates. Each voting unit shall determine its vote by written resolution and submit it to the Chief Appraiser before DECEMBER 15, 2013. A voting unit can only cast its votes for candidates named on the ballot. There is no provision for write-in candidates. The Chief Appraiser will not count votes cast for someone not listed on the official ballot.

The Chief Appraiser will count all the votes timely submitted and declare the five candidates who received the largest cumulative vote totals elected, and submit the results before DECEMBER 31, 2013 to the governing body of each taxing unit in the district and to the candidates.

If you have any questions, or I can provide you with any additional information, please do not hesitate to contact me at (956) 381-8466.

Sincerely,

Rolando Garza

Rolando Garza, RPA
Chief Appraiser

RG:pa

Enclosures

HIDALGO COUNTY APPRAISAL DISTRICT

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BOARD OF DIRECTORS
Richard A. Garza — Chairman
Arturo E. Guerra, Jr. — Vice-Chairman
David Hernandez — Secretary
Pete Garcia — Member
Amador Requenez — Member
Pablo "Paul" Villarreal, Jr. — Member

Hidalgo County Appraisal District
4405 S. Professional Drive
PO Box 208
Edinburg, TX 78540-0208

"OFFICIAL BALLOT"

Election of 2014 - 2015
Appraisal District Board of Directors

Entity: Hidalgo County	Authorized Votes: 1185
Nominee	**# Of Votes**
Eddie Cano	
Albert Cardenas	
Rudy Elizondo	
Pete Garcia	
Richard A. Garza	
David Hernandez	
Angel Magallanes	
Amador Requenez	

Date Resolution Passed
(Attach Resolution)

Authorized Representative

cc: Finance Director of each entity

HIDALGO COUNTY APPRAISAL DISTRICT
2014 - 2015
BOARD OF DIRECTORS NOMINEES

Cardenas, Albert
McAllen
Current Board member of McAllen Public Utility Board
Current Board members Boys and Girls Club
Vice-President Easton Construction dealing mainly with commercial projects with offices in McAllen & San Antonio
Served 6 years on the McAllen Planning and Zoning Board

Cano, Eddie R.
McAllen
Founder & owner of Cano Coors Dist. Co. in 1979
Past President Hidalgo Whole Sale Beer Distributor's Association 10 years
Served as a member of the Board of Directors for Co-Step 6 year
Served as member Texas Commerce Bank & Chase 22 years
Served as member of Hidalgo County Appraisal Review Board, two years as Chairman 2006-2012
Presently serving on Board of Directors of South Texas Higher Education Authority
Current President Cano family Co., a family owned Property Development & Management Business

Elizondo, Rodrigo "Rudy"
McAllen
Board of Directors of McAllen Affordable Homes for 10 years
Board of Directors of Rio Grande Builders Association past president 10 times
Currently serving on McAllen Planning & Zoning & McAllen Parks Blue Ribbon Board
Board member of Casa for Kids

Garcia, Pete
San Juan
Presently self-employed
Worked for Swift & Beef Company for 20 years as meat Buyer and Sales Manager;
PSJA School Board from 2004 to present
Member of Region I School Board Association of Texas
TSAB Legislative Advisory Council; National Association of School Boards
Mexican School Boards and National Association of Latino Elected Officials
Current member Hidalgo County Appraisal District Board of Directors 2010 to present

Garza, Richard A.
Edinburg
Real Estate Broker and Partner for over 3 decades BIC Realty
President of BIC Investments
BIC GR Land, Garco, Ltd., BIC Development Corp, & Gold Star Holdings Real Estate
Owner of Cuartitos.com shipping container sales
McAllen Board of Realtors
Past Commissioner McAllen Planning & Zoning Commission
Past Vice President of Finance Discovery School Board,
Texas Land Developers Association
Plazas Del Lago HOA-Director,
Chairman, Hidalgo County Appraisal District Board of Directors 1991 to present
Boy Scouts of America-Troop Leader,
Bachelor of Business Administration-Finance 1985
Member of Holy Spirit Catholic Church,
Member of various organizations

Hernandez, David
Weslaco
President/Owner & Operator of Holiday Wine & Liquors
Owner of Hernandez Farms
Board member Hidalgo County Appraisal District Board of Directors 2006 to present
Served 6 years as Director Weslaco Economic Corporation
Served 7 years as Director Weslaco Economic Corporation
Served 21 years and continue to serve on Weslaco Planning & Zoning Commission;
Former Weslaco ISD Board Member
Former McAllen Boys & Girls Club Board member;
Former Palm Valley Animal Shelter Board member

Magallanes, Angel
Donna
Bachelor's Degree in Education Texas A & M University College Station
Principal Certification University of Texas Pan American, currently working towards Superintendent Certification
Former teacher with Edinburg ISD
Former Curriculum Coordinator at Mercedes ISD
Onsite specialist with Texas Association of School Boards (TSAB), assisting school boards with developing energy management plans in South Texas
Donna ISD School Board Member 2010-Present

2014-2015 Board of Directors Nominees

Requenez, Amador
Mission
Owner & Operator of Valley Welding Steel & Steel Fabrication in Mission since 1970
Owner & Operator of Valley Crane Service since 1970
Member of the (AGC) Associated General Contractors of America for 43 years
Member of Mission Chamber of Commerce for 20 years and Director for 4 year
Member of Mission Rotary for 20 years
Served on the Board of Hidalgo County Water District #6
Served on the Board of Hidalgo PIC (Private Industry Council)
Served on Board of Hidalgo County Appraisal District from 1992 to 2009
Current Board member Hidalgo County Appraisal Board of Directors 2012 to present

2014-2015
VOTING ENTITLMENT
HCAD BOARD OF DIRECTORS

	2012	2012	2012		2014-2015	2014-2015
ENTITY:	**Tax Levied**	**Total Levy**	**Percent**	**Votes**	**Directorships**	**Official Votes**
Hidalgo County	$ 189,670,084	$ 674,141,691	23.670%	237	5	1185
Drainage Dist.#1	$ 19,883,462	$ 674,141,691	2.948%	29	5	145
Cities:						
Alamo	$ 2,787,662	$ 674,141,691	0.413%	4	5	20
Alton	$ 1,374,802	$ 674,141,691	0.204%	2	5	10
Donna	$ 4,750,650	$ 674,141,691	0.705%	7	5	35
Edcouch	$ 446,168	$ 674,141,691	0.066%	1	5	5
Edinburg	$ 21,110,636	$ 674,141,691	3.131%	31	5	155
Elsa	$ 1,155,838	$ 674,141,691	0.171%	2	5	10
Granjeno	$ 18,487	$ 674,141,691	0.003%	1	5	5
Hidalgo	$ 1,608,689	$ 674,141,691	0.239%	2	5	10
La Joya	$ 687,108	$ 674,141,691	0.102%	1	5	5
La Villa	$ 328,021	$ 674,141,691	0.049%	1	5	5
McAllen	$ 32,234,694	$ 674,141,691	4.782%	48	5	240
Mercedes	$ 3,841,810	$ 674,141,691	0.626%	5	5	25
Mission	$ 17,911,598	$ 674,141,691	2.657%	27	5	135
Palmview	$ 895,338	$ 674,141,691	0.133%	1	5	5
Penitas	$ 647,634	$ 674,141,691	0.096%	1	5	5
Progreso	$ 360,841	$ 674,141,691	0.053%	1	5	5
Pharr	$ 14,820,842	$ 674,141,691	2.198%	22	5	110
San Juan	$ 5,863,669	$ 674,141,691	0.870%	9	5	45
Sullivan City	$ 279,394	$ 674,141,691	0.041%	1	5	5
Weslaco	$ 12,080,564	$ 674,141,691	1.792%	18	5	90
Schools:						
Donna	$ 12,462,349	$ 674,141,691	1.849%	18	5	90
Edcouch-Elsa	$ 3,307,676	$ 674,141,691	0.491%	5	5	25
Edinburg	$ 62,082,734	$ 674,141,691	9.209%	92	5	460
Hidalgo	$ 6,116,403	$ 674,141,691	0.907%	9	5	45
La Joya	$ 27,488,724	$ 674,141,691	4.077%	41	5	205
La Villa	$ 1,276,014	$ 674,141,691	0.189%	2	5	10
Lyford	$ 112,430	$ 674,141,691	0.017%	1	5	5
McAllen	$ 68,843,140	$ 674,141,691	10.212%	102	5	510
Mercedes	$ 5,669,646	$ 674,141,691	0.841%	8	5	40
Mission	$ 20,700,162	$ 674,141,691	3.071%	31	5	155
Monte Alto	$ 988,308	$ 674,141,691	0.146%	1	5	5
PSJA	$ 46,707,020	$ 674,141,691	6.928%	69	5	345
Progreso	$ 1,767,494	$ 674,141,691	0.261%	3	5	15
Sharyland	$ 32,509,815	$ 674,141,691	4.822%	48	5	240
So Tx College	$ 41,616,411	$ 674,141,691	6.173%	62	5	310
South Texas ISD	$ 13,891,635	$ 674,141,691	2.061%	21	5	105
Valley View	$ 5,483,882	$ 674,141,691	0.813%	8	5	40
Weslaco	$ 20,814,899	$ 674,141,691	3.088%	31	5	155
Grand Total	$ 674,141,691		100.000%			5015

RESOLUTION NO. _____

STATE OF TEXAS
COUNTY OF HIDALGO

WHEREAS, the Chief Appraiser of Hidalgo County Appraisal District has called for the election of the Hidalgo County Appraisal District Board of Directors; and

WHEREAS, the County of Hidalgo is entitled to cast _____ number of votes in said election; and

WHEREAS, all Ballots must be returned by December 15, 2013 which is the deadline date for accepting votes,

NOW, THEREFORE, BE IT RESOLVED BY the County Of Hidalgo that the County does hereby cast

_____ of votes for_____
_____ of votes for_____
_____ of votes for_____
_____ of votes for_____
_____ of votes for_____

for Hidalgo County Appraisal District Board of Directors 2014-2015.

PASSED AND APPROVED by Commissioners' Court of County of Hidalgo on this the _____ day of _____, 2013

_____
County Judge

_____
County Clerk

AI-42138 **County Judge's Office 6. B.**

CC REGULAR

Meeting Date: 12/10/2013

Submitted For: Roberto Villarreal **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and approval of Letter of Support for the Rio Grande Regional Water Authority (RGRWA).

BACKGROUND

RGRWA is applying for a Valley Strategic Water Management Planning Grant from the Texas Water Development Board.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Discussion... letter of support...

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/06/2013 08:50 AM
Manuel Chapa	Manuel Chapa	12/06/2013 04:56 PM
Purchasing Department	Monica Badillo	12/06/2013 04:57 PM

Form Started By: SANDRA DELEON Started On: 12/05/2013 04:32 PM

Final Approval Date: 12/06/2013

OFFICE OF THE COUNTY JUDGE
County Of Hidalgo

RAMON GARCIA
County Judge

December 10, 2013

Mr. Joe A. Barrera
Executive Director
Rio Grande Regional Water Authority
301 W. Railroad
Weslaco, TX 78596

RE: Letter of Support for the Strategic Water Management Plan

Dear: Mr. Barrera

Hidalgo County is pleased to offer our support of the Lower Rio Grande Valley Strategic Water Management Plan as initiated by the Rio Grande Regional Water Authority (RGRWA). Hidalgo County understands the importance of determining the most efficient methodologies to manage the water resources available to the Lower Rio Grande Valley and to reliably meet the future agricultural and municipal water demands from a regional perspective. The service area intended to receive benefits from this project are portions of Hidalgo, Willacy, and Cameron Counties which includes my jurisdiction. As presented, the components included in the study are agricultural conservation measures, reuse of treated wastewater, and Reverse Osmosis (RO) technology to treat brackish groundwater and sea water which may interface with some of the facilities planned by Hidalgo County.

We understand that the RGRWA, with Black & Veatch, is pursuing grant applications from the Texas Water Development Board and other funding agencies to offset some of the costs of this effort. Hidalgo County intends to support coordination efforts by providing information, staff involvement and executive leadership to help successfully complete and guide this project. I understand that additional supplementary funds to support the effort will be evaluated and quantified in the near future for consideration by all stakeholders.

Thank you for the opportunity to participate in this exciting and timely project. If you have any questions, please do not hesitate to contact me at 956-318-2600.

Sincerely,

Ramon Garcia
County Judge

AI-41941 **District Attorney 8. A.**

CC REGULAR

Meeting Date: 12/10/2013

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

Authorization and approval to accept the Memorandum of Understanding between the Hidalgo County District Attorney's Office and the Hidalgo County Health and Human Services Department.

BACKGROUND

The Health Department purchase some equipment through a grant from the Department of State Health Services Public Health Emergency Preparedness discretionary grant named Mass Fatality Management Plan and Support Equipment. Equipment is to be stored at the county Foresic Facitily and used in case of a mass casualty occurance.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Equipment was purchased with Grant funds.

DA will be responsible for all Equipment repairs and maintenance.

Attachments

DA&HD-MOU

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/22/2013 01:44 PM
Manuel Chapa	Manuel Chapa	12/06/2013 03:05 PM
Purchasing Department	Monica Badillo	12/06/2013 04:57 PM

Form Started By: Roy Cazares Started On: 11/22/2013 09:21 AM

Final Approval Date: 12/06/2013

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

AND THE

HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE

PARTIES

This agreement is entered into by and between Hidalgo County Health and Human Services Department ("HCHHSD") and the Hidalgo County Criminal District Attorney's Office ("DA"), hereinafter referred to as "the Parties."

PREAMBLE

WHEREAS, HCHHSD has certain surplus equipment and DA has a need for such surplus equipment (hereinafter "Equipment");

WHEREAS, HCHHSD and DA have common health and safety concerns, close government ties, and DA has a need for such Equipment to continue their efforts;

WHEREAS, HCHHSD purchased the Equipment through the Department of State Health Services ("DSHS") Public Health Emergency Preparedness (PHEP) discretionary grant named Mass Fatality Management Plan and Support Equipment ("Grant");

WHEREAS, the equipment shall be used in support of the scope and needs described in the Mass Fatality Management Plan and Support Equipment DSHS PHEP discretionary Grant.

NOW THEREFORE, for good and sufficient consideration, HCHHSD and DA hereby agree as follows:

TERMS CONDITIONS AND PROCEDURES

SECTION 1. Equipment Sharing:

a) HCHHSD will permanently transfer to DA certain Equipment owned by HCHHSD, which is designated and identified as:

i. Cadaver lift with rolling caster adapter (1)

ii. White Post Mortem Bags (24 cases)

iii. Black Post Mortem Disaster Bags with handles (15 cases)

iv. Locks/tags with number for post mortem bags (500)

v. Exterior envelopes with adhesive back for attaching to post mortem bags (1000)

vi. Blue Nitrile Gloves / powder free (size small 40 boxes, size medium 90 Boxes, size large 90 boxes, size extra large 90 boxes)

SECTION 2. In Consideration of the Equipment Sharing:

a) DA agrees to the following:

i. DA will accept permanently transferred Equipment in "as-is" condition and acknowledges that HCHHSD makes no warranty in any manner as to the fitness of the equipment for any purpose; and

ii. DA will be responsible for all Equipment repairs and maintenance.

b) HCHHSD will receive no compensation from DA for any Equipment shared and/or transferred pursuant to this agreement.

SECTION 3. Effective Date:

a) The effective date of this agreement is _____, 2013, and this Agreement can be terminated upon thirty (30) days written notice.

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, TO BE EFFECTIVE AS STATED HEREIN, BUT MINISTERIALLY SIGNED ON THE DATES INDICATED BELOW.

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

By: _____ _____
Ramon Garcia, Hidalgo County Judge Date

By: _____ _____
Eduardo Olivarez., Chief Administrative Officer Date

HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE

By: _____ _____

Rene Guerra, Hidalgo County Criminal District Attorney — Date

APPROVED AS TO FORM
Hidalgo County District Attorney's Office

By :_____
Michael L. Garza, Assistant DA

AI-41963 **Tax Office 9. A.**

CC REGULAR

Meeting Date: 12/10/2013

Submitted For: Pablo (Paul) Villarreal Jr. **Submitted By:** Mary Garcia, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Approval to process the following invoices as claims for AT&T account#: (956) 584-7501 447 9 in the amount of $102.09 with authority for County Treasurer to issue payment after review & auditing procedures are completed.

For the month of:	Amount
June 7, 2013	$20.22
July 7, 2013	$20.52
August 7, 2013	$20.39
September 7, 2013	$20.48
October 7, 2013	$20.39
Total:	**$102.09**

BACKGROUND

This phone line from AT&T was set up so that the state would be able call and log onto their systems as needed. For some reason, the modem was not plugged in and was not functioning correctly. However, this number should have been moved over to the shortel lines when that phone line system was implemented. IT department has changed the modem line to a shoretel single line and has eliminated the need for the land line with AT&T. This phone line has been disconnected.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-415-15-140-001-0-531

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

BUDGETARY IMPACT:

Attachments

Invoices

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/26/2013 10:45 AM
Budget & Management	Obdett Calzada	11/26/2013 04:31 PM
Purchasing Department	Monica Badillo	12/06/2013 04:57 PM

Form Started By: Mary Garcia Started On: 11/25/2013 10:15 AM

Final Approval Date: 12/06/2013

ST OF TX-TXDOT
HIDALGO COUNTY TAX OFFC
722 N BREYFOGLE RD
MISSION TX 78572

Page 1 of 2
Account Number 956 584-750 447 9
Billing Date Jun 7, 2013

Web Site att.com

INVOICE RECEIVED BY:
on 7/01/13
GOODS/SERVICES RECEIVED BY:
on Jun. 7th thru July 6th 2013
P.O.# Direct

3 1100-415-15-140-001-0 531

Monthly Statement

Bill-At-A-Glance

Previous Bill	80.95
Payment	.00
Adjustments	.00
Past Due - Please Pay Immediately	80.95
Current Charges	20.22
Total Amount Due	**$101.17**
Current Charges Due in Full by	Jul 1, 2013

Billing Summary

Billing Questions? Visit **att.com/billing**

	Page	
Plans and Services	1	20.22
1 800 773-4688		
Payment Arrangements: 1 800 924-1743		
Service Changes: 1 800 773-4688		
Repair Services: 1 800 792-8725		
Total Current Charges		**20.22**

Plans and Services

Monthly Service - Jun 7 thru Jul 6

1. Business Line (Measured Rate)	.00
2. Basic Local Service - Business	12.48
3. Touchtone	1.30
Total Monthly Service	**13.78**
Surcharges and Other Fees	
4. Federal Subscriber Line Charge	5.49
5. Federal Universal Service Fee	.95
Total Surcharges and Other Fees	**6.44**
Taxes	
6. Federal	.00
7. State and Local	.00
Total Taxes	**.00**
Total Plans and Services	**20.22**

News You Can Use

PREVENT DISCONNECT
Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $101.17 . Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

LONG DIST. PROVIDERS
Our records show that you have not selected a primary local toll or long distance carrier. Please contact us if this does not agree with your records.

News You Can Use Summary

- PREVENT DISCONNECT
- IMPORTANT NOTICE
- NOTICE OF SETTLEMENT
- LONG DIST. PROVIDERS
- BUSINESS RATE CHANGE

See "News You Can Use" for additional information

RECEIVED BY COUNTY AUDITOR 2013 NOV 20 PM 11 10

RECEIVED COUNTY AUDITOR 2013 NOV 7 PM 2 55

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Return bottom portion with your check in the enclosed envelope.

ST OF TX-TXDOT
PO BOX 178
EDINBURG TX 78540 - 0178

Page 1 of 2
Account Number 956 584-7501 447 9
Billing Date Jul 7, 2013

Web Site att.com

at&t

P.O.# Dawk
2 1100-415-15-140-001-0531

INVOICE RECEIVED BY: Mary Ortiz on 10/02/13
GOODS/SERVICES RECEIVED BY: Eric Mendez on July 7th thru Aug 6th 2013

Paul Gilland

Monthly Statement

Bill-At-A-Glance

Previous Bill	101.17
Payment	.00
Adjustments	.00
Past Due - Please Pay Immediately	101.17
Current Charges	20.52
Total Amount Due	**$121.69**
Current Charges Due in Full by	Jul 31, 2013

Billing Summary

Billing Questions? Visit **att.com/billing**

	Page	
Plans and Services	1	20.52
1 800 559-7928		
Payment Arrangements: 1 800 924-1743		
Service Changes: 1 800 321-2000		
Repair Services: 1 800 286-8313		
Total Current Charges		20.52

Plans and Services

Monthly Service - Jul 7 thru Aug 6

1. Business Line (Measured Rate)	.00
2. Basic Local Service - Business	12.48
3. Touchtone	1.30
Total Monthly Service	13.78

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
Activity on Jul 2, 2013				
(Monthly Charges are Prorated from Jul 2, 2013 through Jul 6, 2013)				
4.	Federal Universal Service Fee	1		.00
5.	Federal Subscriber Line Charge	1		.04
Total Additions and Changes to Service				.04

Surcharges and Other Fees

6. Federal Subscriber Line Charge	5.73
7. Federal Universal Service Fee	.97
Total Surcharges and Other Fees	6.70

Taxes

8. Federal	.00
9. State and Local	.00
Total Taxes	.00

Total Plans and Services 20.52

News You Can Use

PREVENT DISCONNECT

Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $121.69 . Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

News You Can Use Summary

- PREVENT DISCONNECT
- CHANGES IN TERMS
- FEDERAL FEE INCREASE
- LONG DIST. PROVIDERS
- YOUR CUSTOMER RIGHTS

See "News You Can Use" for additional information

RECEIVED BY COUNTY AUDITOR 2013 NOV 7 PM 2 55

RECEIVED BY COUNTY AUDITOR 2013 NOV 20 AM 11 10

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Return bottom portion with your check in the enclosed envelope.

ST OF TX-TXDOT
PO BOX 178
EDINBURG TX 78540 - 0178

Page 1 of 2
Account Number 956 584-7501 447 9
Billing Date Aug 7, 2013

Web Site att.com

at&t

P.O.# Direct
3 1100-415-15-140-001-0 535

INVOICE RECEIVED BY: Mary Lou on 10/21/13
GOODS/SERVICES RECEIVED BY: Eva Mireles on Aug 7th thru Sept 6th 2013

Monthly Statement

Bill-At-A-Glance

Previous Bill	121.69
Payment Received 7-22	80.95CR
Adjustments	.00
Past Due - Please Pay Immediately	40.74
Current Charges	20.48
Total Amount Due	**$61.22**
Current Charges Due in Full by	Aug 30, 2013

Billing Summary

Billing Questions? Visit **att.com/billing** Page

Plans and Services	1	20.48
1 800 559-7928		
Payment Arrangements: 1 800 924-1743		
Service Changes: 1 800 321-2000		
Repair Services: 1 800 286-8313		
Total Current Charges		**20.48**

News You Can Use Summary

- PREVENT DISCONNECT
- AT&T PRIVACY POLICY
- 900 # INFORMATION
- LONG DIST. PROVIDERS
- DO NOT CALL
- RELAY TEXAS

See "News You Can Use" for additional information

Plans and Services

Monthly Service - Aug 7 thru Sep 6

1. Business Line (Measured Rate)	.00
2. Basic Local Service - Business	12.48
3. Touchtone	1.30
Total Monthly Service	13.78
Surcharges and Other Fees	
4. Federal Subscriber Line Charge	5.73
5. Federal Universal Service Fee	.97
Total Surcharges and Other Fees	6.70
Taxes	
6. Federal	.00
7. State and Local	.00
Total Taxes	.00
Total Plans and Services	20.48

News You Can Use

PREVENT DISCONNECT
Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $61.22 . Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

LONG DIST. PROVIDERS
Our records show that you have not selected a primary local toll or long distance carrier. Please contact us if this does not agree with your records.

AT&T PRIVACY POLICY
AT&T is updating its privacy policy. We are making important changes to the way we use the information we collect, and to your choices about that use. Please visit att.com/privacy to view the updated privacy policy and to learn more about our commitments, privacy safeguards and customer choices.

DO NOT CALL
If your business makes outbound telephone solicitations, you must comply with National Do-Not-Call laws and regulations (47 C.F.R. 64.1200 and 16 C.F.R. 310) and any applicable state laws.

RECEIVED BY COUNTY AUDITOR 2013 NOV 4 PM 2 53

RECEIVED BY COUNTY AUDITOR 2013 NOV 20 PM 11 10

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Return bottom portion with your check in the enclosed envelope.

ST OF TX-TXDOT
PO BOX 178
EDINBURG TX 78540 - 0178

Account Number 956 584-7501 447 9 (1)
Billing Date Sep 7, 2013

Web Site att.com

at&t

P.O. Direct
3 1100-41[illegible] 001-0531

INVOICE RECEIVED BY:
Mary Garcia on 9/16/13
GOODS/SERVICES RECEIVED BY:
Eva Meriles on Sept 7 thru Oct. 6, 2013

Monthly Statement

Bill-At-A-Glance

Previous Bill	61.22
Payment	.00
Adjustments	.00
Past Due - Please Pay Immediately	61.22
Current Charges	20.48
Total Amount Due	**$81.70**
Current Charges Due in Full by	Oct 2, 2013

Billing Summary

Billing Questions? Visit **att.com/billing** **Page**

Plans and Services	1	20.48
1 800 559-7928		
Payment Arrangements: 1 800 924-1743		
Service Changes: 1 800 321-2000		
Repair Services: 1 800 286-8313		
Total Current Charges		20.48

News You Can Use Summary

- PREVENT DISCONNECT
- LONG DIST. PROVIDERS
- TX USF RATE CHANGE

See "News You Can Use" for additional information

Plans and Services

Monthly Service - Sep 7 thru Oct 6 (2)

1. Business Line (Measured Rate)	.00
2. Basic Local Service - Business	12.48
3. Touchtone	1.30
Total Monthly Service	13.78
Surcharges and Other Fees	
4. Federal Subscriber Line Charge	5.73
5. Federal Universal Service Fee	.97
Total Surcharges and Other Fees	6.70
Taxes	
6. Federal	.00
7. State and Local	.00
Total Taxes	.00
Total Plans and Services	20.48

News You Can Use

PREVENT DISCONNECT
Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $81.70. Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

LONG DIST. PROVIDERS
Our records show that you have not selected a primary local toll or long distance carrier. Please contact us if this does not agree with your records.

TX USF RATE CHANGE
The Texas Universal Service Fund assessment rate will decrease from 4.3% to 3.7% beginning September 1, 2013. For more information, please contact an AT&T Service Representative at the phone number listed on the front of your bill.

RECEIVED BY COUNTY AUDITOR 2013 NOV 7 PM 2 55

RECEIVED BY COUNTY AUDITOR 2013 NOV 20 AM 11 10

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Return bottom portion with your check in the enclosed envelope.

ST OF TX-TXDOT
PO BOX 178
EDINBURG TX 78540 - 0178

Page 1 of 2
Account Number 956 584-7501 447 9 (1)
Billing Date Oct 7, 2013

Web Site att.com

INVOICE RECEIVED BY: Mary Lou Cruz on 10/21/13 ✓
GOODS/SERVICES RECEIVED BY: Ed Murillo on Oct 7th thru Nov. 6th 2013

at&t

P.O.# Direct

3 1100-415[illegible]-140-001-0 531

Monthly Statement

Bill-At-A-Glance

Previous Bill	81.70
Payment	.00
Adjustments	.00
Past Due - Please Pay Immediately	81.70
Current Charges	20.39
Total Amount Due	**$102.09**
Current Charges Due in Full by	Oct 31, 2013

Billing Summary

Billing Questions? Visit **att.com/billing** **Page**

Plans and Services	1	20.39
1 800 559-7928		
Payment Arrangements: 1 800 924-1743		
Service Changes: 1 800 321-2000		
Repair Services: 1 800 286-8313		
Total Current Charges		20.39

News You Can Use Summary

- PREVENT DISCONNECT
- LONG DIST. PROVIDERS
- UNIVERSAL SVC FEE

See "News You Can Use" for additional information

Plans and Services

Monthly Service - Oct 7 thru Nov 6 10/07 - 11/06/13 (2)

1. Business Line (Measured Rate)	.00
2. Basic Local Service - Business	12.48
3. Touchtone	1.30
Total Monthly Service	**13.78**

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
	Activity on Oct 1, 2013 (Monthly Charges are Prorated from Oct 1, 2013 through Oct 6, 2013)			
4.	Federal Subscriber Line Charge	1		.02CR
	Activity on Oct 1, 2013 (Monthly Charges are Prorated from Oct 1, 2013 through Oct 6, 2013)			
5.	Federal Universal Service Fee	1		.00
	Total Additions and Changes to Service			**.02CR**

Surcharges and Other Fees

6. Federal Subscriber Line Charge	5.64
7. Federal Universal Service Fee	.99
Total Surcharges and Other Fees	**6.63**

Taxes

8. Federal	.00
9. State and Local	.00
Total Taxes	**.00**

Total Plans and Services 20.39 1740

News You Can Use

PREVENT DISCONNECT

Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $102.09. Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

RECEIVED BY COUNTY AUDITOR 2013 OCT 17 PM 2 5[illegible]

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Return bottom portion with your check in the enclosed envelope.

Billing Information
CSR: (956)584-7501 447
Date:

NP	(NON-PUB)HIDALGO; COUNTY TAX OFFICE	1-05-05
LA	722 N BREYFOGLE RD /DZIP 78572	1-05-05
SA	722 N BREYFOGLE RD, MISSION,TX/DZIP 78572	1-05-05
SIC	S9811	1-05-05
---DIR		
DEL	NONE	
---BILL		
BN1	ST OF TX-TXDOT	
BA2	PO BOX 178	
PO	EDINBURG TX 78540-0178	
MCN	84206010000	
COS	512-465-7300	
CLA	BFZ NYG	
TAR	XHI	
TAX	UP, STATE	
TYA	STATE	
PCL	B	
---S&E		
1ML	/TBE A /RCU AR,CR,COT, TWC /RIE /LPIC XXXX-XXX05, 123004,L /PIC XXXX-XXX05, 123004,L	1-05-05

WNBGO	12.48	12.48	1-05-05
TTB	1.30	1.30	1-05-05
SEH1X			1-05-05
9ZR	5.64	5.64	1-05-05
NSR			1-05-05
9PZLM	0.99	0.99	1-05-05
CREXN			1-05-05
NW1TD			1-05-05

---ORD

N306447 1-05-05

(0000000000) 20.41 (0000288000) 0.00 (0000494100) 0.00

TOTAL 20.41

RECEIVED BY
2013 NOV 7 PM 2 55

2013 NOV 20 AM 11 10

			$14.60	Trip Charge
Direct Inward Dial - Rate Group 8	$48.62	Direct Inward Dial - Rate Group 8	$21.30	Central Office Charge
			$36.00	Service Order Change
			$14.60	Trip Charge
Measured Service - Rate Group 1 *	$12.48	Measured Rate Business Svc	$21.30	Central Office Charge
			$36.00	Service Order Change
			$14.60	Trip Charge
Measured Service - Rate Group 2 *	$12.48	Measured Rate Business Svc	$21.30	Central Office Charge
			$36.00	Service Order Change
			$14.60	Trip Charge
Measured Service - Rate Group 3 *	$12.48	Measured Rate Business Svc	$21.30	Central Office Charge
			$36.00	Service Order Change
			$14.60	Trip Charge
Measured Service - Rate Group 4 *	$12.48	Measured Rate Business Svc	$21.30	Central Office Charge
			$36.00	Service Order Change
			$14.60	Trip Charge
Measured Service - Rate Group 5 *	$13.52	Measured Rate Business Svc	$21.30	Central Office Charge
			$36.00	Service Order Change
			$14.60	Trip Charge
Measured Service - Rate Group 6 *	$13.52	Measured Rate Business Svc	$21.30	Central Office Charge
			$36.00	Service Order Change
			$14.60	Trip Charge
Measured Service - Rate Group 7 *	$15.08	Measured Rate Business Svc	$21.30	Central Office Charge
			$36.00	Service Order Change
			$14.60	Trip Charge
Measured Service - Rate Group 8 *	$16.85	Measured Rate Business Svc	$21.30	Central Office Charge
			$36.00	Service Order Change
			$14.60	Trip Charge

* Where available ** Not available with Flat Rate (single line) class of service *** per customer request, per due date, per account. Refer to the AT&T Local Exchange Tariff, Section 4 for Rate Group and Local Plus Calling areas. For rate elements not found in this pricing sheet, use existing tariff rates, current tariff rules & regulations will apply.

Voice Features:				
Item	MRC	MRC Description	NRC [2]	NRC Description
Call Return	$4.68	Call Return	$11.18	Setup Call Return
Auto Redial	$5.15	Automatic Callback	$11.18	Setup Auto Redial
Priority Call	$2.81	Priority Call	$11.18	Setup Priority Call
Selective Call Forwarding	$4.21	Selective Call Forwarding	$11.18	Setup Selective Call Forwarding
Call Blocker	$5.15	Call Blocker	$11.18	Setup Call Blocker
Speed Calling 8	$3.74	Speed Calling 8	$11.18	Setup Speed Calling 8
Speed Calling 30	$2.81	Speed Call	$11.18	Setup Speed Calling 30
Anonymous Call Rejection	$3.74	Anonymous Call Rejection	$11.18	Setup Anonymous Call Rejection
Call Forwarding-Busy Line	$2.81	Call Forward-Busy Line	$11.18	Setup Call Forwarding-Busy Line
Call Forwarding-Don't Answer	$2.81	Call Forward-Don't Answer	$11.18	Setup Call Forwarding-Don't Answer
Call Forwarding-Busy Line/Don't Answer	$3.74	Call Frwrd-Bsy Line/Don't Answ	$11.18	Setup Call Forwarding-Busy Line/Don't Answer
Simultaneous Call Forwarding	$2.48	Call Forwarding	$16.80	Setup Simultaneous Call Forwarding

TOUCH-TONE CALLING SERVICE

1. General Regulations

1.1 TOUCH-TONE calling service provides for the origination of calls by means of instruments equipped for tone-type address signaling and special central office facilities. The service is furnished subject to the availability of the central office facilities.

1.2 The service is furnished with individual and party line service and semi-public service where facilities are available. The service may be furnished to one or more customers on the same party line.

1.3 Where TOUCH-TONE calling service is furnished with party line service, the monthly rate and nonrecurring charge apply to each TOUCH-TONE calling service customer on the same party line.

1.4 Unless otherwise specified herein, the minimum contract period is one month.

1.5 All dial-type lines that terminate in an instrument equipped for tone-type address signaling shall be equipped for TOUCH-TONE calling service except for dial-type lines served from a central office where the special facilities for TOUCH-TONE calling service are not available. To provide outward dial capability on such non TOUCH-TONE dial-type lines, a TOUCH-TONE to Dial Pulse Converter is required as provided for in Section 21 of this tariff.

1.6 Other facilities, miscellaneous and supplemental equipment, requested by customers and not detrimental to this service or other services of SWBT will be furnished under the regulations and at the rates specified in the applicable sections of this tariff.

1.7 The nonrecurring charge for TOUCH-TONE calling service is in addition to the appropriate charges found in Section 27 of this tariff.

1.8 The nonrecurring charge for TOUCH-TONE calling service on individual and Private Branch Exchange Trunks, and Network Access Lines will not apply under the following conditions: (T)

1.8.1 Supercedes from one party to another. (T) (D)

(D)

1.8.2 Customers having had TOUCH-TONE service on a pervious SWBT account. (T) (D)

(D)

1.9 TOUCH-TONE calling service is not applicable with SmartTrunk Service.

TOUCH-TONE CALLING SERVICE

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		SHEET
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El Paso County		
1.	**Rates**	1-2

ST OF TX-TXDOT
HIDALGO COUNTY TAX OFFC
722 N BREYFOGLE RD
MISSION TX 78572

Page 1 of 2
Account Number 956 584-750 447 9
Billing Date Jun 7, 2013

Web Site att.com

INVOICE RECEIVED BY:
on 7/01/13
GOODS/SERVICES RECEIVED BY:
on Jun. 7th thru July 6th 2013
P.O.# Direct

3 1100-415-15-140-001-0 531

Monthly Statement

Bill-At-A-Glance

Previous Bill	80.95
Payment	.00
Adjustments	.00
Past Due - Please Pay Immediately	80.95
Current Charges	20.22
Total Amount Due	**$101.17**
Current Charges Due in Full by	Jul 1, 2013

Billing Summary

Billing Questions? Visit **att.com/billing**

	Page	
Plans and Services	1	20.22
1 800 773-4688		
Payment Arrangements: 1 800 924-1743		
Service Changes: 1 800 773-4688		
Repair Services: 1 800 792-8725		
Total Current Charges		**20.22**

Plans and Services

Monthly Service - Jun 7 thru Jul 6

1. Business Line (Measured Rate)	.00
2. Basic Local Service - Business	12.48
3. Touchtone	1.30
Total Monthly Service	**13.78**
Surcharges and Other Fees	
4. Federal Subscriber Line Charge	5.49
5. Federal Universal Service Fee	.95
Total Surcharges and Other Fees	**6.44**
Taxes	
6. Federal	.00
7. State and Local	.00
Total Taxes	**.00**
Total Plans and Services	**20.22**

News You Can Use

PREVENT DISCONNECT
Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $101.17 . Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

LONG DIST. PROVIDERS
Our records show that you have not selected a primary local toll or long distance carrier. Please contact us if this does not agree with your records.

News You Can Use Summary

- PREVENT DISCONNECT
- IMPORTANT NOTICE
- NOTICE OF SETTLEMENT
- LONG DIST. PROVIDERS
- BUSINESS RATE CHANGE

See "News You Can Use" for additional information

RECEIVED BY COUNTY AUDITOR 2013 NOV 20 PM 11 10

RECEIVED COUNTY AUDITOR 2013 NOV 7 PM 2 55

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Return bottom portion with your check in the enclosed envelope.

ST OF TX-TXDOT
PO BOX 178
EDINBURG TX 78540 - 0178

Page 1 of 2
Account Number 956 584-7501 447 9
Billing Date Jul 7, 2013

Web Site att.com

at&t

P.O.# Dawk
2 1100-415-15-140-001-0531

INVOICE RECEIVED BY: Mary Ortiz on 10/02/13
GOODS/SERVICES RECEIVED BY: Eric Mendez on July 7th thru Aug 6th 2013

Paul Gilland

Monthly Statement

Bill-At-A-Glance

Previous Bill	101.17
Payment	.00
Adjustments	.00
Past Due - Please Pay Immediately	101.17
Current Charges	20.52
Total Amount Due	**$121.69**
Current Charges Due in Full by	Jul 31, 2013

Billing Summary

Billing Questions? Visit **att.com/billing**

	Page	
Plans and Services	1	20.52
1 800 559-7928		
Payment Arrangements: 1 800 924-1743		
Service Changes: 1 800 321-2000		
Repair Services: 1 800 286-8313		
Total Current Charges		20.52

Plans and Services

Monthly Service - Jul 7 thru Aug 6

1. Business Line (Measured Rate)	.00
2. Basic Local Service - Business	12.48
3. Touchtone	1.30
Total Monthly Service	13.78

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
Activity on Jul 2, 2013				
(Monthly Charges are Prorated from Jul 2, 2013 through Jul 6, 2013)				
4.	Federal Universal Service Fee	1		.00
5.	Federal Subscriber Line Charge	1		.04
Total Additions and Changes to Service				.04

Surcharges and Other Fees

6. Federal Subscriber Line Charge	5.73
7. Federal Universal Service Fee	.97
Total Surcharges and Other Fees	6.70

Taxes

8. Federal	.00
9. State and Local	.00
Total Taxes	.00

Total Plans and Services 20.52

News You Can Use

PREVENT DISCONNECT

Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $121.69 . Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

News You Can Use Summary

- PREVENT DISCONNECT
- CHANGES IN TERMS
- FEDERAL FEE INCREASE
- LONG DIST. PROVIDERS
- YOUR CUSTOMER RIGHTS

See "News You Can Use" for additional information

RECEIVED BY COUNTY AUDITOR 2013 NOV 7 PM 2 55

RECEIVED BY COUNTY AUDITOR 2013 NOV 20 AM 11 10

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Return bottom portion with your check in the enclosed envelope.

ST OF TX-TXDOT
PO BOX 178
EDINBURG TX 78540 - 0178

Page 1 of 2
Account Number 956 584-7501 447 9
Billing Date Aug 7, 2013

Web Site att.com

at&t

P.O.# Direct
3 1100-415-15-140-001-0 535

INVOICE RECEIVED BY: Mary Lou on 10/21/13
GOODS/SERVICES RECEIVED BY: Eva Mireles on Aug 7th thru Sept 6th 2013

Monthly Statement

Bill-At-A-Glance

Previous Bill	121.69
Payment Received 7-22	80.95CR
Adjustments	.00
Past Due - Please Pay Immediately	40.74
Current Charges	20.48
Total Amount Due	**$61.22**
Current Charges Due in Full by	Aug 30, 2013

Billing Summary

Billing Questions? Visit **att.com/billing** Page

Plans and Services	1	20.48
1 800 559-7928		
Payment Arrangements: 1 800 924-1743		
Service Changes: 1 800 321-2000		
Repair Services: 1 800 286-8313		
Total Current Charges		**20.48**

News You Can Use Summary

- PREVENT DISCONNECT
- AT&T PRIVACY POLICY
- 900 # INFORMATION
- LONG DIST. PROVIDERS
- DO NOT CALL
- RELAY TEXAS

See "News You Can Use" for additional information

Plans and Services

Monthly Service - Aug 7 thru Sep 6

1. Business Line (Measured Rate)	.00
2. Basic Local Service - Business	12.48
3. Touchtone	1.30
Total Monthly Service	13.78
Surcharges and Other Fees	
4. Federal Subscriber Line Charge	5.73
5. Federal Universal Service Fee	.97
Total Surcharges and Other Fees	6.70
Taxes	
6. Federal	.00
7. State and Local	.00
Total Taxes	.00
Total Plans and Services	20.48

News You Can Use

PREVENT DISCONNECT
Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $61.22 . Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

LONG DIST. PROVIDERS
Our records show that you have not selected a primary local toll or long distance carrier. Please contact us if this does not agree with your records.

AT&T PRIVACY POLICY
AT&T is updating its privacy policy. We are making important changes to the way we use the information we collect, and to your choices about that use. Please visit att.com/privacy to view the updated privacy policy and to learn more about our commitments, privacy safeguards and customer choices.

DO NOT CALL
If your business makes outbound telephone solicitations, you must comply with National Do-Not-Call laws and regulations (47 C.F.R. 64.1200 and 16 C.F.R. 310) and any applicable state laws.

RECEIVED BY COUNTY AUDITOR 2013 NOV 4 PM 2 53

RECEIVED BY COUNTY AUDITOR 2013 NOV 20 PM 11 10

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Return bottom portion with your check in the enclosed envelope.

ST OF TX-TXDOT
PO BOX 178
EDINBURG TX 78540 - 0178

Account Number 956 584-7501 447 9 (1)
Billing Date Sep 7, 2013

Web Site att.com

at&t

P.O. Direct
3 1100-41[illegible] 001-0531

INVOICE RECEIVED BY:
Mary Garcia on 9/16/13
GOODS/SERVICES RECEIVED BY:
Eva Meriles on Sept 7 thru Oct. 6, 2013

Monthly Statement

Bill-At-A-Glance

Previous Bill	61.22
Payment	.00
Adjustments	.00
Past Due - Please Pay Immediately	61.22
Current Charges	20.48
Total Amount Due	**$81.70**
Current Charges Due in Full by	Oct 2, 2013

Billing Summary

Billing Questions? Visit **att.com/billing** **Page**

Plans and Services	1	20.48
1 800 559-7928		
Payment Arrangements: 1 800 924-1743		
Service Changes: 1 800 321-2000		
Repair Services: 1 800 286-8313		
Total Current Charges		20.48

News You Can Use Summary

- PREVENT DISCONNECT
- LONG DIST. PROVIDERS
- TX USF RATE CHANGE

See "News You Can Use" for additional information

Plans and Services

Monthly Service - Sep 7 thru Oct 6 (2)

1. Business Line (Measured Rate)	.00
2. Basic Local Service - Business	12.48
3. Touchtone	1.30
Total Monthly Service	13.78
Surcharges and Other Fees	
4. Federal Subscriber Line Charge	5.73
5. Federal Universal Service Fee	.97
Total Surcharges and Other Fees	6.70
Taxes	
6. Federal	.00
7. State and Local	.00
Total Taxes	.00
Total Plans and Services	20.48

News You Can Use

PREVENT DISCONNECT
Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $81.70. Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

LONG DIST. PROVIDERS
Our records show that you have not selected a primary local toll or long distance carrier. Please contact us if this does not agree with your records.

TX USF RATE CHANGE
The Texas Universal Service Fund assessment rate will decrease from 4.3% to 3.7% beginning September 1, 2013. For more information, please contact an AT&T Service Representative at the phone number listed on the front of your bill.

RECEIVED BY COUNTY AUDITOR 2013 NOV 7 PM 2 55

RECEIVED BY COUNTY AUDITOR 2013 NOV 20 AM 11 10

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Return bottom portion with your check in the enclosed envelope.

ST OF TX-TXDOT
PO BOX 178
EDINBURG TX 78540 - 0178

Page 1 of 2
Account Number 956 584-7501 447 9 (1)
Billing Date Oct 7, 2013

Web Site att.com

INVOICE RECEIVED BY: Mary Lou Cruz on 10/21/13 ✓
GOODS/SERVICES RECEIVED BY: Ed Murillo on Oct 7th thru Nov. 6th 2013

at&t

P.O.# Direct

3 1100-415[illegible]-140-001-0 531

Monthly Statement

Bill-At-A-Glance

Previous Bill	81.70
Payment	.00
Adjustments	.00
Past Due - Please Pay Immediately	81.70
Current Charges	20.39
Total Amount Due	**$102.09**
Current Charges Due in Full by	Oct 31, 2013

Billing Summary

Billing Questions? Visit **att.com/billing** **Page**

Plans and Services	1	20.39
1 800 559-7928		
Payment Arrangements: 1 800 924-1743		
Service Changes: 1 800 321-2000		
Repair Services: 1 800 286-8313		
Total Current Charges		20.39

News You Can Use Summary

- PREVENT DISCONNECT
- LONG DIST. PROVIDERS
- UNIVERSAL SVC FEE

See "News You Can Use" for additional information

Plans and Services

Monthly Service - Oct 7 thru Nov 6 10/07 - 11/06/13 (2)

1. Business Line (Measured Rate)	.00
2. Basic Local Service - Business	12.48
3. Touchtone	1.30
Total Monthly Service	**13.78**

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
	Activity on Oct 1, 2013 (Monthly Charges are Prorated from Oct 1, 2013 through Oct 6, 2013)			
4.	Federal Subscriber Line Charge	1		.02CR
	Activity on Oct 1, 2013 (Monthly Charges are Prorated from Oct 1, 2013 through Oct 6, 2013)			
5.	Federal Universal Service Fee	1		.00
	Total Additions and Changes to Service			**.02CR**

Surcharges and Other Fees

6. Federal Subscriber Line Charge	5.64
7. Federal Universal Service Fee	.99
Total Surcharges and Other Fees	**6.63**

Taxes

8. Federal	.00
9. State and Local	.00
Total Taxes	**.00**

Total Plans and Services 20.39 1740

News You Can Use

PREVENT DISCONNECT

Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $102.09. Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

RECEIVED BY COUNTY AUDITOR 2013 OCT 17 PM 2 5[illegible]

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Return bottom portion with your check in the enclosed envelope.

Billing Information
CSR: (956)584-7501 447
Date:

NP	(NON-PUB)HIDALGO; COUNTY TAX OFFICE	1-05-05
LA	722 N BREYFOGLE RD /DZIP 78572	1-05-05
SA	722 N BREYFOGLE RD, MISSION,TX/DZIP 78572	1-05-05
SIC	S9811	1-05-05
---DIR		
DEL	NONE	
---BILL		
BN1	ST OF TX-TXDOT	
BA2	PO BOX 178	
PO	EDINBURG TX 78540-0178	
MCN	84206010000	
COS	512-465-7300	
CLA	BFZ NYG	
TAR	XHI	
TAX	UP, STATE	
TYA	STATE	
PCL	B	
---S&E		
1ML	/TBE A /RCU AR,CR,COT, TWC /RIE /LPIC XXXX-XXX05, 123004,L /PIC XXXX-XXX05, 123004,L	1-05-05

WNBGO	12.48	12.48	1-05-05
TTB	1.30	1.30	1-05-05
SEH1X			1-05-05
9ZR	5.64	5.64	1-05-05
NSR			1-05-05
9PZLM	0.99	0.99	1-05-05
CREXN			1-05-05
NW1TD			1-05-05

---ORD

N306447 1-05-05

(0000000000) 20.41 (0000288000) 0.00 (0000494100) 0.00

TOTAL 20.41

RECEIVED BY
2013 NOV 7 PM 2 55

2013 NOV 20 AM 11 10

			$14.60	Trip Charge
Direct Inward Dial - Rate Group 8	$48.62	Direct Inward Dial - Rate Group 8	$21.30	Central Office Charge
			$36.00	Service Order Change
			$14.60	Trip Charge
Measured Service - Rate Group 1 *	$12.48	Measured Rate Business Svc	$21.30	Central Office Charge
			$36.00	Service Order Change
			$14.60	Trip Charge
Measured Service - Rate Group 2 *	$12.48	Measured Rate Business Svc	$21.30	Central Office Charge
			$36.00	Service Order Change
			$14.60	Trip Charge
Measured Service - Rate Group 3 *	$12.48	Measured Rate Business Svc	$21.30	Central Office Charge
			$36.00	Service Order Change
			$14.60	Trip Charge
Measured Service - Rate Group 4 *	$12.48	Measured Rate Business Svc	$21.30	Central Office Charge
			$36.00	Service Order Change
			$14.60	Trip Charge
Measured Service - Rate Group 5 *	$13.52	Measured Rate Business Svc	$21.30	Central Office Charge
			$36.00	Service Order Change
			$14.60	Trip Charge
Measured Service - Rate Group 6 *	$13.52	Measured Rate Business Svc	$21.30	Central Office Charge
			$36.00	Service Order Change
			$14.60	Trip Charge
Measured Service - Rate Group 7 *	$15.08	Measured Rate Business Svc	$21.30	Central Office Charge
			$36.00	Service Order Change
			$14.60	Trip Charge
Measured Service - Rate Group 8 *	$16.85	Measured Rate Business Svc	$21.30	Central Office Charge
			$36.00	Service Order Change
			$14.60	Trip Charge

* Where available ** Not available with Flat Rate (single line) class of service *** per customer request, per due date, per account. Refer to the AT&T Local Exchange Tariff, Section 4 for Rate Group and Local Plus Calling areas. For rate elements not found in this pricing sheet, use existing tariff rates, current tariff rules & regulations will apply.

Voice Features:				
Item	MRC	MRC Description	NRC [2]	NRC Description
Call Return	$4.68	Call Return	$11.18	Setup Call Return
Auto Redial	$5.15	Automatic Callback	$11.18	Setup Auto Redial
Priority Call	$2.81	Priority Call	$11.18	Setup Priority Call
Selective Call Forwarding	$4.21	Selective Call Forwarding	$11.18	Setup Selective Call Forwarding
Call Blocker	$5.15	Call Blocker	$11.18	Setup Call Blocker
Speed Calling 8	$3.74	Speed Calling 8	$11.18	Setup Speed Calling 8
Speed Calling 30	$2.81	Speed Call	$11.18	Setup Speed Calling 30
Anonymous Call Rejection	$3.74	Anonymous Call Rejection	$11.18	Setup Anonymous Call Rejection
Call Forwarding-Busy Line	$2.81	Call Forward-Busy Line	$11.18	Setup Call Forwarding-Busy Line
Call Forwarding-Don't Answer	$2.81	Call Forward-Don't Answer	$11.18	Setup Call Forwarding-Don't Answer
Call Forwarding-Busy Line/Don't Answer	$3.74	Call Frwrd-Bsy Line/Don't Answ	$11.18	Setup Call Forwarding-Busy Line/Don't Answer
Simultaneous Call Forwarding	$2.48	Call Forwarding	$16.80	Setup Simultaneous Call Forwarding

TOUCH-TONE CALLING SERVICE

1. General Regulations

1.1 TOUCH-TONE calling service provides for the origination of calls by means of instruments equipped for tone-type address signaling and special central office facilities. The service is furnished subject to the availability of the central office facilities.

1.2 The service is furnished with individual and party line service and semi-public service where facilities are available. The service may be furnished to one or more customers on the same party line.

1.3 Where TOUCH-TONE calling service is furnished with party line service, the monthly rate and nonrecurring charge apply to each TOUCH-TONE calling service customer on the same party line.

1.4 Unless otherwise specified herein, the minimum contract period is one month.

1.5 All dial-type lines that terminate in an instrument equipped for tone-type address signaling shall be equipped for TOUCH-TONE calling service except for dial-type lines served from a central office where the special facilities for TOUCH-TONE calling service are not available. To provide outward dial capability on such non TOUCH-TONE dial-type lines, a TOUCH-TONE to Dial Pulse Converter is required as provided for in Section 21 of this tariff.

1.6 Other facilities, miscellaneous and supplemental equipment, requested by customers and not detrimental to this service or other services of SWBT will be furnished under the regulations and at the rates specified in the applicable sections of this tariff.

1.7 The nonrecurring charge for TOUCH-TONE calling service is in addition to the appropriate charges found in Section 27 of this tariff.

1.8 The nonrecurring charge for TOUCH-TONE calling service on individual and Private Branch Exchange Trunks, and Network Access Lines will not apply under the following conditions: (T)

1.8.1 Supercedes from one party to another. (T) (D)

(D)

1.8.2 Customers having had TOUCH-TONE service on a pervious SWBT account. (T) (D)

(D)

1.9 TOUCH-TONE calling service is not applicable with SmartTrunk Service.

TOUCH-TONE CALLING SERVICE

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El Paso County		
1.	**Rates**	1-2

AI-41968 **Emergency Management** **11. A.**

CC REGULAR

Meeting Date: 12/10/2013

Submitted For: Oscar Montoya **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Requesting consideration and authorization for Hidalgo County to execute a Memorandum of Understanding between Hidalgo County and City of McAllen and establishing ownership of the core radio controller purchased under the Assistance to Firefighters Grant.

BACKGROUND

7/3/2012 – Letter of Commitment to the City of McAllen
10/23/2012 - AI-27859- Equipment Lease-Purchase Agreement with Motorola Solutions Inc.
11/12/13 – AI-41701- Acceptance of Interlocal with City of McAllen

The City of McAllen applied for the Assistance to Firefighters Grant (AFG) in 2012. The AFG Program provides financial assistance to fire departments to enhance their ability to protect the public and fire service personnel from fire and related hazards. As part of the grant, the City of McAllen applied for a Motorola M2/M2 Core on behalf of the Hidalgo County Fire Marshal's Office.

In late October of 2012, Hidalgo County entered into the Motorola purchase/lease of radios and the M2/M3 Core. Hidalgo County was notified by the City of McAllen in May 2013 that the AFG was approved. The approval of the grant would allow for Hidalgo County to pay off the M2/M3 Core with a onetime payment of $1,135,374.00 with AFG funds with a 20% local match of $227,074.80. By amending the Motorola Contract, it would allow for the purchase of the M2/M3 Core equipment and release of the equipment from Motorola.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:**

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

BUDGETARY IMPACT:

20 % Local match $227,074.80

Local match funding pending approval of interfund transfer AI# 42152.

3-1100-491-01-000-283-0-891 Transfer Out
3-1283-391-01-000-100-4- 000 Transfer In

Attachments

legal
revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/26/2013 10:45 AM
Manuel Chapa	Manuel Chapa	12/06/2013 04:43 PM
Purchasing Department	Monica Badillo	12/06/2013 04:57 PM

Form Started By: SANDRA DELEON Started On: 11/25/2013 11:03 AM

Final Approval Date: 12/06/2013

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us>

Wed, Dec 04, 2013 02:16 PM

Subject : AFG Grant

To : Belinda Alvarez <belinda.alvarez@co.hidalgo.tx.us>

Cc : Oscar Montoya <oscar.montoya@co.hidalgo.tx.us>

Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Alvarez,

I have reviewed the MOU for Hidalgo County and the City of McAllen on the AFG, and at this time Approve as to Form.

Should you need any other assistance, please let me know.

Victor M. Garza
Assistant District Attorney
County Affairs Section
Office of the District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

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STATE OF TEXAS §
COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY HIDALGO AND THE CITY OF MCALLEN

This Memorandum of Understanding is made and between the County of Hidalgo, by and through its Emergency Management Office, hereinafter referred to as "COUNTY", with administrative offices located at 302 W. University Dr., Edinburg, TX 78539 and the City of McAllen, hereinafter referred to as "CITY", located at 1300 Houston Ave. McAllen, TX 78501.

WITNESSETH:

WHEREAS, The CITY is designated as the lawful Purchasing and Fiscal Agent for the purchase of communication equipment for the continued development of the regional radio system extending through Starr, Hidalgo, Cameron, and Willacy counties and the cities within each respective county, under available grant funds from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Program (FEMA) Assistance to Firefighters Grant Program.

WHEREAS, the purpose of the Grant awarded is to provide financial assistance to enhance their ability to protect the public and fire service personnel from fire related hazards, hereinafter referred to as the PROGRAM;

WHEREAS, the COUNTY and the CITY, made an agreement under the "Texas Interlocal Cooperation Act" Chapter 791 Texas Government Code under the authority of Sections 791.001-791.029 of the Texas Government Code to act as Partners to purchase interoperable communications equipment, herein after referred to as the INTERLOCAL, and more particularly described in Exhibit "A" attached hereto.

WHEREAS, under the INTERLOCAL, the CITY, in compliance with the terms and conditions of the PROGRAM, as the Purchasing and Fiscal Agent, shall administer the Federal share portion of eighty percent (80%), and the County shall provide the required local match share portion of twenty percent (20%) for a total cost of in the amount of $1,135,374.00 for the purchase of a Core Radio Controller, hereinafter referred to as "EQUIPMENT".

WHEREAS, the COUNTY and CITY have agreed to serves as active partners to carry out eligible activities and share equipment pursuant to the INTERLOCAL as described in Exhibit "A", and further described under this Memorandum of Understanding;

NOW THEREFORE, the COUNTY and the CITY, in consideration of the mutual covenants expressed hereinafter, agree as follows:

A. EQUIPMENT Sharing. The COUNTY and the CITY agree that the EQUIPMENT will be made readily available, region-wide, for the purpose of communicating between emergency management agencies, as requested, in protecting the public and fire service personnel from fire related hazards

B. Records and Reports. The COUNTY and the CITY agree to provide and maintain all necessary inventory and reporting requirements records and reports that may be necessary under this Memorandum of Understanding and the INTERLOCAL.

C. Assets and Services. EQUIPMENT acquired under the PROGRAM, in accordance with the terms of the INTERLOCAL, shall be retained by the CITY, for the purposes of PROGRAM inventory and reporting requirements. Additionally, the CITY will serve as

the Purchasing and Fiscal Agent for purposes of the PROGRAM through the period of performance of the PROGRAM from May 17th, 2013 through May 16th, 2014 and for a record retention period of three years after the end of the performance period on May 16th, 2017. Provided however, that the COUNTY shall, by and through the County Auditor's Office include EQUIPMENT on the County's asset and inventory records throughout the performance period and the record retention period of the PROGRAM. Upon completion of the required record retention period the COUNTY shall maintain exclusive ownership of EQUIPMENT, and shall continue to make EQUIPMENT readily available in accordance with the terms of the INTERLOCAL.

D. Insurance Requirements. The COUNTY shall acquire, and maintain proof that it has secured and paid for policies with appropriate limits covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance under this Memorandum of Understanding and the INTERLOCAL.

E. Miscellaneous Provisions.

Conflict with Applicable Law. Nothing in this Memorandum of Understanding 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 COUNTY and the CITY have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Memorandum of Understanding shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflicts exists.

Conflict with PROGRAM and INTERLOCAL. Nothing in this Memorandum of Understand shall be construed so as to require the commission of any act contrary to the terms and conditions of the PROGAM and/or INTERLOCAL. Whenever there is any conflict between any provision of this MOU and any term or condition of the PROGRAM documents and/or INTERLOCAL, the term or condition of the PROGRAM documents and/or INTERLOCAL shall govern and prevail, and in such event the affected provision or provisions of this MOU shall be modified only to the extent necessary to bring them within the requirement of the PROGRAM and INTERLOCAL.

Additional Documents. The COUNTY and the CITY 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 Memorandum of Understanding.

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 the COUNTY and the CITY, and not otherwise.

Governing Law. 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.

Dispute Resolution. The dispute resolution process provided for in the Texas Government Code, Subchapter A. Chapter 2009 shall be used by the COUNTY and the CITY to attempt to resolve any claim for breach of contract made by either the COUNTY or the CITY that cannot be resolved in the ordinary course of business.

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 electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to COUNTY:	County of Hidalgo 302 W. University Dr. Edinburg, TX 78539
If to CITY:	City of McAllen 1300 Houston Ave. McAllen, Texas 78501

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

F. Certification.

IN WITNESS WHEREOF, the COUNTY and the CITY have executed this Memorandum of Understanding by the signatures of the duly authorized representatives of each on the dates indicated.

_____ _____

[name] Date
[title] - City of McAllen

_____ _____

The Honorable Ramon Garcia Date
Hidalgo County Judge

ATTEST:

By:_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

AI-42008 **IT Department 12. A.**

CC REGULAR

Meeting Date: 12/10/2013

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Invoice Date	Invoice	Vendor	Amount
11/03/13	803358989	AT & T Long Distance	$297.59

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1XXX-4XX-XX-XXX-0XX-X-531

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

BUDGETARY IMPACT:

PO No. 689608

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/27/2013 09:28 AM
Purchasing Department	Monica Badillo	12/06/2013 04:57 PM

Form Started By: Edna Kirby Started On: 11/27/2013 08:51 AM

Final Approval Date: 12/06/2013

at&t

Invoice Received By:
Edna Linday On 11/13/13
Goods/services Received By:
Edna Linday On 11/3/13
Acct.#
PO#

COUNTY OF HIDALGO
PO BOX 207
EDINBURG TX 78540-0207

Corporate ID: 57407
Invoice BAN: 803358989
Statement Date: 11/03/2013

Amount of Last Bill	Payments Applied	Adjustments Applied to Balance Due	*Balance from Previous Bill	Current Charges Due by 12/18/2013	TOTAL AMOUNT DUE
505.71	0.00	0.00	505.71	297.59	803.30

Bill Summary For COUNTY OF HIDALGO

Previous Charges and Credits		
Amount of Last Bill		505.71
Payments Applied		0.00
Adjustments Applied to Balance Due		
AT&T Long Distance	0.00	
Total Adjustments Applied to Balance Due		0.00
***Balance from Previous Bill**		505.71
Current Charges		
AT&T Long Distance		297.59
Total Current Charges Due by 12/18/2013		297.59
Total Amount Due		803.30

*Balance from Previous Bill Detail

Past Due Amount-Please Pay Immediately	191.96
Charges due by 11/18/13	313.75
Total Balance from Previous Bill	505.71

Helpful Numbers

For Billing Questions	1-800-594-0358
For Repair Service	1-877-286-0200
For Payment Arrangements	1-888-851-1116
To Place an Order	1-800-321-2000

Return this portion with check payable to **AT&T Long Distance**

Please include this number with your check 803358989-7

Past Due Amount-Please Pay Immediately	Total Billed Amount	Amount Enclosed
$191.96	**$803.30**	

Corporate ID: 57407
Invoice BAN: 803358989

9824.1.0.11 6 SP 0.000 es

COUNTY OF HIDALGO
PO BOX 207
EDINBURG TX 78540-0207

Mail Payment To:
AT&T LONG DISTANCE
PO BOX 5017
CAROL STREAM IL 60197-5017

7100L000000000000000803358989700000000008033000000

Corporate ID: 57407
Invoice BAN: 803358989
Statement Date: 11/03/2013

Invoice Summary by AT&T Company

AT&T Long Distance Current Charges

Voice Services	
Monthly Recurring Charges	112.00
One Time Charges	0.00
Credits and Adjustments	0.00
Call Charges	157.79
Charges to Account	0.00
Late Payment Charge	5.00
Surcharges and Other Fees	22.80
Government Fees and Taxes	0.00
Total AT&T Long Distance Current Charges	$297.59

Purchase Order
COUNTY OF HIDALGO

PO#: 689608

DATE: 03/18/13

VENDOR: 278378 REQ:00231179

Email:

Phone:(800)770-2260
SBC LONG DISTANCE
P.O. BOX 660688
DALLAS TX 75266-0688

Vendor Acct:

BUYER:

SHIP TO: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

CONTACT:

SITE: INFORMATION TECHNOLOGY

Special Instructions:

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		Invoice BAN: 803358989 DIR-TEX-AN-NG-CTSA-005 **LONG DISTANCE**		
1	EACH	CO TELEPHONE SERVICE JANUARY THRU DECEMBER 2013 PUBLIC DEFENDER 3-1100-412-30-085-003-0-531	5.28	5.28
1	EACH	CO TELEPHONE SERVICE JANUARY THRU DECEMBER 2013 ELECTIONS DEPT 3-1100-414-00-130-001-0-531	7.92	7.92
1	EACH	CO TELEPHONE SERVICE JANUARY THRU DECEMBER 2013 IT COUNTYWIDE 3-1100-415-00-200-002-0-531	122.76	122.76
1	EACH	CO TELEPHONE SERVICE JANUARY THRU DECEMBER 2013 CO CLERK 3-1100-415-40-180-001-0-531	663.60	663.60
1	EACH	CO TELEPHONE SERVICE JANUARY THRU DECEMBER 2013 WIC ADM 3-1292-441-00-350-001-3-531	4.80	4.80
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		804.36
		********** For Hidalgo County use only **********		
		3-1100-412-30-085-003-0-531 5.28		
		3-1100-414-00-130-001-0-531 7.92		

Authorized by: Martha L. Salazar

Purchase Order

COUNTY OF HIDALGO

PO#: 689608

DATE: 03/18/13

VENDOR: 278378 REQ:00231179

Email:

Phone:(800)770-2260

SBC LONG DISTANCE

P.O. BOX 660688

DALLAS TX 75266-0688

Vendor Acct:

BUYER:

SHIP TO: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

CONTACT:

SITE: INFORMATION TECHNOLOGY

Special Instructions:

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
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QUANTITY	UOM	DESCRIPTION		UNIT PRICE	AMOUNT
		3-1100-415-00-200-002-0-531	122.76		
		3-1100-415-40-180-001-0-531	663.60		
		3-1292-441-00-350-001-3-531	4.80		
		Approved			

Authorized by: Martha L. Salazar mlw

AI-41958 **Urban County 13. A.**

CC REGULAR

Meeting Date: 12/10/2013

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

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting the award a bid and approval a contract under the Owner-Occupied Rehabilitation Program for the following:
1. (1) Unit in the City of Mercedes for demolition and reconstruction in the amount of $56,350.00 to A-One Insulation.

BACKGROUND

The applicant was approved to receive assistance under the Owner-Occupied Housing Rehabilitation Program by the County Commissioners' Court on September 3, 2013. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, October 30, 2013.

FY'11 Rehab Prog.
Funds Available: $176,478.08

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By Steve Crain
Date: June 19, 2013

Attachments

Agenda Backup
Agenda Backup
contract
ins

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/22/2013 04:28 PM
Purchasing Department	Monica Badillo	12/06/2013 04:57 PM

Form Started By: Mary Flores Started On: 11/22/2013 04:18 PM

Final Approval Date: 12/06/2013

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

Bid Opening Date: October 30, 2013 Bid Opening Time: 9:30 am

Description of Bid: Rehabilitation of one (1) Unit in the City of Granjeno, the Demolition and Reconstruction of One (1) Unit in the City of Granjeno, and one (1) Unit in the City of Mercedes.

Grant #: M-12-UC-48-0501-ET-03

ARGO CONSTRUCTION, LLC

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	P. ROBLEDO	$55,890.00	CC INCLUDED
2	M. RENDON	NO BID	N/A
3	G. FONSECA	$57,490.00	CC INCLUDED

A ONE

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	P. ROBLEDO	$56,350.00	BB INCLUDED
2	M. RENDON	16,500.00	BB INCLUDED
3	G. FONSECA	$56,350.00	BB INCLUDED

3 GENERAL CONSTRUCTION

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	P. ROBLEDO	$65,042.00	CC INCLUDED
2	M. RENDON	$40,080.00	CC INCLUDED
3	G. FONSECA	$58,442.11	CC INCLUDED

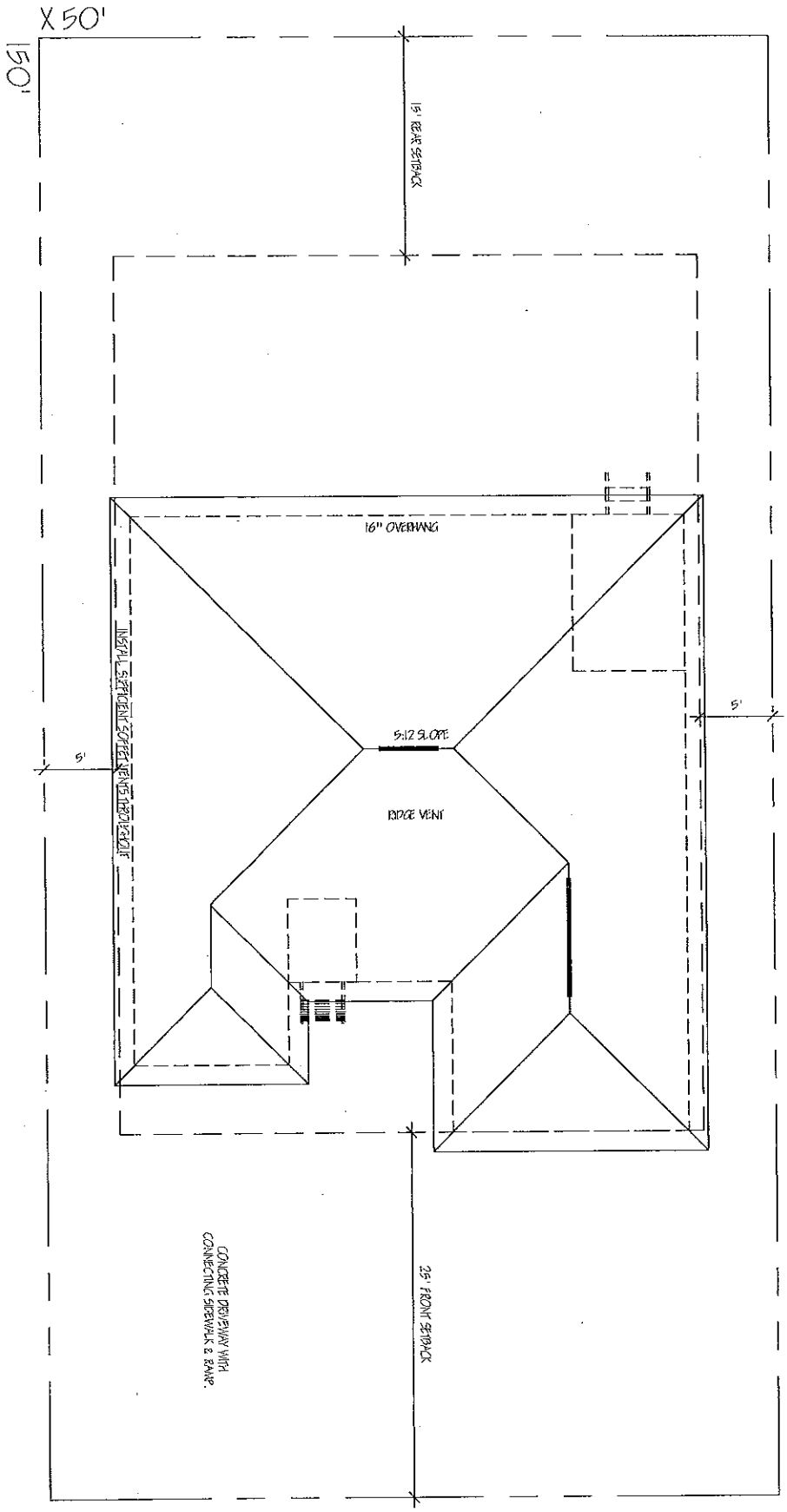
***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED**

1 OF 7	URBAN COUNTY PROGRAM OWNER OCCUPIED HOUSING REHABILITATION PROGRAM	LIVING AREA 1596 SQ. FT.
	GILBERTO FONSECA 255 S. INDIANA ST. MERCEDES, TX	

FONSECA RESIDENCE

GILBERTO FONSECA
255 S. INDIANA ST. MERCEDES
(956) 407-2163

URBAN COUNTY PROGRAM
1916 TESORO BLVD. - Pharr, TX
(956) 787-8127



1

ROOF / PLOT PLAN

N.T.S.

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

2 OF 7

GILIBERTO FONSECA

255 S. INDIANA ST. MERCEDES, TX

LIVING AREA

1396 SQ. FT.

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

ALBERTO FONSECA
255 S. INDIANA ST. MERCEDES, TX

LIVING AREA
1396 SQ. FT.

A-EXTERIOR BEAM

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

B-INTERIOR BEAM

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

GENERAL NOTES

-4" THICK SLAB ON GRADE W/ #3 BARS @ 16" O.C. EACH WAY AT MID-DEPTH OF SLAB OVER 6 MIL VISQUEEN OVER APPROVED COMPACTED FILL.

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

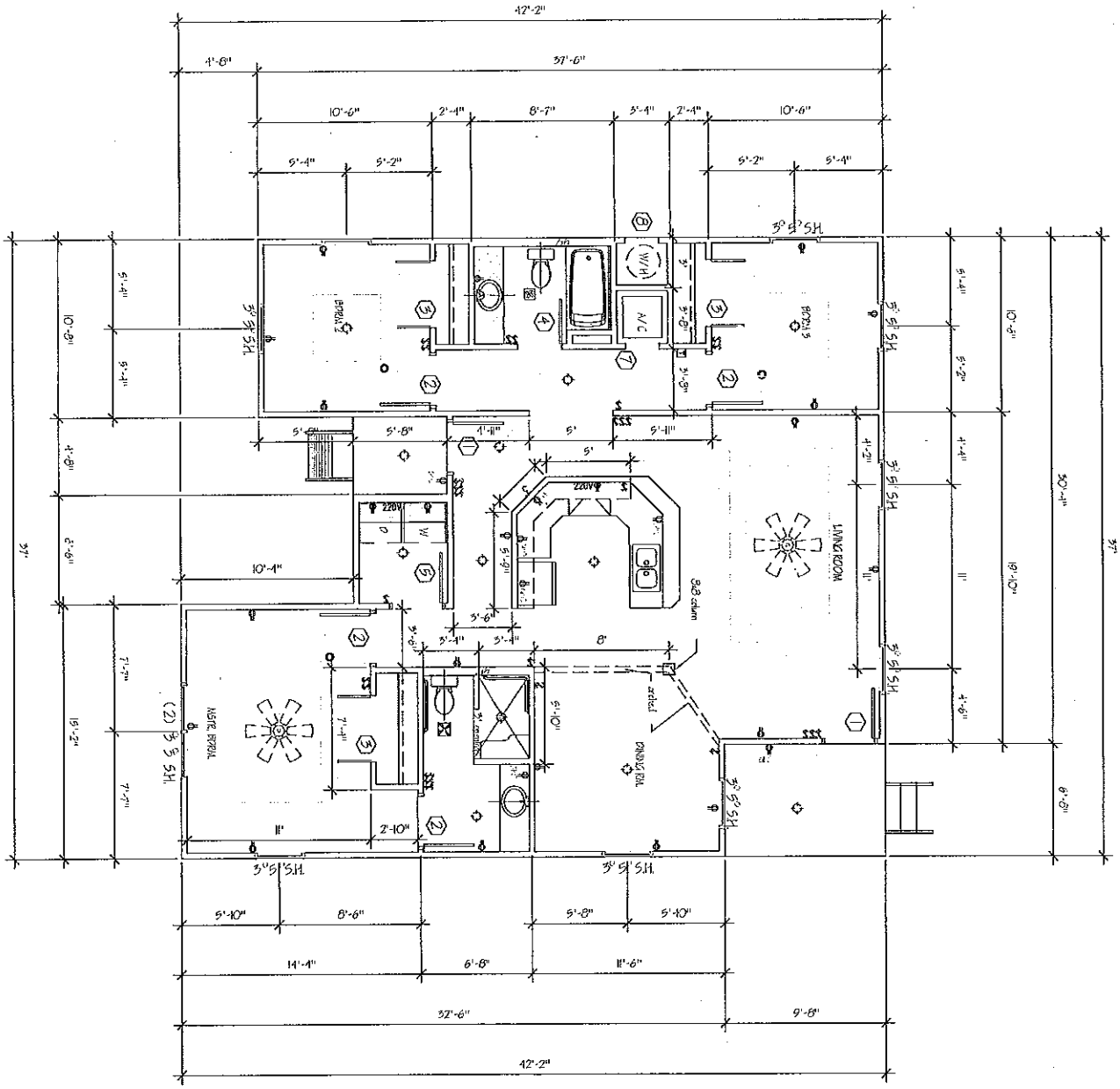
-CORNER BARS AT ALL CORNERS & INTERSECTIONS 2'X2' - #5 APPLY 6X6 #6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.

-INSTALL ACHOR BOLTS AT PERIMETER AT 4' O.C.

-USE ONLY COMPACTED SELECTED FILL DIRT. FINISH FLOOR TO BE 18" FROM TOP OF CURB. UNLESS OTHERWISE NOTED.

1 FOUNDATION PLAN

X8EF



SQUARE FOOTAGE

LIVING AREA	1396
PORCH/PATIO	108
TOTAL SQ. FT.	1496

ELECTRICAL LEGEND

WH	WATER HEATER		LIGHT FIXTURE
	DUPLEX ELECTRICAL RECEPT.	S	LIGHT SWITCH
220V	220 VOLT ELECTRICAL RECEPTACLE	T	TELEVISION/TAP
GFI	GROUND FAULT CIRCUIT INTERRUPTER		SMOKE DETECTOR

DOOR SCEDULE

DR#	TASK	SIZE W	SIZE H	TYPE	LOCKS
1	INSTALL NEW UNIT W/ DUAL PREP HOLES	3'0"		METAL W/ LOW PROFILE THRESH.	LEVER TYPE ENTRY LOCK W/ DEADBOLT
2	INSTALL NEW UNIT	3'0"		HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	(2) 2'0"		HOLLOW CORE	PASSAGE
4	INSTALL NEW UNIT	2'8"		HOLLOW CORE	PASSAGE
5	INSTALL NEW UNIT	3'0"		HOLLOW CORE	PASSAGE
6	INSTALL NEW UNIT	3'0"		POCKET DOOR	PRIVACY LOCK
7	INSTALL NEW UNIT	2'0"		HOLLOW CORE	PASSAGE
8	INSTALL NEW UNIT	2'0"		METAL DOOR	LOCK WITH DEADBOLT

GENERAL NOTES

-5/12 SLOPE WITH 18" OVERHANG
-SUPPLY RIDGE / SOFFIT VENTS WHERE NEEDED
-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 1' FROM PORCH FLOOR.
-INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 6" FROM PORCH FLOOR.
-INSTALL CONNECTIONS FOR A NATURAL GAS/ PROPANE/ OR ELECTRICAL STOVE
-INSTALL A MIN. OF 2 CABLE CONNECTIONS & 2 PHONE JACKS PER CHAMBERS RECUEST.

INT. TRIM: SOLID CORE INT. WALL: ANTIQUE WHITE 6114
EXT. TRIM: WHITE EXT. WALL: SQUETTAIL 1018

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 1 DAY OF OCT 2013

Gilberto Fonseca

1 FLOOR PLAN

XDEEP

N.T.S.

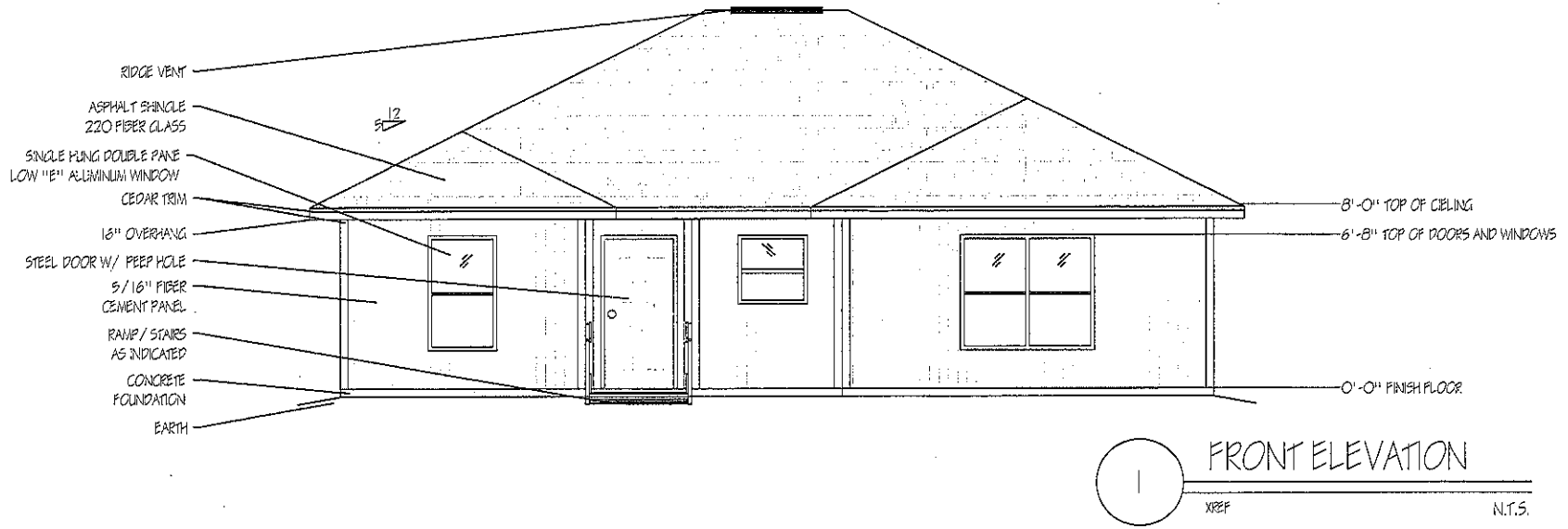
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

4 OF 6

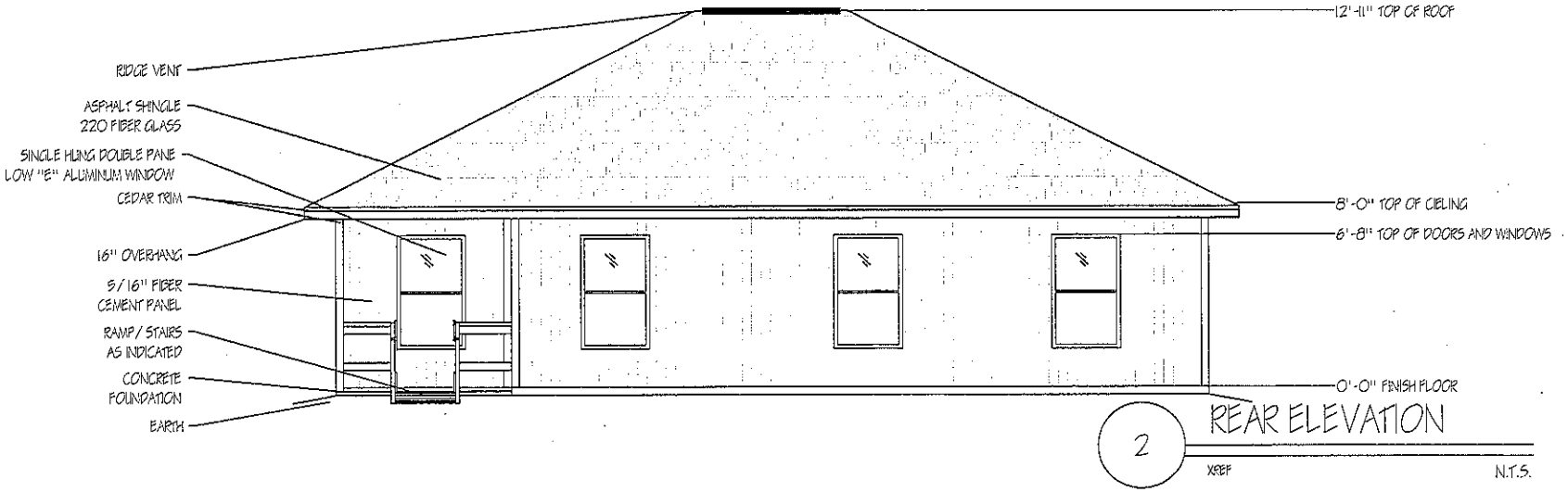
GILBERTO FONSECA
255 S. INDIANA ST. MERCEDES, TX

LIVING AREA
1396 SQ. FT.



1 FRONT ELEVATION

XREF N.T.S.



2 REAR ELEVATION

XREF N.T.S.

URBAN COUNTY PROGRAM

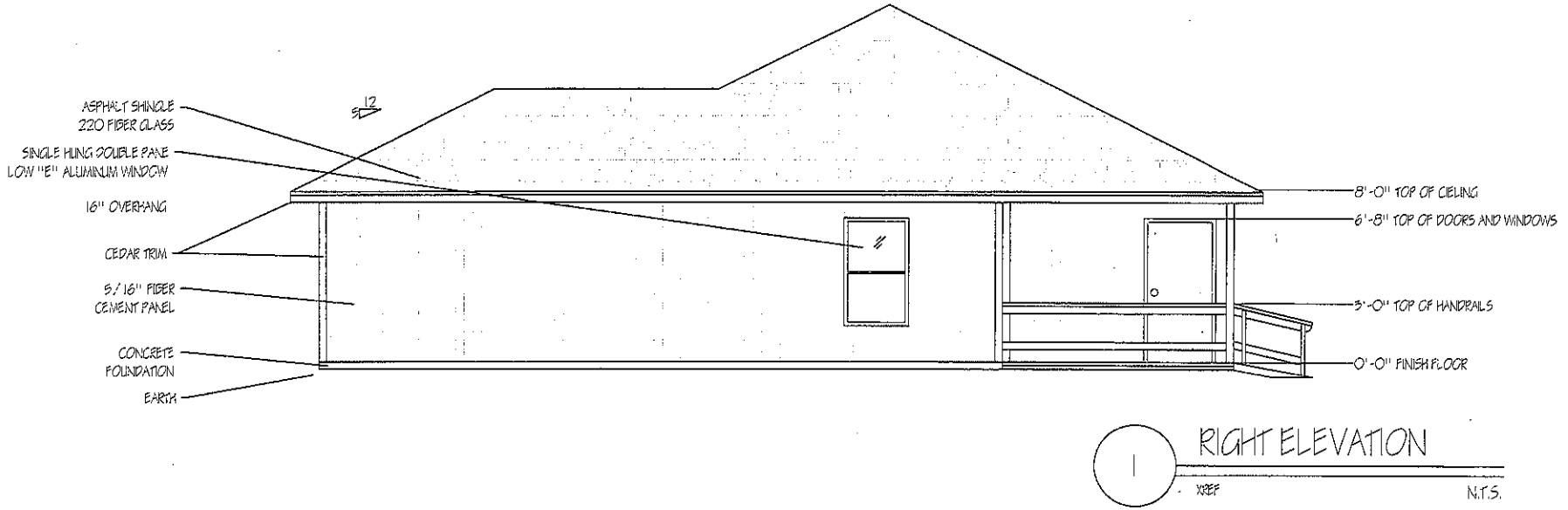
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

GILBERTO FONSECA

255 S. INDIANA ST. MERCEDES, TX

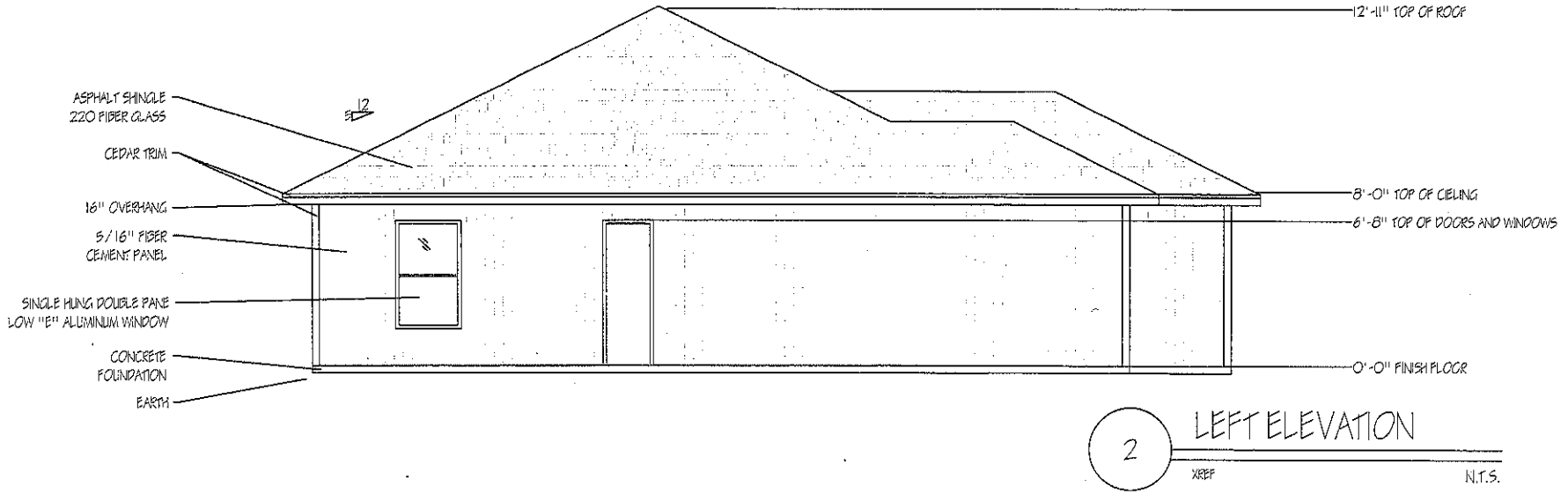
LIVING AREA
1396 SQ. FT.

5 OF 7



1 RIGHT ELEVATION

XREF N.T.S.



2 LEFT ELEVATION

XREF N.T.S.

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

GILBERTO FONSECA
255 S. INDIANA ST. MERCEDES, TX

LIVING AREA
1396 SQ. FT.

6 OF 7

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) GILBERTO FONSECA CASE NO.: ME 50-12-02 DATE: 10-1-13 ADDRESS: 255 S. INDIANA ST., MERCEDES, TX PHONE: 956-407-2163 BY: ERIC TREVINO

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT & A MIN. OF 12 X 25 DRIVEWAY (depending on city).

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS:
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
- PEDESTAL SINK W/ RELATED PLUMBING & FAUCETS
- TOILET OF MATCHING COLOR
- SHOWER WITH RELATED PLUMBING AND HANDICAP ACCESSIBLE.
- SHOWER FAUCETS & REMOVABLE SHOWER HEAD
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST.(SEE SECTION 23.)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1"/2" SPACER.
  - CEILING JOIST @ 24" O.C., FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.
  - INSTALL BOOT TIES IN EVERY CORNER OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.

ALL INTERIOR WALL & CEILING COVERINGS.

- ½" SHEETROCK FINISHED AS PER SPECS.
- ½ "DAMP RESISTANT SHEETROCK FOR BATH AREAS.

ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE.
ALL INTERIOR WALL SURFACESS SHALL HAVE ORANGE PEEL TEXTURE.
ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF:(SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
- A HIP/GABLE STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
- SHINGLES TO BE OF LIGHT COLOR (no black shingles)

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:

- A FRONT PORCH FLOOR.
- A SIDE/BACK PORCH FLOOR.

PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN **R-49 FACTOR.** (need a combined R-30 & R-19 to meet requirement)
- **INFILTRATION FOAM** SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH **R-15 F.G. BATT.**
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.
ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) WITH PAINT ***COMPARABLE IN QUALITY TO SHERWIN WILLIAMS.*** *ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).*

8. EXTERIOR FINISH:

PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT ***COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100.*** *(2 COLOR CHOICE MIN).*

9. SIDING:

THE SIDING SHALL BE 5/16" FIBER CEMENT WITH ALL CEDAR TRIM TO ENTIRE HOUSE.

10. WINDOWS:

SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN.

11. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:

- A RANGE CABINET.
- A KTCHEN/ BATHROOM FORMICA COUNTER TOP OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET (IF APPLICABLE) FOR BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK, AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.

13. ELECTRICAL GENERAL

ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) **COMPARABLE IN QUALITY** TO THE "HUNTER" BRAND, THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR, LOCATON AS PER OWNER REQUEST.
- INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
- EACH ELECTRICAL PANEL OR BREAKERBOX, LIGHT SWITCH, & THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR
- EACH ELECTRICAL PLUG TO BE 15" ABOVE THE FLOOR
- ANY OUTLETS WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

14. RANGE HOOD:

INSTALL A RANGE HOOD TO FIT OWNER'S RANGE SIZE (30" OR 36") AND VENT TO EXTERIOR.

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINETS AS PER SPECS. INCLUDE CURTAIN ROD & PLASTIC THRESHOLD TO HELP PREVENT WATER FROM ESCAPING SHOWER. INSTALL PEDESTAL SINK AND CABINET ABOVE TOILET. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER.)

16. ACCESS FOR PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12 X 25 DRIVEWAY AND STEPS WITH HANDRAILS
BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS

17. HEATING & A/C:

PROVIDE & INSTALL A 14 SEER CENTRAL AIR CONDITIONING ***COMPARABLE IN QUALITY*** *TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT.*

18. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

19. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

- YOUR BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVERY BDRM & LIVING SPACE. KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMTIS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
- MINIMUM 12x-25 CONC. DRIVEWAY WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN **SECTION 23. GENERAL NOTES** OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY TRHOUGHOUT CONSTRUCTION PROCESS *(demo to final inspection)*
- SHOWER ENTRANCES TO BE 36" WIDE
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

Gilberto Fonseca

NAME OF APPLICANT

Genoveva Fonseca

NAME OF CO-APPLICANT

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **December 10, 2013**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: **Gilberto & Genoveva Fonseca**

BORROWER'S ADDRESS:

255 S. Indian
Mercedes, TX 78570

LENDER: County of Hidalgo, a political subdivision of the State of Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
3304 W. Alberta Rd.,
Edinburg, TX 78539

CONTRACTOR: **Raymundo Carrisales, A-One Insulation**

CONTRACTOR'S ADDRESS:

1006 E. Ferguson Ave.
Pharr, Texas 78577

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$56,350.00**, executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **$56,350.00**, executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("Deed of Trust") of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION: **$56,350.00**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15^{th}) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in

which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof. Pursuit by Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

14. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision in inconsistent with any prior draft hereof or thereof. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County,

Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

16. General Provisions. This Agreement:

a. may not be assigned by Owner or Contractor without the prior written consent of County;

b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;

c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and

d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. Nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If

requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER:

_____

Gilberto Fonseca

_____

Genoveva Fonseca

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

LENDER:

COUNTY OF HIDALGO, a political subdivision of the State of Texas

_____

By: **Diana R. Serna**
Its: **Director of Urban County Program**

CONTRACTOR:

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: June 19, 2013

_____

By: **Raymundo Carrisales**
Its: **Owner of A-One Insulation**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____, by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo**, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **10th** day of **December 2013**, by **Gilberto Fonseca.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **10th** day of **December 2013**, by **Genoveva Fonseca.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **10th** day of **December 2013**, by **Raymundo Carrisales, Owner of the A-One Insulation,** a **Contractor of the State of Texas**, on behalf of said **Hidalgo County**.

_____
NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO RAYMUNDO CARRISALES, A-ONE INSULATION, AT 1006 E. FERGUSON ST., PHARR, TEXAS 78577 NOT LATER THAN MIDNIGHT OF DECEMBER 13, 2013.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER:

_____

Gilberto Fonseca

_____

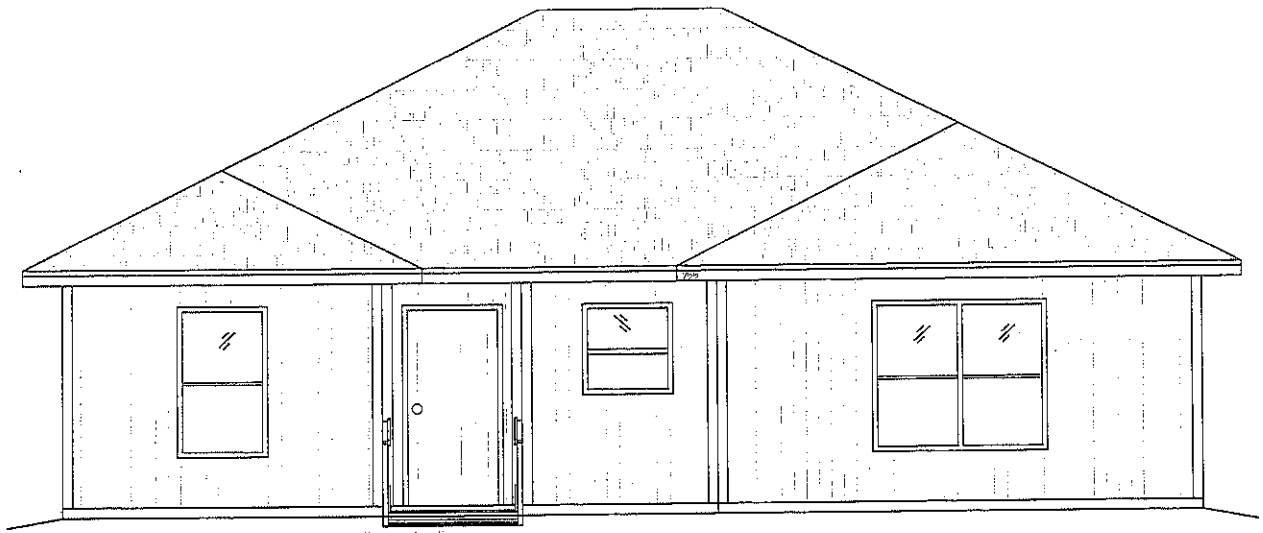
Genoveva Fonseca

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

All of Lot 10 Gross Subdivision, of Block 105 Townsite of Mercedes, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

FONSECA RESIDENCE



URBAN COUNTY PROGRAM
1916 TESORO BLVD. - Pharr, TX
(956) 787-8127

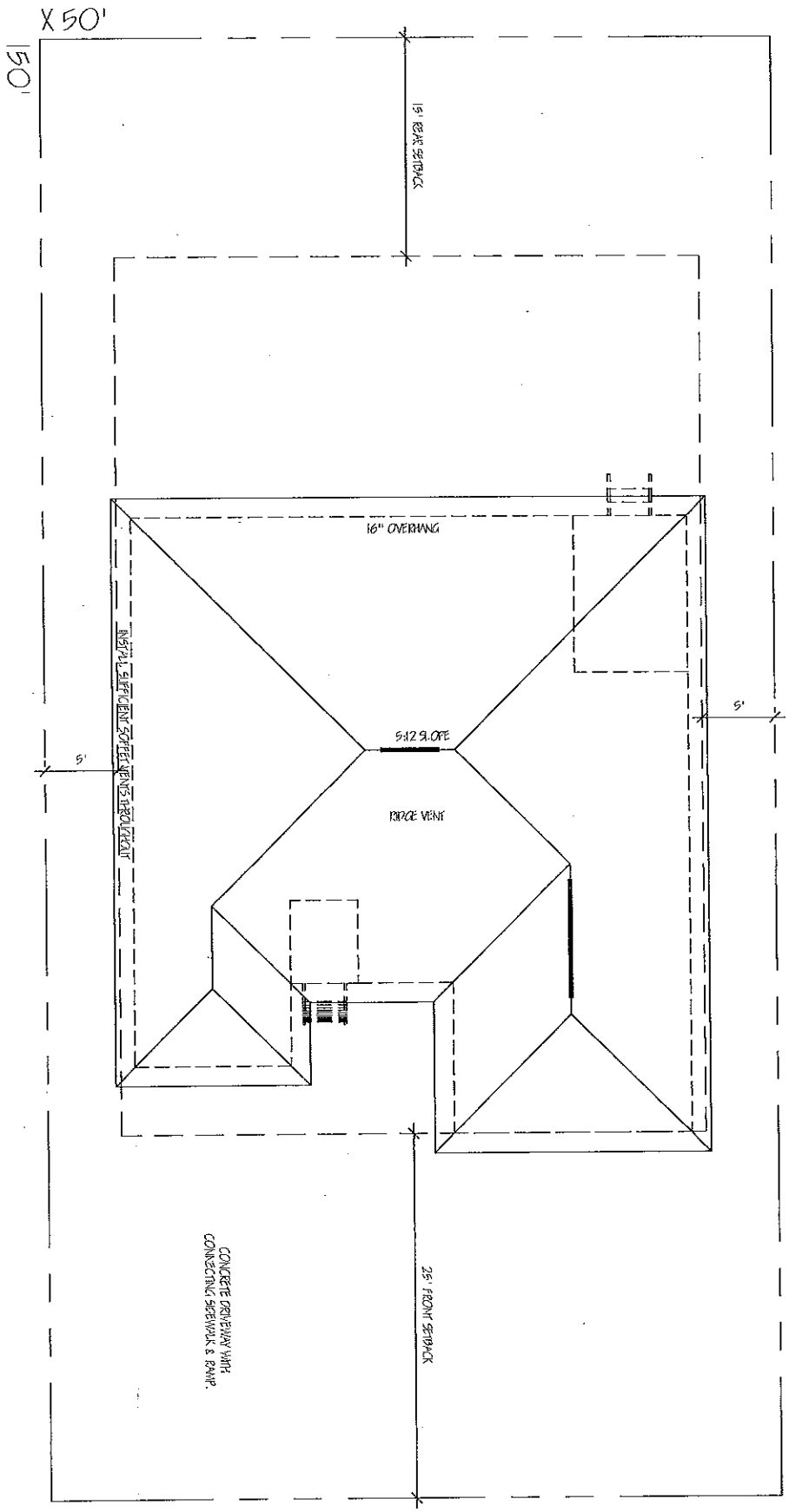
GILBERTO FONSECA
255 S. INDIANA ST. MERCEDES
(956) 407-2163

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

GILBERTO FONSECA
255 S. INDIANA ST. MERCEDES, TX

LIVING AREA
1396 SQ. FT.



GROSS SUBDIVION LOT 10 MERCEDES, TX

1 ROOF / PLOT PLAN
XREF
N.T.S.

INDIANA ST.

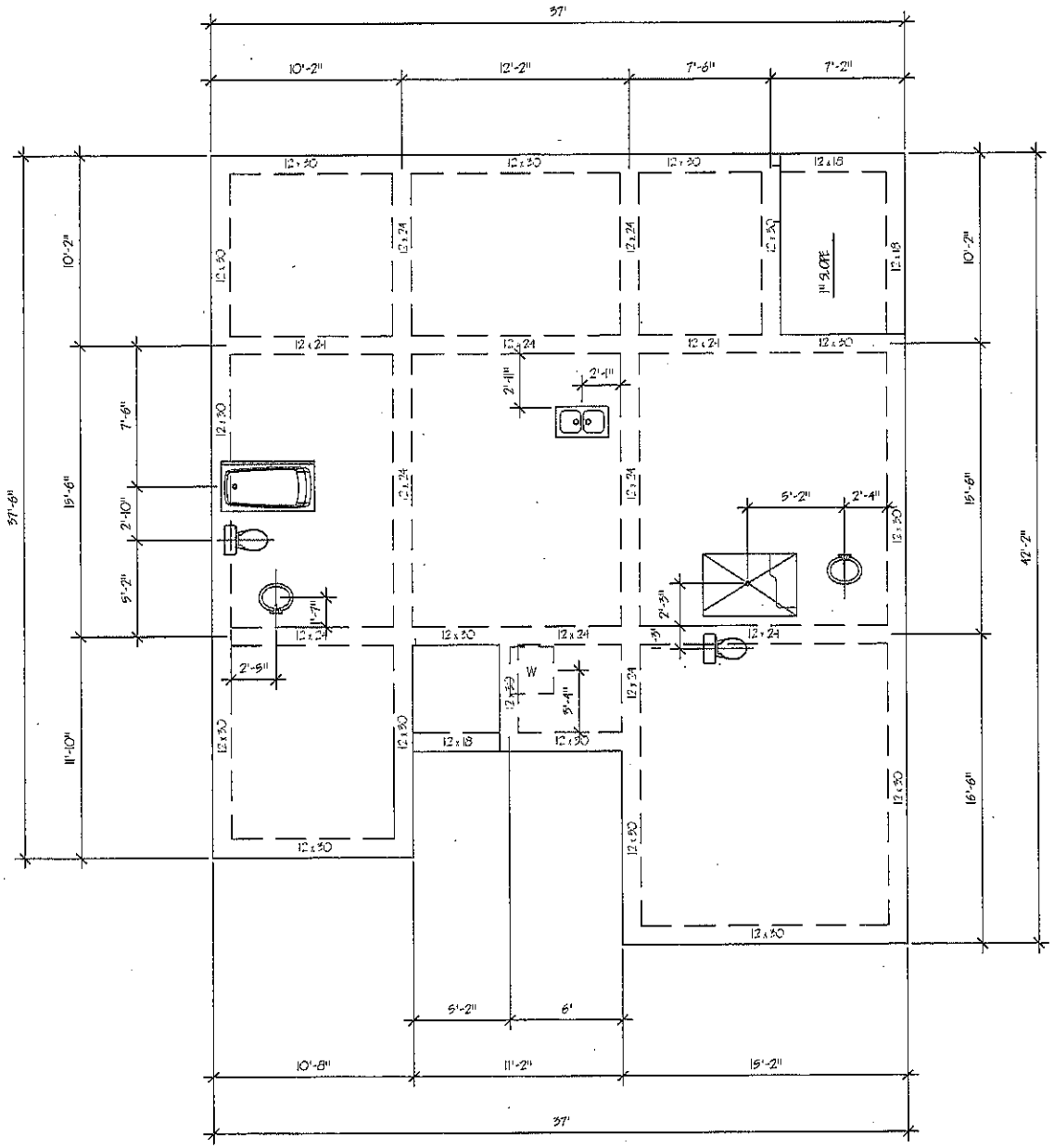
URBAN COUNTY PROGRAM

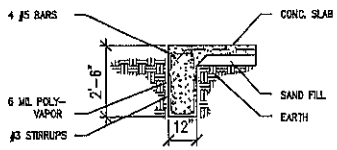
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

2 OF 7

GILBERTO FONSECA
255 S. INDIANA ST. MERCEDES, TX

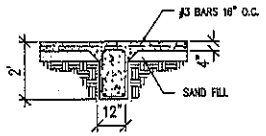
LIVING AREA
1396 SQ. FT.





A-EXTERIOR BEAM

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



B-INTERIOR BEAM

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

GENERAL NOTES

-4" THICK SLAB ON GRADE W/ #3 BARS @ 16" O.C. EACH WAY AT MID-DEPTH OF SLAB OVER 6 MIL VISQUEEN OVER APPROVED COMPACTED FILL.

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-CORNER BARS: AT ALL CORNERS $ INTERSECTIONS 2'X2' - #5 APPLY 6X6 #6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.

-INSTALL ACHOR BOLTS AT PERIMETER AT 4' O.C.

-USE ONLY, COMPACTED SELECTED FILL DIRT. FINISH FLOOR TO BE 18" FROM TOP OF CURB. UNLESS OTHERWISE NOTED.

1 FOUNDATION PLAN

XREF

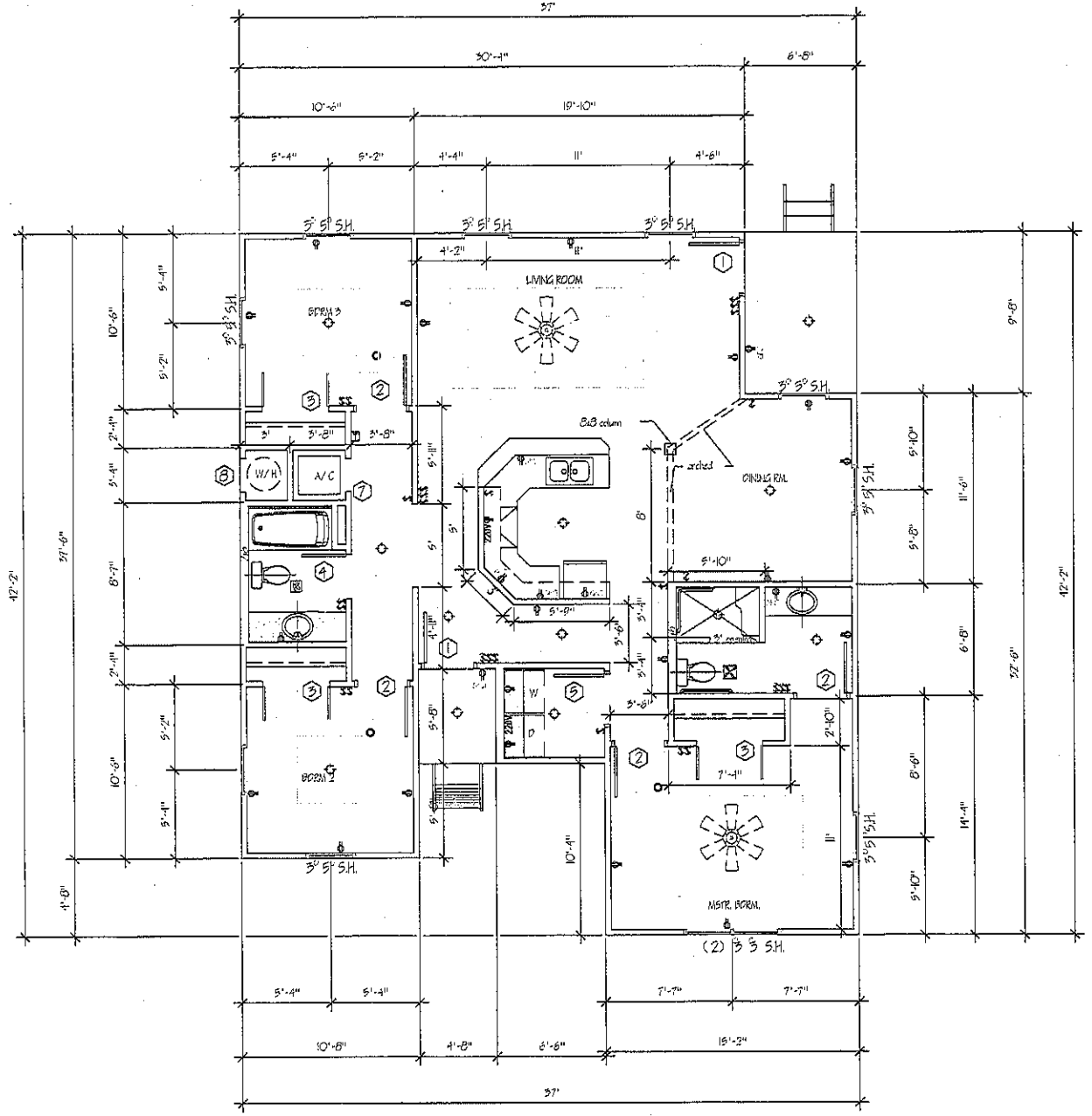
LIVING AREA
1396 SQ. FT.

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

GILBERTO FONSECA
255 S. INDIANA ST. MERCEDES, TX

3 OF 7



SQUARE FOOTAGE

LIVING AREA	1350
PORCH/ PATIO	108
TOTAL SQ. FT.	1458

ELECTRICAL LEGEND

WH	WATER HEATER		LIGHT FIXTURE
	DUPLEX ELECTRICAL RECEPT.	$	LIGHT SWITCH
220V	220V DUPLEX ELECTRICAL RECEPTACLE	T	THERMOSTAT
GFI	GROUND FAULT CIRCUIT INTERRUPTER		SMOKE DETECTOR

DOOR SCEDULE

DR #	TASK	SIZ X 6 8	TYPE	LOCKS
1	INSTALL NEW UNIT W/ DUAL PEEP HOLES	3⁰	METAL W/ LOW PROFILE THRESH.	LEVER TYPE ENTRY LOCK W/ DEADBOLT.
2	INSTALL NEW UNIT	3⁰	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	(2) 2⁰	HOLLOW CORE	PASSAGE
4	INSTALL NEW UNIT	2⁶	HOLLOW CORE	PASSAGE
5	INSTALL NEW UNIT	3⁰	HOLLOW CORE	PASSAGE
6	INSTALL NEW UNIT	3⁰	POCKET DOOR	PRIVACY LOCK
7	INSTALL NEW UNIT	2⁰	HOLLOW CORE	PASSAGE
8	INSTALL NEW UNIT	2⁰	METAL DOOR	LOCK WITH DEADBOLT

GENERAL NOTES

-5/12 SLOPE WITH 16" OVERHANG
-SUPPLY RIDGE/ SOFFIT VENTS WHERE NEEDED
-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 1" FROM PORCH FLOOR.
-INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 6" FROM PORCH FLOOR.
-INSTALL CONNECTIONS FOR A NATURAL GAS/ PROPANE/ OR ELECTRICAL STOVE
-INSTALL A MIN. OF 2 CABLE CONNECTIONS & 2 PHONE JACKS PER OWNERS REQUEST.

INT. TRIM JOVIAL 661 INT. WALL ANTIQUE WHITE 6119
EXT. TRIM WHITE EXT. WALL DOVETAIL 7018

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 1 DAY OF OCT 2013

Gilberto Fonseca
Gilberto Fonseca

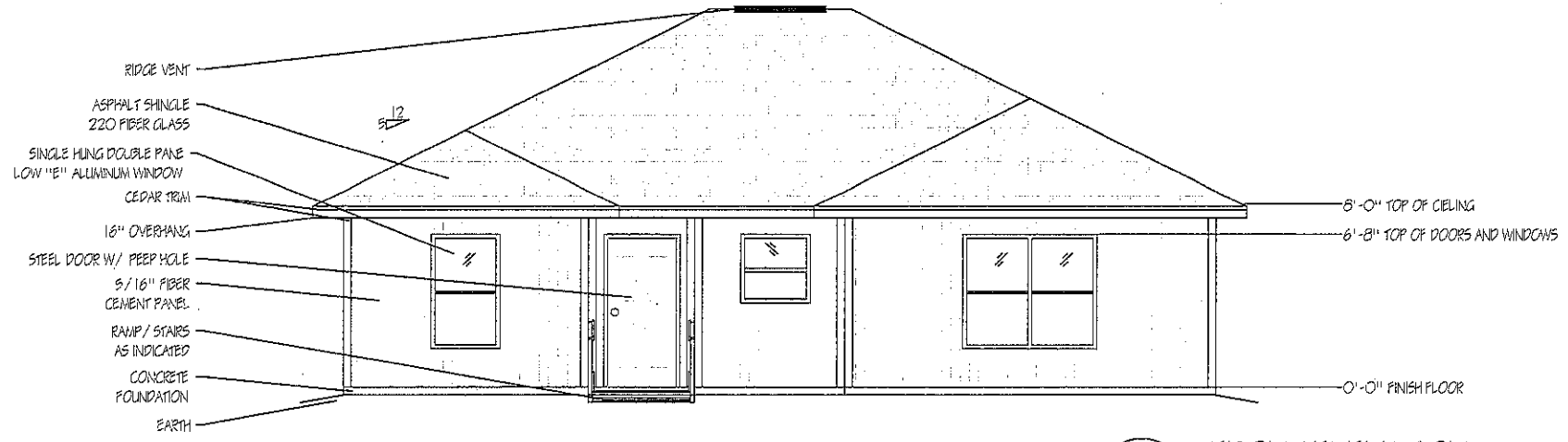
1 FLOOR PLAN
XREF
N.T.S.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

LIVING AREA
1396 SQ. FT.

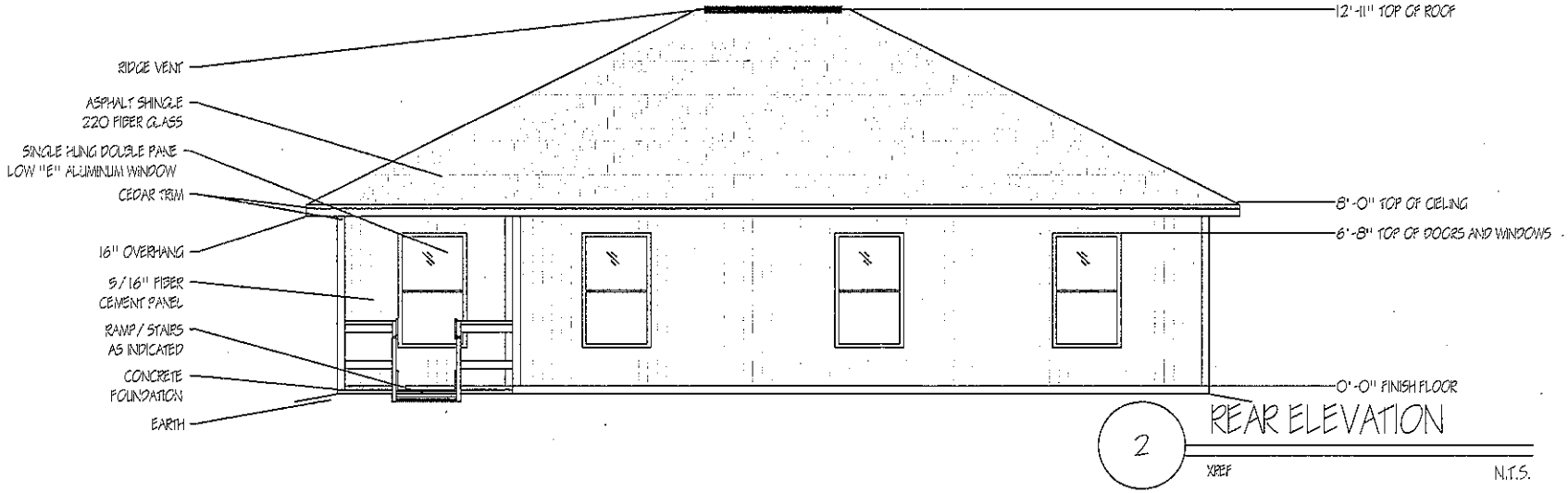
GILBERTO FONSECA
255 S. INDIANA ST. MERCEDES, TX

4 OF 6



1 FRONT ELEVATION

XREF N.T.S.



2 REAR ELEVATION

XREF N.T.S.

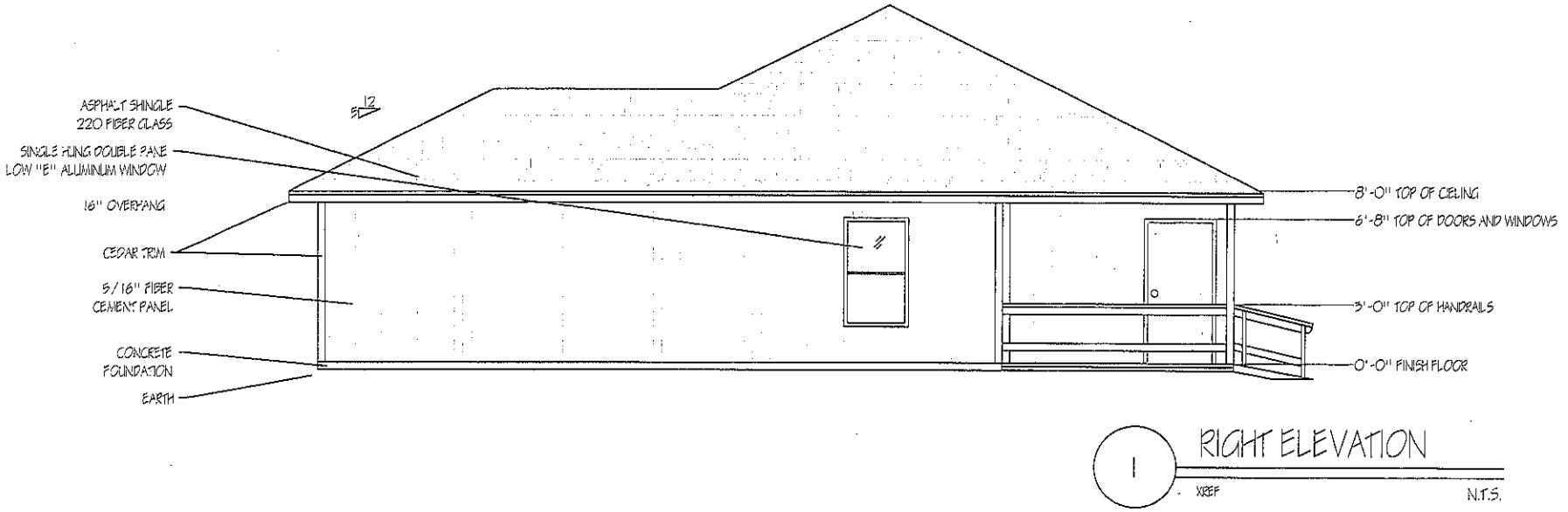
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

LIVING AREA
1596 SQ. FT.

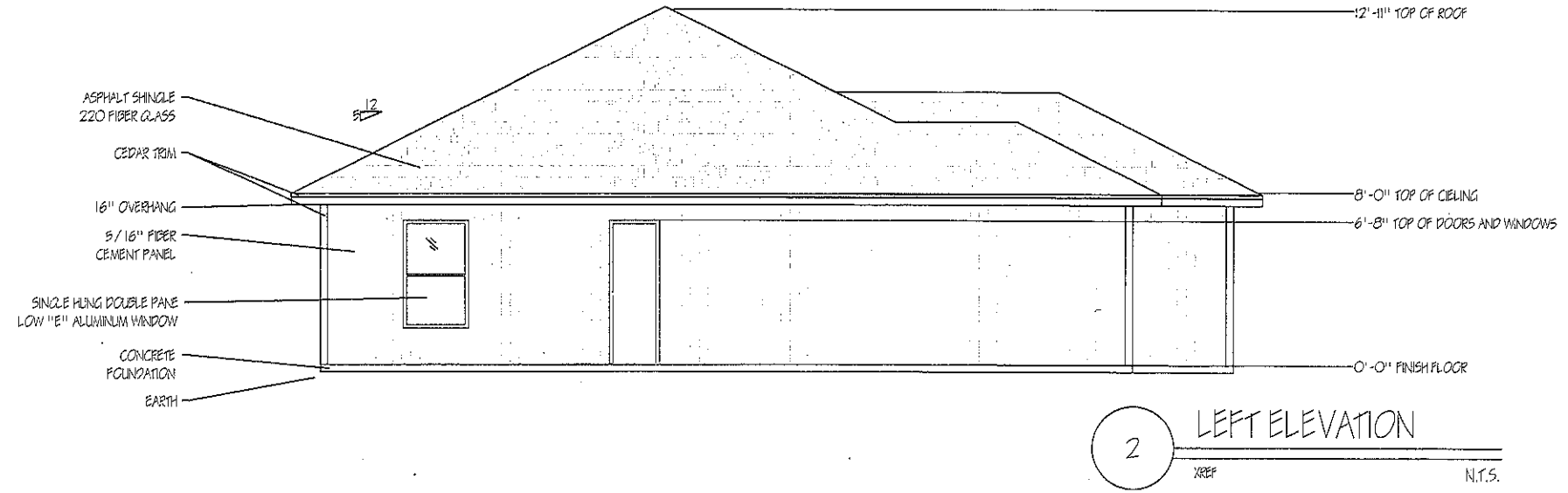
GILBERTO FONSECA
255 S. INDIANA ST. MERCEDES, TX

5 OF 7



1 RIGHT ELEVATION

XREF N.T.S.



2 LEFT ELEVATION

XREF N.T.S.

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

LIVING AREA
1596 SQ. Ft.

GILBERTO FONSECA
255 S. INDIANA ST. MERCEDES, TX

6 OF 7

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) GILBERTO FONSECA CASE NO.: ME 50-12-02 DATE: 10-1-13 ADDRESS: 255 S. INDIANA ST., MERCEDES, TX PHONE: 956-407-2163 BY: ERIC TREVINO

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT & A MIN. OF 12 X 25 DRIVEWAY (depending on city).

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS:
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
- PEDESTAL SINK W/ RELATED PLUMBING & FAUCETS
- TOILET OF MATCHING COLOR
- SHOWER WITH RELATED PLUMBING AND HANDICAP ACCESSIBLE.
- SHOWER FAUCETS & REMOVABLE SHOWER HEAD
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST.(SEE SECTION 23.)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1"/2" SPACER.
  - CEILING JOIST @ 24" O.C., **FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.**
  - **INSTALL BOOT TIES IN EVERY CORNER** OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.

ALL INTERIOR WALL & CEILING COVERINGS.

- ½" SHEETROCK FINISHED AS PER SPECS.
- ½ "DAMP RESISTANT SHEETROCK FOR BATH AREAS.

ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE.
ALL INTERIOR WALL SURFACESS SHALL HAVE ORANGE PEEL TEXTURE.
ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF:(SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
- A HIP/GABLE STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
- SHINGLES TO BE OF LIGHT COLOR **(no black shingles)**

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:

- A FRONT PORCH FLOOR.
- A SIDE/BACK PORCH FLOOR.

PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN **R-49 FACTOR.** (need a combined R-30 & R-19 to meet requirement)
- **INFILTRATION FOAM** SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH **R-15 F.G. BATT.**
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.
ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) WITH PAINT ***COMPARABLE IN QUALITY TO SHERWIN WILLIAMS.*** *ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).*

8. EXTERIOR FINISH:

PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT ***COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100.*** *(2 COLOR CHOICE MIN).*

9. SIDING:

THE SIDING SHALL BE 5/16" FIBER CEMENT WITH ***ALL CEDAR TRIM TO ENTIRE HOUSE.***

10. WINDOWS:

SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN.

11. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:

- A RANGE CABINET.
- A KITCHEN/ BATHROOM **FORMICA COUNTER TOP** OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET (IF APPLICABLE) FOR BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK. AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.

13. ELECTRICAL GENERAL

ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) **COMPARABLE IN QUALITY** TO THE "HUNTER" BRAND, THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR, LOCATON AS PER OWNER REQUEST.
- INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
- EACH ELECTRICAL PANEL OR BREAKERBOX, LIGHT SWITCH, & THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR
- EACH ELECTRICAL PLUG TO BE 15" ABOVE THE FLOOR
- ANY OUTLETS WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

14. RANGE HOOD:

INSTALL A RANGE HOOD TO FIT OWNER'S RANGE SIZE (30" OR 36") AND VENT TO EXTERIOR.

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINETS AS PER SPECS. INCLUDE CURTAIN ROD & PLASTIC THRESHOLD TO HELP PREVENT WATER FROM ESCAPING SHOWER. INSTALL PEDESTAL SINK AND CABINET ABOVE TOILET. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER.)

16. ACCESS FOR PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12 X 25 DRIVEWAY AND STEPS WITH HANDRAILS
BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS

17. HEATING & A/C:

PROVIDE & INSTALL A 14 SEER CENTRAL AIR CONDITIONING ***COMPARABLE IN QUALITY*** *TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT.*

18. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

19. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

- YOUR BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVERY BDRM & LIVING SPACE. KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMTIS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
- MINIMUM 12x-25 CONC. DRIVEWAY WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN **SECTION 23. GENERAL NOTES** OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY TRHOUGHOUT CONSTRUCTION PROCESS ***(demo to final inspection)***
- SHOWER ENTRANCES TO BE 36" WIDE
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

Gilberto Fonseca

NAME OF APPLICANT

Genoveva Fonseca

NAME OF CO-APPLICANT

TIME TABLE

ACTIVITY	DATE(S)
Contract Signing	December 11, 2013
Demolition	December 21, 2013
Construction Start	December 23, 2013
Anticipated Draws	After 50% construction completion After 100% construction completion 30 days after construction completion
End Construction	March 21, 2014

BUDGET

	Total Cost
Pre-Development	$ 0.00
Acquisition	$ 0.00
Demolition	$ 3,000.00
Construction	$53,350.00
Other Costs:	$ 0.00
TOTAL PROJECT COSTS	$ 56,350.00

EXHIBIT "C"
SPECIAL CONDITIONS

None.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/9/2013

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	CONTACT NAME: Sylvia Briones, CISR
Bert Whisenant Insurance 816 East Hackberry Avenue McAllen TX 78501	PHONE (A/C, No, Ext): (956) 686-8323 FAX (A/C, No): (888) 512-2080 E-MAIL ADDRESS: SBriones@bwi-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Atlantic Casualty Ins Co.	
INSURER B: Commerce & Industry	
INSURER C: Texas Mutual Insurance Co.	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: A One Insulation, DBA: Raymundo Carrisales
1006 E Ferguson
Pharr TX 78577

COVERAGES **CERTIFICATE NUMBER:** CL1312900108 **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	X		L086804784	6/18/2013	6/18/2014	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
	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)	$ $ $ $
B	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			EBU066329856	11/22/2013	6/16/2014	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $
C	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	Y	SBP0001231365	12/2/2013	12/2/2014	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

Urban County Program
3304 W. Alberta Rd
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

B R. Whisenant, Jr/SL B.R. Whisenant, Jr.

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AI-41946 **Urban County 13. B.**

CC REGULAR

Meeting Date: 12/10/2013

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

Department: URBAN COUNTY

Information

CAPTION

Request authorization to enter into a 60-month lease agreement for a DM100 Digital Mailing System with Pitney Bowes, Inc an awarded vendor through BuyBoard contract #: 407-12 in the amount of $70.00/month. The Lease will commence with billing cycle 1/30/14. The lease includes the re-set, (EMA) Maintenance, rates for scale, confirmation services that save on certified/overnight & second days.

BACKGROUND

Urban County Program currently uses the services of Pitney Bowes. The 60-month agreement would lock in the above rate for that period with no additional annual fees.

Attachments

Agenda Backup

legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/26/2013 10:44 AM
Purchasing Department	Monica Badillo	12/06/2013 04:57 PM

Form Started By: Mary Flores Started On: 11/22/2013 11:13 AM

Final Approval Date: 12/06/2013

PITNEY BOWES GLOBAL FINANCIAL SERVICES AGREEMENT
STATE & LOCAL FAIR MARKET VALUE LEASE

Agreement Number

Your Business Information

Full Legal Name of Lessee	DBA Name of Lessee	Tax ID # (FEIN/TIN)	
COUNTY OF HIDALGO URBAN COUNTY PROGRAM		74-6000717	
Billing Address: Street	**City**	**State**	**Zip+4**
3304 W ALBERTA RD	EDINBURG	TX	78539-9658
Billing Contact Name	**Billing Contact Phone #**	**Billing CAN #**	
DIANA R. SERNA	(956) 787-8127	21527520866	
Installation Address *(If different from billing address)* : Street	**City**	**State**	**Zip+4**
3304 W ALBERTA RD	EDINBURG	TX	78539-9658
Installation Contact Name	**Installation Contact Phone #**	**Installation CAN #**	
		15338960881	
Fiscal Period *(from - to)*	**Customer PO #**	**Delivery CAN #**	

Your Business Needs

Qty		Business Solution Description
		Mail Stream Solution - 2
1		DM100 Desktop Mailing System
1		IntelliLink Interface / PSD for DM100
1		Accounting (10 Dept) Software
1		5 lb Integrated Weighing
1		Confirmation Services Welcome Kit for DM100/DM125
1		Integrated Weighing Platform
1		Moistener for DM100
1		pbSmartPostage Free
1		Professional Installation and Training
1		IntelliLink Subscription with Value Based Services
1		DF100 Letter Perfect Folder

Check items to be included in customer's payment

[X] **Service Level Agreement**
Tier 1 - Provides repair and maintenance service for equipment ('Standard SLA')

[ ] **Software Maintenance (additional terms apply)** - *Provides revision updates & technical assistance*

[X] **Soft-Guard® Subscription** - *Provides postal and carrier updates*
If you do not choose Soft-Guard protection with your lease, you will automatically receive updates at PBI's current rates.

[X] **IntelliLink® Subscription/ Meter Rental** - *Provides simplified billing and includes postage resets*
(x) **Value Based Services**
( ) **Purchase Power® credit line**

[ ] **Permit Mail Payment Service** - *Allows you to consolidate permit postage with metered postage under one account.* As a permit mail user, we need USPS forms 6001, 6002, and 6003, along with the Permit Enrollment form, to activate your Permit Mail Payment service.

[ ] **YES PBGFS ValueMAX® Program**
(x) **No Enrollment** (I will provide proof of insurance within the next 30 days as noted in paragraph L9)

Your Payment Plan

Number Of Months		Monthly Amount	Billed Quarterly At*
First	60	$70	$210

**Does not include any applicable taxes.*

( ) Required advance check of $( ) received
Tax Exempt# State Tax *(If applicable)*
( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

Your Signature Below

Non-Appropriations. You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including those contained on page 2 and those located in the Pitney Bowes Terms (Version 2/13), which are available at www.pb.com/terms and are incorporated by reference. The lease will be binding on PBGFS only after PBGFS has completed its credit and documentation approval process and an authorized PBGFS employee signs below. The lease requires you either to provide proof of insurance or instead participate in the Pitney Bowes ValueMAX equipment protection program (see paragraph L9 page 2) for an additional fee.

Customer Signature	Date	
DIANA R. SERNA	DIRECTOR	diana.serna@co.hidalgo.tx.us
Print Name	**Title**	**Email Address**

Sales Information

Mark Jacobsen	473	
Account Rep Name	**District Office**	**PBGFS Acceptance**

PBGFS SLG FMV Lease Agreement (Version 2/13)
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LEASE TERMS AND CONDITIONS

This is a lease with Pitney Bowes Global Financial Services LLC (PBGFS), Pitney Bowes' leasing company. PBGFS provides leasing options to our customers. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI) as stated in the Pitney Bowes Terms. Due to federal regulations, only PBI can own an IntelliLink® Control Center or Meter. Therefore, those items are rented to you, rather than leased. Unlike the other equipment you may lease from us, you cannot purchase an IntelliLink Control Center or Meter at the end of the Agreement.

L1. DEFINITIONS

L1.1 All capitalized terms that are not defined in this document are defined in the "Definitions" section of the Pitney Bowes Terms.

L2. AGREEMENT

L2.1 You are leasing the Equipment listed on the Order. You will make each Quarterly Payment by the due date shown on our invoice.

L2.2 **You may not cancel this Lease for any reason except as expressly set forth in Sections L10 and L11 below. All payment obligations are unconditional.**

L2.3 Our remedies for your failure to pay on time or other defaults are set forth in the "Default and Remedies" section of the Pitney Bowes Terms.

L2.4 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

L3. PAYMENT TERMS AND OBLIGATIONS

L3.1 We will invoice you in arrears each quarter for all payments on the Order (each, a "Quarterly Payment"), except as provided in any SOW attached to this Agreement.

L3.2 Your Quarterly Payment may include a one-time origination fee, amounts carried over from a previous unexpired lease, and other costs.

L3.3 If you request, your IntelliLink Control Center/Meter Rental fees, Service Level Agreement fees, and Soft-Guard® payments ("PBI Payments") will be included with your Quarterly Payment and begin with the start of the Lease Term. Your Quarterly Payment will increase if your PBI Payments increase.

L4. EQUIPMENT OWNERSHIP

L4.1 We own the Equipment. PBI owns any IntelliLink Control Center or Meter. Except as stated in Section L6.1, you will not have the right to become the owner at the end of this Agreement.

L5. LEASE TERM

L5.1 The Lease term is the number of months stated on the Order ("Lease Term").

L6. END OF LEASE OPTIONS

L6.1 During the 90 days prior to the end of your Lease, you may, if not in default, select one of the following options:

(a) enter into a new lease with us;

(b) purchase the Equipment "as is, where is" for fair market value; or

(c) return the Equipment, IntelliLink Control Center and/or Meter in its original condition, reasonable wear and tear excepted. If you return the Equipment, IntelliLink Control Center and/or Meter, at our option you will either (i) properly pack them and insure them for their full replacement value (unless you are enrolled in the ValueMAX® program) and deliver them aboard a common carrier, freight prepaid, to a destination within the United States that we specify, or (ii) properly pack and return them in the return box and with the shipping label provided by us and, in either case, pay us our then applicable processing fee.

L6.2 If you do not select one of the options in Section L6.1, you shall be deemed to have agreed to enter into successive 12-month annual extensions of the term of this Agreement. You may opt to cease the automatic extensions by providing us with written notice within 120 days (but no less than 30 days or such shorter period as may be contemplated by law) prior to the expiration of the then-current term of this Agreement. Upon cancellation, you agree to either return all items pursuant to Section L6.1(c) or purchase the Equipment.

L7. WARRANTY AND LIMITATION OF LIABILITY

L7.1 WE (PBGFS) MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.

L7.2 PBI provides you with (and we assign to you our rights in) the limited warranty in the Pitney Bowes Terms.

L7.3 WE ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

L8. EQUIPMENT OBLIGATIONS

L8.1 Condition and Repairs. You will keep the Equipment free from liens and encumbrances and in good repair, condition, and working order.

L8.2 Inspection. We may inspect the Equipment and any related maintenance records.

L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent.

L9. RISK OF LOSS AND VALUEMAX® PROGRAM

Because we own the equipment while you lease it from us, we need to make sure it is protected while it is in your possession. You can demonstrate to us that the equipment will be protected either by showing us that your insurance will cover the equipment or by enrolling in our fee-based ValueMAX program. The terms of that program are listed in Section L9.2.

L9.1 Risk of Loss.

(a) You bear the entire risk of loss to the Equipment from the date of shipment by PBI until the end of the Lease Term (including any extensions), regardless of cause, ordinary wear and tear excepted ("Loss").

(b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of the occurrence of any Loss.

(c) You will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance"). YOU MUST CALL US AT 1-800-732-7222 AND PROVIDE US WITH EVIDENCE OF INSURANCE.

L9.2 ValueMAX Program.

(a) If you do not provide evidence of insurance and have not enrolled in our own program (ValueMAX), we may include the Equipment in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice.

(b) We will provide written notification reminding you of your insurance obligations described above in Section L9.1(c).

(c) If you do not respond with evidence of insurance within the time frame specified in the notification we may immediately include the Equipment in the ValueMAX program.

(d) If the Equipment is included in the ValueMAX program and any damage or destruction to the Equipment occurs (other than from your gross negligence or willful misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment.

(e) If we are required to repair or replace the Equipment under the ValueMAX program and we fail to do so within 20 days of receiving your written notice of loss or damage, you may terminate this Lease.

(f) We are not liable to you if we terminate the ValueMAX program. By providing the ValueMAX program we are not offering or selling you insurance; accordingly, regulatory agencies have not reviewed this Lease, this program or its associated fees, nor are they overseeing our financial condition.

L10. NON-APPROPRIATION

L10.1 You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

L11. EARLY TERMINATION

L11.1 You further warrant that you intend to enter into this Lease for the entire Stated Term and you acknowledge that we have relied upon such represented intention when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Stated Term (other than for non-appropriations), you shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year. The foregoing paragraph shall supercede Section G5.2(b) of the Pitney Bowes Terms.

L12. MISCELLANEOUS

L12.1 If more than one lessee is named in this Lease, liability is joint and several.

L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD.

L12.3 We may sell, assign, or transfer all or any part of this Lease or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.

PBGFS SLG FMV Lease Agreement (Version 2/13)
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CUSTOMER CHECKLIST
Welcome To Pitney Bowes

THANK YOU for your business. Below are answers to some commonly asked questions about your lease. Also, you will receive a Welcome Letter containing additional lease and account information. We value you as a customer and look forward to continuing to serve your needs.

Important Information Regarding Your Lease and Account

- ***How are taxes billed?*** State-required sales tax will be added to your lease invoice. If you are tax exempt please advise your sales representative. Property tax will be billed separately by Pitney Bowes on an annual basis.
- ***How often will I be invoiced?*** You will be invoiced quarterly. If you are a new leasing customer, you may see a charge for "Interim Rent" on your first invoice. This is for usage of your equipment from the date of installation until your lease officially commences. After the Interim Rent period you will receive your standard lease invoice showing your quarterly lease payment.
- ***How does ValueMax® work?*** As a reminder, if you do not provide Proof of Insurance within 30 days you will be automatically enrolled in the Pitney Bowes ValueMax® product protection program. You will see a charge on your quarterly lease invoice for this service as described in your lease agreement.
- ***How does Purchase Power® work?*** Remember, if you have not prepaid for postage then the Purchase Power® credit line attached to your postage meter account will be used and you will be billed as per your lease agreement.
- ***How does delivery and installation work?*** Your sales representative will provide an estimated delivery timeframe. Also, many Pitney Bowes products are self-installable; your sales representative will inform you if your equipment can be installed upon delivery or if a Pitney Bowes Service Technician is required.
- ***Online Account Access.*** You can access your account online to view and pay bills, place a service call, and take advantage of other online features.
  Visit us at **www.pb.com/myaccount**.
- ***Global Financial Solutions.*** Pitney Bowes Global Financial Solutions (PBGFS) is a wholly owned subsidiary of Pitney Bowes Inc. who provides financing for Pitney Bowes' products.
- ***How do Service Level Agreement customers obtain service?*** If you need service from one of our one thousand A+ Certified Service Professionals who are equipped with real time wireless technology, please call 800-522-0020.

Zimbra **nellie.flores@ucp.co.hidalgo.tx.us**

RE: Pitney Bowes Postage Meter Lease Agreement

From : Mark Jacobsen <mark.jacobsen@pb.com> Wed, Nov 20, 2013 03:48 PM
Subject : RE: Pitney Bowes Postage Meter Lease Agreement 6 attachments
To : Nellie N. Flores <nellie.flores@ucp.co.hidalgo.tx.us>

Hi Nellie,

No problem! As it stands now, the lease will commence with your billing cycle, which is 1/30/2014. Even if you send the lease agreement in ahead of time, we will still freshen up the machine for you 7-10 business days from when you send it in.

Best Regards,
Mark

Mark Jacobsen, Strategic & Government Account Manager
Pitney Bowes, U.S. Mailing Solutions, Inside Sales East
27 Waterview Drive | Shelton, CT 06484 USA | MSC 27.3B
O: 800.203.2581 x6617 | F: 203.617.3081 | www.pitneymeter.com
mark.jacobsen@pb.com

DID YOU KNOW THAT PITNEY BOWES IS MORE THAN POSTAGE METERS AND MAILING MACHINES?

INSERTERS **ADDRESS PRINTERS** **FOLDERS** **SOFTWARE** **BINDING**

Every connection is a new opportunity™

Pitney Bowes

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From: Nellie N. Flores [mailto:nellie.flores@ucp.co.hidalgo.tx.us]
Sent: Wednesday, November 20, 2013 4:23 PM
To: Mark Jacobsen
Subject: Re: Pitney Bowes Postage Meter Lease Agreement

Thank you Mark and Yes I do need additional information. I am required to get the lease

agreement approved through our court before I send it to you. When will this new lease start?

Nellie Flores
Accountant IV
Hidalgo County - Urban County Program
3304 W. Alberta Road
Edinburg, Tx 78539
Email: nellie.flores@co.hidalgo.tx.us
Telephone: (956) 292-7000 ext. 2252

From: "Mark Jacobsen" <mark.jacobsen@pb.com>
To: "Nellie N. Flores" <nellie.flores@ucp.co.hidalgo.tx.us>
Sent: Wednesday, November 20, 2013 2:54:40 PM
Subject: RE: Pitney Bowes Postage Meter Lease Agreement

Hi Nellie,

Here is the updated paperwork, with the correct address, using the Buyboard contract. Please let me know if you need anything additional, or have any other questions.

Have a great day!

Best Regards,
Mark

Mark Jacobsen, Strategic & Government Account Manager
Pitney Bowes, U.S. Mailing Solutions, Inside Sales East
27 Waterview Drive | Shelton, CT 06484 USA | MSC 27.3B
O: 800.203.2581 x6617 | F: 203.617.3081 | www.pitneymeter.com
mark.jacobsen@pb.com

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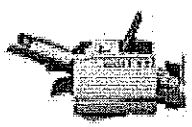

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Zimbra **nellie.flores@ucp.co.hidalgo.tx.us**

RE: Pitney Bowes Postage Meter Lease Agreement

From : Mark Jacobsen <mark.jacobsen@pb.com> Wed, Nov 20, 2013 02:36 PM
Subject : RE: Pitney Bowes Postage Meter Lease Agreement 6 attachments
To : Nellie N. Flores <nellie.flores@ucp.co.hidalgo.tx.us>

Hi Nellie,

No problem! I will get the address updated, and resend.

I apologize, I was not aware that you were on the buyboard program. The list I have did not have your entity name on it. I will update the paperwork to the buyboard contract, and resend as well.

Best Regards,
Mark

Mark Jacobsen, Strategic & Government Account Manager
Pitney Bowes, U.S. Mailing Solutions, Inside Sales East
27 Waterview Drive | Shelton, CT 06484 USA | MSC 27.3B
O: 800.203.2581 x6617 | F: 203.617.3081 | www.pitneymeter.com
mark.jacobsen@pb.com

DID YOU KNOW THAT PITNEY BOWES IS MORE THAN POSTAGE METERS AND MAILING MACHINES?

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From: Nellie N. Flores [mailto:nellie.flores@ucp.co.hidalgo.tx.us]
Sent: Wednesday, November 20, 2013 2:22 PM
To: Mark Jacobsen
Subject: Re: Pitney Bowes Postage Meter Lease Agreement

Hi Mark,

I have reviewed the lease agreement and I noticed the installation address on the form is wrong. It needs to read the same as the billing address. We are no longer at 1916 Tesoro Blvd Pharr, Tx. Please make change and re-send it.

Furthermore, I was trying to verify the price via the October 2013 BuyBoard Catalog under State contract #407-12 and I am unable to come up with the $249.00 Quarterly you have listed on the lease agreement. I would like to ensure that all state discounts are applied. Please advise.

Nellie Flores
Accountant IV
Hidalgo County - Urban County Program
3304 W. Alberta Road
Edinburg, Tx 78539
Email: nellie.flores@co.hidalgo.tx.us
Telephone: (956) 292-7000 ext. 2252

From: "Mark Jacobsen" <mark.jacobsen@pb.com>
To: "nellie flores" <nellie.flores@co.hidalgo.tx.us>
Sent: Wednesday, November 20, 2013 9:36:21 AM
Subject: Pitney Bowes Postage Meter Lease Agreement

November 20, 2013

Nellie Flores
County of Hidalgo Urban County Program
Customer Account Number: 15338960881

Dear Nellie:

Thank you for taking the time to speak with me today. It was a pleasure discussing your account and your interest in Pitney Bowes lease options available to you.

As a follow up to our conversation, attached is the lease documentation you requested. In order to process your lease request without delay, please make sure you do the following:

1. Sign and date the signature page on the attached document to confirm your acceptance of the lease agreement.
2. Please complete the document by writing in your Tax ID#.
3. Please include a copy of your current tax exemption certificate, if applicable.
4. Initial any changes you make to the name, title, address and contact information.

Please note that by following the process above your order will be processed without a delay.

Once complete, please fax the lease agreement back to me at 1-203-617-3081 or scan and email to mark.jacobsen@pb.com. If you have any questions, feel free to give me a call at 800-203-2581 x6617.

Best Regards,

Zimbra **nellie.flores@ucp.co.hidalgo.tx.us**

Pitney Bowes Postage Meter Lease Agreement

From : Mark Jacobsen <mark.jacobsen@pb.com> Wed, Nov 20, 2013 09:36 AM
Subject : Pitney Bowes Postage Meter Lease Agreement 4 attachments
To : nellie flores <nellie.flores@co.hidalgo.tx.us>

November 20, 2013

Nellie Flores
County of Hidalgo Urban County Program
Customer Account Number: 15338960881

Dear Nellie:

Thank you for taking the time to speak with me today. It was a pleasure discussing your account and your interest in Pitney Bowes lease options available to you.

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1. Sign and date the signature page on the attached document to confirm your acceptance of the lease agreement.
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4. Initial any changes you make to the name, title, address and contact information.

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Best Regards,
Mark

Mark Jacobsen, Strategic & Government Account Manager
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Pitney Bowes

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Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

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Vendor Name:	Pitney Bowes
Address:	1 Elmcroft Rd. Stamford, CT 06926
Phone Number:	(512) 619-8220
Email:	boyd.hering@pb.com
Website:	http://www.pb.com
Federal ID:	06-0495050
Contact:	Boyd Hering
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Office Supplies & Equipment
Contract#:	407-12
Effective Date:	11/01/2012
Expiration Date:	10/31/2015
Payment Terms:	Net 30 days
Delivery Days:	10
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Shipping Point
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Contract Exceptions:	See deviations
Extended Exceptions:	Pitney Bowes's Extended Exceptions
Quote Reference Number:	407-12
Return Policy:	Supplies can be returned for credit, equipment may not be returned unless defective.
Additional Dealers:	See Extended Exceptions.
Regulatory Notice:	**Click to view Bonding Regulatory Notice**

Contact us 800-695-2919

Zimbra **monica.badillo@co.hidalgo.tx.us**

FW: Postage Meter Service Agreement

From : Letty Chavez <letty.chavez@auditor.co.hidalgo.tx.us> Mon, Dec 09, 2013 02:19 PM
Subject : FW: Postage Meter Service Agreement
To : 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>
Cc : 'Diana R. Serna' <diana.serna@ucp.co.hidalgo.tx.us>

Monica,

Please attach legal's e-mail below to agenda item 41946. Thank you!

Letty Chavez
Compliance Audit Supervisor
Hidalgo County Auditor's Office
(956) 318-2511 ext. 4651

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From: Diana Serna [mailto:diana.serna@co.hidalgo.tx.us]
Sent: Monday, December 09, 2013 1:46 PM
To: Letty Chavez
Cc: Nellie N. Flores; victor garza
Subject: Re: Postage Meter Service Agreement

Letty,

Please note legal's review of our lease agreement with Pitney Bowes. Thanks.

From: "Victor M. Garza" <victor.garza@da.co.hidalgo.tx.us>
To: "Nellie N. Flores" <nellie.flores@co.hidalgo.tx.us>
Cc: "Diana Serna" <diana.serna@ucp.co.hidalgo.tx.us>
Sent: Monday, December 9, 2013 1:44:08 PM
Subject: RE: Postage Meter Service Agreement

Ms. Flores,

Thank you for your request. Our office has reviewed the Pitney Bowes postage meter service agreement, and approve the agreement as to form.

Please let me know if there is anything else our office may assist you with.

Respectfully,

Victor M. Garza
Assistant District Attorney
County Affairs Section
Office of the District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

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****

From: Nellie N. Flores [mailto:nellie.flores@co.hidalgo.tx.us]
Sent: Monday, December 09, 2013 11:11 AM
To: victor.garza@da.co.hidalgo.tx.us
Cc: Diana Serna
Subject: Postage Meter Service Agreement

Mr Garza,

As per our conversation, please see the attached service agreement for the postage meter that needs review.

Thanks,

Nellie Flores
Accountant IV
Hidalgo County - Urban County Program
3304 W. Alberta Road
Edinburg, Tx 78539
Email: nellie.flores@co.hidalgo.tx.us
Telephone: (956) 292-7000 ext. 2252

AI-41956 **Urban County 13. C.**

CC REGULAR

Meeting Date: 12/10/2013

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

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting the award of bids and approval of contracts under the Owner-Occupied Rehabilitation Program for the following:
1. (1) Unit in the City of Granjeno for demolition and reconstruction in the amount of $55,890.00 to Argo Construction,LLC
2. (1) Unit in the City of Granjeno for rehabilitation in the amount of $16,500.00 to A-One Insulation.

BACKGROUND

The applicants were approved to receive assistance under the Owner-Occupied Housing Rehabilitation Program by the County Commissioners' Court on May 14, 2013 and September 3, 2013. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, October 30, 2013.

FY' 07 & 2012 CDBG Prog.
Funds Available: $305,654.74

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By Steve Crain
Date: June 19, 2013

Attachments

agenda backup
Agenda Backup
1
2
contract
contract
ins

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/22/2013 04:28 PM
Purchasing Department	Monica Badillo	12/06/2013 04:57 PM

Form Started By: Mary Flores Started On: 11/22/2013 03:47 PM

Final Approval Date: 12/06/2013

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

Bid Opening Date: October 30, 2013 Bid Opening Time: 9:30 am

Description of Bid: Rehabilitation of one (1) Unit in the City of Granjeno, the Demolition and Reconstruction of One (1) Unit in the City of Granjeno, and one (1) Unit in the City of Mercedes.

Grant #: M-12-UC-48-0501-ET-03

ARGO CONSTRUCTION, LLC

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	P. ROBLEDO	$55,890.00	CC INCLUDED
2	M. RENDON	NO BID	N/A
3	G. FONSECA	$57,490.00	CC INCLUDED

A ONE

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	P. ROBLEDO	$56,350.00	BB INCLUDED
2	M. RENDON	16,500.00	BB INCLUDED
3	G. FONSECA	$56,350.00	BB INCLUDED

3 GENERAL CONSTRUCTION

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	P. ROBLEDO	$65,042.00	CC INCLUDED
2	M. RENDON	$40,080.00	CC INCLUDED
3	G. FONSECA	$58,442.11	CC INCLUDED

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED**

ACORD INSURANCE BINDER

DATE 11/07/2013

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PRODUCER
PHONE (A/C, No, Ext): 956-487-5555
FAX (A/C, No): 956-487-2451

Garza Insurance Agency
414 E Main Street
Rio Grande City, TX 78582

CODE: SUB CODE:
AGENCY CUSTOMER ID:

INSURED
ARGO CONSTRUCTION
ARNOLDO GONZALEZ
814 CIMARRON DR.
MISSION, TX 78572

COMPANY: ESSEX INSURANCE COMPANY
BINDER #:

EFFECTIVE DATE: 11/07/2013 TIME: ☐ AM ☐ PM
EXPIRATION DATE: 11/07/2014 TIME: ☐ 12:01 AM ☐ NOON

☐ THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:

DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)
814 CIMARRON DR.
MISSION, TX 78572

COVERAGES

TYPE OF INSURANCE	COVERAGE/FORMS	LIMITS		
		DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS ☐ BASIC ☐ BROAD ☐ SPEC				
GENERAL LIABILITY ✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ✓ OCCUR	ESSEX INSURANCE COMPANY	EACH OCCURRENCE		$ 300,000
		DAMAGE TO RENTED PREMISES		$ 100,000
		MED EXP (Any one person)		$ 5,000
		PERSONAL & ADV INJURY		$ 500,000
		GENERAL AGGREGATE		$ 500,000
	RETRO DATE FOR CLAIMS MADE:	PRODUCTS - COMP/OP AGG		$ 500,000
AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS		COMBINED SINGLE LIMIT		$
		BODILY INJURY (Per person)		$
		BODILY INJURY (Per accident)		$
		PROPERTY DAMAGE		$
		MEDICAL PAYMENTS		$
		PERSONAL INJURY PROT		$
		UNINSURED MOTORIST		$
				$
AUTO PHYSICAL DAMAGE DEDUCTIBLE ☐ COLLISION: ☐ OTHER THAN COL:	☐ ALL VEHICLES ☐ SCHEDULED VEHICLES	☐ ACTUAL CASH VALUE ☐ STATED AMOUNT ☐ OTHER		$
GARAGE LIABILITY ☐ ANY AUTO		AUTO ONLY - EA ACCIDENT		$
		OTHER THAN AUTO ONLY: EACH ACCIDENT		$
		AGGREGATE		$
EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM		EACH OCCURRENCE		$
		AGGREGATE		$
	RETRO DATE FOR CLAIMS MADE:	SELF-INSURED RETENTION		$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		☐ WC STATUTORY LIMITS		
		E.L. EACH ACCIDENT		$
		E.L. DISEASE - EA EMPLOYEE		$
		E.L. DISEASE - POLICY LIMIT		$
SPECIAL CONDITIONS/ OTHER COVERAGES		FEES		$
		TAXES		$
		ESTIMATED TOTAL PREMIUM		$

NAME & ADDRESS

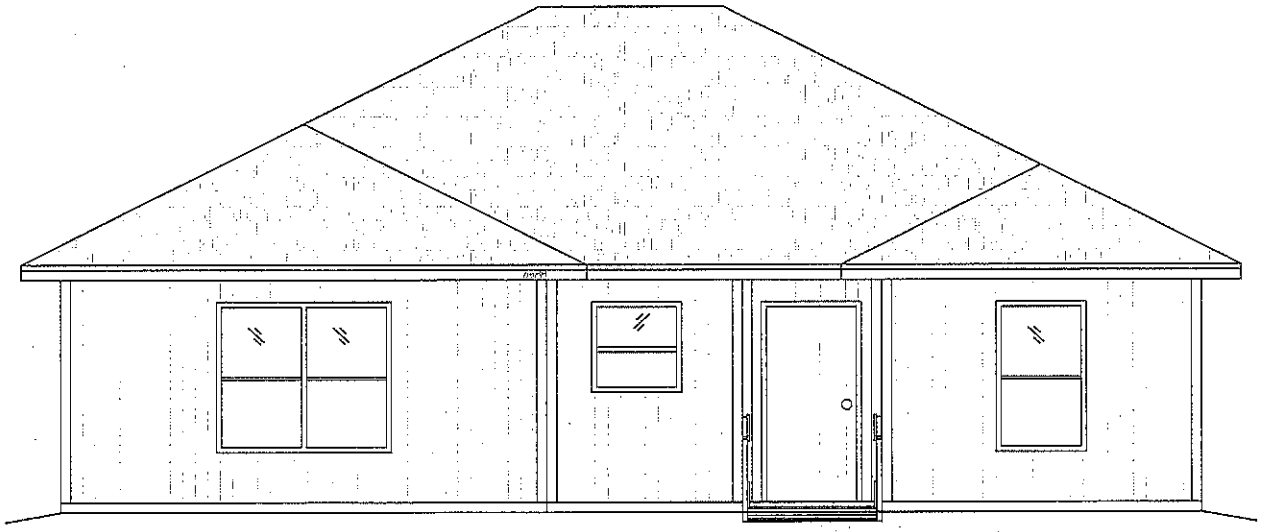
☐ MORTGAGEE ☐ ADDITIONAL INSURED
☐ LOSS PAYEE

LOAN #

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1993

ROBLEDO RESIDENCE



PEDRO ROBLEDO
6588 S. FM 494 RD. GRANJENO
(956) 585-2634

URBAN COUNTY PROGRAM
1916 TESORO BLVD. - Pharr, TX
(956) 787-8127

URBAN COUNTY PROGRAM

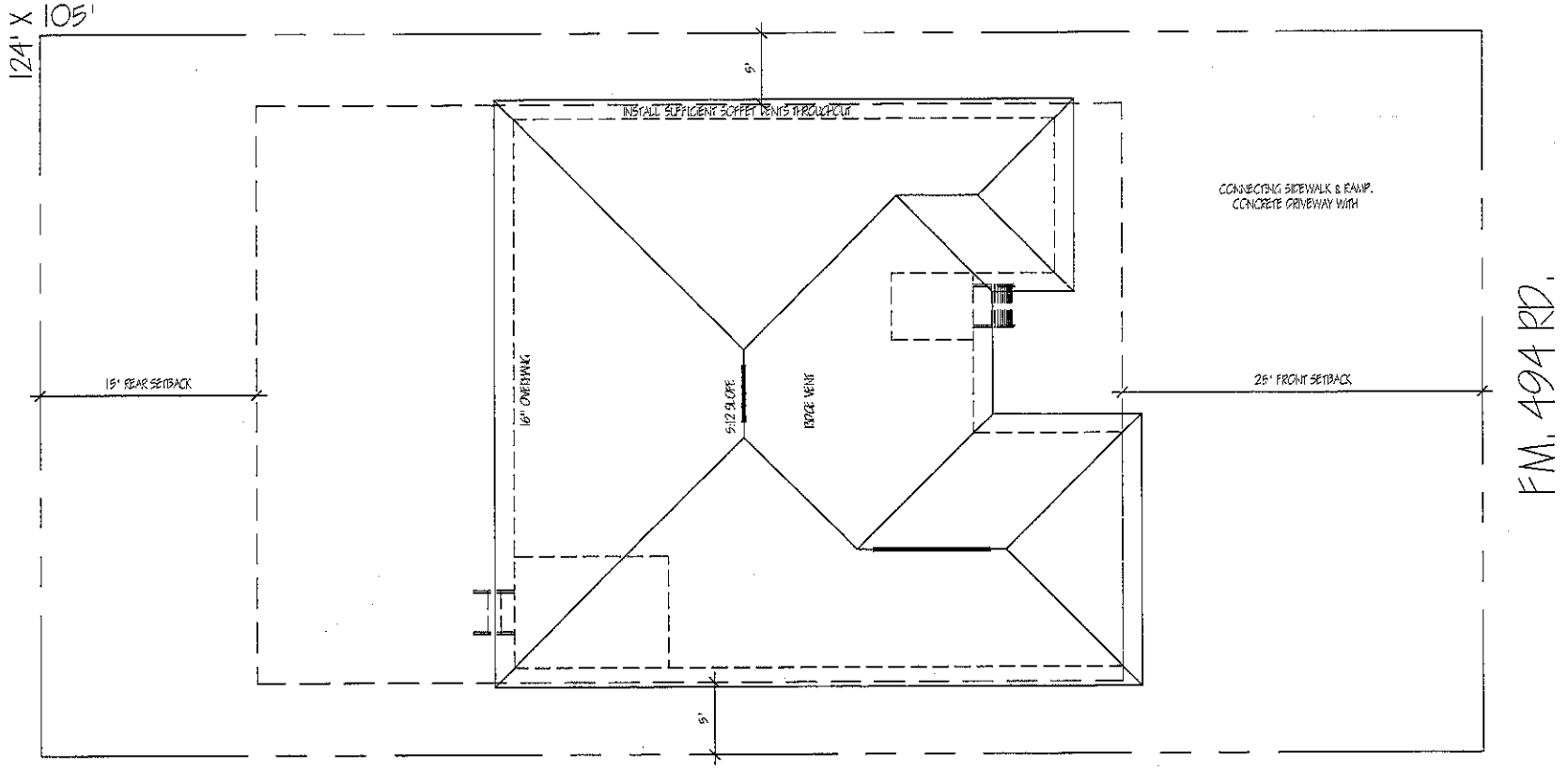
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

PEDRO ROBLEDO
6588 S. FM 494 RD. GRANJENO

LIVING AREA
1396 SQ. FT.

1 OF 7

N. 1/2 OF 60/100 PORCIONES 58, 59 & 60 GRANJO RANCH



NOTE:

Please verify with city/ county on setbacks and for any requirements requarding sidewalk, landscaping and any other obligations as per city regulations/ ordinances. HOWEVER, any house that is made for handicap accessibility WILL ALWAYS, require driveway with connecting sidewalk to ramp.

Remember to provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter.
Install both a ramp, steps and railings as per owners request of location.
In addition, remember to replace septic tank if needed and is more than 10 yrs old.
House to be built on original location.

Driveway to be 12'X 25' minimum, remain distance is to street if any is to be of asphalt, caliche or concrete.

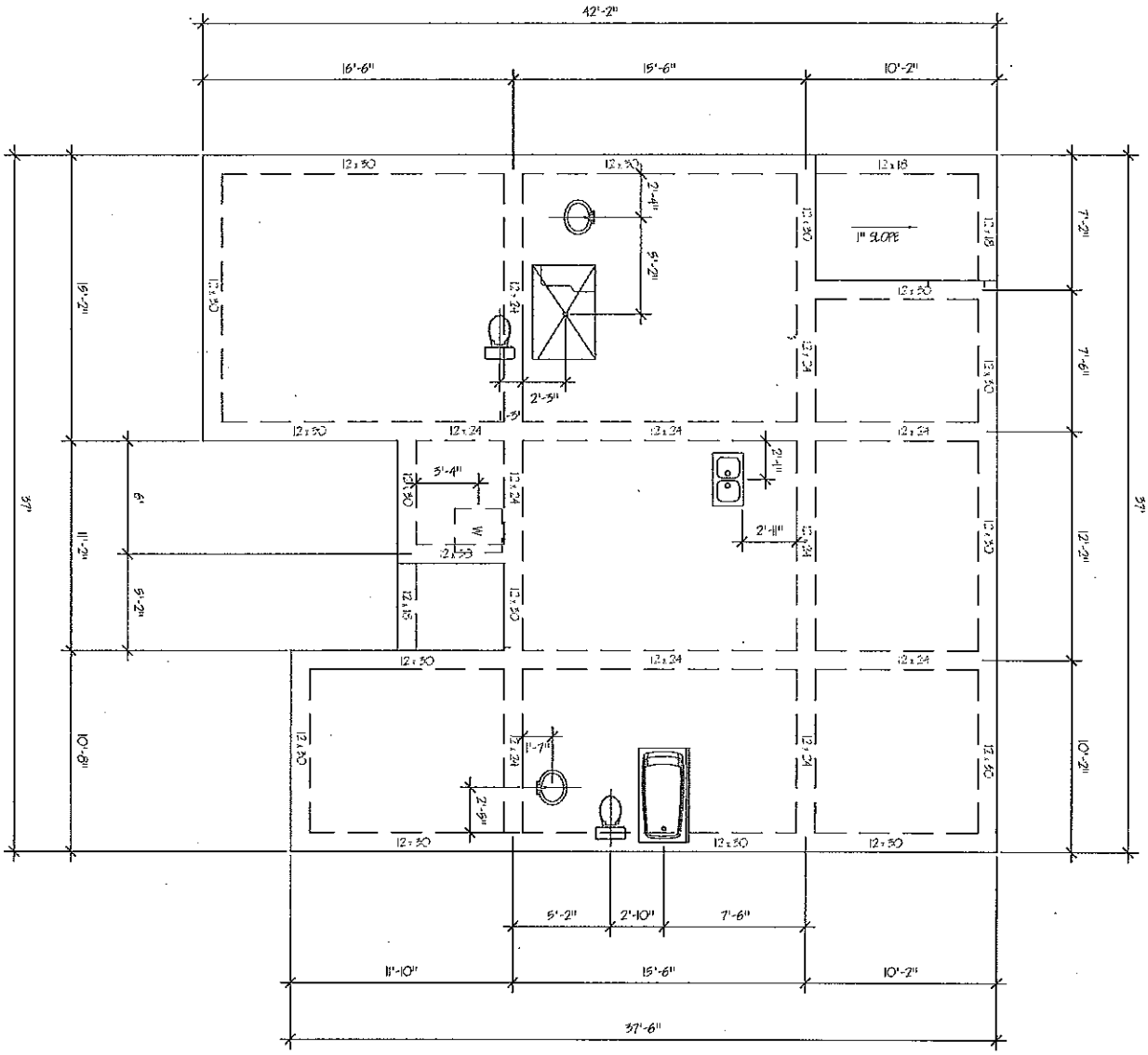
1 ROOF/PLOT PLAN
XREF N.T.S.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

LIVING AREA
1596 SQ. FT.

PEDRO ROBLEDO
6588 S. FM 494 RD. GRANJENO

2 OF 7



1 FOUNDATION PLAN
XREF

GENERAL NOTES

-4" THICK SLAB ON GRADE W/ #3 BARS @ 16" O.C. EACH WAY AT MID-DEPTH OF SLAB OVER 6 MIL VISQUEEN OVER APPROVED COMPACTED FILL

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

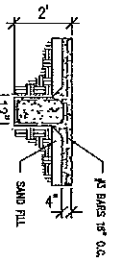
-CORNER BARS: AT ALL CORNERS & INTERSECTIONS 2'X2' - #5 APPLY 6X6 #6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.

-INSTALL ACHOR BOLTS AT PERIMETER AT 4' O.C.

-USE ONLY COMPACTED SELECTED FILL DIRT. FINISH FLOOR TO BE 18", FROM TOP OF CURB. UNLESS OTHERWISE NOTED.

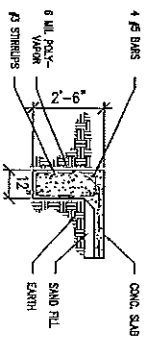
B-INTERIOR BEAM

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL



A-EXTERIOR BEAM

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL



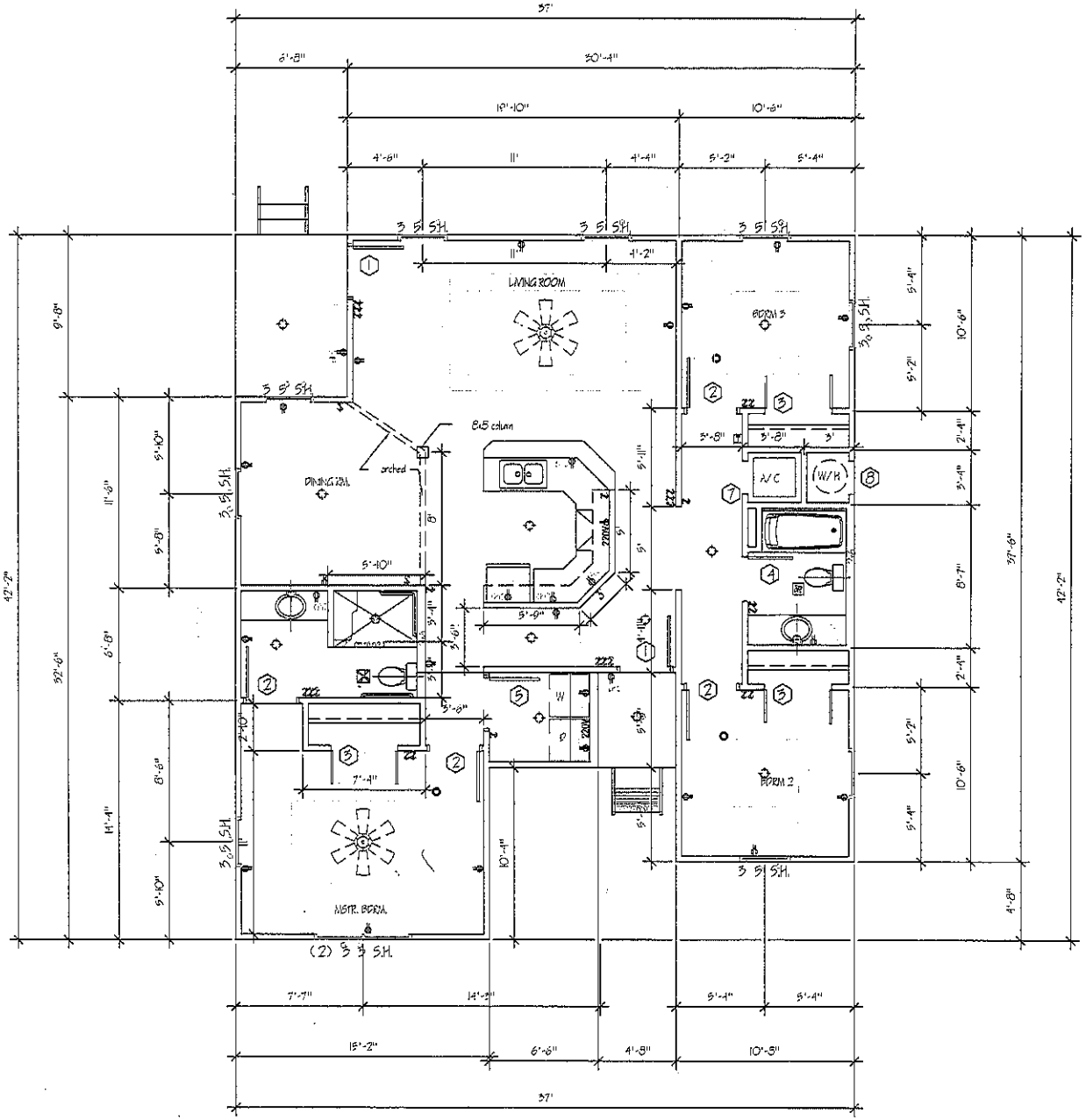
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

3 OF 7

PEDRO ROBLEDO
6588 S. FM 494 RD. CRANJENO

LIVING AREA
1396 SQ. FT.



SQUARE FOOTAGE

LIVING AREA	1290
PORCH/ PATIO	108
TOTAL SQ. FT.	1428

ELECTRICAL LEGEND

WH WATER HEATER	LIGHT FIXTURE
DUPLEX ELECTRICAL RECEPT.	$ LIGHT SWITCH
220V 220V DUPLEX ELECTRICAL RECEPTACLE	T THERMOSTAT
GFI CIRCUIT FAULT CIRCUIT INTERRUPTER	SMOKE DETECTOR

DOOR SCEDULE

DR#	TASK	SZ X 6 8	TYPE	LOCKS
1	INSTALL NEW UNIT W/ DUAL PEEP HOLES	5⁰	METAL W/ LOW PROFILE THRSH.D.	LEVER TYPE ENTRY LOCK W/ DEADBOLT.
2	INSTALL NEW UNIT	3⁰	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	(2) 2⁰	HOLLOW CORE	PASSAGE
4	INSTALL NEW UNIT	2⁶	HOLLOW CORE	PASSAGE
5	INSTALL NEW UNIT	5⁰	HOLLOW CORE	PASSAGE
6	INSTALL NEW UNIT	3⁰	POCKET DOOR	PRIVACY LOCK
7	INSTALL NEW UNIT	2⁰	HOLLOW CORE	PASSAGE
8	INSTALL NEW UNIT	2⁰	METAL DOOR	LOCK WITH DEADBOLT

GENERAL NOTES

-5/12 SLOPE WITH 16" OVERHANG

-SUPPLY RIDGE / SOFFIT VENTS WHERE NEEDED

-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 1" FROM PORCH FLOOR.

-INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 6" FROM PORCH FLOOR.

-INSTALL CONNECTIONS FOR A NATURAL GAS/ PROPANE/ OR ELECTRICAL STOVE w/ ELECTRIC OUTLET

-INSTALL A MIN. OF 2 CABLE CONNECTIONS & 2 PHONE JACKS PER OWNERS RECUEST.

INT. TRIM WHITE 6150 INT. WALL UNIVERSAL KHAKI 6BT

EXT. TRIM CLOUDBURST EXT. WALL RAINDROP 6485

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 2 DAY OF OCT. 2013

Pedro Robledo

1 FLOOR PLAN

XREF N.T.S.

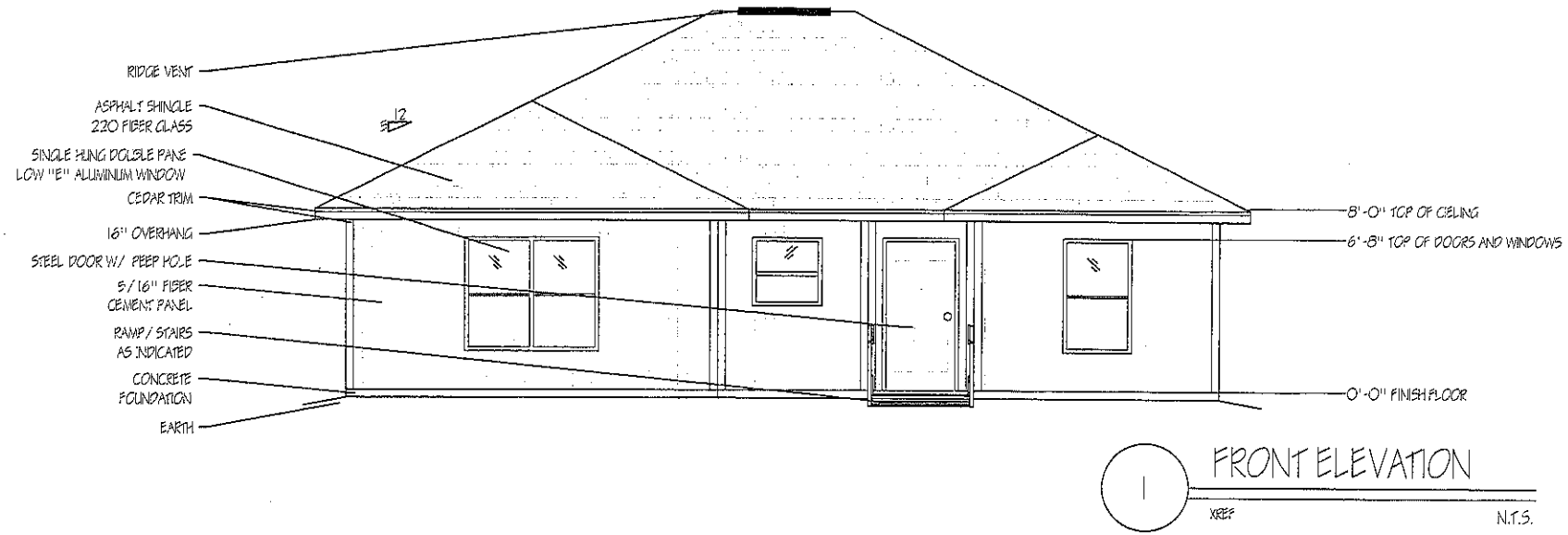
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

PEDRO ROBLEDO
6588 S. FM 494 RD. GRANJENO

LIVING AREA
1396 SQ. FT.

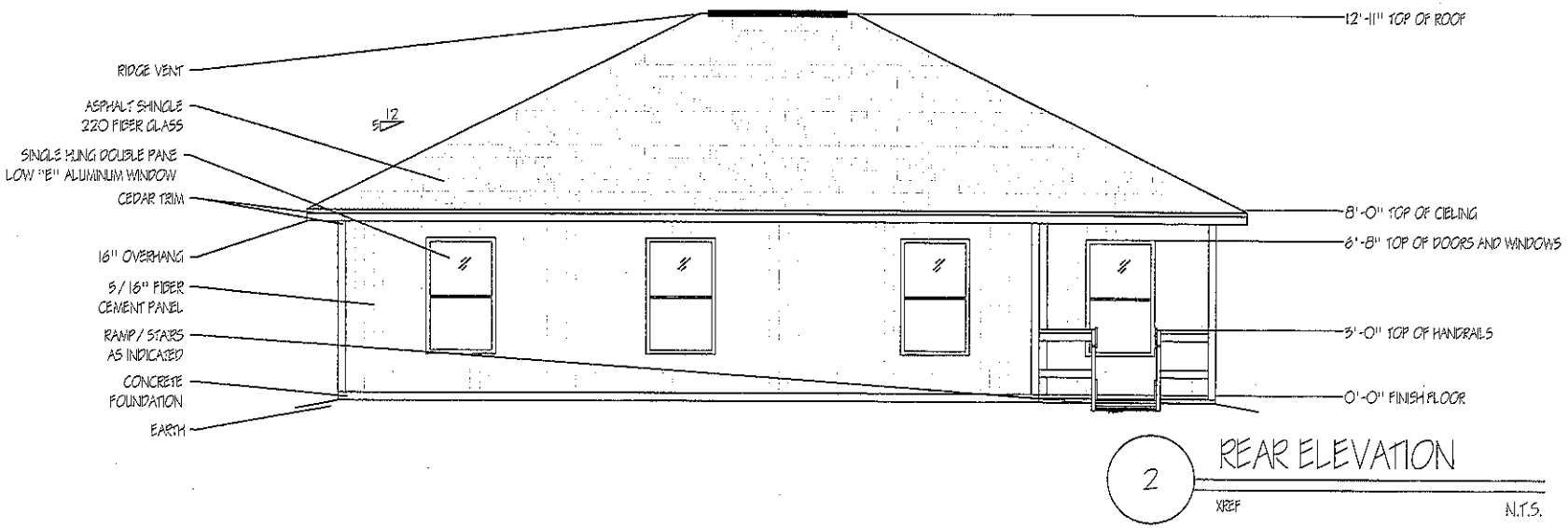
4 OF 6



1 FRONT ELEVATION

XREF

N.T.S.



2 REAR ELEVATION

XREF

N.T.S.

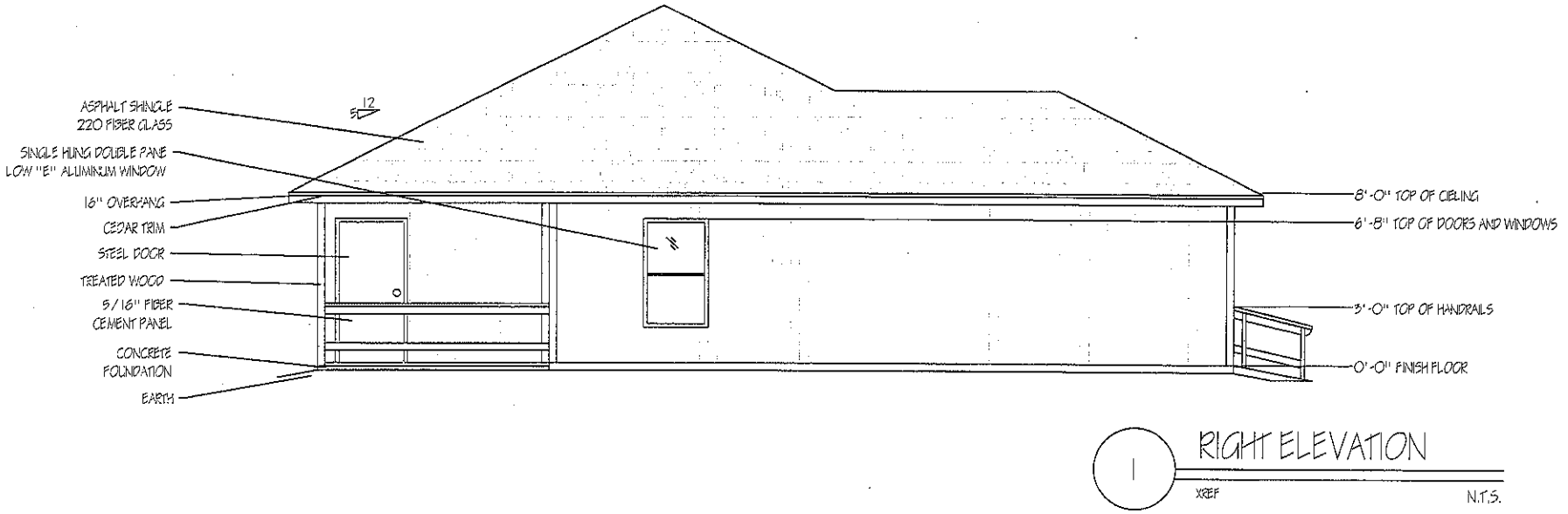
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

LIVING AREA
1396 SQ. FT.

PEDRO ROBLEDO
6588 S. FM 494 RD. GRANJENO

5 OF 7



1 RIGHT ELEVATION

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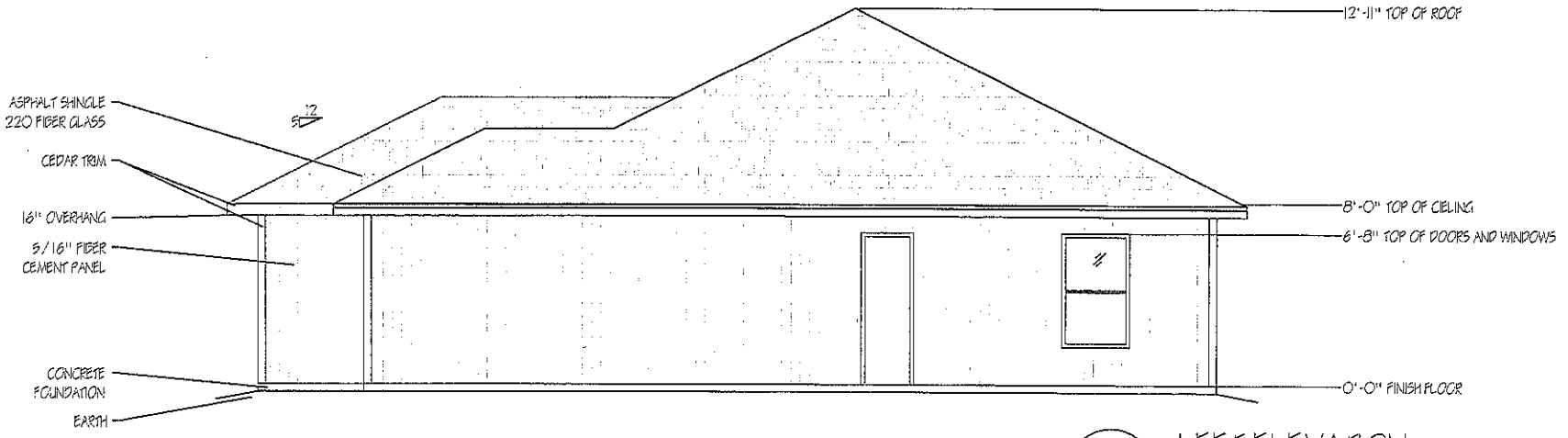


2 LEFT ELEVATION

XREF N.T.S.

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

PEDRO ROBLEDO
6588 S. FM 494 RD. GRANLENO

LIVING AREA
1396 SQ. FT.

6 OF 7

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) Pedro Robledo CASE NO.: G 30-07-02 DATE: 10-2-13 ADDRESS: 6588 S. FM 494 RD Granjeno PHONE: (956) 585-2634 BY: Eric Trevino

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. CW PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. INCLUDE CONCRETE SLAB FOR A/C UNIT.

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS:
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK/ FAUCETS/RELATED PLUMBING.
- CABINET SINK WITH FORMICA COUNTERTOP/ FAUCETS
- SHOWER/TUB WITH RELATED PLUMBING & FIXTURES
- TOILET OF MATCHING COLOR
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH, SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST.(SEE SECTION 23.)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
  - **INSTALL BOOT TIES IN EVERY CORNER** OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1"/2" SPACER.
  - CEILING JOIST @ 24" O.C., **FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.**
  - **(2) 2X12 WHERE NEEDED.**

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CIELINGS.

ALL INTERIOR WALL & CEILING COVERINGS.

- ¼" SHEETROCK FINISHED AS PER SPECS.
- ½ " DAMP RESISTANT SHEETROCK FOR BATH AREAS.

ALL INTERIOR CEILINGS & WALLS TO HAVE ORANGE PEEL TEXTURE.

ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF:(SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
- A HIP/GABLE STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
- SHINGLES TO BE OF LIGHT COLOR **(no black shingles)**

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:

- A FRONT PORCH FLOOR.
- A SIDE/BACK PORCH FLOOR.

PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS IF FINISH GRADE IS MORE THAN 6" ABOVE ORIGINAL GROUND LEVEL OF PROPERTY.

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN **R-49 FACTOR.**
- INFILTRATION FOAM SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH **R-15 F.G. BATT.**
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.

ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) AND SHOULD BE COMPARABLE IN QUALITY TO SHERWIN WILLIAMS PAINT. ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).

8. EXTERIOR FINISH:

*PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT **COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100.** (2 COLOR CHOICE MIN).*

9. SIDING:

THE SIDING SHALL BE 5/16" FIBER CEMENT WITH ALL CEDAR TRIM TO ENTIRE HOUSE.

10. WINDOWS:

SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN.

11. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:

- A RANGE CABINET.
- A KTCHEN FORMICA COUNTER TOP OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET FOR EACH BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK,TOILET AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.
SECOND FLOOR TO BE BUILT WITH 2 X 12 FLOOR JOISTS @ 16" O.C.

13. ELECTRICAL GENERAL

ALL ELECRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) **COMPARABLE IN QUALITY** TO THE "HUNTER" BRAND, THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR, LOCATON AS PER OWNER REQUEST. INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
- EACH ELECTRICAL PANEL OR BREAKER BOX, LIGT SWITCH, OR THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR.
- EACH ELECTRIACL OUTLET TO BE PLACED 15" ABOVE THE FLOOR
- ALL RECEPTICALS PLACED WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

14. RANGE HOOD:

INSTALL A RANGE TO FIT OWNER'S RANGE SIZE (30" OR 36").

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINET AS PER SPECS.
(CURTAIN ROD, TOILET PAPER,TOOTHBRUSH & SOAP HOLDER)

16. HEATING & A/C:

*PROVIDE & INSTALL A **14 SEER CENTRAL** AIR CONDITIONING **COMPARABLE IN QUALITY** TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE.* INSTALL DIGITAL THERMOSTAT. PLANS MUST BE REVIEWED BY A LICENSED A/C TECHNICIAN TO DETERMINE PROPER INSTALLATION OF VENTS, DUCTS, AND REQUIRED 2' X 2' A/C CHASE.

17. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

18. GENERAL NOTES.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR:

- YOUR BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EACH BDRM & LIVING ROOM. KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMTIS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN **SECTION 23 GENERAL NOTES** OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY TRHOUGHOUT CONSTRUCTION PROCESS ***(demo to final inspection)***
- SHOWER ENTRANCES TO BE 36" WIDE
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514

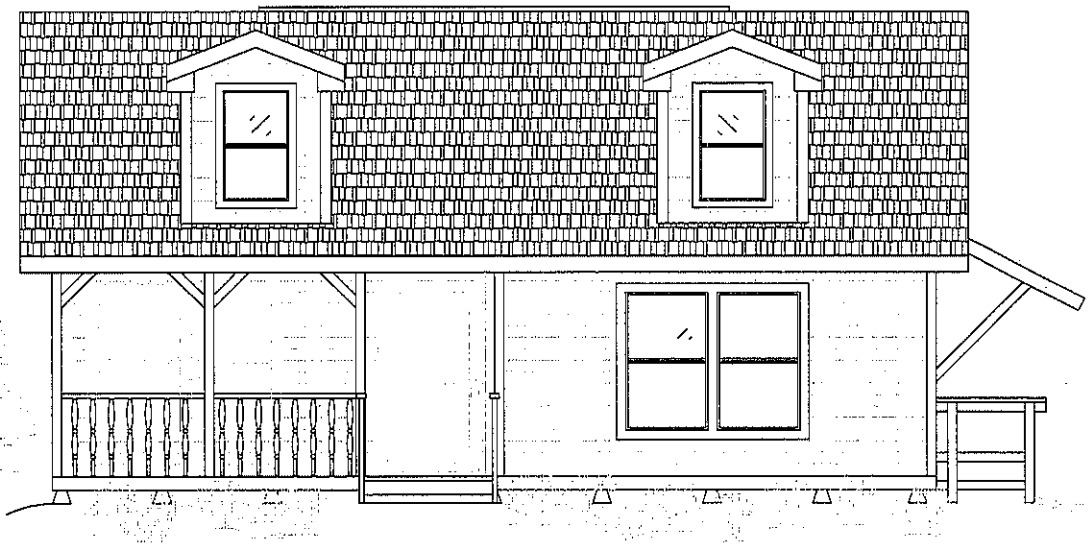
THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

NAME OF APPLICANT

RENDON RESIDENCE



Maria O. Rendon
6627 El Camino Real - Granjeno
(956) 432-8132

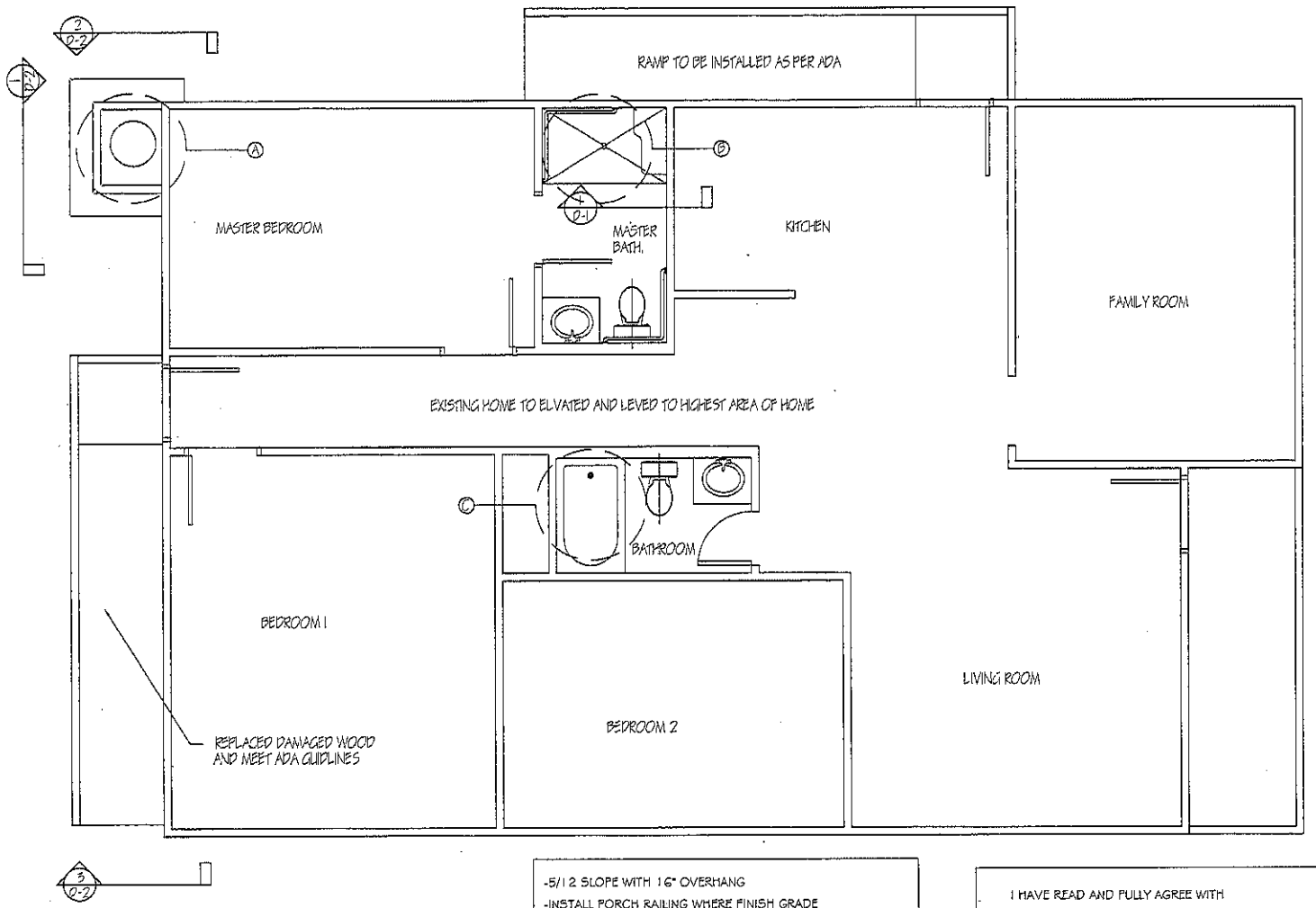
URBAN COUNTY PROGRAM
1916 TESORO BLVD. - Pharr, TX
(956) 787-8127

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

MARIA RENDO
6627 CAMINO REAL - GRANJENO, TX

TOTAL AREA
1050 SQ. FT.

1 OF 8



EXISTING HOME TO ELVATED AND LEVED TO HIGHEST AREA OF HOME

AREAS OF INTREST CIRCLED AND LABELD - SEE SECTION DETAILS FOR SPECIFICATIONS

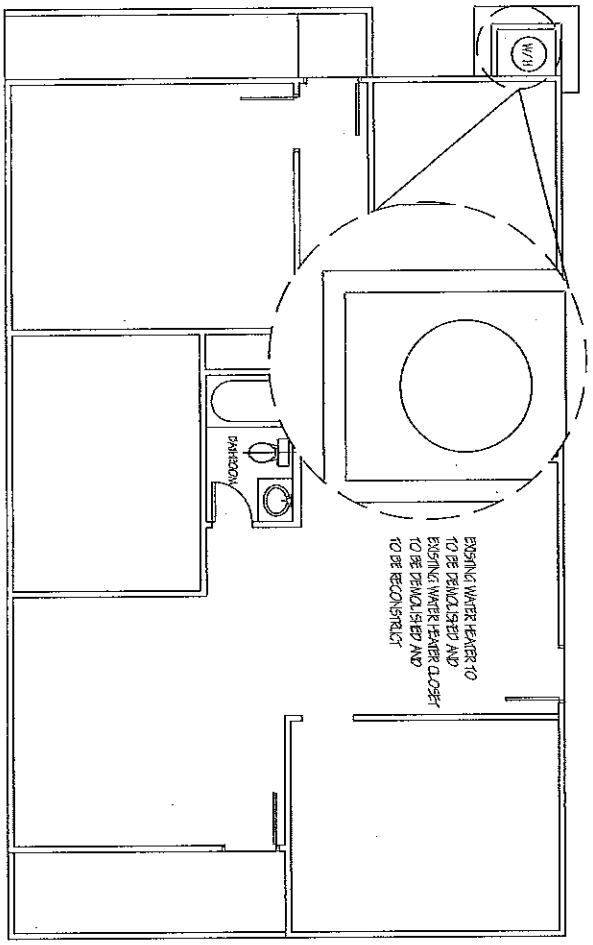
-5/12 SLOPE WITH 16" OVERHANG
-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 1' FROM PORCH FLOOR.
-INTERIOR CHOSEN COLORS ARE AS FOLLOWED:
~~SAND FROST DUNE~~ AND WIMPE
-EXTERIOR CHOSEN COLORS ARE AS FOLLOWED:
SMOKEY GRAY AND WHITE

I HAVE READ AND FULLY AGREE WITH
THE WRITE-UP AND PLANS AS PRESENTED
TO ME THIS 24 DAY OF SEPT. 2013
Maria O. Rendon

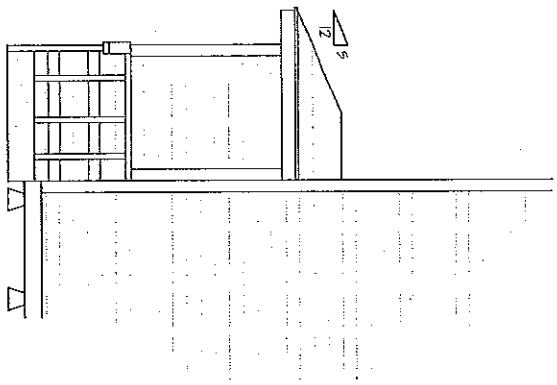
URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA
1050 SQ. FT.

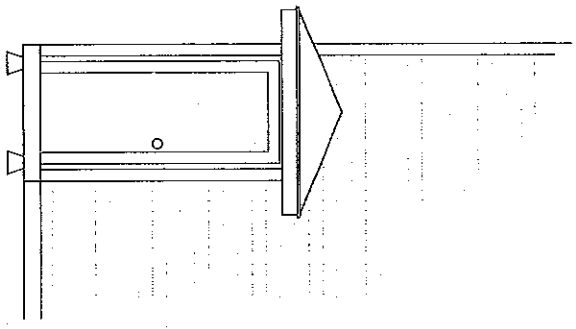
MARIA RENDO
6627 CAMINO REAL - LAREDO, TX



1 LEFT ELEVATION
D-2 SCALE: NTS



2 SHOWER SECTION
D-2 SCALE: NTS



3 SHOWER SECTION
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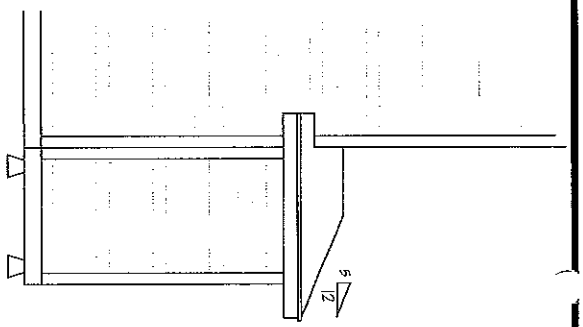


A - SECTION DETAILS

SCALE: NTS

URBAN COUNTY PROGRAM

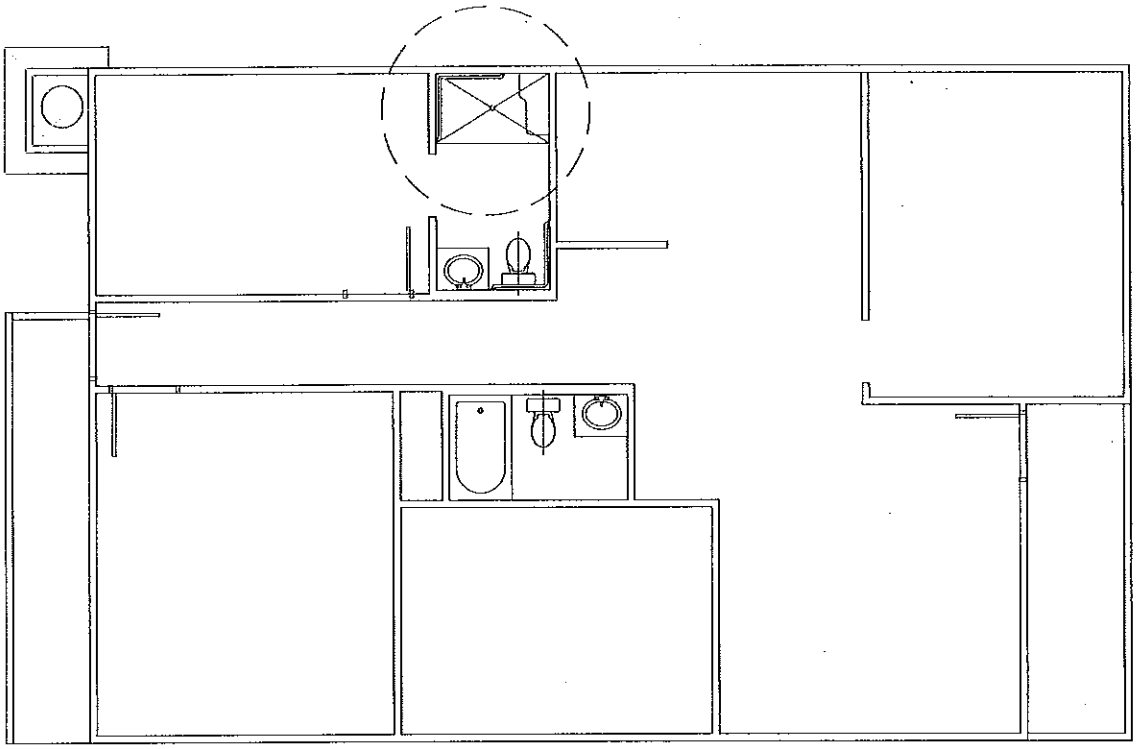
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

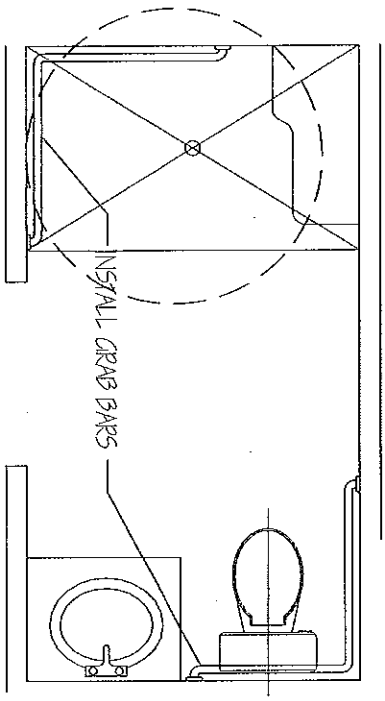
3 OF 8

MARIA RENDO

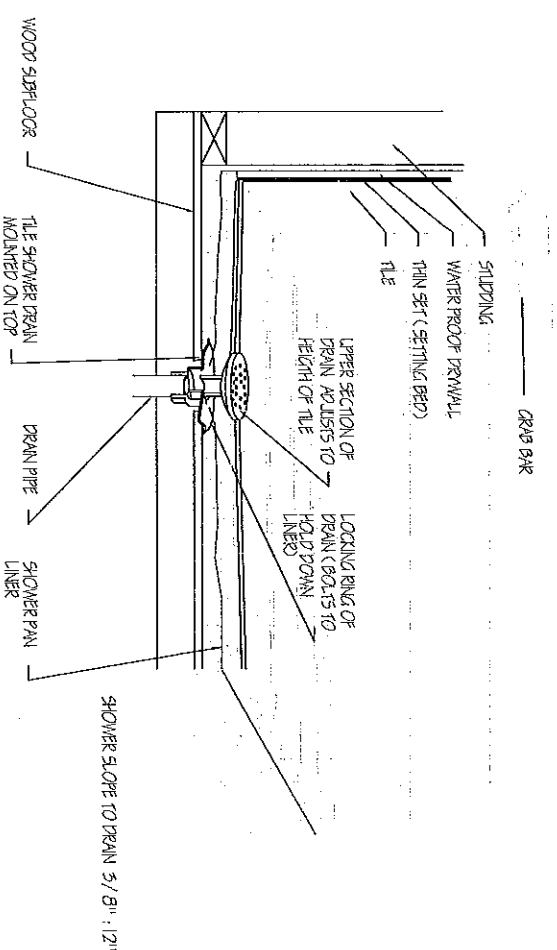
6627 CAMINO REAL - CRANJENO, TX

TOTAL AREA
1620 SQ. FT.





B - SECTION DETAIL
SCALE: NTS



1 SHOWER SECTION
D-1 SCALE: NTS

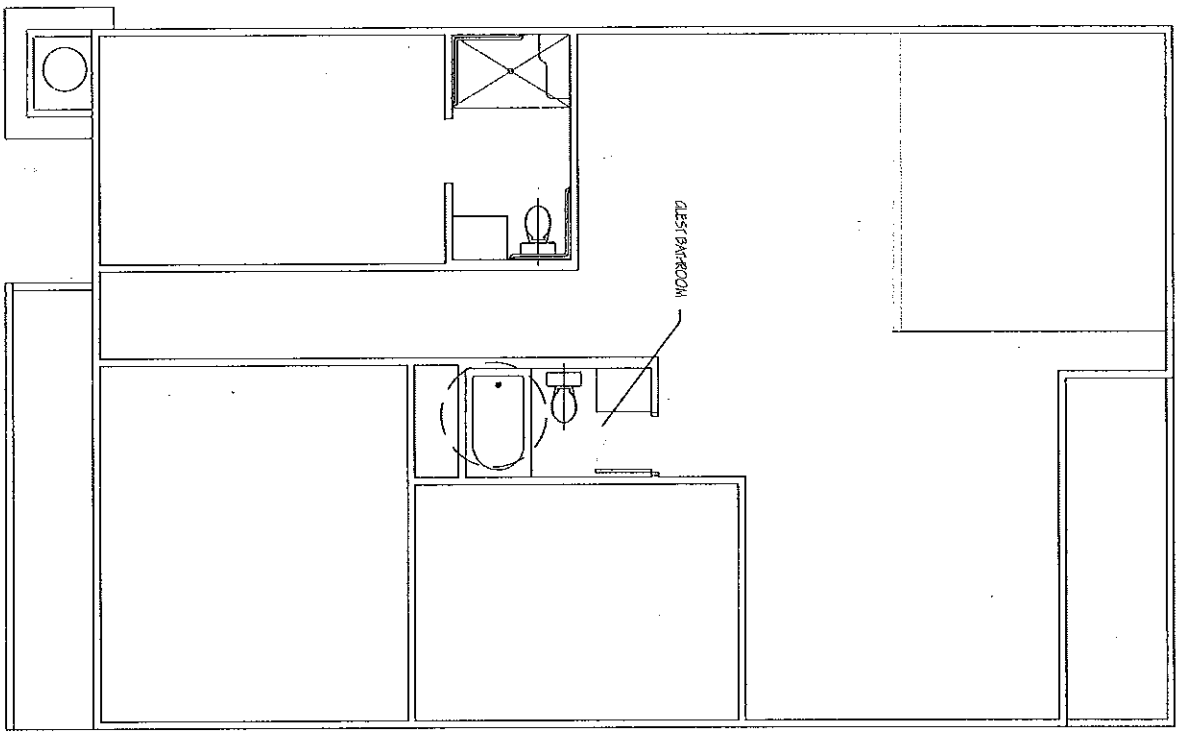
URBAN COUNTY PROGRAM

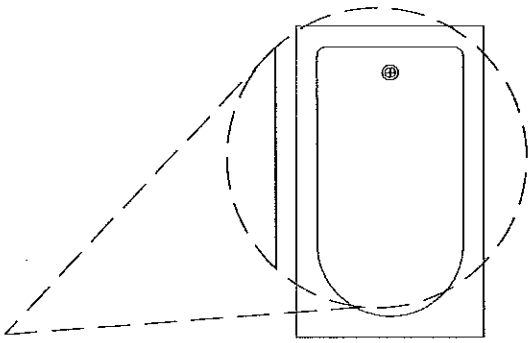
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

4 OF 8

MARIA RENDO
6627 CAMINO REAL - ORANJENO, TX

TOTAL AREA
1620 SQ. FT.





SHOWER PRESSURE IS LOW AND TO BE ADJUSTED SHOULD HAVE A STRONG FLOW OF WATER. WATER PRESSURE TO BE ABOVE 40 PSI AND NOT TO BE GREATER THAN 80 PSI.

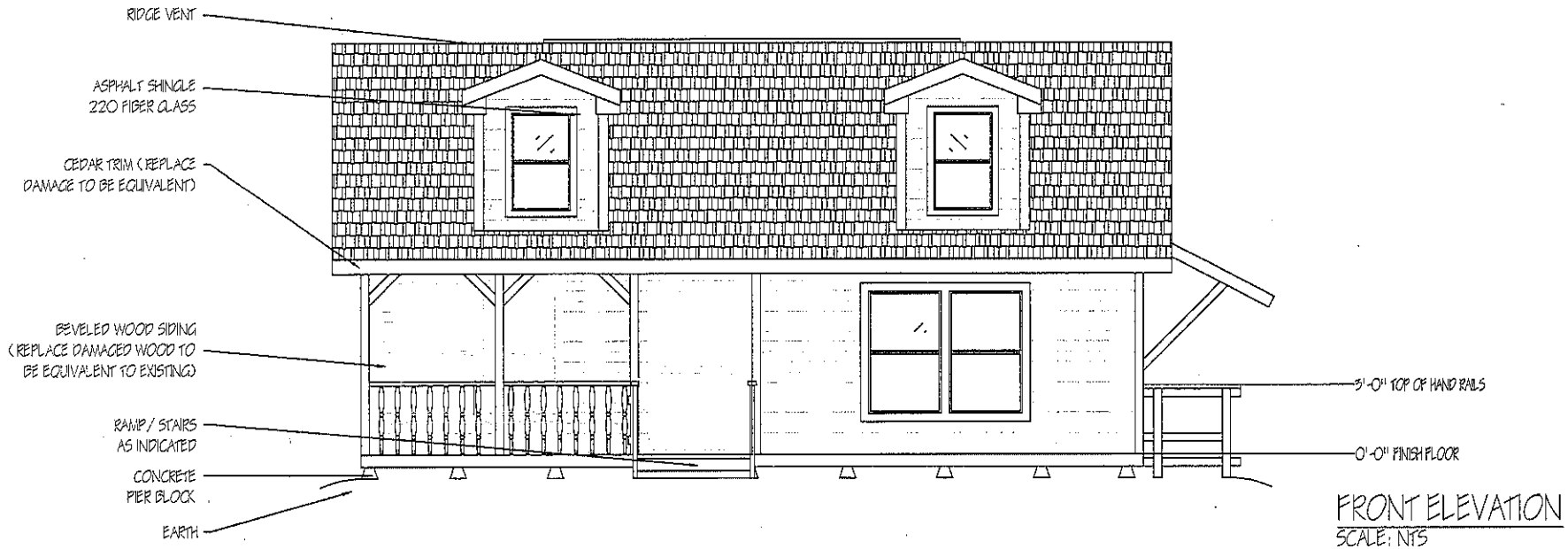
C - SECTION DETAIL
SCALE: NTS

URBAN COUNTY PROGRAM

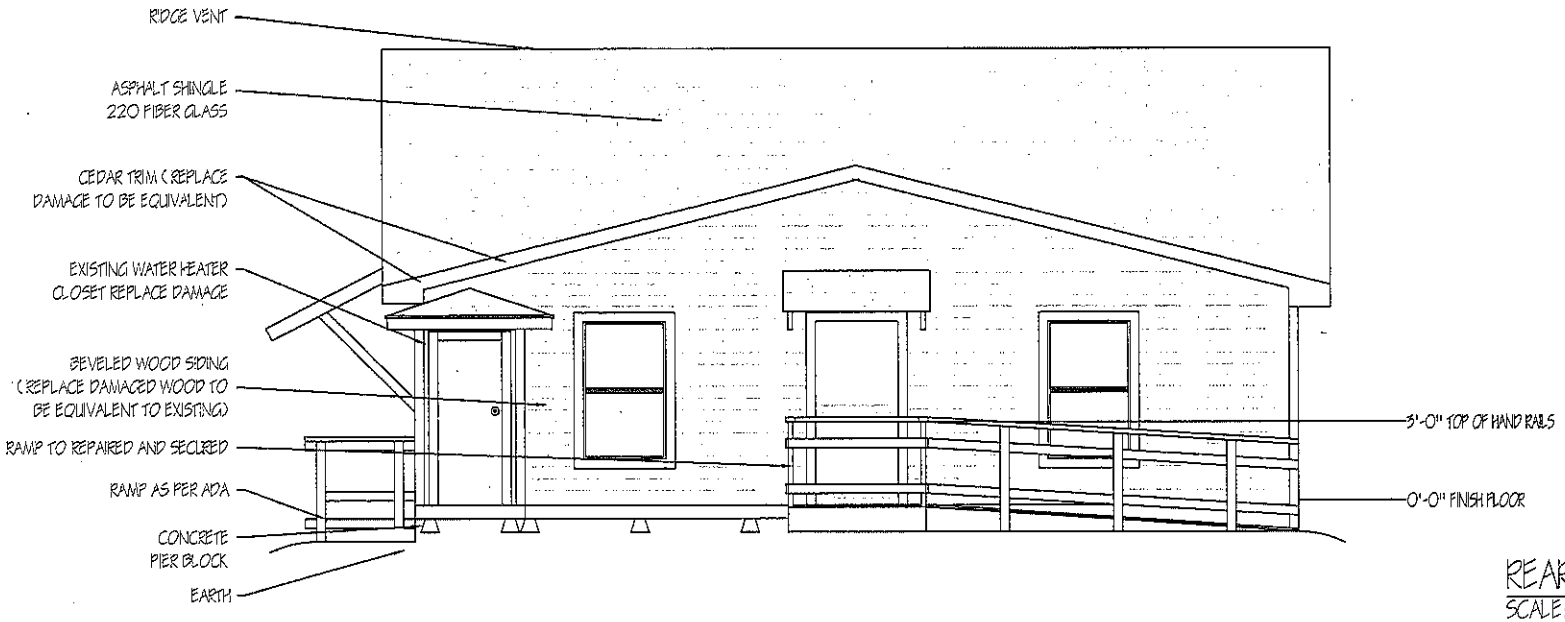
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

MARIA RENDO
6627 CAMINO REAL - GRANJENO, TX

TOTAL AREA
1030 SQ. FT.



FRONT ELEVATION
SCALE: NTS



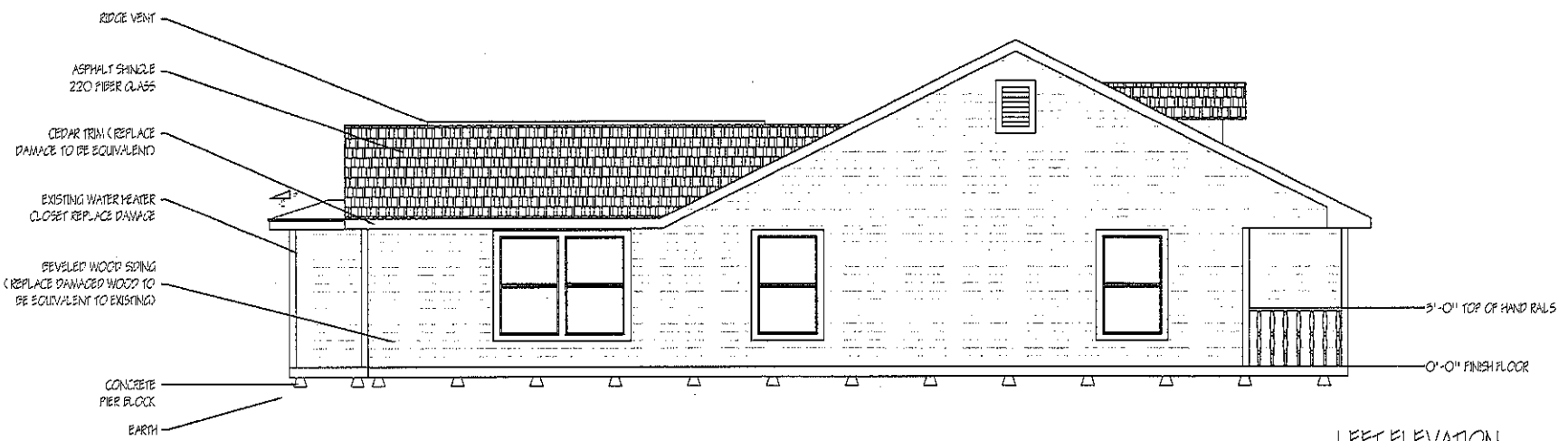
REAR ELEVATION
SCALE: NTS

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

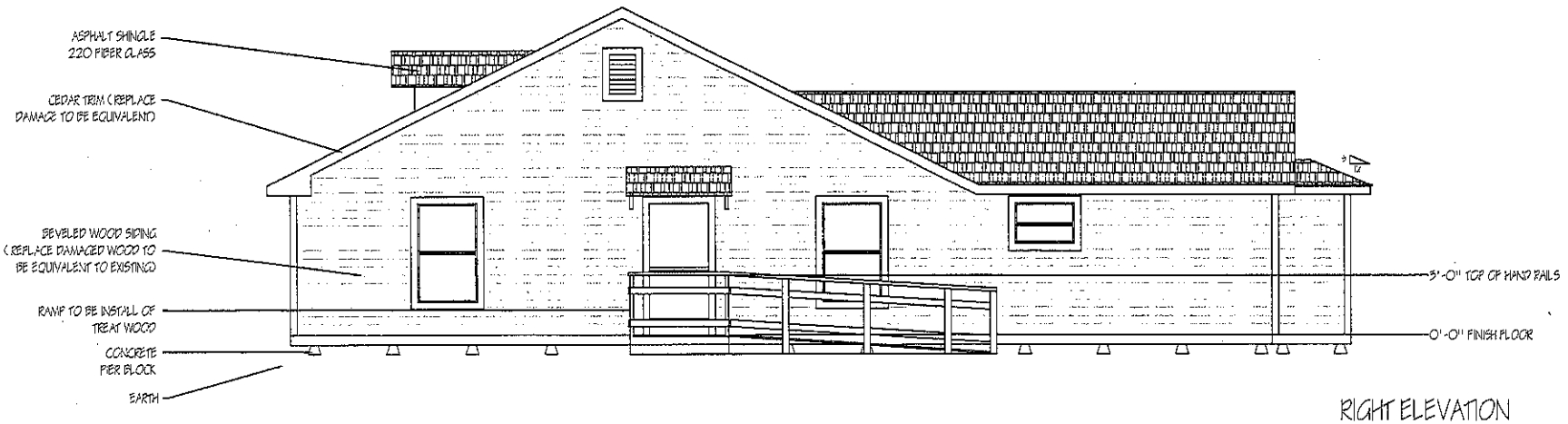
TOTAL AREA
1050 SQ. FT.

MARIA RENDO
6627 CAMINO REAL - ORANJENO, TX

6 OF 8



LEFT ELEVATION
SCALE: NTS



RIGHT ELEVATION
SCALE: NTS

TOTAL AREA
1050 SQ. FT.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

MARIA RENDO
6627 CAMINO REAL - CRANJENO, TX

7 OF 8

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) MARIA O. RENDON CASE NO.: G 30-07-03 DATE: 9/24/13 ADDRESS: 6627 EL CAMINO REAL ST., GRANJENO, TX PHONE: 956-432-8132 BY: ERIC TREVINO

1. FOUNDATION WORK:

REMOVE AND REPLACE ALL DAMAGE FLOOR JOISTS WITH 2X8 TREATED WOOD. HOUSE AND PORCH IS TO BE LEVELED TO HIGHEST FLOOR AREA (INSTALL SHIMS (STRIPS OF PRESSURE TREATED PLYWOOD) BETWEEN THE MUDSILL AND THE FOUNDATION WHERE NEEDED. TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. A MIN. OF 12 X 25 DRIVEWAY WITH A 36" WIDE WALKWAY CONNECTING TO RAMP

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS: .

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- PEDESTAL SINK W/ RELATED PLUMBING & FAUCETS
- TOILET OF MATCHING COLOR
- SHOWER WITH RELATED PLUMBING AND HANDICAP ACCESSIBLE.
- SHOWER FAUCETS & REMOVABLE SHOWER HEAD
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN; SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - CEILING JOIST @ 24" O.C., **FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.**

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.

ALL INTERIOR WALL & CEILING COVERINGS.

- ½" SHEETROCK FINISHED AS PER SPECS.
- ½ "DAMP RESISTANT SHEETROCK FOR BATH AREAS.

ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE.

ALL INTERIOR WALL SURFACESS SHALL HAVE ORANGE PEEL TEXTURE.

ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF:(SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:

- A FRONT PORCH FLOOR.
- A SIDE/BACK PORCH FLOOR.

PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN **R-49 FACTOR.** (need a combined R-30 & R-19 to meet requirement)
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

In master bathroom only: ALL TRIM SHALL BE INSTALLED AS PER SPECS.

*ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) WITH PAINT **COMPARABLE IN QUALITY TO SHERWIN WILLIAMS.** ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).*

8. EXTERIOR FINISH:

*REMOVE EXISTING PAINT AS PER PAINT WITH LEAD GUIDELINES UNDER THE EPA LEAD RENOVATON, REPAIR AND PAINTING RULES (RRP RULE) AND PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT **COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100.** (2 COLOR CHOICE MIN).*

9. SIDING:

*THE SIDING SHALL BE OF SAME MATERIALS AS EXISTING AND TO REPLACE ALL DAMAGED AND ROTTED SIDING **ALL CEDAR TRIM TO ENTIRE HOUSE.***

10. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:

- BATHROOM **FORMICA COUNTER TOP** OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET (IF APPLICABLE) FOR BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK, AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

11. FLOOR, SUBFLOOR, & FINISH FLOORING:

REMOVE EXISTING TILE AND APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.

12. ELECTRICAL GENERAL

- ANY OUTLETS WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

13. RANGE HOOD:

INSTALL A RANGE HOOD TO FIT OWNER'S RANGE SIZE (30" OR 36") AND VENT TO EXTERIOR.

14. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINETS AS PER SPECS.

INCLUDE CURTAIN ROD & PLASTIC THRESHOLD TO HELP PREVENT WATER FROM ESCAPING SHOWER.

INSTALL PEDESTAL SINK AND CABINET ABOVE TOILET.

(ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER.)

15. ACCESS FOR PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12 X 25 DRIVEWAY AND STEPS WITH HANDRAILS

BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS

16. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

17. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

- EPA'S LEAD RENOVATION, REPAIR AND PAINTING RULE (RRP RULE) REQUIRES THAT FIRMS PERFORMING RENOVATION, REPAIR, AND PAINTING PROJECTS THAT DISTURB LEAD-BASED PAINT IN HOMES, CHILD CARE FACILITIES AND PRE-SCHOOLS BUILT BEFORE 1978 HAVE THEIR FIRM CERTIFIED BY EPA (OR AN EPA AUTHORIZED STATE), CERTIFIED RENOVATORS WHO ARE TRAINED by EPA-approved training providers and follow lead-safe work practices.
- MUST BE EPA CERTIFIED RENOVATOR FOR LEAD REMOVAL AND DISPOSAL.
- MUST ALWAYS BE WITHIN A (15) FIFTEEN MINUTE OF PROJECT SITE.
- YOUR BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMTIS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
- MINIMUM 12x-25 CONC. DRIVEWAY WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN **SECTION 23. GENERAL NOTES** OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY TRHOUGHOUT CONSTRUCTION PROCESS ***(demo to final inspection)***
- SHOWER ENTRANCES TO BE 36" WIDE
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

Maria O. Rendon

NAME OF APPLICANT

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **December 10, 2013**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: **Maria Rendon**

BORROWER'S ADDRESS:

6627 El Camino Real
Mission, TX 78572

LENDER: County of Hidalgo, a political subdivision of the State of Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
3304 W. Alberta Rd.,
Edinburg, TX 78539

CONTRACTOR: **Raymundo Carrisales, A-One Insulation**

CONTRACTOR'S ADDRESS:

1006 E. Ferguson Ave.
Pharr, Texas 78577

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$16,500.00**, executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **$16,500.00**, executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("Deed of Trust") of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION: **$16,500.00**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15th) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in

which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof. Pursuit by Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

14. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision in inconsistent with any prior draft hereof or thereof. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County,

Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

16. General Provisions. This Agreement:

a. may not be assigned by Owner or Contractor without the prior written consent of County;

b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;

c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and

d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. Nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If

requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER:

_____

Maria Rendon

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

LENDER:

COUNTY OF HIDALGO, a political subdivision of the State of Texas

_____

By: **Diana R. Serna**
Its: **Director of Urban County Program**

CONTRACTOR:

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: June 19, 2013

_____

By: **Raymundo Carrisales**
Its: **Owner of A-One Insulation**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____, by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo**, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **10th** day of **December 2013**, by **Maria Rendon.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **10th** day of **December 2013**, by **Raymundo Carrisales, Owner of the A-One Insulation,** a **Contractor of the State of Texas,** on behalf of said **Hidalgo County**.

_____
NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO RAYMUNDO CARRISALES, A-ONE INSULATION, AT 1006 E. FERGUSON ST., PHARR, TEXAS 78577 NOT LATER THAN MIDNIGHT OF DECEMBER 13, 2013.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER:

_____

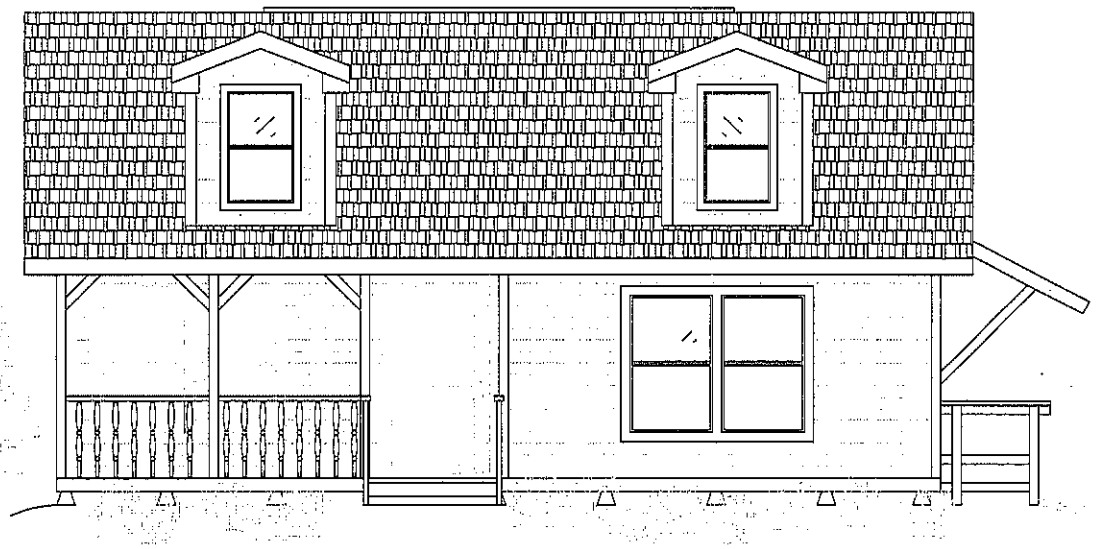
Maria Rendon

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

The West 82 feet of a tract or parcel of land out of the Nic Bocanegra Survey of lands in Porciones 58 and 59 in Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

RENDON RESIDENCE



Maria O. Rendon
6627 El Camino Real - Granjeno
(956) 432-8132

URBAN COUNTY PROGRAM
1916 TESORO BLVD. - Pharr, TX
(956) 787-8127

URBAN COUNTY PROGRAM

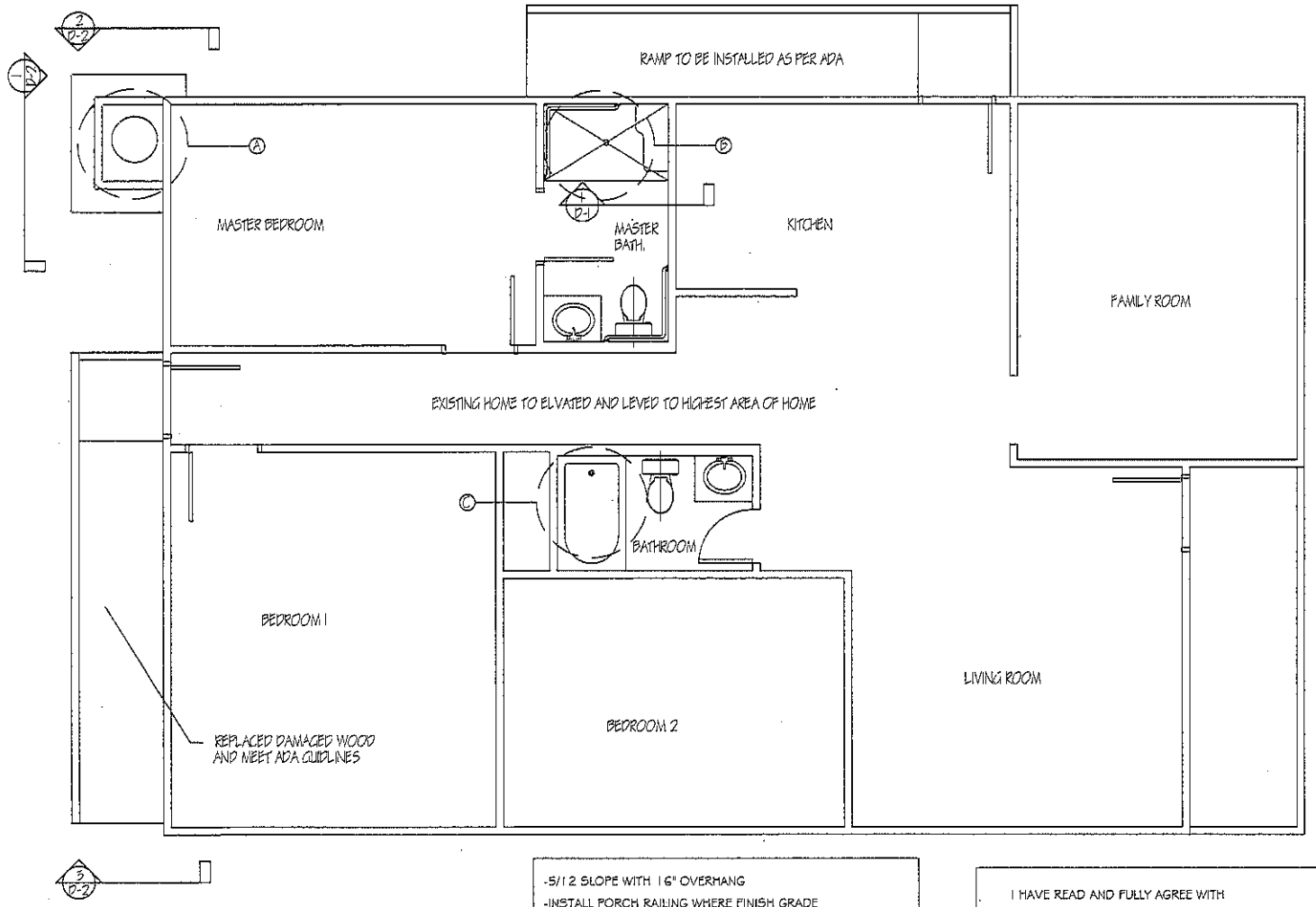
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

MARIA RENDO

6627 CAMINO REAL - GRANJENO, TX

TOTAL AREA
1080 SQ. FT.

1 OF 8



EXISTING HOME TO ELVATED AND LEVED TO HIGHEST AREA OF HOME

AREAS OF INTREST CIRCLED AND LABELD - SEE SECTION DETAILS FOR SPECIFICATIONS

-5/12 SLOPE WITH 16" OVERHANG

-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 1" FROM PORCH FLOOR.

-INTERIOR CHOSEN COLORS ARE AS FOLLOWED:
SAND DUNE AND WHITE

-EXTERIOR CHOSEN COLORS ARE AS FOLLOWED:
SMOKEY GRAY AND WHITE

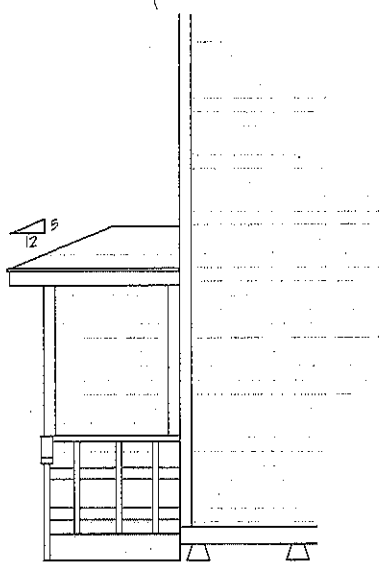
I HAVE READ AND FULLY AGREE WITH
THE WRITE-UP AND PLANS AS PRESENTED
TO ME THIS 24 DAY OF SEPT 2013
Maria O. Rendon

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

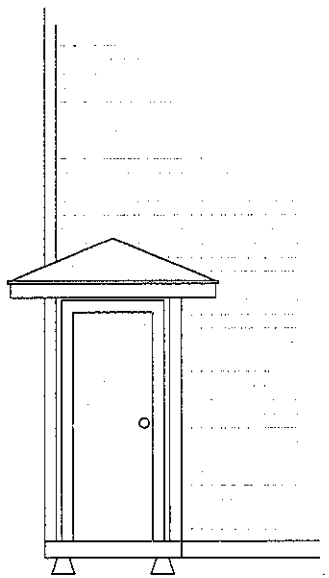
MARIA RENDO
6627 CAMINO REAL - GRANJENO, TX

TOTAL AREA
1050 SQ. FT.

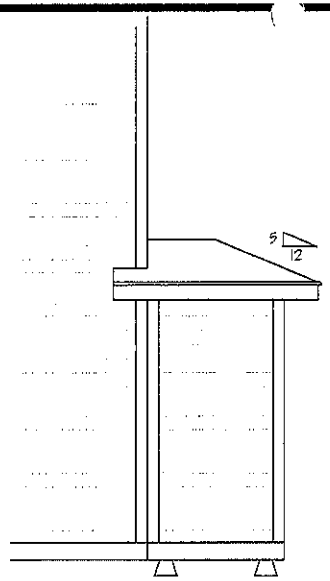
2 OF 8



1 LEFT ELEVATION
D-2 SCALE: NTS



2 SHOWER SECTION
D-2 SCALE: NTS



3 SHOWER SECTION
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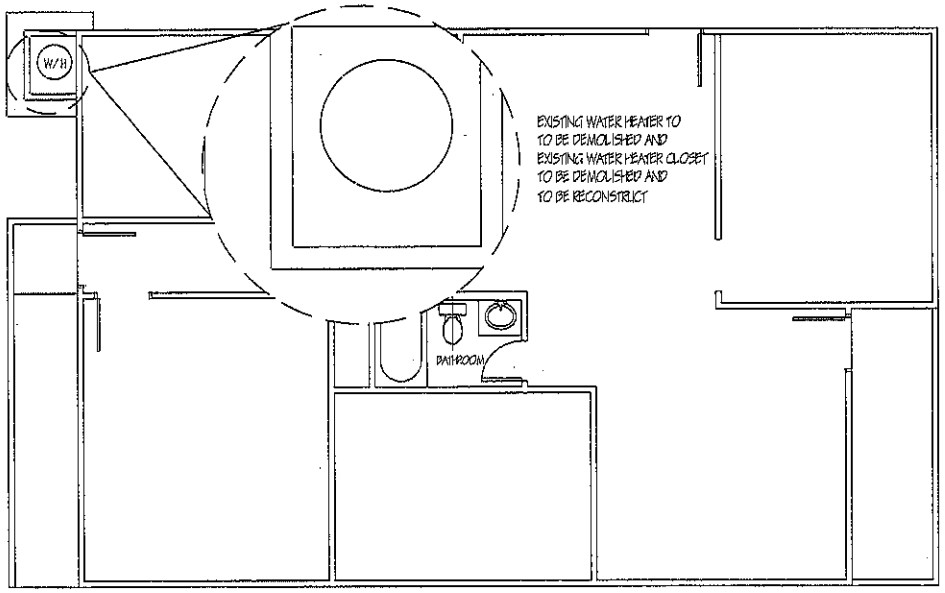


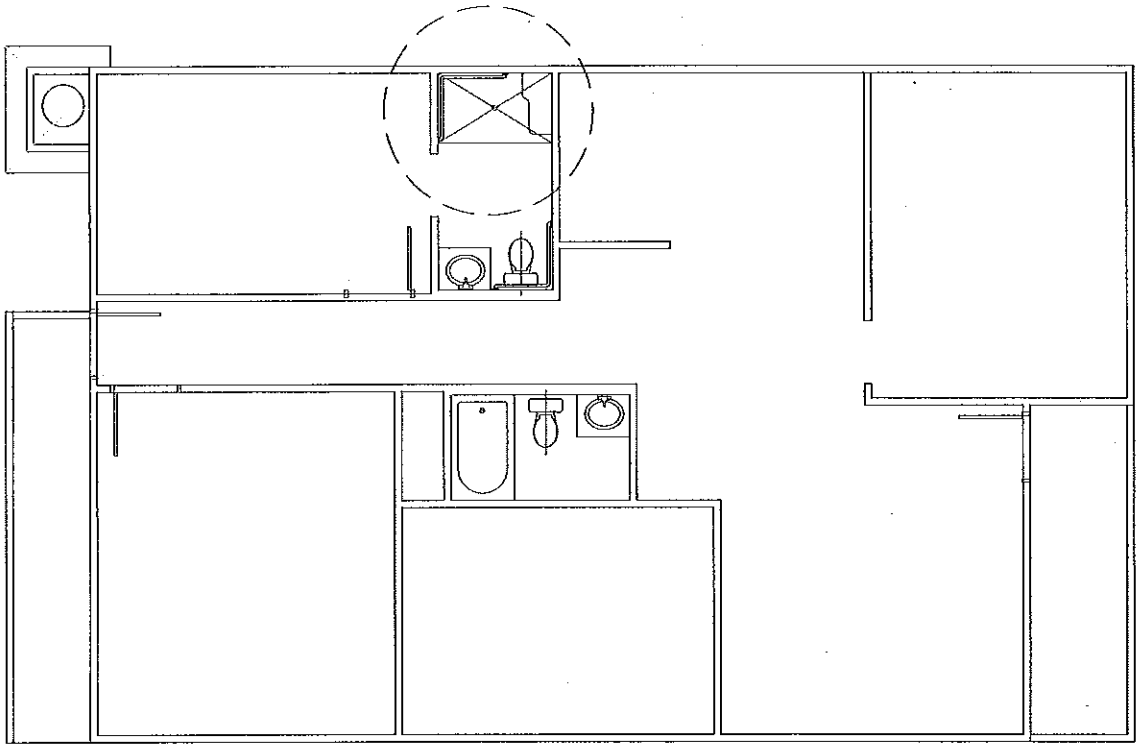
A - SECTION DETAILS
SCALE: NTS

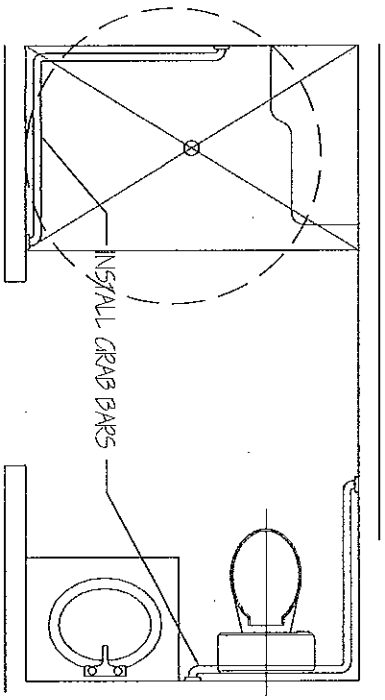
URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA
1620 SQ. FT.

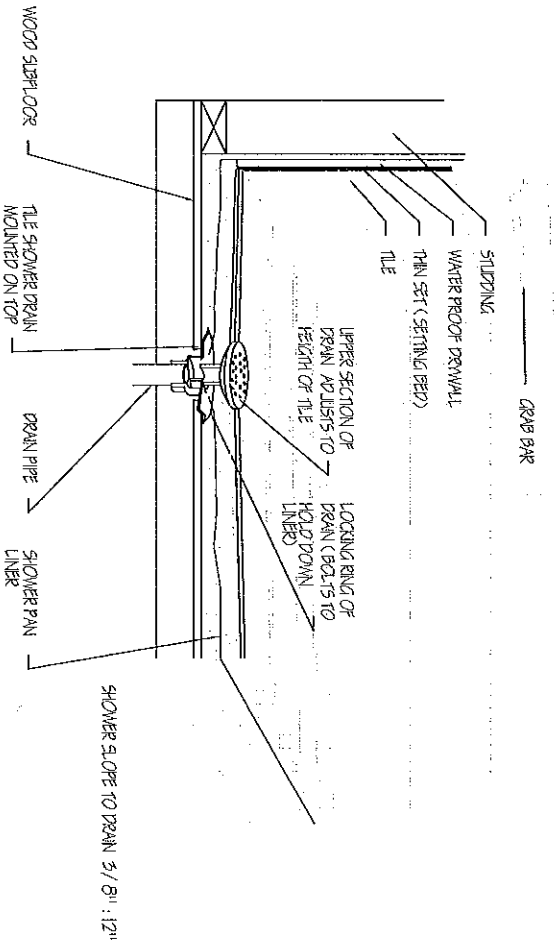
MARIA RENDO
6627 CAMINO REAL - GRANJENO, TX

3 OF 8





B - SECTION DETAIL
SCALE: NTS



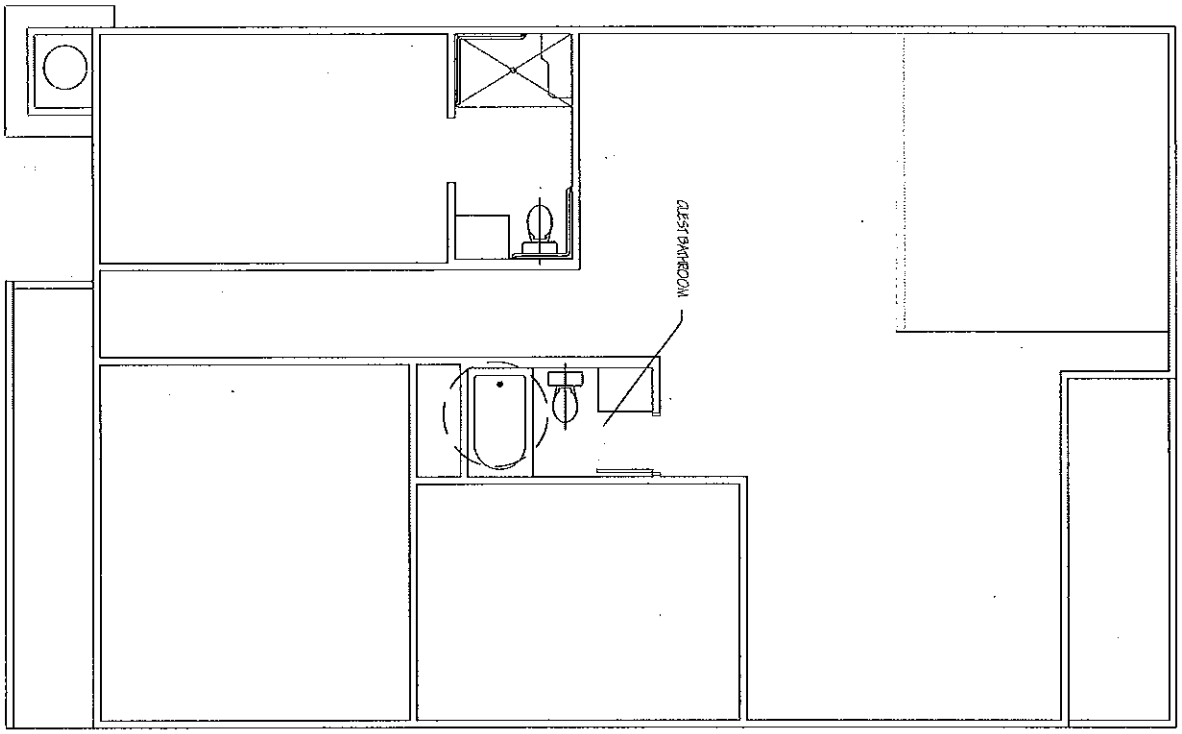
1 SHOWER SECTION
D-1 SCALE: NTS

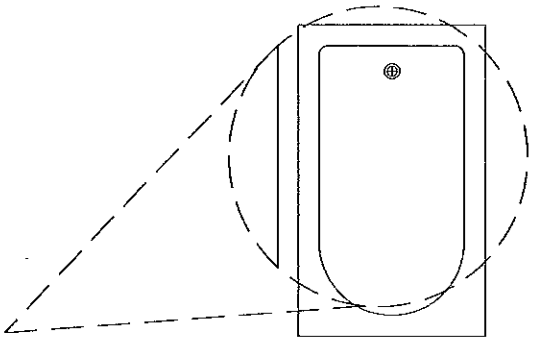
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

MARIA RENDO
6627 CAMINO REAL - GRANLENO, TX

TOTAL AREA
1620 SQ. FT.





SHOWER PRESSURE IS LOW AND TO BE ADJUSTED SHOULD HAVE A STRONG FLOW OF WATER. WATER PRESSURE TO BE ABOVE 40 PSI AND NOT TO BE GREATER THAN 80 PSI.

C - SECTION DETAIL
SCALE: NTS

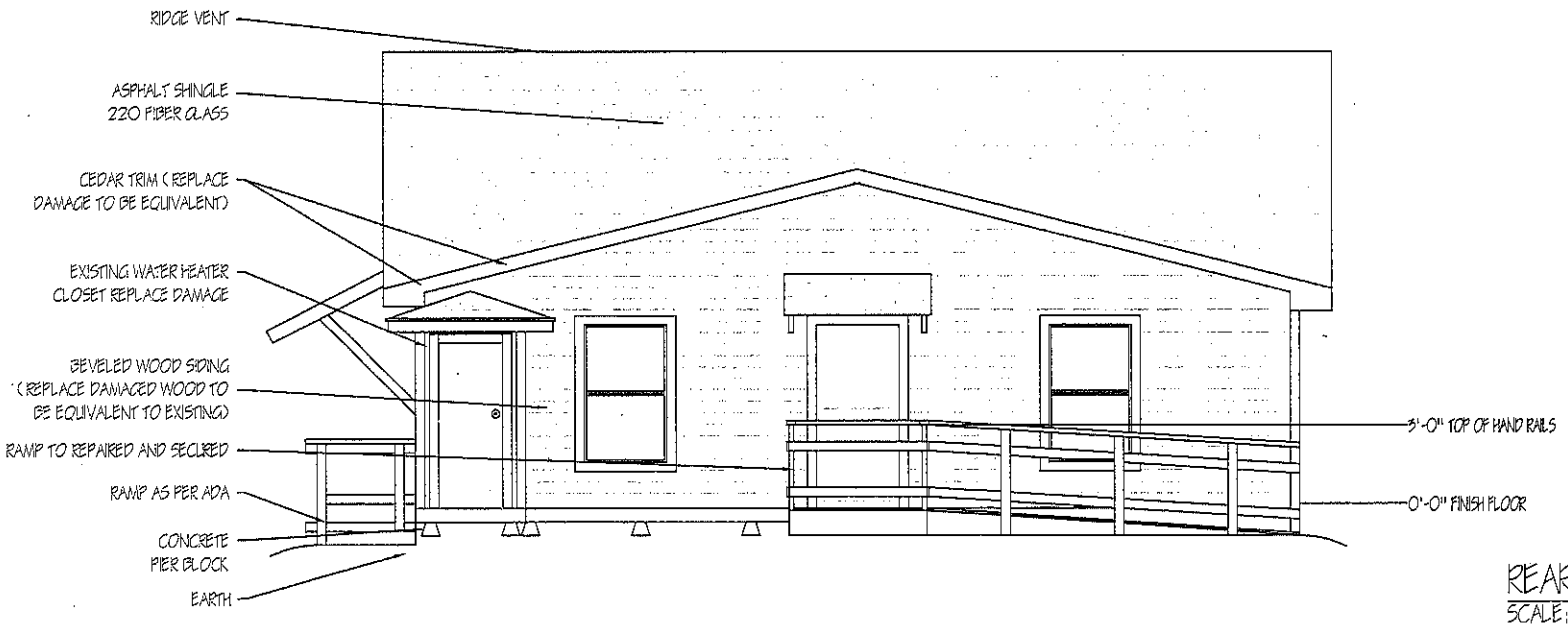
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

MARIA RENDO
6627 CAMINO REAL - GRANJENO, TX

TOTAL AREA
1050 SQ. FT.

FRONT ELEVATION
SCALE: NTS



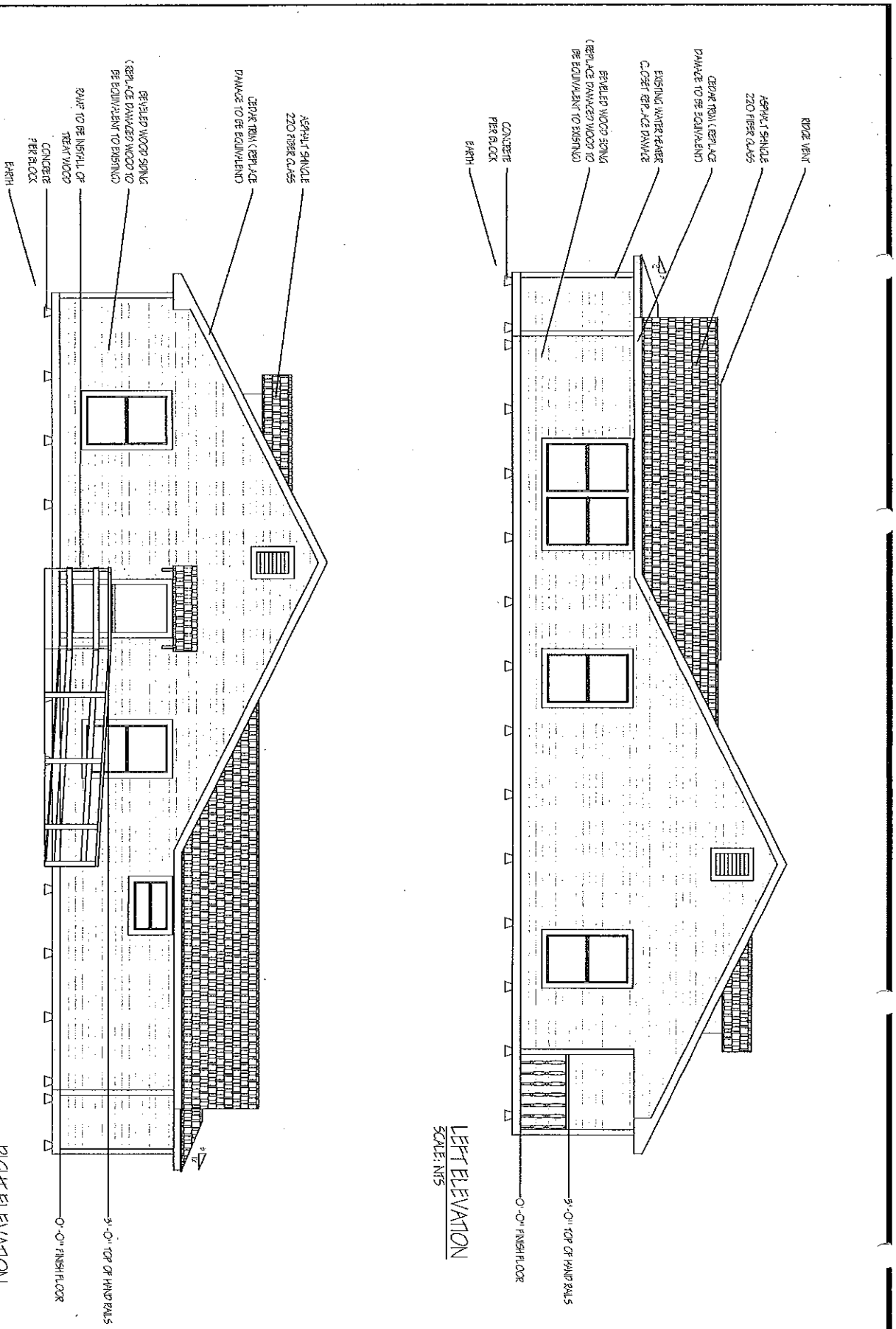
REAR ELEVATION
SCALE: NTS

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA
1050 SQ. FT.

MARIA BENDO
6627 CAMINO REAL - GRANJENO, TX

6 OF 8



URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

7 OF 8

MARIA RENDO

6627 CAMINO REAL - ORANJENO, TX

TOTAL AREA

1050 SQ. FT.

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) MARIA O. RENDON CASE NO.: G 30-07-03 DATE: 9/24/13 ADDRESS: 6627 EL CAMINO REAL ST., GRANJENO, TX PHONE: 956-432-8132 BY: ERIC TREVINO

1. FOUNDATION WORK:

REMOVE AND REPLACE ALL DAMAGE FLOOR JOISTS WITH 2X8 TREATED WOOD. HOUSE AND PORCH IS TO BE LEVELED TO HIGHEST FLOOR AREA (INSTALL SHIMS (STRIPS OF PRESSURE TREATED PLYWOOD) BETWEEN THE MUDSILL AND THE FOUNDATION WHERE NEEDED. TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. A MIN. OF 12 X 25 DRIVEWAY WITH A 36" WIDE WALKWAY CONNECTING TO RAMP

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS: .

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- PEDESTAL SINK W/ RELATED PLUMBING & FAUCETS
- TOILET OF MATCHING COLOR
- SHOWER WITH RELATED PLUMBING AND HANDICAP ACCESSIBLE.
- SHOWER FAUCETS & REMOVABLE SHOWER HEAD
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - CEILING JOIST @ 24" O.C., **FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.**

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.

ALL INTERIOR WALL & CEILING COVERINGS.

- ½" SHEETROCK FINISHED AS PER SPECS.
- ½ "DAMP RESISTANT SHEETROCK FOR BATH AREAS.

ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE.
ALL INTERIOR WALL SURFACESS SHALL HAVE ORANGE PEEL TEXTURE.
ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF:(SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:

- A FRONT PORCH FLOOR.
- A SIDE/BACK PORCH FLOOR.

PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN **R-49 FACTOR.** (need a combined R-30 & R-19 to meet requirement)
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

In master bathroom only: ALL TRIM SHALL BE INSTALLED AS PER SPECS.
ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) WITH PAINT ***COMPARABLE IN QUALITY TO SHERWIN WILLIAMS.*** *ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).*

8. EXTERIOR FINISH:

REMOVE EXISTING PAINT AS PER PAINT WITH LEAD GUIDELINES UNDER THE EPA LEAD RENOVATON, REPAIR AND PAINTING RULES (RRP RULE) AND PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT ***COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100.*** *(2 COLOR CHOICE MIN).*

9. SIDING:

THE SIDING SHALL BE OF SAME MATERIALS AS EXISTING AND TO REPLACE ALL DAMAGED AND ROTTED SIDING ***ALL CEDAR TRIM TO ENTIRE HOUSE.***

10. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:

- BATHROOM **FORMICA COUNTER TOP** OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET (IF APPLICABLE) FOR BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK, AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

11. FLOOR, SUBFLOOR, & FINISH FLOORING:

REMOVE EXISTING TILE AND APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.

12. ELECTRICAL GENERAL

- ANY OUTLETS WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

13. RANGE HOOD:

INSTALL A RANGE HOOD TO FIT OWNER'S RANGE SIZE (30" OR 36") AND VENT TO EXTERIOR.

14. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINETS AS PER SPECS.
INCLUDE CURTAIN ROD & PLASTIC THRESHOLD TO HELP PREVENT WATER FROM ESCAPING SHOWER.
INSTALL PEDESTAL SINK AND CABINET ABOVE TOILET.
(ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER.)

15. ACCESS FOR PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12 X 25 DRIVEWAY AND STEPS WITH HANDRAILS
BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS

16. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

17. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

- EPA'S LEAD RENOVATION, REPAIR AND PAINTING RULE (RRP RULE) REQUIRES THAT FIRMS PERFORMING RENOVATION, REPAIR, AND PAINTING PROJECTS THAT DISTURB LEAD-BASED PAINT IN HOMES, CHILD CARE FACILITIES AND PRE-SCHOOLS BUILT BEFORE 1978 HAVE THEIR FIRM CERTIFIED BY EPA (OR AN EPA AUTHORIZED STATE), CERTIFIED RENOVATORS WHO ARE TRAINED by EPA-approved training providers and follow lead-safe work practices.
- MUST BE EPA CERTIFIED RENOVATOR FOR LEAD REMOVAL AND DISPOSAL.
- MUST ALWAYS BE WITHIN A (15) FIFTEEN MINUTE OF PROJECT SITE.
- YOUR BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMTIS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
- MINIMUM 12x-25 CONC. DRIVEWAY WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN **SECTION 23. GENERAL NOTES** OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY TRHOUGHOUT CONSTRUCTION PROCESS ***(demo to final inspection)***
- SHOWER ENTRANCES TO BE 36" WIDE
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

Maria O. Rendon

NAME OF APPLICANT

TIME TABLE

ACTIVITY	DATE(S)
Contract Signing	December 11, 2013
Demolition	December 21, 2013
Construction Start	December 23, 2013
Anticipated Draws	After 50% construction completion After 100% construction completion 30 days after construction completion
End Construction	March 21, 2014

BUDGET

	Total Cost
Pre-Development	$ 0.00
Acquisition	$ 0.00
Demolition	$ N/A
Construction	$16,500.00
Other Costs:	$ 0.00
TOTAL PROJECT COSTS	$ 16,500.00

EXHIBIT "C"
SPECIAL CONDITIONS

None.

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **December 10, 2013**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: **Pedro Robledo**

BORROWER'S ADDRESS:

6588 S FM 494
Granjeno, TX 78572

LENDER: County of Hidalgo, a political subdivision of the State of Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
3304 W. Alberta Rd.,
Edinburg, TX 78539

CONTRACTOR: **Arnold Gonzalez, ARGO CONTRACTORS**

CONTRACTOR'S ADDRESS:

814 Cimarron Dr.,
Mission TX 78572

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$55,890.00**, executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **$55,890.00**, executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("Deed of Trust") of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION: **$55,890.00**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15th) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in

which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof. Pursuit by Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

14. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision in inconsistent with any prior draft hereof or thereof. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County,

Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

16. General Provisions. This Agreement:

a. may not be assigned by Owner or Contractor without the prior written consent of County;

b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;

c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and

d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. Nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If

requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER:

_____

Pedro Robledo

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

LENDER:

COUNTY OF HIDALGO, a political subdivision of the State of Texas

_____

By: **Diana R. Serna**
Its: **Director of Urban County Program**

CONTRACTOR:

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: June 19, 2013

_____

By: **Arnold Gonzalez**
Its: **Owner of ARGO CONTRACTORS**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____, by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo**, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **10th** day of **December 2013**, by **Pedro Robledo.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **10th** day of **December 2013**, by **Arnold Gonzalez , Owner of the ARGO CONTRACTORS, a Contractor of the State of Texas**, on behalf of said **Hidalgo County**.

_____
NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO RAYMUNDO CARRISALES, A-ONE INSULATION, AT 1006 E. FERGUSON ST., PHARR, TEXAS 78577 NOT LATER THAN MIDNIGHT OF DECEMBER 13, 2013.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER:

_____

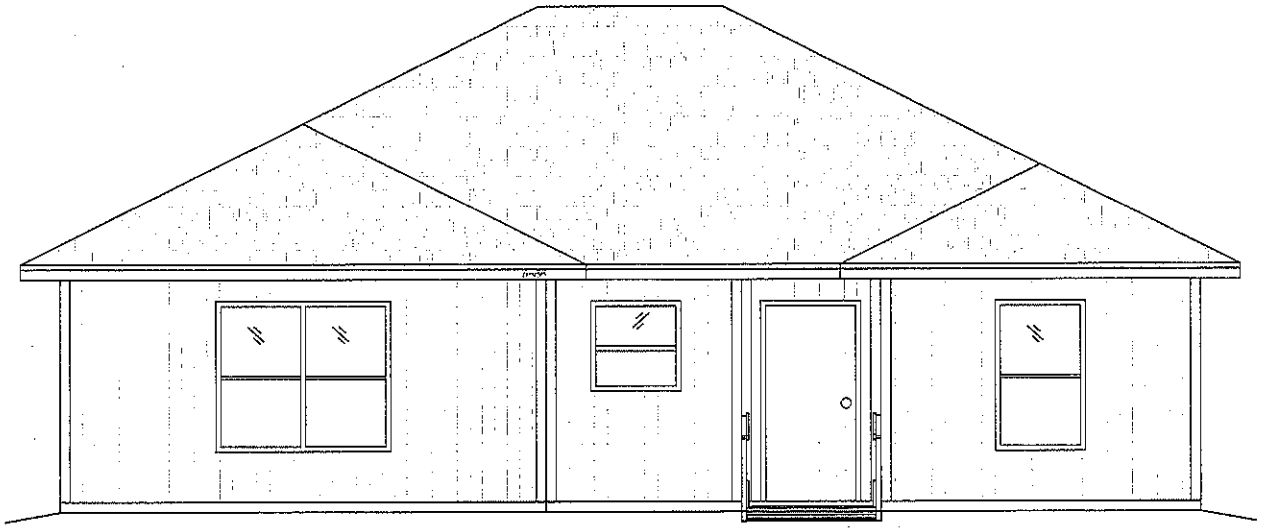
Pedro Robledo

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

The North one-half (N ½) of a tract of land containing (0.60) of one (1) acre of Porcion 58 & 59 and 60 lying between Granjeno Banco #44 and the Northerly branch of the Military Road, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

ROBLEDO RESIDENCE



PEDRO ROBLEDO
6588 S. FM 494 RD. GRANJENO
(956) 585-2634

URBAN COUNTY PROGRAM
1916 TESORO BLVD. - Pharr, TX
(956) 787-8127

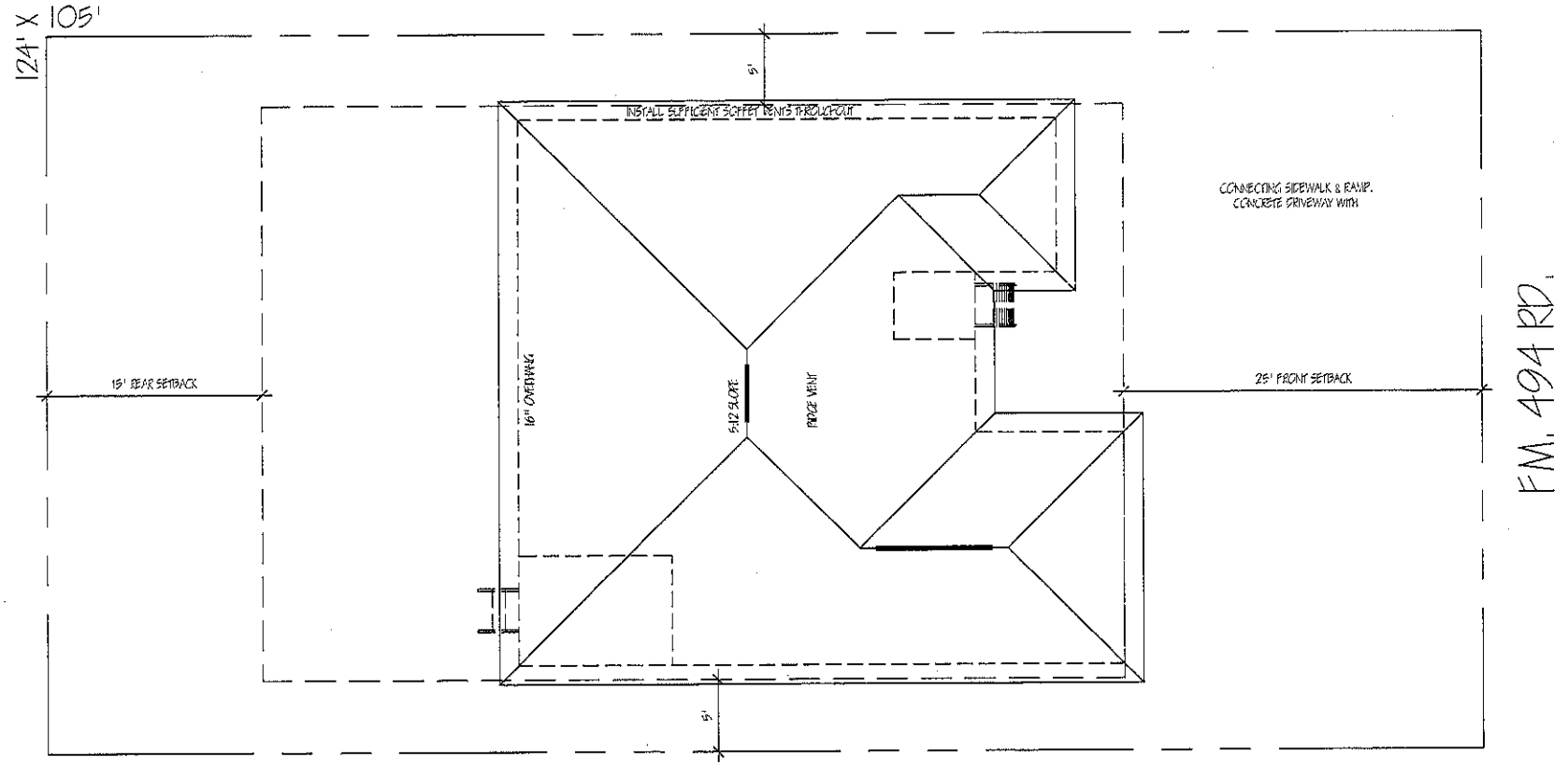
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

LIVING AREA
1396 SQ. FT.

PEDRO ROBLEDO
6588 S. FM 494 RD. GRANJENO

N. 1/2 OF 60/100 PORCIONES 58, 59 & 60 GRANJO RANCH



NOTE:

Please verify with city/ county on setbacks and for any requirements requarding sidewalk, landscaping and any other obligations as per city regulations/ ordinances. HOWEVER, any house that is made for handicap accessibility WILL ALWAYS, require driveway with connecting sidewalk to ramp.

Remember to provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter. Install both a ramp, steps and railings as per owners request of location.

In addition, remember to replace septic tank if needed and is more than 10 yrs old. House to be built on original location.

Driveway to be 12'X 25' minimum, remain distance is to street if any is to be of asphalt, caliche or concrete.

1 ROOF / PLOT PLAN

XREF N.T.S.

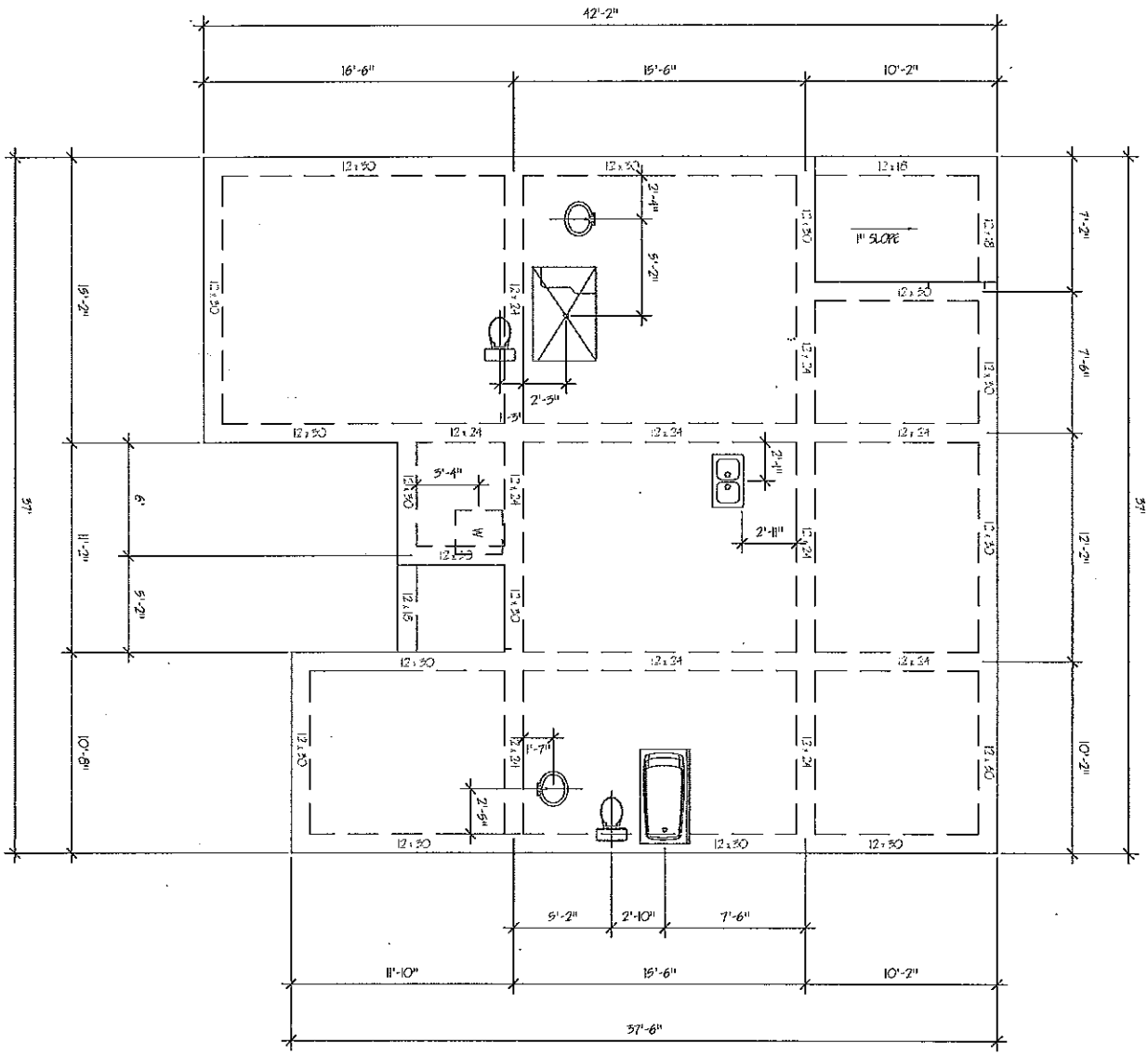
URBAN COUNTY PROGRAM

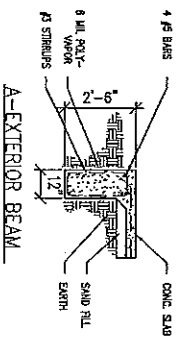
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

PEDRO ROBLEDO
6568 S. FM 494 RD. GRANJENO

LIVING AREA
1396 SQ. FT.

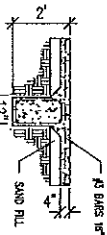
2 OF 7





A-EXTERIOR BEAM

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



B-INTERIOR BEAM

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

GENERAL NOTES

-4" THICK SLAB ON GRADE W/ #3 BARS @ 18" O.C. EACH WAY AT MID-DEPTH OF SLAB OVER 6 MIL VISQUEEN OVER APPROVED COMPACTED FILL

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL

-CORNER BARS: AT ALL CORNERS & INTERSECTIONS 2'X2' - #5 APPLY 6X6 #6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.

-INSTALL ACHOR BOLTS AT PERIMETER AT 4' O.C.

-USE ONLY COMPACTED SELECTED FILL DIRT. FINISH FLOOR TO BE 18" FROM TOP OF CURB. UNLESS OTHERWISE NOTED.

1

FOUNDATION PLAN

XREF

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

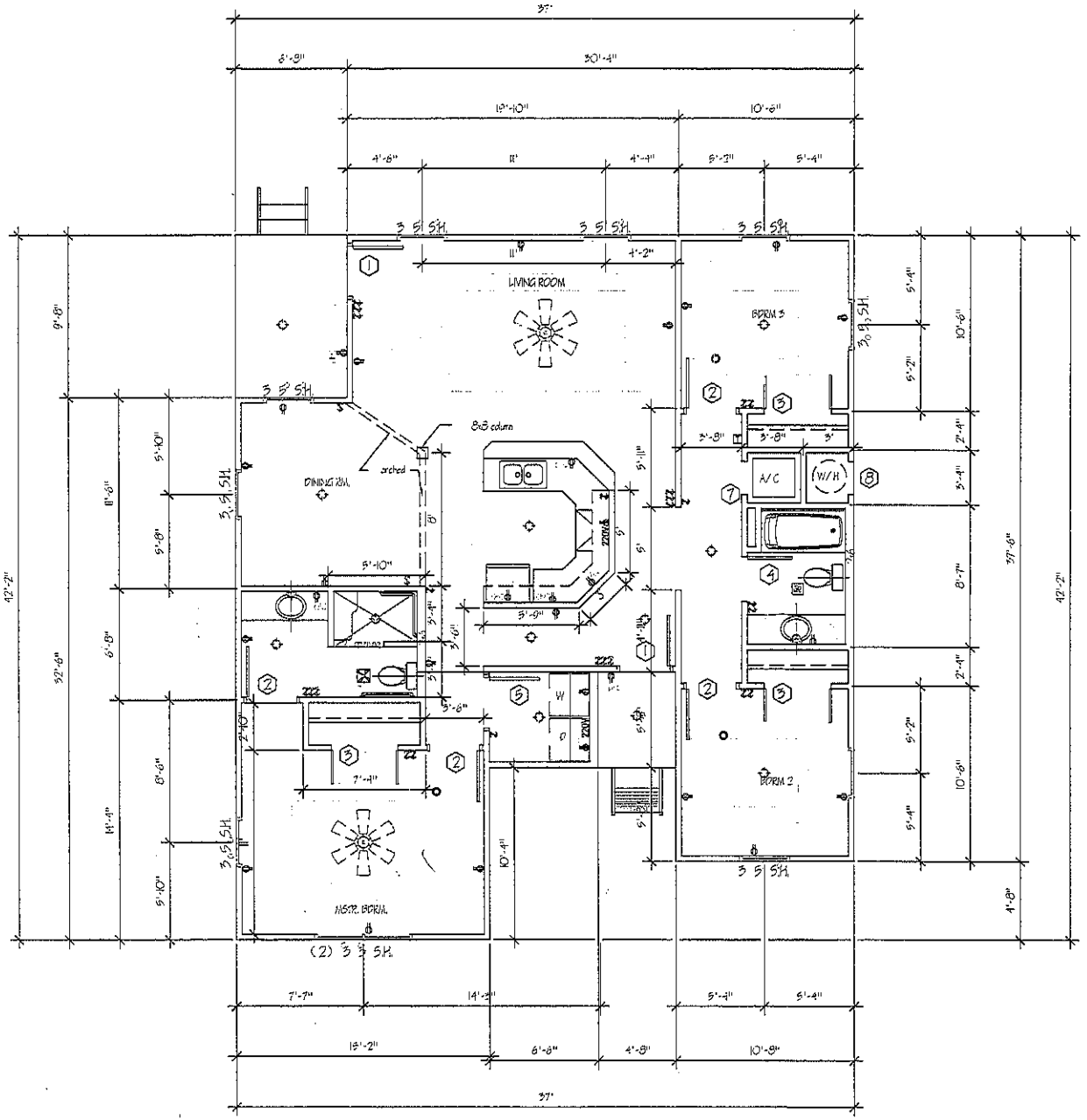
3 OF 7

PEDRO ROBLEDO

6588 S. FM 494 RD. GRANJENO

LIVING AREA

1396 SQ. FT.



SQUARE FOOTAGE

LIVING AREA	1330
PORCH/ PATIO	108
TOTAL SQ. FT.	1438

ELECTRICAL LEGEND

WH	WATER HEATER		LIGHT FIXTURE
	DUPLEX ELECTRICAL RECEPT.	$	LIGHT SWITCH
220V	220v DUPLEX ELECTRICAL RECEPTACLE	T	THERMOSTAT
GFI	GROUND FAULT CIRCUIT INTERRUPTER		SMOKE DETECTOR

DOOR SCEDULE

DR #	TASK	SIZ X 6 8	TYPE	LOCKS
1	INSTALL NEW UNIT W/ DUAL PEEP HOLES	3⁰	METAL W/ LOW PROFILE THRSH.D.	LEVER TYPE ENTRY LOCK W/ DEADBOLT.
2	INSTALL NEW UNIT	3⁰	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	(2) 2⁰	HOLLOW CORE	PASSAGE
4	INSTALL NEW UNIT	2⁶	HOLLOW CORE	PASSAGE
5	INSTALL NEW UNIT	3⁰	HOLLOW CORE	PASSAGE
6	INSTALL NEW UNIT	3⁰	POCKET DOOR	PRIVACY LOCK
7	INSTALL NEW UNIT	2⁰	HOLLOW CORE	PASSAGE
8	INSTALL NEW UNIT	2⁰	METAL DOOR	LOCK WITH DEADBOLT

GENERAL NOTES

-5/12 SLOPE WITH 16" OVERHANG
-SUPPLY RIDGE / SOFFIT VENTS WHERE NEEDED
-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 1' FROM PORCH FLOOR.
-INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 6" FROM PORCH FLOOR.
-INSTALL CONNECTIONS FOR A NATURAL GAS/ PROPANE OR ELECTRICAL STOVE w/ELECTRIC OUTLET
-INSTALL A MIN. OF 2 CABLE CONNECTIONS & 2 PHONE JACKS PER OWNERS REQUEST.

INT. TRIM WHITE 6150 INT. WALL UNIVERSAL KHAKI
EXT. TRIM CLOUDBURST 6487 EXT. WALL RAINDROP 6485

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 2 DAY OF OCT. 2013

Pedro Robledo

1 FLOOR PLAN

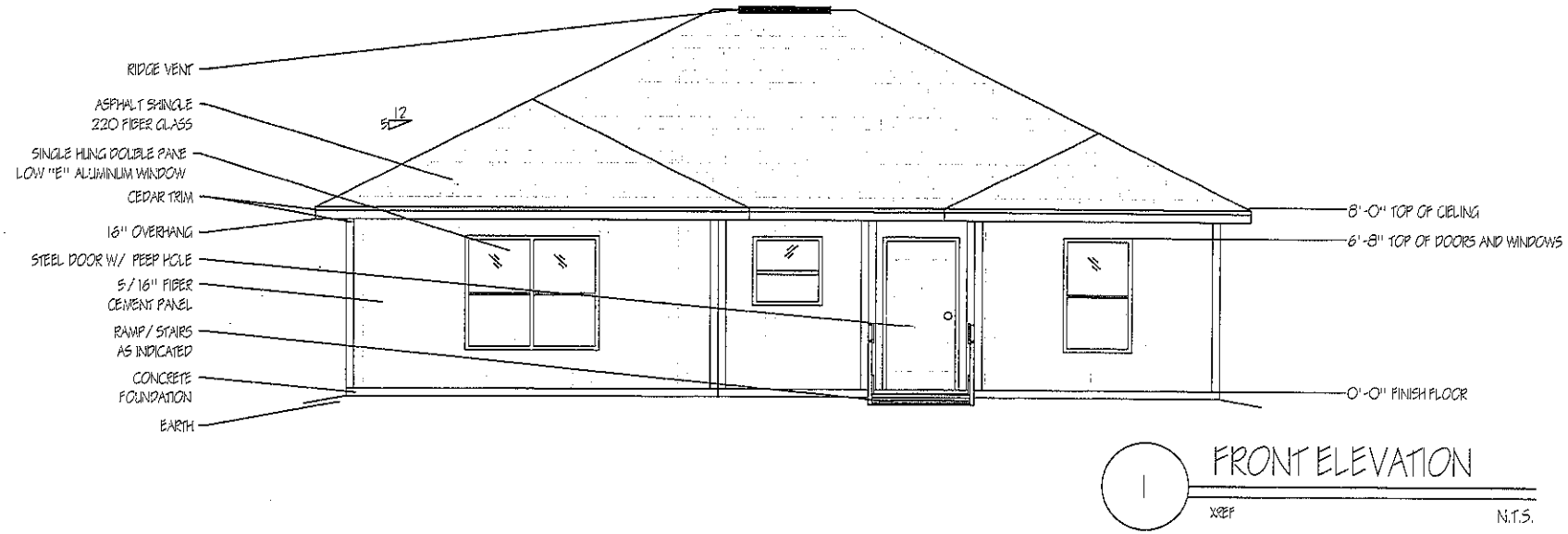
XREF N.T.S.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

LIVING AREA 1596 SQ. FT.

PEDRO ROBLEDO
6588 S. FM 494 RD. GRANJENO

4 OF 6



1 FRONT ELEVATION

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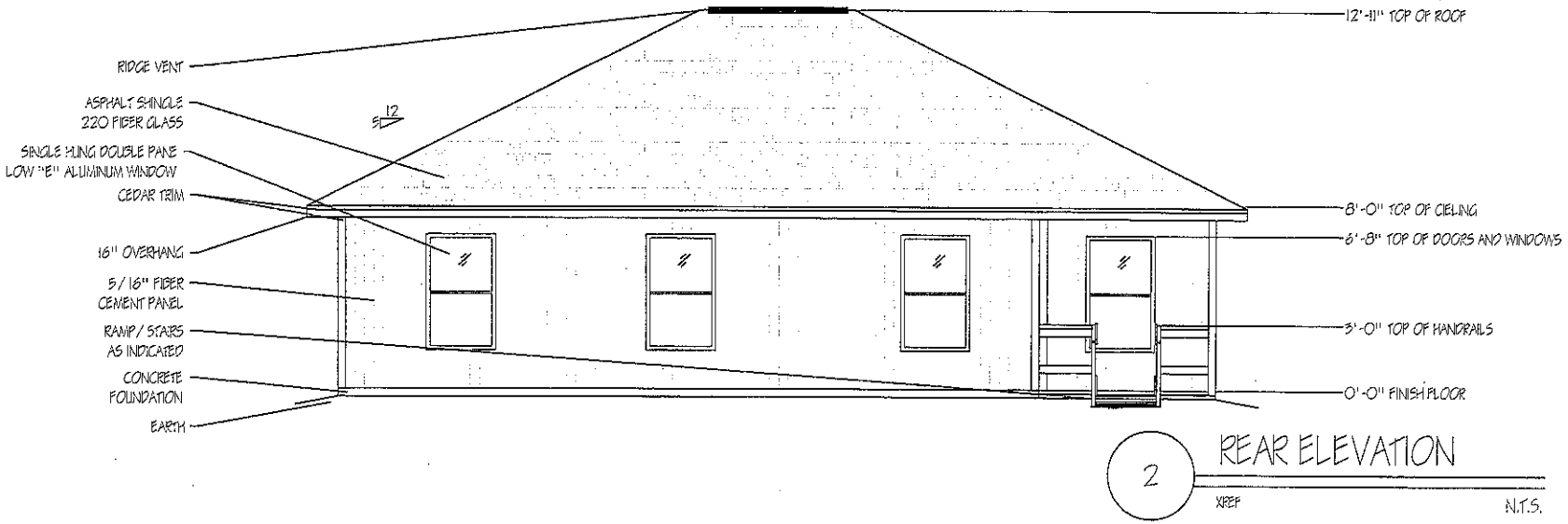


2 REAR ELEVATION

XREF N.T.S.

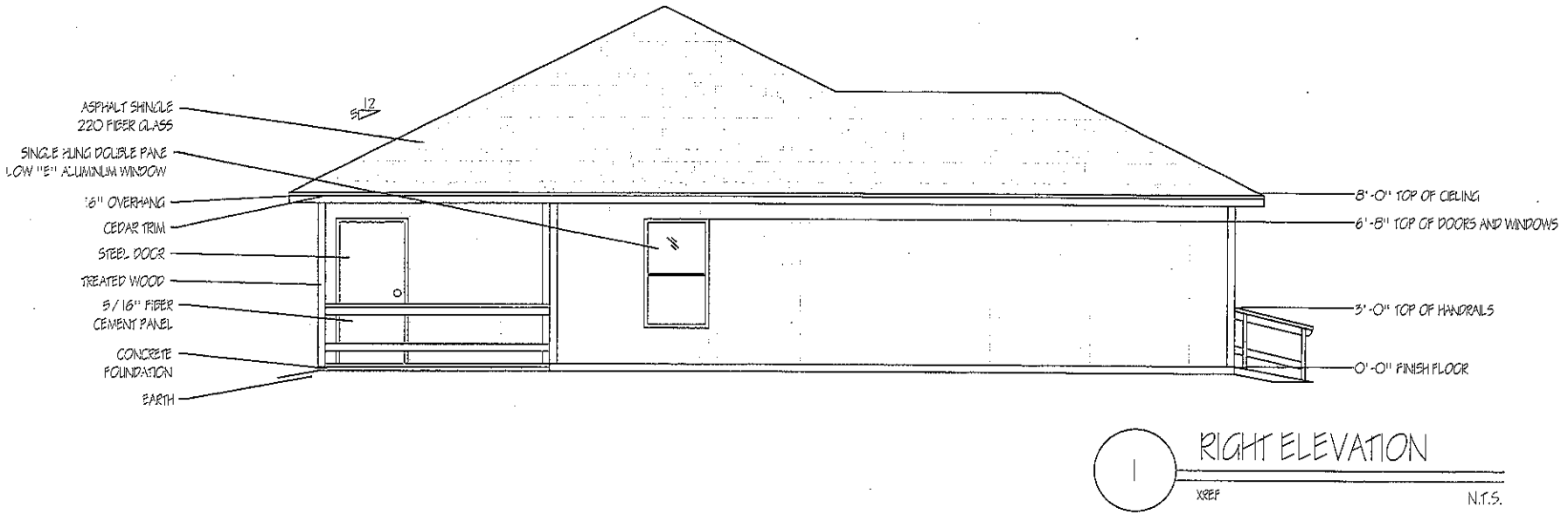
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

PEDRO ROBLEDO
6588 S. FM 4911 RD. CRANDENO

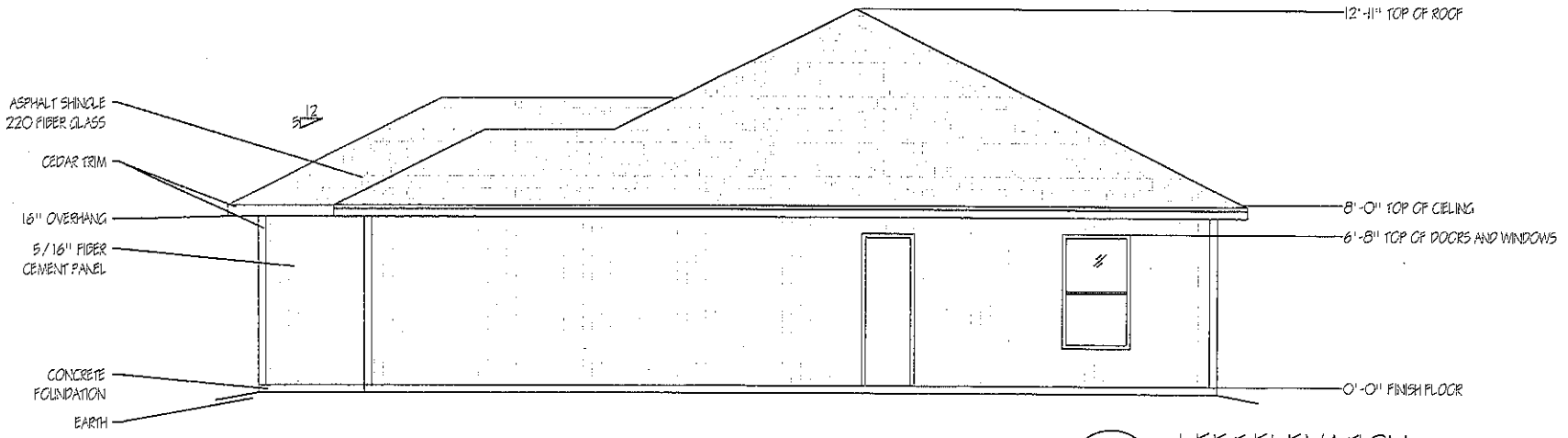
LIVING AREA
1596 SQ. FT.

5 OF 7



1 RIGHT ELEVATION

XREF N.T.S.



2 LEFT ELEVATION

XREF N.T.S.

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

PEDRO ROBLEDO
6588 S. FM 494 RD. GRANJENO

LIVING AREA
1396 SQ. FT.

6 OF 7

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) Pedro Robledo CASE NO.: G 30-07-02 DATE: 10-2-13 ADDRESS: 6588 S. FM 494 RD Granjeno PHONE: (956) 585-2634 BY: Eric Trevino

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. CW PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. INCLUDE CONCRETE SLAB FOR A/C UNIT.

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS:
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK/ FAUCETS/RELATED PLUMBING.
- CABINET SINK WITH FORMICA COUNTERTOP/ FAUCETS
- SHOWER/TUB WITH RELATED PLUMBING & FIXTURES
- TOILET OF MATCHING COLOR
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH, SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST.(SEE SECTION 23.)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
  - **INSTALL BOOT TIES IN EVERY CORNER** OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1"/2" SPACER.
  - CEILING JOIST @ 24" O.C., **FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.**
  - **(2) 2X12 WHERE NEEDED.**

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CIELINGS.

ALL INTERIOR WALL & CEILING COVERINGS.

- ½" SHEETROCK FINISHED AS PER SPECS.
- ½ " DAMP RESISTANT SHEETROCK FOR BATH AREAS.

ALL INTERIOR CEILINGS & WALLS TO HAVE ORANGE PEEL TEXTURE.

ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF:(SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
- A HIP/GABLE STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
- SHINGLES TO BE OF LIGHT COLOR **(no black shingles)**

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:

- A FRONT PORCH FLOOR.
- A SIDE/BACK PORCH FLOOR.

PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS IF FINISH GRADE IS MORE THAN 6" ABOVE ORIGINAL GROUND LEVEL OF PROPERTY.

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN **R-49 FACTOR.**
- INFILTRATION FOAM SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH **R-15 F.G. BATT.**
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.

ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) AND SHOULD BE COMPARABLE IN QUALITY TO SHERWIN WILLIAMS PAINT. ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).

8. EXTERIOR FINISH:

*PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT **COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100.** (2 COLOR CHOICE MIN).*

9. SIDING:

THE SIDING SHALL BE 5/16" FIBER CEMENT WITH ALL CEDAR TRIM TO ENTIRE HOUSE.

10. WINDOWS:

SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN.

11. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:

- A RANGE CABINET.
- A KTCHEN FORMICA COUNTER TOP OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET FOR EACH BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK,TOILET AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.
SECOND FLOOR TO BE BUILT WITH 2 X 12 FLOOR JOISTS @ 16" O.C.

13. ELECTRICAL GENERAL

ALL ELECRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) **COMPARABLE IN QUALITY** TO THE "HUNTER" BRAND, THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR, LOCATON AS PER OWNER REQUEST. INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
- EACH ELECTRICAL PANEL OR BREAKER BOX, LIGT SWITCH, OR THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR.
- EACH ELECTRIACL OUTLET TO BE PLACED 15" ABOVE THE FLOOR
- ALL RECEPTICALS PLACED WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

14. RANGE HOOD:

INSTALL A RANGE TO FIT OWNER'S RANGE SIZE (30" OR 36").

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINET AS PER SPECS.
(CURTAIN ROD, TOILET PAPER,TOOTHBRUSH & SOAP HOLDER)

16. HEATING & A/C:

*PROVIDE & INSTALL A **14 SEER CENTRAL** AIR CONDITIONING **COMPARABLE IN QUALITY** TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE.* INSTALL DIGITAL THERMOSTAT. PLANS MUST BE REVIEWED BY A LICENSED A/C TECHNICIAN TO DETERMINE PROPER INSTALLATION OF VENTS, DUCTS, AND REQUIRED 2' X 2' A/C CHASE.

17. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

18. GENERAL NOTES.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR:

- YOUR BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EACH BDRM & LIVING ROOM. KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMITS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN **SECTION 23 GENERAL NOTES** OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY TRHOUGHOUT CONSTRUCTION PROCESS ***(demo to final inspection)***
- SHOWER ENTRANCES TO BE 36" WIDE
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

NAME OF APPLICANT

TIME TABLE

ACTIVITY	DATE(S)
Contract Signing	December 11, 2013
Demolition	December 21, 2013
Construction Start	December 23, 2013
Anticipated Draws	After 50% construction completion After 100% construction completion 30 days after construction completion
End Construction	March 21, 2014

BUDGET

	Total Cost
Pre-Development	$ 0.00
Acquisition	$ 0.00
Demolition	$ 3,000.00
Construction	$52,890.00
Other Costs:	$ 0.00
TOTAL PROJECT COSTS	$ 55,890.00

EXHIBIT "C"
SPECIAL CONDITIONS

None.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/9/2013

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	CONTACT NAME: Sylvia Briones, CISR
Bert Whisenant Insurance 816 East Hackberry Avenue McAllen TX 78501	PHONE (A/C, No, Ext): (956) 686-8323 FAX (A/C, No): (888) 512-2080 E-MAIL ADDRESS: SBriones@bwi-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Atlantic Casualty Ins Co.	
INSURER B: Commerce & Industry	
INSURER C: Texas Mutual Insurance Co.	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: A One Insulation, DBA: Raymundo Carrisales
1006 E Ferguson
Pharr TX 78577

COVERAGES **CERTIFICATE NUMBER:** CL1312900108 **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	X		L086804784	6/18/2013	6/18/2014	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
	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)	$ $ $ $
B	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			EBU066329856	11/22/2013	6/16/2014	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $
C	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	Y	SBP0001231365	12/2/2013	12/2/2014	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

Urban County Program
3304 W. Alberta Rd
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

B R. Whisenant, Jr/SL B.R. Whisenant, Jr.

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AI-41992 **Urban County 13. D.**

CC REGULAR

Meeting Date: 12/10/2013

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

Department: URBAN COUNTY

Information

CAPTION

Requesting approval of a program amendment for Hidalgo County Urban County Program for the City of Donna, the proposed program amendment is for the Fiscal Year 21 (2008) work plan. The Program Amendment will create a new street improvements project to allow for the construction of Victoria Road (from Business 83 to Sites Road), within the City of Donna boundaries.

BACKGROUND

A Public Hearing was held on September 19, 2013 at 6:00 P.M. at the Donna City Hall and citizen participation requirements have been met. The city then held meeting on December 3, 2013 to approve the amended Work Plan. The city of Donna proposed that the Victoria Street project be added to the existing street improvements work plan for fiscal year 21 (2008). These funds will be utilized in conjunction with Precinct No. 1 who will be the lead for the construction project. (See attached copy of Public Hearing Notice and Regular Meeting city minutes).

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/26/2013 03:20 PM
Purchasing Department	Monica Badillo	12/06/2013 04:57 PM

Form Started By: Mary Flores Started On: 11/26/2013 11:05 AM

Final Approval Date: 12/06/2013

City of Donna
The Heart of the Valley

Received
NOV 13 2013
OR

November 13, 2013

Guadalupe V. Garcia
UCP Coordinator II
Urban County Program
3304 West Alberta Road
Edinburg, Texas 78539

Re: Budget & Program Amendment for 2008 Water & Sewer Improvement Funds

Dear Mrs. Garcia,

This is to inform you that a public hearing for Budget & Program Amendment was held at a Special City Council meeting on September 19, 2013. At this time, the City of Donna would like to request that Urban County proceed with the process and request approval by Hidalgo County Commissioners Court for Budget & Program Amendment for the 2008 Water & Sewer Improvement funds in the amount of $26,975.77. These funds will be utilized by Hidalgo County Pct. #1 for Street Improvements project for Victoria Road.

If you have any questions or require additional information, you may contact my office at (956) 464-6917.

Sincerely,

Fernando Flores
Planning Director

CC: Oscar Ramirez, City Manager
Laura Balderrama, Planning/CDBG Coordinator
Jaime Garza, UCP Coordinator, Pct. #1

#10001069 – City of Donna - 95162122

THE MONITOR

PUBLISHER'S AFFIDAVIT

State of Texas
County of Hidalgo

SANDRA PEREZ, being duly sworn on his/her oath states that he/she is a Sales Representative of *THE MONITOR* and that the attached notice appeared in the following issues:

September 15, 2013

Subscribed and sworn to before me this the 23rd day of September A.D. 2013

Notary Public, Hidalgo County

Norma I Perez
My Commission Expires
09/22/2015

PUBLIC HEARING NOTICE
CITY OF DONNA

Published On: September 16, 2013

BUDGET & PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, City of Donna will conduct a Public Hearing to solicit input from interested parties on the City's proposed budget & program amendment to its Urban County Program, Year 21 (2008).

En cumplimiento de los requisitos Community Development Block Grant (CDBG), Ciudad de Donna llevará a cabo una audiencia pública para solicitar la opinión de las partes interesadas en la propuesta de modificación del por supuesto y programa de la Ciudad para su Programa Urbano del Condado de Hidalgo, año 21 (2008).

The Public Hearing will be held on, Thursday, September 19, 2013 at 6:00 P.M. at the City of Donna City Hall located at 307 S. 12th Street, Donna Texas 78537.

La Audiencia Pública se llevará a cabo en, Jueves, 19 de septiembre año 2013 a las 6:00 PM en la ciudad de Donna City Hall ubicado en 307 S. 12th Street, Donna de Texas 78537.

Existing	Year 21 (2008) Activities	Proposed
$ 26,975.77	Water/Sewer Improvements (-26,975.77)	$ 0.00
$ 0.00	Street Improvements (+26,975.77)	$26,975.77
$26,975.77	**TOTALS:**	**$26,975.77**

The proposed amendment will decrease the water/sewer improvements line item and increase the Street Improvements line item to include a new street improvements project. The city will allocate additional funding for Victoria Road for the reconstruction of Victoria Road from Business 83 to Sites Road (approximately 1 mile). The County Engineer will design and supervise the completion of the project accordingly. Construction may be provided by the county and city labor and equipment. Project will include but is not limited to: caliche base, paving materials, drainage, construction testing fees, advertisements and any other related appurtenances as it pertains to the completion of the project and its surrounding and abutting areas.

La enmienda propuesta disminuirá los fondos para alcantarillado mejoras rubro del agua y el aumento seria para la calle Mejoras para incluir un nuevo proyecto de mejoras de la calle. La ciudad va a destinar fondos adicionales para la reconstrucción de Victoria Road del Business 83 a Sites Road (aproximadamente 1 milla). El Ingeniero del Condado diseñar y supervisara la elaboración del proyecto correspondiente. La construcción puede ser proporcionada por el condado y la ciudad para la mano de obra y equipos. Proyecto incluirá, pero no se limitan a: Base de caliche, materiales de pavimentación, drenaje, honorarios de la prueba de construcción, anuncios y cualesquiera otras dependencias relacionadas en lo que respecta a la realización del proyecto y que está alrededor y áreas colindantes.

Accommodations for individuals with handicaps shall be provided upon request. Alojamiento para las personas con discapacidad se puede proporcionar a petición.

Las presentaciones se haran en espanol para aquellas personas que asi lo deseen.

For more information, please come by our office at:
Para obtener más información, por favor venga a nuestra oficina localicada: 3304 West Alberta Road., Edinburg, Texas 78539 or call (956) 787-8127.

Written comments may be forwarded to:
Los comentarios escritos pueden ser enviados a:
Mayor/Alcalde: David S. Simmons, City of Donna

AGENDA

NOTICE OF A
SPECIAL CITY COUNCIL MEETING
OF THE CITY OF DONNA
THURSDAY, SEPTEMBER 19, 2013 – 6:00 PM

Pursuant to Chapter 551, Title 5 of the Texas Government Code and Texas Open Meetings Act, notice is hereby given that the City Council of the City of Donna, Texas will convene a Special Meeting at City Hall located at 307 S. 12th Street, on **Thursday, September 19, 2013 at 6:00 pm** for the purpose of discussing the following items:

I. **Roll Call and establish quorum.**

II. **Presentation by Elvia Caballero Lopez on Governmental Relations proposal.**

III. **Public Hearing for the proposed Budget & Program Amendment for Urban County Program Year 21 (2008). CLOSE PUBLIC HEARING**

IV. **Consideration and possible action on Resolutions:**
- A. ***2013-30*** **Authorizing the opening of a bank account for the city's Accounts Payable transactions within the General Fund.**
- B. ***2013-31*** **Directing the Planning Director to prepare a Municipal Service Plan and set public hearings for the proposed annexation of Track IV and Track V.**
- C. ***2013-32*** **Annual Review of the City's Investment Policy.**
- D. ***2013-33*** **Opposing the Texas Dept. of Transportation "Highway Transfer Turnback Program" along with the Cities of San Juan, Pharr, Alamo, Weslaco, Mercedes & Edinburg.**

V. **Consideration and possible action on Amendment #3 to TXDOT'S Advance Funding Agreement (CSJ 0921-02-107) regarding the Donna-Rio Bravo International Border Crossing.**

VI. **Consideration and possible action on Ordinances:**
- A. ***F-2013-09-174*** **Adopting the City of Donna FY 2013-2014 Budget.**
- B. ***F-2013-09-175 Adopting the City of Donna 2013 Property Tax Rate***
- C. **P-2013-09-176 Approving Police Department TCLEOSE Certification pay.**

VII. **Executive Session as authorized by Chapter 551 of the Texas Government Code:**

Pursuant to Section 551.071, the City may convene in a closed, non-public meeting with its attorney and discuss any matters related to legal advice on pending or contemplated litigation, settlement offer, and/or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter. The City and its attorney may also discuss such issues with the appropriate staff so as to obtain

necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.072, the City may convene in a closed, non-public meeting to discuss any matters related to real property and deliberate the purchase, exchange, lease, or value of real property as such would be detrimental to negotiations between the City and a third party in an open meeting. The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.074, the City may convene in a closed, non-public meeting to discuss any matters related to appointment, employment, evaluation, reassignment, duties and discipline or dismissal of a public officer or employee and to hear any complaints or charges against an officer or employee. The City and its attorney may also discuss such issues with the appropriate staff including members so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.076, the City may convene in a closed, non-public meeting to discuss any matters on the deployment, or specific occasions for implementation, of security personnel or devices. The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.084, the City may convene in a closed, non-public meeting to discuss any matters involving an investigation and may exclude a witness from hearing during the examination of another witness in the investigation. The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.087, the City may convene in a closed, non-public meeting to (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1). The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Regular Session

VIII. Consideration and possible action, if necessary, on item(s) discussed in executive session.

IX. Adjourn.

I, the undersigned authority, do hereby certify that the above notice is a true and correct copy of said notice and that said notice was posted on the bulletin board and was also posted outside City of Donna City Hall, a place convenient and readily accessible to the general public at all times and said notice was posted on **Monday, September 16, 2013 at 5:00 p.m.** and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

WITNESS MY HAND AND SEAL, this **16th** day of **September 2013.**

Martha Alvarado

Martha Alvarado
City Secretary

CITY OF DONNA
DONNA, TEXAS

ACCESSIBILITY STATEMENT

The City Hall Building is wheelchair accessible; the entry ramp is located at the front and back of the building. Accessible parking spaces are also available in that area. Sign interpretative services for City Council Meetings must be made 48 hours in advance of the Council Meeting. Call the City Secretary's Office at (956) 464-3314 or TDD 1-800-735-2989.

City of Donna
The Heart of the Valley

STATE OF TEXAS

CERTIFICATION OF COPY
OF PUBLIC RECORD

CITY OF DONNA

Before me, the undersigned authority, personally appeared Martha Alvarado, who, being by me duly sworn deposed as follows:

My name is Martha Alvarado. I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated.

I am a custodian of the records of the City of Donna, Hidalgo County, Texas. Attached hereto is a copy of the minutes of the Donna City Council Special Meeting held on November 19, 2013. Said minutes will be presented for approval at the Regular City Council Meeting of December 3, 2013.

I further certify, in the performance of the functions of my office that said document is an official record from the public office of the City Secretary, City of Donna, Hidalgo County, Texas, and is public record, kept in said office and appear of record in said office.

In witness whereof, I have hereunto set my hand and affixed the official seal of said office this the 21st day of November 2013.

Martha Alvarado
Martha Alvarado
City Secretary

Sworn to and subscribed before me on the 21st day of November 2013.

ELIZABETH DELGADO
MY COMMISSION EXPIRES
December 15, 2014

Notary Public, State of Texas

My Commission Expires: December 15, 2014

307 S. 12th St. Donna, Texas 78537 (956) 464-3314 Fax (956) 464-9923

State of Texas
County of Hidalgo
City of Donna

Special Council Meeting
Tuesday 5:30 PM
November 19, 2013

On this the 19th day of November 2013 the Donna City Council convened in special session at City Hall located at 307 S. 12th Street with the following:

Present:	David Simmons	Mayor
	Jose G. Garza, Jr.	Mayor Pro-Tem
	Sonia Gallegos	Councilwoman
	Simon Sauceda	Councilman
	Irene Muñoz	Councilwoman
	Oscar E. Ramirez	City Manager
	Eddy Treviño	City Attorney
	Martha Alvarado	City Secretary
Absent:	None	

Others present were: Fernando Flores, Planning Director; Marga Lopez, Asst. Planning Director; David Vasquez, Finance Director; Greg Ayala, Grants & Community Dev. Manager; Elizabeth Boyce, Office Manager.

I. Roll Call and establish quorum.

City Secretary called roll and the aforementioned members of the City Council being present constituted a quorum at which time Mayor Simmons called the meeting to order.

II. Consideration and possible action on Resolutions:

A. 2013-40 directing the Planning Director to prepare a Municipal Service Plan and set public hearings for the proposed annexation of 2014 Tract I (2 Mile) and Tract IV (a).

RESOLUTION NO. 2013-40
Tract I (2 Mile) Mile 11-13 North on FM 493
Tract IV (a)-(1 Mile) 2 of 2 South on FM 493

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DONNA, TEXAS, SETTING THE DATES AND TIMES FOR PUBLIC HEARINGS REGARDING THE PROPOSED ANNEXATION OF APPROXIMATELY 376.97 ACRES OF LAND AND DIRECTING THE PLANNING DEPARTMENT TO PREPARE A PLAN OF SERVICES FOR SAID ANNEXATION.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DONNA, TEXAS:

Section 1. The City Council of the City of Donna hereby declares its intention to institute proceedings to annex to the City the territory generally described as 376.97 acres of land situated in Hidalgo County, Texas, and being out of the and made a part hereof by the passage of an ordinance of annexation extending the general corporate limits of the City of Donna for all purposes to include such territory. A map of such proposed annexation is attached hereto as Exhibit "A" and made a part hereof for all purposes.

Section 2. The City Council of the City of Donna hereby calls two (2) public hearings at which all interested persons shall have the right and opportunity to appear and be heard upon such proposal to annex the territory described above. The first public hearing shall be held in the

City Council Meeting Room, 307 S. 12th Street, Donna, Texas at 10:00 a.m. on December 18, 2013. The second public hearing shall be held at the City Council Meeting Room, 307 S. 12th Street, Donna, Texas, at 5:30 p.m. on December 18, 2013. The annexation proceeding, of which notice of intention to annex is given by this Resolution, shall be instituted not less than twenty (20) days nor more than forty (40) days subsequent to such public hearings.

Section 3. The City Secretary of the City of Donna is hereby directed to cause notices of such public hearings to be given by publication in a newspaper having general circulation within the City of Donna and within the territory proposed to be annexed, the publication of notice of each public hearing to be made at least once in such newspaper not more than twenty (20) days nor less than ten (10) days prior to the day of that public hearing.

Section 4. The Planning Department is hereby directed to cause to be prepared a service plan that provides for the extension of municipal services to the territory that is proposed to be annexed. The proposed service plan shall be made available for public inspection and shall be explained to the inhabitants of the territory at the public hearings called herein. Such service plan shall be prepared in accordance with the provisions of Chapter 43 of the Texas Local Government Code.

CONSIDERED, PASSED AND APPROVED on this **19th** day of **November 2013**, at a special meeting of the City Council of the City of Donna, at which a quorum was present and which was held in accordance with Chapter 551, Texas Government Code.

/s/ David S. Simmons
Mayor

Attest:
/s/ Martha Alvarado
City Secretary

City Manager informed Council this resolution would allow the Planning Department to begin the annexation process for approximately 376.97 acres of land identified as Tract I (2 Mile) and Tract IV (A). The resolution also sets the public hearings to take place on December 18, 2013. With no further comments, Councilwoman Muñoz motioned and Mayor Pro-Tem Garza seconded to approve Resolution 2013-40 as presented. The motion carried unanimously.

B. 2013-41 Accepting resignation and/or revocation of TIRZ #2 Board Members Place 2 and Place 4 and appointing new members.

RESOLUTION NO. 2013-41

A RESOLUTION IN ACCORDANCE WITH CHAPTER 311 OF THE TEXAS TAX CODE AND THE DONNA CODE OF ORDINANCES PROVIDING FOR THE CONFIRMATION OF APPOINTMENT FOR POSITIONS 2 AND 5 OF THE TAX INCREMENT REINVESTMENT ZONE NUMBER TWO BOARD OF DIRECTORS FOR THE CITY OF DONNA, TEXAS.

WHEREAS, Chapter 311 of the Tax Code provides for the creation of a Board of Directors to govern the Tax Increment Reinvestment Zone; and

WHEREAS, the City of Donna on May 14th, 2008, in Ordinance P-2008-05-64, created "Tax Increment Reinvestment Zone Number Two, City of Donna Texas"; and

WHEREAS, pursuant to §311.009(b) the Board of Directors consists of Nine (9) members, six members appointed by the City, one member appointed by the County, one member appointed by the state representative, and one appointed by the state senator; and

WHEREAS, Place 2 and Place 4 Board Members have resigned and/or agent status has been revoked and unexpired positions need to be filled;

WHEREAS, the City Council of the City of Donna, Texas, desires to confirm the recommended appointments of Place 2 and Place 4 Board Members.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DONNA, TEXAS THAT:

1. Terry Goss is hereby confirmed appointed as the Place 2 member of the City of Donna, Texas Tax Increment Reinvestment Zone Number Two. The term of office shall expire on May 14, 2014.
2. Nick Rhodes is hereby confirmed appointed as the Place 4 member of the City of Donna, Texas Tax Increment Reinvestment Zone Number Two. The term of office shall expire on May 14, 2014
3. It is hereby found and determined that the individuals being appointed have met the statutory requirements of §311.009 (e) (2)

PASSED, APPROVED and **ADOPTED** on this **19th** day of **November 2013.**

/s/ DAVID S. SIMMONS, Mayor

ATTEST:
/s/ MARTHA ALVARADO, City Secretary

REVIEWED FOR ADMINISTRATION:
/s/ OSCAR RAMIREZ, City Manager

REVIEWED AS TO FORM AND LEGALITY:
/s/ EDDY TREVINO, City Attorney

City Manager informed Council this resolution was to accept the resignation of two TIRZ #2 Board Members and to appoint their replacements. Recommendations were submitted for Place 2 and Place 4 as mentioned in the resolution. Councilwoman Muñoz asked how many members were on the Board. City Manager stated there were a total of nine members of which six are appointed by the City, one County appointee, one stare representative's office appointee and one state senator's office appointee. The board members serve a two year term but the members being recommended will finish the vacant terms that expire in May 2014. There being no further comments, Mayor Pro-Tem Garza motioned and Councilwoman Gallegos seconded to approve Resolution 2013-41 as presented. The motion carried unanimously.

C. **2013-42 Approving Donna Irrigation District's voluntary petition to extend the City of Donna's extraterritorial jurisdiction (ETJ).**

RESOLUTION 2013-42

A RESOLUTION OF THE CITY OF DONNA, TEXAS PROVIDING FOR THE EXPANSION OF EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF DONNA, TEXAS, THROUGH VOLUNTARY PETITION BY PROPERTY OWNER; THE TERRITORY FOR EXPANSION OF THE CITY'S ETJ IS CONTIGUOUS AND ADJACENT TO THE CURRENT BOUNDARY LIMITS OF THE CITY OF DONNA.

WHEREAS, the city of Donna, pursuant to Texas Local Government Code, Section 42.022 (b), desires to expand the city's ETJ to include a tract of land that is contiguous and adjacent to its present corporate boundaries; and

WHEREAS, on voluntary petition **"Exhibit A"** by the property owner(s), the following tract located in Donna, Texas, Hidalgo County, as shown in **"Exhibit B-1"** will expand the City of Donna ETJ; and

WHEREAS, on the **19th** of **November 2013,** the City of Donna heard the petition and the arguments for and against the expansion of the City of Donna ETJ pursuant to Section 42.022 (b) of the Texas Local Government Code.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DONNA, TEXAS:

SECTION I: The following real property and territory lying contiguous and adjacent to the current city limit boundaries is hereby added for expansion of the ETJ for the City of Donna, Texas.

SECTION 2: The real property shown in **"Exhibit B-1"** and with approval of the resolution shall expand and be part of the ETJ of the City of Donna, Texas.

SECTION 3: The City Engineer is hereby authorized and directed to revise the city maps so as to add thereto the expansion of the city's ETJ boundaries.

CONSIDERED, PASSED AND APPROVED on this **19th** day of **November 2013**, at a special meeting of the City Council of the City of Donna, at which a quorum was present and which was held in accordance with Chapter 551, Texas Government Code.

/s/ David S. Simmons
Mayor

Attest:
/s/ Martha Alvarado
City Secretary

City Manager stated the Donna Irrigation District had submitted a voluntary petition for the expansion of the city's extraterritorial jurisdiction. The item was approved by the Donna Irrigation District Board of Directors. With no further comments, Councilman Sauceda motioned and Mayor Pro-Tem Garza seconded to approve Resolution 2013-42 as presented. The motion carried unanimously.

III. Consideration and possible action on request by the Donna Band Boosters Club for street closure and waiver of fees for the use of the Donna Square Park for a fall festival on November 23, 2013.

City Manager stated the Donna Band Boosters Club had submitted a request for a waiver of the fees to use the Donna Square Park on November 23, 2013 to hold a fall festival fundraiser. The organization had initially requested authorization to close Main Street but had withdrawn that part of the request. They have decided to keep the festival within the park. They will have some assistance from the school district's police personnel. Public works department will be closing off the entrance and exit to the park for the safety of the attendees. With no further comments, Councilwoman Gallegos motioned and Councilwoman Muñoz seconded to approve the request by the Donna Band Boosters Club for waiver of fees for the use of the Donna Square Park for a fall festival on November 23, 2013. The motion carried unanimously.

IV. Consideration and possible action on Urban County Program Year 21 (2008) budget & program amendment.

City Manager informed Council that staff was requesting authorization to re-direct about $26,975.77 from the water & sewer line item to the street improvements line item. The funds would be utilized by Hidalgo County Precinct 1 in for the Victoria Road street improvements project. The street improvements would be made to Victoria Road from Bus. 83 to Stites Road. Some discussion was held in regards to extending the city's sewer services to that area but at this time, the city is not in the position to fund the sewer extension. With no further comments, Councilwoman Gallegos motioned and Councilwoman Muñoz seconded to approve the Urban County Program Year 21 (2008) budget amendment as presented. The motion carried unanimously.

V. Adjourn.

There being no further business, Councilman Sauceda motioned and Councilwoman Gallegos seconded to adjourn the meeting. The motion carried unanimously.

CERTIFICATION

These minutes of the Special Meeting of the City Council held November 19, 2013 were approved on the _____ day of _____ 2013.

Signed on this _____ day of _____ 2013.

_____
David S. Simmons
Mayor

Attest:

_____
Martha Alvarado
City Secretary

AI-41993 **Urban County 13. E.**

CC REGULAR

Meeting Date: 12/10/2013

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

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program on behalf of the Hidalgo County Precinct No. 3 is requesting approval of amendment to professional service agreement with Javier Hinojosa Engineering, to increase agreement in the amount of $7,200.00 utilizing CDBG FY (2008) Street Improvements project funds.

BACKGROUND

Javier Hinojosa Engineering submitted an amendment request for professional architectural services contract for Mile 2 (FM 492 to La Homa) street improvements project. The amendment will allow for the preparation of parcel maps, metes and bounds for the acquisition of right of ways for the street improvements. Property will not be purchased it will be donated by the Hidalgo County Irrigation District #6. (Attached for review is amended Professional Services Agreement and Exhibit A-1)

Available Funds: $10,230.00 (2008-STREET IMPROVEMENTS)

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/26/2013 03:20 PM
Purchasing Department	Monica Badillo	12/06/2013 04:57 PM

Form Started By: Mary Flores Started On: 11/26/2013 11:10 AM

Final Approval Date: 12/06/2013

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

Joe M. Flores
County Commissioner Pct. No. 3

November 15, 2013

Diana Serna, Director
Urban County Program
c/o Lupita Garcia, Program Coordinator
1916 Tesoro Blvd.
Pharr, Texas 78577

Dear Ms. Serna:

Please amend the contract with Javier Hinojosa Engineering on the 2 Mile Line from 492 to La Homa Road. Attached is the request letter for additional services needed to continue and complete this project, the fee is $7,200.00. Please utilize the Precinct #3 Urban County street line item funds.

Should you need additional information, please do not hesitate to contact my office.

Sincerely,

Joe M. Flores, Commissioner
Hidalgo County Precinct #3

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

NOV 19 2013

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588 • Fax: (956) 994-8102
javhin@rgv.rr.com
TBPE FIRM NO. F-1295

November 14, 2013

Commissioner Joe M. Flores
Hidalgo County Precinct 3
724 N. Breyfogle
Mission, Texas 78572

Re: Mile 2 North Paving Improvements (La Homa Road to FM 492)

Dear Commissioner Flores,

This letter is sent to you as our request for additional services for the Mile 2 North Paving project. These additional services are for preparation of parcel maps and metes and bounds descriptions for canal right of way owned by H.C.I.D. No. 6 along the north side of Mile 2 from La Homa Road to FM 492. In constructing the paving improvements for Mile 2 it is necessary to encroach into the H.C.I.D. No. 6 canal right of way due to the lack of sufficient right of way existing for Mile 2. A total of four parcels is necessary for this project and are in sections between FM 492 / E. Goodwin Road, E. Goodwin Road /Minnesota Road, Minnesota Road / Bentsen Palm Drive and Bentsen Palm Drive /La Homa Road. Our fee for these additional services is a total of $7,200.00.

If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN HIDALGO COUNTY PRECINCT NO. 3
AND
JAVIER HINOJOSA ENGINEERING

This **AMENDMENT** to the AGREEMENT is made this **10th day of December, 2013** by and between **HIDALGO COUNTY, TEXAS** (the "COUNTY") and **JAVIER HINOJOSA ENGINEERING,** (the "ENGINEER").

WHEREAS, Engineer and County entered into a Professional Services Agreement dated April 20th, 2010 by and between Hidalgo County and Javier Hinojosa Engineering for Hidalgo County for Engineering Services (the "Agreement");

WHEREAS, Hidalgo County has received funds from the Community Development Block Grant (CDBG) to be used for the completion of project which is the subject of the Agreement;

WHEREAS, the agreement now requires an amendment in order to add additional services of ENGINEER to incorporate fees associated with the preparation of parcel maps and metes and bounds descriptions for canal right-of-way owned by H.C.I.D. No.6 along the north side of Mile 2;

WHEREAS, the parties desire to amend the Agreement as herein provided;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Engineer hereby agree to the following amendment to the Agreement:

1. Exhibit A of the Agreement is amended by the addition of Exhibit A-1, a copy of which is attached hereto as Exhibit A-1 to this First Amendment to the Professional Service Agreement.

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and Engineer and County ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

COUNTY OF HIDALGO URBAN COUNTY PROGRAM:

_____
Diana R. Serna, UCP Director

WITNESS:

_____

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, L.L.P.
By: Stephen L. Crain on: 11-25-2013

APPROVED BY COMMISSIONERS COURT: _____

EXHIBIT A-1
SCOPE OF SERVICES (ADDITIONAL SERVICES)
HIDALGO COUNTY PRECINCT NO. 3 PAVING IMPROVEMENTS
MILE 2 ROAD (LA HOMA ROAD TO FM 492)
PREPARED BY: JAVIER HINOJOSA ENGINEERING

Hidalgo County Precinct No. 3 proposes to construct paving improvements along Mile 2 from La Homa Road to FM 492. In the course of the construction of the paving improvements a need for additional services has arisen to include the acquisition of right of way from Hidalgo County Irrigation No. 6. These service will entail the preparation of survey parcel maps and metes and bounds descriptions for the needed acquisition. A total of 4 parcels will be prepared.

Additional Services Amount: $7,200.00
(4 parcels @ $1,800.00 per parcel)

Project Tasks

TASK I – SURVEY

Necessary field information will be developed by field surveys. Record plans will be used as a guide for the survey work and for the analysis for the additional right of ways required. The properties needed for acquisition will be marked in the field with iron rods.

TASK II – PREPAREATION OF PARACEL MAPS AND METES AND BOUNDS

This task will involve the drafting of the parcel maps based on field information provided in Task I. In addition metes and bounds description will be developed for each parcel.

Prepared By:

11/22/13

Javier Hinojosa Engineering
By: Javier Hinojosa, P.E.

AI-42070 **Urban County 13. F.**

CC REGULAR

Meeting Date: 12/10/2013

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

Department: URBAN COUNTY

Information

CAPTION

Requesting authorization to dispose of Community Development Block Grant records for Program Years 1987 thru 2008

BACKGROUND

The Urban County Program wishes to have the boxes listed on Exhibit "A" disposed of.
Federal regulations governing record retention require that records be maintained for 4 years from the date of submission of the grantee's CAPER in which the specific activity is reported for the last time (date of close-out). The records to be disposed of include Administration, CDBG and Financial file records.

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/04/2013 01:59 PM
Purchasing Department	Monica Badillo	12/06/2013 04:57 PM

Form Started By: Mary Flores Started On: 12/04/2013 01:30 PM

Final Approval Date: 12/06/2013

CDBG Division

City/Precinct	*Activity Description*	*Year*
Weslaco		
Box #7	Boys & Girls Club	2004
	Youth Services (Cancelled)	2004
	Senior Services-Sr. Community Outreach	2004
	Senior Services- Foster Grandparent Program	2004
	Public Service Library	2004
	Boys & Girls Club	2005
	Senior Services-Sr. Community Outreach	2005
	Code Enforcement	2005
	Street Improvements	2005
	Senior Services-Foster Grandparent Program	2005
Weslaco	Public Facility Improvements	2002
Box #8 Large	Public Facility Improvements	2003
	Parks, Recreational Facility Improvements	2004
	Parks, Recreational Facility Improvements	2004
Box 1 Kept Files 2012	Alton Water/Sewer	2001
	Edcouch Street Improvements	2004
	La Joya Senior Services	2004
	La Joya Youth Services	2004
	La Joya Fire Station	2004
	Palmview Parks, Recreational Facility Improvments	1999
	Palmview Parks, Recreational Facility Improvments	2003
	Palmview Youth Services	2003
	Palmview Parks, Recreational Facility Improvments	2001
	Precinct No. 1 Six Youth Services Files	2001
Box#3- Kept files 2012	Donna Water/Sewer Improvements	1999
	Donna Water/Sewer Improvements	2000

	Donna Water/Sewer Improvements	2001
	Donna Water/Sewer Improvements	2002
	Donna Water/Sewer Improvements	2003
	Donna Water/Sewer Improvements	2004
	Precinct No. 4-Street Improvements	2003
	Precinct No. 4-Street Improvements	2003
	Precinct No. 4-Street Improvements	2003
	Precinct No. 4-Street Improvements	2003
	Precinct No. 4-Street Improvements	2003
Box#4 Kept files 2012	Granjeno General Administration	2006
	Granjeno Fire Station	2006
	Granjeno Parks, Recreational Facility	2006
	Granjeno Parks, Recreational Facility	2003
	Progreso Street Improvements	2002
	Progreso Street Improvements	2004
	Progreso General Administration	2003
	San Juan Street Improvements	1999
	San Juan Street Improvements	2000
	Precinct No. 1- Street Improvements	2002
	Precinct No. 1- Street Improvements	2001
	Precinct No. 4-Street Improvements	2001
Box#5 Kept files 2012	Alamo Parks, Recreational Facility Improvements	2003
	Alamo Neighborhood Facility	2003
	Alamo Water/Sewer Improvements	2004
	Alamo Neighborhood Facility	2004
	Alamo Street Improvemetns	2004
	Progreso Street Improvements	2004
	Edcouch Fire Station Equipment	2002
	Precinct No. 3 Street Improvements	1999
	Precinct No. 4 Street Improvements	2001
CDBG Admin. Box#2	Workplan Binders -duplicate	2008
	Workplan Binders -duplicate	2005
	Workplan Binders -duplicate	2003
	Workplan Binders -duplicate	2003
	Consolidated Plan Binder - duplicate	2003
	Workplan Binders -duplicate	2006
	Annual Action Plan - duplicate	2007/2008

	Workplan Binders -duplicate	2007
CDBG Admin. Box#3	Workplan Binders	2004
	Workplan Binders	2005
	Workplan Binders	2006
	La Joya Workplan Files	2000-2002
	Workplan Binders	2009
	Annual Action Plan Binder	2006/2007
	Caper Binder	2007
	CDBG Manual	2005
	Caper Binder	2000/2001
	Community 20/20 Manual	2000
	Workplan Binders	2003
CDBG Admin. Box#4	Consolidated Plan Binder	2001
	Consolidated Plan Binder	1999
	Workplan Binder	2004
	Colonia Reference Manual	1993
	Caper Binder	2002
	Consolidated Plan Binder	2001
	Consolidated Plan Binder	2002
	3 Amigos Videos	
	El Paso County Water Control Manual	
	Consolidated Plan Binder	2003
	Palmview Subdivision Standards (Copy)	

URBAN COUNTY PROGRAM– FINANCE DIVISION
DONNA STORAGE BOXES
TO BE DISPOSED

1	2005	A/P B#1131-1137, V #32946-33125
2	03-06	PERSONNEL FILES A-Z
3	2003	A/P B#1083-1092
4	2005	A/P B#1124-1130, V#32775-32946
5	2003-2004	A/P B#1000-1011
6	2005	A/P B#1138-1147, V#33126-33359
7	2004	A/P B#1025-1033
8	2004	AUDIT WORKPAPERS
9	2005	A/P B#1116-1123
10	1997-2000	FEDERAL PAYROLL REPORTS
11	2004	A/P B#1056-1065
12	1998-2001	CONSOLIDATED PLAN, IDIS MANUAL REFERENCE
13	2004	A/P B#1042-1045, V#30735-30882
14	2003	A/P B#937-946, V#28478-28689
15		TERMINATED EMPLOYEES
16		TERMINATED EMPLOYEES
17	98-00	IDIS REPORTS & TRIAL BALANCE
18	2005	A/P B#1103-1108
19		CHECKS & AFW MANUALS (CHECKS 2001-2003/FILE COPY)
20	2005	A/P B#1109-1115
21	2006	FNB CHECKS DUPLICATIONS
22	2001-2004	RETIREMENT PLAN
23		TERMINATED EMPLOYEES
24	2004	A/P B#1034-1041, V#30528-30734
25		PAYROLL PERSONNEL N-Z
26	1993-1999	ANNUAL REPORTS
27	2005	CASH ON HAND
28	2006-2007	EXPENDITURE REPORTS
29	2004	A/P B#1012-1024
30	2000-2005	ANNUAL REPORTS
31	2004	JOURNAL ENTRIES & BANK RECONCILIATIONS
32	2004	A/P B#1066-1073
33	2005	A/P B#1148-1155, V#33360-33589
34		HWFC WELLS FARGO STATEMENTS
35	2005	A/P B#1093-1102
36	2004	A/P B#1074-1082
37	2005	A/P B#1156-1162, V#33590-33807
38		HWF WELLS FARGO STATEMENTS
39	2005	JOURNAL ENTRIES & BANK RECONCILIATIONS
40		PAYROLL PERSONNEL A-M
41	2001-2004	AUDIT WORKPAPERS, 1099'S, TRIAL BALANCE
42	2004	CASH ON HAND, INVOICE SUMMARY, PO'S
43	2007	PAYROLL JOURNALS
44	2004	A/P B#1046-1055

ADMINISTRATION
BOXED FILES

OK

BOX #	DESCRIPTION	YEAR	
2	The Monitor Advertisements & Articles	2002	
2	The Monitor Advertisements & Articles	2003	
2	The Monitor Advertisements & Articles	2004	
2	The Monitor Advertisements & Articles	2005	
2	The Monitor Advertisements & Articles	2006	
2	The Monitor Advertisements & Articles	2007	
4	Allocation 1998 - 2005 Budget Amendment 2000 - 2001	2005	
4	Budget Forecast	1998	
4	Budget Forecast	1999	
4	Budget Forecast	2000	
4	Administration Agenda Items	2001	
4	Advertisement File	2000	
4	Affordable Housing Magazines	2002	
4	Affirmative Fair Housing Marketing Plan	2002	
4	HC Agriculture Development Corporation	1988	
4	Amending Budget Procedures	1991	
4	Allocations UCP	1991-1993	
4	Allocations UCP	1991-1992	
4	UCP Administration Budget	1995	
4	Grant Agreement & Funding Approval CDBG Home	1996	
4	HCWDB Colonia Consultants	1996	
4	TWDB Subdivisions Regulations Correspondence	1993	
4	EPA Project CWTAP Work Plan	1993	
4	Grant Agreement & Funding Approval CDBG & Home	1996	
4	County wide CDBG Budget	1995-1998	
4	Grant Agreement & Funding Approval CDBG & HOME	1997	
4	Budget Amendment Countywide	1997	
4	UCP Year 10 Allocation	1997-1998	
4	UCP Year 11 Allocation	1998	
4	UCP Administrative Budget	1997-1988	
4	UCP Administrative Budget	1998-1999	
4	FY 1993 CDBG Entitlement	1993-1994	
4	Funding Approval and Grant Agreement	1993	
4	Asset Transfer Agreement HC UCP City of Pharr	1993	
4	Funding Approval and Grant Agreement	1994	
4	Fiscal Year CDBG Entitlement Program Allocation & Statement Subm	1994	
4	CPS Strategy Calendar	1999	
4	CPS One Year Action Plan	1999	
4	Alton UCP Program Policies and Procedures	1999	
4	Apartments El Patrimonio Apartments	1999	
4	Apartments La Estrella, Pharr, Texas	2002	
4	Apartments Pueblo de Vida, Weslaco, Texas	2002	
4	Apartments Valley View Apartments	2001	
4	Apartments La Estancia Apartments	2001	
4	Application for HUD Colonia Initiatives Funding	1999	
4	Articles of Incorporation of HC UCP Conference	1997	
4	Internal Audit Hidalgo County Auditor	1999-2000	
4	CDBG Internal Audit on Compliance of the CDBG Program	2000	
4	Year End Request for Information by Indep. Auditors	2000	
4	Antonio Barbosa Rehabilitation Case Referred by Con. R. Hinojosa	2001	
4	Budget Amendments Forms	1990	
4	CAPER	1996	
4	CAPER	1999	
4	Certification of Consistency with Comp Housing Affordability	1995	
4	Certification of Consistency with Consolidated Plan	1996	
4	Certification of Consistency with Consolidated Plan	1997	
4	Certification of Consistency with Consolidated Plan	1998	
4	Certification of Consistency with Consolidated Plan	1999	
4	Certification of Consistency with Consolidated Plan	2000	
4	Certification of Consistency with Consolidated Plan	2001	
4	Amancio Garza - Letter of Concern - HOME Termites	2000	
4	Certification of Consistency with the Consolidated Plan	2002	
4	Citizen Complaint	1999	

ADMINISTRATION
BOXED FILES

BOX #	DESCRIPTION	YEAR	
4	Mothers and Families of the Colonias del Valle Complaint	1999	
4	City of Palmhurst - Request for Information	2001	
4	Colonia Comprehensive Program Planning Project	2001	
4	TCBP Network Group Colonia Initiatives Program	2001	
4	Community Action Council of South Texas Jorge A Zamora	2001	
4	Complaint - City of Alton - Elisa Olivo	2000	
4	Complaint - from Avance - Regarding Public Hearing	2000	
4	Complaint - Gilbert Reyna	2001	
4	Consultants	2002	
4	Housing Authority of the County of Hidalgo, Continuum of Care	2000	
4	Contracts Agreements	1999	
4	Contract Green Valley Estates Partners LTD	1999	
4	CPS 2002 Action Plan	2002	
4	Uniform Administrative Requirements for Grants and Agreements	1999	
4	Development of Housing Corporations of Hidalgo County	2001	
4	Environmental Summary - City of Elsa - Clearance & Demolition	2001	
4	HVM Elsa II, LTD Site Survey Map	1997	
4	Freezing of Urban County funds	1997	
4	EPA's Regulatory Reinvention Report Reinventing Envir. Regulations	1995	
4	Grant Agreement Performance Report	1994	
4	Grantee Performance Report	1995	
5A	Chase Bank Statements - Hidalgo Co. Housing Finance Corp., Valley Mortgage Co.	1997-2001	
5A	Family Loan Applications with Valley Mortgage C.	1997-2001	
5B	File -1 Personnel Files		
5B	Magdalena Cazares/Arturo Granados/Linda Sandoval		
5B	File -2 Home		
5B	Forms & Documents/Organ. Chart/Annual Housing Rept.		
5B	File - 3 Urban County Prog.		
5B	Organizational Chart/Employee Reviews/TONYA Analysis		
5B	Misc. Notes & Memos/Budget Wages		
5B	File -4 Interlocal Agreement		
5B	CDBG Contracts/Coop. Agreement Cities November	2000	
5B	File -5 HUD County Participants		
5B	File -6 Community Dev. Adv. Council Meeting February 8, 2001	2001	
5B	Comm Devel. Council Meeting CityOfMission	1/25/1990	
5B	File- 7 Hidalgo/Willacy Finc. Corp.		
5B	TEFRA Hearing/Resolutions/Agenda/Bonds/Articles of Incorp & By Law		
5B	& Miscellaneous		
5B	File 8 - City of Granjeno		
5B	Misc. Memos/Funds		
5B	File 9- CDBG Proposed 2001 / Proposed Allocations	2001	
5B	File 10- Housing Auth City of Houston		
5B	File 11- Proposed Budget	2001-2002	
7	Video: "Perc Rite" Waste Water System, Inc. (404)921-0022 (800)828-9045	Video	
7	Hidalgo County MPO LRGVDC Memo Policy Committee Meeting Nov 24,1998	Binder	
7	Hidalgo County MPO LRGVDC Memo Policy Committee Meeting Nov 24,1998	Binder	
7	Match Frame Post Prod. Project May23,1994/Partnering Workshop/Wastewater	Video	
7	Wastewater System, Inc. Evaluation of Hydraulic Loading/PercRite System	*Jul-94*	
7	WWS: Design Guidelines & Manual/Process Desc Large Flows/Comm./Central		
7	Rio Grande Valley Regional Mobility Plan/TXDOT Proj Devl Plan 1994/Exhibit A	*Sept. 1996*	
7	MPO Resolutions 94-5 Amendments to F494 TIP COPY	*Feb. 22, 1994*	
7	MPO Transit Study/Expectations of Needs assessment Study		
7	HC Metropolitan Planning Organization Mngt System Report	*Summer 1995*	
7	Regional Mobility Taskforce/Executive summary/Memo/LocalRoadwaysCOE	*Sept. 1991*	
7	Map/Draft/Dec18,1991/Pharr District/PlanUpdateInfrastructureAnalysis	1991	
7	MPO Transportations Planning Director Resumes for employees/Memo		
7	National highway System/Map/Correspondence/		
7	TXDOT Public Hearing Oct27,1994/AustinTX/Testimony/Project Process/Agenda	1994	
7	TXDOT PublicHearingAirports/Conference Report/FacilitiesPlanRegions/Statement	*Apr-93*	
7	MPO Technical Committee by laws/Letter/Memo/Advisory Statements Principals	*7-Sep-95*	
7	LRGVDC/PuttingThePiecesTogetherNewsletter(English&Spanish) Vol.4No.1	*Spring 1998*	
7	PharrEconomicDevlCorp/InterlocalAgreementsI-69Project/AgendaItems07/01/1997	*Feb. 1998*	
7	Invoices/Correspondence/Recipients/		

ADMINISTRATION
BOXED FILES

BOX #	DESCRIPTION	YEAR	
7	HC MetropolitanPlannOrgn.Meeting/LRGVDCOffice/SystemReportSummer1997	*Jan 6,1998*	
7	I-69 Project/AllianceforInterstate69Texas/Certificate/FaxedMemos/Index/	*Jan-97*	
7	Issues affecting the Development of I-69/ExecutiveSummary/Faxed Recipient/Manual	*1995*	
7	Alliance for Interstate 69 Membership 1997/Corresp./Memo/RoutingSlip/Invoice	*Sept. 1997*	
7	I69 Initiative Meeting/Nov 6,7,8 at SPI,Tx/Step21 Principals/Rodney Slater Hwy Admin	*6/1/1996*	
7	letter of Confirmation for meeting/Invitation for guests/		
7	I69 Initiative Meeting/March18,1997@Terminal C of Houston Inter. Airport	*Mar-97*	
7	Accomplishments 94-98/BoardofDirectors/ReauthorizationArticles/ItineraryDirector	*1994 - 1998*	
7	Alliance for I69 Texas Correspondence/FaxIncomingCorresp./MeetingInvitation/	*Oct-96*	
7	I69 Project /Events Ads/ Meeting free trade/ Memo/ Annual State Meetings/ Contents	*1996*	
7	Contents/Committee/Allianceforl-69/		
7	SouthTxBorderPartnershipMeeting/Feb26,1998/Edinburg,TX/Memo/	*1998*	
7	SouthTexasBorderPartnershipMeeting/Nov18,1996/Pharr,Tx/Revised Memo	*1996*	
7	SouthTexas Border Partnership/Recipient/Status Report		
7	I69 Fiscal Notes		
7	I69 General Correspondence/Memos/Faxes/Provisions Equity Act	*1998*	
7	Metropolitan Planning Organization/COPharrletter/COWeslacoMemo/Agenda/		
7	Federal Legislation/StateLegislation/Local MPO ByLaws/Metropolitan Planning Orgnz.		
7	Amendment#1 (change) /Traffic Impv. Plan/Unified Work Plan/Misc/CO Pharr Interview		
7	Feb.23,1994Us/281 International Bridge Manual/	*1994*	
7	MPO Long RangePlan/LRGVDC Memo Traffic Area Zone/Sample Request/Working Draft	*Oct. 2, 1996*	
7	HCMPO_Pavement Condition Data Coll & Mgmt Implementation/Demonstration Program		
7	Disk/MPO Opportunity to Participate Letter		
7	MPO Transit Study Meeting May22,1996 Conference Room/MPOBLDG/LRGVDC Memo	*5/22/1996*	
7	Charts & Graphs/SystemPlans/IndexSurvey/		
7	HC Thorough fare Plan Study/Agenda/PublicMeeting/Introduction/SummaryReport/	*Feb.3,1995*	
7	Memo/Table Standards/Chart/Maps/		
7	Pavement Mgmt System/LRGVDC Memo & Routing Slip/Table of Contents/Proposal	*Oct.11,1995*	
7	FTA/FHWA Certification/HC Metropolitan Planning Organization&TxDot/	*Jan.25,1996*	
7	HigherEducationTransitStudy/ LRGVDCDraftFinalReport/MPOPhase2Study	*12-Jun-95*	
7	UnifiedRioGrandeValleyRegionalMobilityPlan2016/Memo/Meeting/Manual Booklet	*Nov 20,1996*	
7	HighwayFunctionalClassification(Concepts,Criteria&Procedures)Manual Revsd.	*Mar-89*	
7	Transp.BriefingSession/McAllenEconomicDevelopmentCorporation/TradeZone	*Jan. 27, 1997*	
7	RioGrandeValleyRegionalMobilityTaskForceEconomicDevelopmentProgramAgreement	*1997*	
7	HC MPO Resolution Budget Amendment Memo/Resoultion/Contents 6/25&7/02	*1996*	
7	RGV MobilityPlan/ Reception/Agenda Request & Backup/Memo/ProposedBudget	*Oct-96*	
7	PavementMngtSystemInterviews/LRGVDC/McallenTx/Memo	*10-Jan-96*	
7	MPO TownHall PublicHearing/EdinburgAuditorium/Edinburg,TX/Meeting	*29-Feb-96*	
7	Examining Congestion Pricing Implementation Issues/Maps/Graphs/Charts/	*No.6 Dec1992*	
7	Transit For Phase II Implementation LRGVDC/MeetingNotice	*26-Jan-98*	
8	TAX ABATEMENT PANASONIC SERVICES COMPANY UNIT OF MATSUSHITA ELECTRIC CORPORATION	2000	To Judge's Office
8	Inland Container Corporation	1990	To Judge's Office
8	Abasto Corporation	1992	To Judge's Office
8	Orchid Mfg. McAllen, Inc.	1995	To Judge's Office
8	MNCH Holdings Inc. / L&L Mfg. Co. of California	1997	To Judge's Office
8	American National Power Inc.	1998	To Judge's Office
8	ATS Precision Components Texas, Inc.	1999	To Judge's Office
8	TAX ABATEMENT Agreement between Hidalgo County and Matsushita Real Estate Corporation of	3/13/2000	To Judge's Office
8	CCC agenda - Caption: Approval of an order designating certain real property within the	3/13/2000	To Judge's Office
8	CCC agenda - Caption: Approval of an agreement between County of Hidalgo and Matsushita Real	3/13/2000	To Judge's Office
8	An Order Designating Certain Real Property within unincorporated Hidalgo County as a reinvestment	3/13/2000	To Judge's Office
8	Memorandum from Office of Hidalgo County Judge (Eloy Pulido) requesting a Tax Abatement copy	10/25/2000	To Judge's Office
8	Fax from Keith A. Patridge (McAllen Economic Development) to Betty Castro (UCP secretary)	3/3/2000	To Judge's Office
8	Letter faxed from MRECA Matsushita Real Estate Corporation of America indicating that Mitsuo	3/2/2000	To Judge's Office
8	Copy of Advertisement in the Monitor Newspaper "Notice to Intention to Designate a reinvestment	3/11/2000	To Judge's Office
8	CCC agenda - Caption: Public Hearing considering the passage of an Order Designation as a	3/13/2000	To Judge's Office
8	Letter to Taxing Entity: City of McAllen	3/6/2000	To Judge's Office
8	Letter to Taxing Entity: Sharyland ISD	3/6/2000	To Judge's Office
8	Establish a consolidated product renewal center in McAllen, TX indicating job listing and title		To Judge's Office
8	Panasonic Renewal facility, McAllen, TX	2/9/2000	To Judge's Office
8	Non-Annexation Agreement between: Panasonic services company unit of Matsushita Electric	2/4/2000	To Judge's Office
8	Tax Abatement checklist		To Judge's Office
8	Tax Abatement Forms and Guidelines Folder		To Judge's Office

ADMINISTRATION
BOXED FILES

BOX #	DESCRIPTION	YEAR	
8	Tax Abatement Agreements	blk forms	To Judge's Office
8	Tax Abatement Registry "Assigned, Modified or Cancelled Agreement"	blk forms	To Judge's Office
8	Enterprise Zone or Reinvestment Zone Registry	blk forms	To Judge's Office
8	Letter from Montalvo & Ramirez (Attorneys at Law) addressed to Anthony Covacevich (attached:	8/9/2000	To Judge's Office
8	Guidelines and Criteria for Granting Tax Abatements in Reinvestment and Enterprise Zones	8/22/2000	To Judge's Office
8	CCC Agenda: (Caption) Approval of Guidelines and Criteria for granting tax abatements to entities in	3/21/2000	To Judge's Office
8	Attached to agenda 3/21/2000: Guidelines for Criteria for Granting Tax Abatements in Reinvestment		To Judge's Office
8	Fax cover from Atlas & Hall, L.L. P. Attached is the draft of the Guidelines and Criteria for Granting	3/16/2000	To Judge's Office
8	CCC Agenda: (Caption) Approval of the amended Guidelines and Criteria for Granting Tax	3/31/1998	To Judge's Office
8	Tax Abatement Agreements prepared by Atlas & Hall, LLP (Attached: Guidelines and Criteria for	3/6/2000	To Judge's Office
8	Memo to J Edgar Ruiz, County Judge From: Anthony Covacevich Subject: Approval of Criteria and	9/9/1994	To Judge's Office
8	Resolution adopting Guidelines and Criteria for Granting Tax Abatement in Reinvestment and	9/27/1994	To Judge's Office
8	Letter from Atlas & Hall (McAllen) Tax Abatement Agreement Guidelines and Criteria	9/7/1994	To Judge's Office
8	Resolution adopting Guidelines and Criteria for Granting Tax Abatement in Reinvestment and	Aug-92	To Judge's Office
8	Tax Abatement Registry " New Agreement"	3/20/1998	To Judge's Office
8	Letter from Comptroller of Public Accounts addressed to Dr. Robert C . Schumacher, McAllen ISD	2/27/1998	To Judge's Office
8	State of Texas - Department of Commerce (Letter) regarding annual forms to report all new	3/14/1997	To Judge's Office
8	Letter from Comptroller of Public Accounts addressed to Renato A Cuellar , Hidalgo County Judge	3/4/1999	To Judge's Office
8	Letter from McAllen ISD addressed to Mr. Armando Barrera requesting that Mr. Barrera complete the	3/11/1998	To Judge's Office
8	Free port Exemption		To Judge's Office
8	2001 Abated Records	4/5/2001	To Judge's Office
8	Letter from County Judge office - Eloy Pulido addressed to Joe Garza, UCP Director requesting	9/19/2000	To Judge's Office
8	Tax Abatement American National Power Inc.	1998/1999	To Judge's Office
8	Application - Edinburg Energy Limited Partnership (company)	5/21/1998	To Judge's Office
8	Letter American National Power addressed to UCP submitting application	5/21/1998	To Judge's Office
8	CCC Agenda Item: Approval of an amendment to the Tax Abatement Agreement between County of	11/9/1998	To Judge's Office
8	CCC Agenda Item: Approval of an agreement between County of Hidalgo and Edinburg Energy	6/30/1998	To Judge's Office
8	Maps		To Judge's Office
8	CCC Agenda Item: Public hearing considering the passage of an order designation as a reinvestment	8/4/1998	To Judge's Office
8	Publisher's Affidavit (The Monitor) Notice to Intention to Designate a Reinvestment Zone in	6/26/1998	To Judge's Office
8	Copy of Advertisement in the Monitor Newspaper "Notice to Intention to Designate a Reinvestment	6/26/1998	To Judge's Office
8	Letters from UCP to Taxing Entities: City of Edinburg	11/4/1998	To Judge's Office
8	Letters from UCP to Taxing Entities: Edinburg ISD	11/4/1998	To Judge's Office
8	Incoming Correspondence from: American National Power	4/6/1999	To Judge's Office
8	TAX ABATEMENT ATS PRECISION COMPONENTS TEXAS, INC.	FOLDER	To Judge's Office
8	Tax Abatement Application: ATS Precision Components Texas, Inc.	8/27/1998	To Judge's Office
8	Hidalgo county Time Schedule for Reinvestment Zone Designation	8/4/1992 thru	To Judge's Office
8	CCC Agenda Item: Memo addressed to County Judge: Approval of a Resolution adopting	8/10/1992	To Judge's Office
8	Resolution: Adopting guidelines and criteria for granting tax abatement in reinvestment zones	8/10/1992	To Judge's Office
8	Newspaper Notice: Notice of Intention to Designate a reinvestment zone in unincorporated Hidalgo		To Judge's Office
8	An order adopting guideliens and criteria for granting tax abatement in a designated reinvestment		To Judge's Office
8	Plans		To Judge's Office
8	CCC Agenda Item: Approval of an agreement between County of Hidalgo and ATS Precision	1/26/1999	To Judge's Office
8	TAX Abatement Agreement with Hidalgo County and ATS Precision Components, Texas, Inc.	1/26/1999	To Judge's Office
8	CCC Agenda Item: Public hearing considering the passage of an order designation as a reinvestment	1/26/1999	To Judge's Office
8	The Monitor Publisher's Affidavit: Notice to Intention to designate a reinvestment zone in	1/23/1999	To Judge's Office
8	letter addressed from Urban County to Dr. Robert C. Schumacher (McAllen ISD) attachment is the	1/20/1999	To Judge's Office
8	Tax Abatement Agreement between Hidalgo County and ATS Precision Components Texas, Inc.	1/26/1999	To Judge's Office
8	Letter from County Judge office - Eloy Pulido -----RE: Tax Abatement Agreement on File with State	7/30/2001	To Judge's Office
8	*Incoming Correspondence - Misc.B11*		To Judge's Office
8	HIDALGO TAX ABATEMENT - MNCH HOLDINGS INC. AND L & L MFG. CO. OF CALIFORNIA	1997	To Judge's Office
8	TAX ABATEMENT AGREEMENT BETWeen Hidalgo County and MINCH HOLDINGS INC. (LESSOR) AND L	10/21/1997	To Judge's Office
8	SCI Development Services, Inc., Tax Abatement Agreement, Public Hearing Notice of Reinvestment	12/13/1999	To Judge's Office
8	CCC Agenda Public Hearing on an Order Designating certain real property within	10/21/1997	To Judge's Office
8	CCC Agenda Rescinding action taken on July 14, 1997 by CCC on the approval of a resolution and	9/16/1997	To Judge's Office
8	CCC Agenda: Approval of tax abatement agreement with SCI Development Services, inc. (Lessor)	10/21/1997	To Judge's Office
8	Letters by UCP to Taxing Enties: McAllen ISD	7/9/1997	To Judge's Office
8	Letters by UCP to Taxing Enties: City of Pharr	7/9/1997	To Judge's Office
8	Correspondence In (Misc) SCI Development Services, Inc.		To Judge's Office
8	Correspondence In (Misc) MNCH Holdings, Inc. and L & L CO. of California		To Judge's Office
8	Corresponence Out (Mis) SCI Development Services, Inc.		To Judge's Office
8	Correspondence Out (Misc) MNCH Holdings, Inc. and L & L CO. of California		To Judge's Office
8	TAX ABATEMENT - ORCHID MANUFACTURING MCALLEN, INC.	1995	To Judge's Office

ADMINISTRATION
BOXED FILES

BOX #	DESCRIPTION	YEAR	
8	APPLICATION BY ORCHID MANUFACTING MCALLEN, INC.	2/2/1995	To Judge's Office
8	CCC AGENDA: Approval of Tax Abatement Agreement with Orchid Manufacturing McAllen, Inc.	2/21/1995	To Judge's Office
8	Tax Abatement Agreement between Hidalgo County and Orchid Manufacturing McAllen, Inc.	2/28/1995	To Judge's Office
8	Letters to Taxing Entities: Hidalgo ISD	3/1/1995	To Judge's Office
8	Tax Abatement Registration: Orchid Manufacturing McAllen, Inc.	2/28/1995	To Judge's Office
8	Incoming Correspondence (Misc.)		To Judge's Office
8	Misc. (information on ORCHID)		To Judge's Office
8	TAX ABATEMENT - ABASTOS CORPORATION	1992	To Judge's Office
8	Tax Abartement Agreement between Hidalgo County and Abasto Corp.	8/18/1992	To Judge's Office
8	Maps and Specifications		To Judge's Office
8	CCC Agenda: Public Hearing for Designation of County Reinvestment Zone	8/18/1992	To Judge's Office
8	UCP Letter addressed to Montalvo & Ramirez Law firm	9/1/1992	To Judge's Office
8	CCC Agenda: Approval of Order Designation of Certain Property as an Re-Investment Zone	8/18/1992	To Judge's Office
8	An Order Designating Certain Real Property within unincorporated Hidalgo County as a reinvestment	8/18/1992	To Judge's Office
8	Letters to Taxing Entities: Hidalgo ISD and McAllen ISD	1/4/1993	To Judge's Office
8	Tax Abatement Registration: Abasto Corporation	9/18/1992	To Judge's Office
8	Incoming Correspondence (Misc)	1992	To Judge's Office
8	TAX ABATEMENT - INLAND CONTAINER CORPORATION	1990	To Judge's Office
8	Tax Abatement Agreement between Hidalgo County and Inland Container Corporation	10/25/1988	To Judge's Office
8	Resolution adopting Guidelines andCriteria for granting Tax Abatement in Reinvestment Zones	9/12/1988	To Judge's Office
8	Letters to Taxing Entities: City of Weslaco, City of Donna,	2/4/1991	To Judge's Office
8	Tax Abatement Registration: Inland Container Corporation	10/25/1988	To Judge's Office
8	Letter to Texas Department of Commerce submitting the 1990 Tax Abate Agreement Reporting Form	4/27/1990	To Judge's Office
8	Incoming memo from Texas Department of Commerce: Reinvestment Zone Registry	3/29/1990	To Judge's Office
8	Incoming Correspondence (misc)		To Judge's Office
8	Misc. (information on Inland Container Corporation)		To Judge's Office
9	Not Approved and Not Inititaled (HOME Agendas)	Some 1996 &	
9	Not Approved Initialed Copied of Agendas	1/2/1996 -	
9	Not Approved Initialed Copied of Agendas	1/2/1997 -	
9	Not Approved Initialed Copied of Agendas	7/29/1997 -	
9	NOTICE Agenda	1993	
9	NOTICE Agenda	1994	
9	NOTICE Agenda	1996	
9	NOTICE Agenda	1997	
10	Redistribution & Recapture Policy/AgendaJuly5,2000&Backup/Minutes/Memo		
10	Expenditure Ratio/FundingScheduleCDBG1995/CDBG2000-2002Allocations/		
10	MemoRecaptureFundsApril27,2000/Cities&PrecinctsBalancesJan31,2000/		
10	Redistribution & Recapture Policy/Requirements/FaxCoverSheetJune21,2000/		
10	RecapturePolicyfortheExpenditureCommunityDevl.BlockGrantFunds April5,2000		
11	FEB 16, 1994/ AFL-CIO INVESTMENT TRUST FUND/Review package of materials outlining our New	1994	
11	MARCH 9, 1994/Agriculture advisory committee meeting/Memo meeting of Task Force on sugarcane	1994	
11	AMERI CORP PROGRAM/ Zilpa Alvarado Resume/site survey/situation statement/site		
11	JULY 8, 1994/AREA HEALTH EDUCATION CENTER OF SOUTH TEXAS/ COPY OF 3RD ANNUAL Report of	1994	
11	JULY 31, 1995/House Bill 2726 passed on June 16, 1995/Memo which stated signed by Gov Bush/	1995	
11	JUNE 23, 1994/ 1994 Auditors Report/ Cortez & Company LLP combined balance sheet as of DEC 31,	1994	
11	Nov 15, 1995/Bank Enterprise Award Program/ 2 initiatives to assist new & existing Community Devl	1995	
11	HIDALGO COUNTY BOOT CAMP PROJECT/ RE Garcia & associates/Mayor Rudy DeLaVina/ Memo Joe	-	
11	JAN 15, 1992/BiNationalCommittee/Member List/discuss mutual problems on the Border/ Route for	1992	
11	JAN 6, 1995/Border 2000 Planning Grants Program/application for Federal Assistance/DEC 13,	1995	
11	FEB 1994/Border Environmental Coop Committee/ Texas center for Policy Studies/ Implementation	1994	
11	MAY 14, 1996/Draft Border XXI Framework Document/US Mexico Border XXI Program Summary of	1996	
11	JULY 17, 1996/Draft Border XXI Document BiNational Meeting/Agenda/Summary of Domestic	1996	
11	1992/ Border Enterprise Zones/Summary of Proposed Legislation/Enterprise Zone Update Manual/	1992	
11	BORDER INITIATIVES/ 2 recent proposals & attachments/GLO Memo 04/14/1993/Proposal for United	1993	
11	APRIL 27, 1993/ Border Low Income Housing Coalition enclosure/ revised draft of the Border Housing	1993	
11	1993 MEETING/BORDER WORKING GROUP "HOUSING & ECONOMIC DEVL INITATIVE"/ proposed	1993	
11	EPA The Brownfield's Economic Redevelopment Initiative/Application Guidelines Demonstration	1996	
11	DEC 20, 1994/ enclosed 2nd & 3rd year financial projections for Care en Casa prepared by Alan	1994	
11	CASA/ESL GED-COMPUTER/Fax Memo 4/22/1996 refer to Invest in future software/ Facsimile	1996	
11	FEB 7, 1997/ CHARTWELL INTEREST, INC/Multifamily Project Sources & Uses/ Booklet with Contents	1997	
11	1993 CHAS/ information requested from HC to comply w/CPD notices 93-02 for FY/Introduction &	1993	
11	8th ANNUAL URBAN COUNTY CONFERENCE ROSTER/ Speakers List / schedule times & date	-	
11	10th ANNUAL URBAN COUNTY CONFERENCE ROSTER/ SCHEDULE TIMES & DATES WITH	-	

ADMINISTRATION
BOXED FILES

BOX #	DESCRIPTION	YEAR	
11	March 1992/ Proposal Public/Private partnership program for Economic Devl & Affordable Housing in	1992	
11	Feb 22, 1995/Fax Memo: Texas Enterprise for Housing Devl Inc/Quote File Alton Colonia/TEHDI	1995	
11	Hidalgo County Affordable Housing Program Miscellanous	1990	
11	Hidalgo County Task Force - Affordable Housing	1990	
11	Cost Allocation Plan File - No Plan (but drafts of serveral guides: Procurement procedures, copies of		
11	Alton Colonia 1995 - News Article	1995	
11	Alton Disaster/ Assessment Report/ Damaging Rain/Wind)	-	
11	Correspondence to: Phil Gramm regarding: Approved Set Asides CDBG Allocation 1998/Oct	1998	
11	HR 3666 Appropriations for Dept of Veterans & Housing & Urban Development/Improvement of	1996	
11	BECC Project Criteria 1995/RE conference on Financing Environmental Infrastructure on the	1995	
11	Border Infrastructure Coalition Nov 1998/ Workforce Devl Report Legislative	1998	
11	Dec 10, 1998/ The DeLay Group, P.C. & Pharr Economic Devel Corp, Inc.Border Partnership	1998	
11	The Children's Christian Fund Inc/Aug 23, 1993/RE: certification that to our records following Colonias	1993	
11	Dec 14, 1989/ Agenda for CITA Board Meeting/ Job Descriptions/ Financial Section/ Purpose, Goals,	1989-1992	
11	Jan 1995/ Citizen Participation Plan/Memorandum Approval & Adoption of Consolidated Plan Citizen	1995-1996	
11	Revised July 1990/ Citizen Participation Plan 1998Colonia Fund Program Tentative citizen	1998	
11	1996 Comprehensive Planning Strategy Citizens Summary Report/ Nov 12,	1996-1997	
11	Mar 01, 1994/ FY 1193 CHAS Annual Performance Report/ FY 1994 CHAS	1994-1994	
11	annual Plan/Annual Performance Report 1993 Revisions/ FY 93 Reporting Period/Home Program FY	1993	
11	CHAS Workshop 07/16/1993/Attendance Roster/ 1994 Housing Needs & Resources Survey/CHAS	1994	
11	1993 / City's of Penitas, Granjeno, & Progreso/	1993	
11	Jan 10, 1997/ City Staff Consultation/ Orientation Consolidated Plan Update/ UCP Office/	1997	
11	Jan 12, 1998/ City Staff Orientation Meeting Manual/ Consolidated Plan Update UCP Conference	1998	
11	April 24, 1995/ UTPA for Entrepreneurship and Economic Devl submitting applications for Colonias	1995	
11	Colonias Set Aside Programs/ Feb 14, 1996 Letter Maguirre Zinni to inquire the Colonia problem at	1996	
11	Nov 20, 1996/ Colonia Training Project A Collaborative Effort Between the Urban County Program &	1996	
11	Nov 19, 1996/ Hidalgo & Willacy County Office of Employment & Training/ RE: Colonia Training	1996	
11	Jan 5, 1994/ RE: Letter working with three potential project sites contract with HUD/ The	1994	
11	July 17, 1995/ Community Development Partner copy of Consolidated Annual Report to congress on	1994	
11	Hidalgo County COPC June 17, 1994/ RE: Proposed Medical Clinic For Hidalgo County/ Map/ Table	1994	
11	March 1993/ Annual Report to Congress on Community Planning & Devl Affordable Housing	1993	
11	CDBG Community Reinvestment Act Information/ Dec 29, 1989 RE: Proposed Guidelines for	1989	
11	Community Resource Group Position Paper on Proposed Texas Water Commission Water Utility	-	
11	May 18, 1994/ Community Resource Group Proposal/ Survey of Colonia Residents in Hidalgo County/	1994	
11	Compliance Manual/ July 1988/ Community Devl Block Grant Program Preface Citizen Participation	1988	
11	Colonia Information/ Colonia Water & Wastewater Projects Status as of Feb 1999 Manual/ Colonia's	1995	
11	New CDBS Programs Contents Listings/ TWDB 1995/ Bordering the Future TC Public Accounts/	1995	
11	Nov 17, 1994/ information presented at the Annual Conference of the National Assoc of housing	1994	
11	July 13, 1992/ enclosed list of Colonias iwht # of lots, estimated population and area included/	1992	
12	NCDA Annual Conference / Washington, D.C. / June 1st thru June 5th	1999	
12	Texas Rural Water Association Public Funds Investments Act Training / June 15th & 16th / San	1999	
12	Delivery of Cooperation Agreements to HUD / July 16, 1999	1999	
12	Institute of Transportation Engineers the Bahia Mar Resort/ South Padre Island, Texas / Friday July	1999	
12	CD Director's Meeting / The Saint Anthony Hotel / San Antonio, texas	1999	
12	TALHFA Annual Conference / September 29 thru October 1, 1999 / Odessa Texas	1999	
12	Executive Directors Symposium / Community Development Training Institute / The Inn at Newport	1999	
12	TALHFA Annual Conference / Sept 29 Thru October 1, 1999 / Odessa, Texas Radisson Odessa Hotel	1999	
12	ALFHA Fall Educational Conference / Nov 17 Thru Nov 20, 1999 / Grand Hyatt Hotel San Fransisco,	1999	
12	Meet with HUD/ United Way / San Antonio, Tx April 30 Thru May 2nd, 1999	1999	
12	FY 2001 Supernofa Briefing Municipal Auditorium / 100 Auditorium Circle / San Anotnio, Tx	1999	
12	December Meeting Of The Community Devleopment Directors / The Saint Anthony Hotel / San	1999	
12	NCDA 2000 Winter Meeting / Wed Jan 26th thru Sat Jan 29th, 2000 / Renaissance Hotel Washington,	2000	
12	TDHCA Capacity Building Workshop / Feb 15-16, 2000 / Four Points Sheraton / McAllen, Tx	2000	
12	Anthony covacevich, Director / Hidalgo Willact Housing Finance Corp / 2000 Spring Educational	2000	
12	NCDA Annual Conference / Hyatt Regency New Orleans, LA / May 30 thru June 4th, 2000	2000	
12	JOE GARZA / Directors Meeting & Home 2000 Conference / September 17-20, 2000 / San Antonio, Tx	2000	
12	HECTOR PALACIOS / TALHFA 2000 Educational Conference / September 20th - 22nd, 2000 / Austin,	2000	
12	SYLVIA HANDY / TALHFA 2000 Educational Conference / September 20th - 22nd, 2000 / Omni Austin	2000	
12	Visit with Harris County CDBG / Quarterly Directors Meeting / Dec 10 thr Dec 13, 2000 / Houston, Tx	2000	
12	Introduction to Employment Law / Jan 1st, 2001 / Mc Allen, Tx / JOE GARZA	2001	
12	Supernofa Briefing / Jan 10, 2001 / San Antonio, Tx Alan Kamasaki, Irma Garza	2001	
12	Introduction to Employment and Labor Law in Texas / Jan 23, 2001 McAllen, Tx /	2001	
12	JOE GARZA / Training for Multi Funded Entitlements / Oct 16th- Oct 18, 2000	2000	

ADMINISTRATION
BOXED FILES

BOX #	DESCRIPTION	YEAR	
12	JOE GARZA / 2000 NALHFA Fall Education Conference Oct 29 - Nov 1, 2000 Denver , Co	2000	
12	JUAN ROSEL / 2000 NALHFA Fall Educational Conference Oct 29 - Nov 1, 2000 / Denver, Co	2000	
12	SIMON SALINAS, HECTOR PALACIOS, SYLVIA HANDY, JOE GARZA/ TALHFA 2000 Educational	2000	
12	CD Quarterly Directors Meeting / San Antonio, Tx Wednesday March 28th - 30th, 2001	2001	
12	2001 NALHFA Spring Educational Conference / April 25th - 28th, 2001 / San Diego, CA Clarion Hotel	2001	
12	JOSE ELOY PULIDO/ Secretary / 2001 NALHFA Spring Educational Conference / April 25th - 28th, 2001	2001	
12	HECTOR PALACIOS/ Treasurer / 2001 NALHFA CANCELLED	2001	
12	Urban County Leadership Conference / May 25th - May 26th, 2001 / South Padre Island, TX	2001	
12	Urban County Leadership Conference / May 25th - May 26th, 2001 / South Padre Island, TX JOE	2001	
12	ELEAZAR GARCIA JR / TALHFA 2001 Educational Conference / Sept 12th - 14th, 2001 / Sheraton Fiesta	2001	
12	SYLVIA HANDY / TALHFA 2001 Educational Conference / Sept 12th - 14th, 2001 / Sheraton Fiesta,	2001	
12	HECTOR PALACIOS / TALHFA 2001 educational Conference / Sept 12th - 14th, 2001 / Sheraton Fiesta,	2001	
12	JOE GARZA / TALHFA 2001 Educational Conference / Sept 12th - 14th, 2001 /Radisson Resort /	2001	
12	JOSE ELOY PULIDO / TALHFA 2001 Educational Conference / Sept 12th - 14th, 2001/ Sheraton Fiesta,	2001	
12	SIMON SALINAS / TALHFA 2001 Educational Conference / Sept 12th - 14th, 2001 / Sheraton Fiesta,	2001	
12	Advanced Employment Law / Aug 9th - Aug 10th, 2001 / Dallas, Tx JOE GARZA	2001	
12	Directors Quarterly Meeting / aug 6th - Aug 17th, 2001 / San Antonio, Tx Joe Garza	2001	
12	JOE GARZA / CD Quarterly Directors Meeting / Aug 15th - Aug 17th, 2001 / Marriott Plaza	2001	
12	JOE GARZA / Show me the money / CANCELLED	2001	
12	JOE GARZA / Travel Request & Report / CANCELLED	2001	
12	CD Directors Quarterly Meeting / Jan 30th - Feb 1st, 2002 / Austin, Tx Alan Kamasaki	2002	
12	CD Directors Quarterly Meeting / Jan 30th - Feb 1, 2002 / Homestead Village Austin, Tx	2002	
12	CDBG Basics: Training for Practitioners CANCELLED	2002	
12	OSCAR GARZA / Environmental Training / april 21st - 25th, 2002 / Chicago, Ill.	2002	
12	SYLVIA HANDY / 2001 NALHFA Fall Educational Conference / Oct 18-22, 2001 / Baltimore, MD	2001	
12	ALAN KAMASAKI / CD Quarterly Directors Meeting / May 30th - 31st, 2002 / San Antonio, Tx	2002	
13 A	Joe Garza documentation for Advisory Council Meeting - Salaries comparables to the other cities, UCP	2002	
13 A	Memos regarding allocations		
13 A	Precincts and Cities Outstanding Balances		
13 A	Section 108 Loan Guarantee $1,000,000 thru Economic Development (Couldn't find		
13 A	Consolidated Plan Strategy & One Year Action Plan 2001 (draft)	2001	
13 A	Written notes regarding Economic Development		
13 A	UCP Policies and Houston's Policies		
13 A	UCP Administration Budget and Notes, Salaries Increased		
13 A	Family Medical Leave (FMLA) Codes		
13 A	Manager's staff Meetings - Notes written		
13 A	Newsletter from Housing Authority - County of Hidalgo and Rehab Floor Plan		
13 A	Consolidated Plan Guidelines - HUD		
13 A	Manager's staff Meetings - Notes written		
13 A	San Antonio Area- CPD Directors Quarterly Meeting		
13 A	CCC Agenda: Approval of a Redistribution and Recapture Policy for the Urban County Program		
13 A	Redistribution & Recapture Policy and Standard Operating Procedures for the Expenditure of		
13 A	Raba Kistner Contract Agreement as a Consultant, UCP Invoice Summary, Rating Sheets		
13 A	Rapid Response Team Meeting notes		
13 A	HOME CHDO - Proyecto Azteca - available funds not spent		
13 A	Audit Report for Salvation Army finding (For County Auditor's - discussion only)		
13 A	HUD Office Of Inspecter General - FAX requesting file on HOME - Rental Rehab memo Juana L.		
13 A	Telephone Usage Procedures Draft		
13 A	Loan Agreement - City of La Villa and Community Development and Employment Services, Inc. (non-		
13 A	Loan Agreement - City of Alamo and TransAmerica Products, Inc. ($40,000) Economic Development		
13 A	Loan Agreement - City of Alamo and Rydl's Service Co., ($19,000) Economic Development		
13 A	Millennium Quality Housing (Program Summary - Single Family Mortgage Revenue Bond Program)		
13 A	IDIS REPORT by Elena Gaitan, Monitor		
13 A	MISCELLANEOUS FILE , several letters from: National Coalition for the Homeless (12/1991),	1991, 1996, 1997,	
13 A	UCP office plans (Pharr) DRAFTS		
13 A	IDIS COPIES		
13 A	Main Stay Funds (Retirement Plan) Letter		
13 A	Memo to Judge on UCP Administration Budget and salaries		
13 A	Memo to Finance manager from Executive Assistant : Cancellation of conference		
13 A	Letter from Texas Historical Commission (EDCOUCH 2000 project)		
13 A	Notice to public of request for release of funds Urban County Program		
13 A	IDIS COPIES year 2001		
13 A	Request for Release of Funds - City of Mercedes - STREETS year 2000	2000	

ADMINISTRATION
BOXED FILES

BOX #	DESCRIPTION	YEAR	
13 A	Environmental Assessment - HOME CHDO - 2001 (ATTACHED: US Department of the Interior "Fish &	2001	
13 A	Exempt Determination - City of Palmhurst 2001, attached: US Department of the Interior "Fishland	2001	
13 A	Exempt Determination - ESG Homeless Prevention 2001, attached: US Department of Housing &	2001	
13 A	Exempt Determination - ESG General Administration 2001 , attached: US Department of Housing &	2001	
13 A	Environmental Determination - ESG Homeless Prevention 2001 Salvation Army US Department of	2001	
13 A	Environmental Determination - ESG Homeless Prevention 2001 American Red Cross US	2001	
13 A	Environmental Determination - ESG Homeless Prevention 2001 Salvation Army US Department of	2001	
13 A	Environmental Determination - ESG Homeless Prevention 2001 Mujeres Unidas US Department	2001	
13 A	Authority to use Grant Funds CDBG, HOME, ESG 2001	2001	
13 A	Request for Release of Funds - City of La Villa (Water & Sewer Improvement) 1997, 1998, 1999,	1997, 1998, 1999,	
13 A	Letter to Texas Historical Commission 'Department of Antiquities Protection' - City of Edcouch 1998	1998	
13 A	Letter from Texas Historical Commission (CDBG, HOME, ESG YEAR 2001)	2001	
13 A	Exempt Determination - Precinct 1 Activities		
13 A	Environmental Summary - City of La Joya 'Water & Sewer Imp.' FY 2001	2001	
13 A	Lower Rio Grande Valley - 2001 Consolidated Plan "Annual Action Plan" US Department of Housing &		
13 A	The Monitor Publisher's Affidavit: Combined Notice - Notice to Public of No significant Impact on the		
13 A	Draft Environmental Review athe Community Level - C/I Infrastructure Level - Progreso Lakes B-02-	2002	
13 A	The Monitor Publisher's Affidavit: Combined Notice - Notice to Public of No significant Impact on the		
13 A	Letter & attachement mailed to HUD-San antonio - Rlease of Funds B-01-UC-48-0501	2001	
13 A	Authority to use Grant Funds CDBG, HOME, ESG 2002	2002	
13 A	Letter from Gabbi's Unlimited "Developer" reg. hiring low income employees from Progreso &		
13 A	Public Notice - City of LaVilla, TRPA program of the Texas parks & Wildlife Department of Outdoor		
13 A	Letter to Texas Historical Commission 'Department of Antiquities Protection' - City of La Villa 2001	2001	
13 A	Letter to United States Dept of Inferior 'Fish & Wildlife Service'		
13 A	Letter from HUD San Antonio regarding City of Mercedes approval of issuing Bonds and Repayment		
13 A	Information: Building Community in the American Tradition - Institute for the Study of Civic Values		
13 A	Grantee Performance Report ending 6/30/1995 - Report mailed to HUD San Antonio for B94-UC-48-	1995	
13 A	Grantee Performance Report ending 6/30/1995 - Report mailed to HUD San Antonio for B95-UC-48-	1995	
13 A	CDBG Rule FR-2905 - Summary (regulations)		
13 A	Environmental Review Rule 24 CFR 58		
13 A	Fair Housing Guide		
13 A	Human Services Needs Assessment Study for Hidalgo County completed by the University of Texas -		
13 A	IDIS STUDY GUIDE		
13 A	Harvard Business Review		
13 A	UCP Rehab Program "Participating Contractor's manual"		
13 A	UCP Owner Occupeid Housing Rehab Program 'Specifications Manual"		
13 A	Section 108 Underwriting Criteria		
13 A	An Analysis of the Organizational Capacity of the Hidalgo County urban County Program Presented to:		
13 A	Income Opentions 2000 - NET Network Education & Training		
13 A	Esparza Pest Control - Eco-logic System English		
13 B	Recorded Tapes W.D.B & Advisory Meetings	1996-1997	
13 B	Implementation Manual / 1994 Texas Community Development Program	1994	
13 B	National Community Development Association		
13 B	Bonnie Gonzalez Oct 23, 2001 / City of Mercedez, Tx Project Contract July 31, 2000/ City of La Villa		
13 B	Mr. John Maldonado, Director - Request for Release of Funds for the County of Hidalgo Urban County	2001	
13 B	HC Water Development Board Manual July 10, 1998	1998	
13 B	GEN. / Agri Pop Dc-Brushless Fan Project/ 1991 Application for Reservation for Private Activity Bonds	1991	
13 B	Assumption / Subordination and Intercreditor Agreement A & M Construction Company (Modesto		
13 B	Fannie MAE Housing Collaborative		
13 B	Project ADELANTE South Texas Community College Partnership		
13 B	Program Year Review and Assessment Year Ended June 30, 1997	1997	
13 B	Cesar Chavez Rd Resolution		
13 B	Copies of Agenda Requests by: Anthony Covacevich preapproved/approved	2000	
13 B	Hidalgo County Statistics Hidalgo County/ Texas Labor Market Review / File October 1992 Manuals	1992	
13 B	UCP Census Information - Income Limits Copy of 1990 Summary of Population and Housing	-	
13 B	Valley Community Development Coordin. September 15, 1995	1995	
13 B	CDBG Eco. Dev. Review Procedures / Necessary of Appropiate Determination	-	
13 B	911-Advisory Commission on State Emergency Communications / Article 1432f /Definitions Letter.		
13 B	Ambulance Services Hidalgo county / alton, La Joya, Palmview	1993	
13 B	BH1 (the General Appropriation Bill for FY 1996-97) 2060 permitted trucks	1996-97	
13 B	ALHFA Association of Local Housing Finance Agencies 1995-1996 Membership Directory	1995-96	
13 B	Resoultion	1993	
13 B	Single Audit County of Hidalgo Year Ended: December 31, 1993 / Finding on Sec. 108 funds - Audit	1993	

ADMINISTRATION
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BOX #	DESCRIPTION	YEAR	
13 B	1994 / Statistics File / Summary Information on Schools in Hidalgo County Manual / June 1994	1994	
13 B	National Community Development Association / Colonias Subcommitte / Texas Water Resources	1988-1995	
14	Miscellaneous - brochures pamphlets, catalogs		
14	Governing - pamplets, magazines, emails		
14	RGV Office Plus Office Supply Order Form Requests		
14	Haworth Chairs Catalog		
14	Urban County Program Office Supply Order Forms Office Depot		
14	The Monitor Newsletter		
14	Business Finance - Magazine		
14	Texas Historical Commission Dept of Antiquities Protection		
14	Building and Grounds Work Order Requests		
14	US Dept of the Interior Fish and Wildlife Service -Incoming Mail		
14	US Dept of the Interior Fish and Wildlife Service -Outgoing Mail		
14	Executive Directors Travel Request & Reports / Misc		
14	Environmental Review Maps		
14	UCP Incoming Correspondence		
14	Hidalgo County Census Tracts		
15	MPO'S Binders, Maps		
15	MPO'S Binders, Maps		
15	MPO'S Binders, Maps		
15	MPO'S Binders, Maps		
15	MPO'S Binders, Maps		
15	MPO'S Binders, Maps		
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15	MPO'S Binders, Maps		
15	MPO'S Binders, Maps		
15	MPO'S Binders, Maps		
15	MPO'S Binders, Maps		
16	CompuAdd MC-Dos 5.0 User's Guide		
16	CompuAdd MC-Dos - Getting Started & User's Guide for Version 5.0 Ms-Dos Operating System		
16	Bulletin - Texas On Site Insights submitted by Texas Water Resources Institute, Texas A & M		
16	Bulletin - Pipeline submitted by National Small Flows Clearinghouse		
16	Bulletin - Partnership for Hope		
16	Regulations & Statutes Applicable to Community Development Technical Assistance Programs for		
16	Edition - Part 125 - Fair Housing Initiatives Program 125.103		
16	1990 Census of Population and Housing for Hidalgo County submitted by UTPA		
16	1990 Census of Population and Housing for Hidalgo County		
16	1995 HUD Income Limits		
16	North American Development Bank Information on annual public meeting on January 22, 1998 , San		
16	Bulletin - HUD Community Connections regarding Homeless		
16	Federal Financial Institutions Examination Council Appraisal Subcommittee - Guidelines for State		
16	Bulletin - PPC - Guide to HUD audits subscriber		
16	HUD - Reinvention Blueprint		
16	Bulletin - CDB Target Zone		
16	Bulletin - Food for Thought - FOOD PANTRY		
16	CDBG Guide to National Objective & Eligible Activities for Entitlement Communities		
17	Copies of 2007 contracts - CDBG contract agreements with copies of approved agenda, 2007 Colonia		
20	BINDER: CDBG Entitlement Program (Guide)	1987	
20	BINDER: Guidebook for Grantees on Subrecipient	2005	
20	BINDER: Momentum 2008 Government Purchase Seminar	2008	
20	BINDER: Hidalgo County UCP Recipients CDBG & ESG Directory showing contact information such as	2007	
20	BINDER: Hidalgo County UCP Annual Work Plan Application	2006-2007	
20	BINDER: IDIS	2006	
20	BINDER: Annual Work Plan Application	2006-2007	
20	BINDER: Environmental Issues NEPA and 24 CFR Training	2003	
20	BINDER: Energizing Your Action Plan	2003	
20	BINDER: CDBG Coordinator Implementation Manual (IN-HOUSE)	2002	
20	BINDER: CDBG Coordinator Implementation Manual such as Duties and Responsibilities	2002-2003	
20	BINDER: Federal Register Part II - Department of HUD	1996	
23	Texas Forest Service Assistance / Rural Fire Dept.		
23	Texas Forest Service Tree Planting Project		

ADMINISTRATION
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BOX #	DESCRIPTION	YEAR	
23	29th Annual Texas Legislative Conf. in New Braunfels - 1995		
23	Texas Natural Resources Conservation Commission		
23	Texas on Site Insights		
23	Texas Open Record Law Public Information Request		
23	1995 Texas Open Meeting Handbook		
23	Texas Rural Development Council Publication		
23	The Texas Rural Community Newsletter		
23	Texas Rural Development Council Partners Update		
23	Texas Rural Economic Dev. Program Agenda		
23	Texas State Professional Engineers Ethics Committee		
23	Texas Enterprise for Housing Dev. Inc. , McAllen, Texas		
23	Texas Tourist Center - Development Plan		
23	Texas Water Commission		
23	The Sheaffer System		
23	Timeliness Expenditure 1.5 Ratio		
23	The Continuence...To Achieve Success Higher Education Embassy Suites		
23	Tools for Rebuilding Communities		
23	Traffic Safety Procedure Policy		
23	Travel Expense Report		
23	Maria del Carmen Trevino - Contract office of Employment		
23	TRIANON Development Affordable Housing		
23	TEA-21		
23	DHUD Technical Assistance Directory		
23	Texas Assoc. of Local Housing Finance Agencies - directory		
23	Texas Association of local housing finance agencies 1995		
23	Texas Bookstrap Loan Program		
23	Texas Center for Policy Studies		
23	Texas Citrus Mutural Meeting Embassy Suites		
23	Hidalgo County Texas Civil Service		
23	Hidalgo County Texas Civil Service Commission		
23	Texas Comptroller of Public Accounts John Sharp		
23	Texas Department of Housing & Community Affairs - correspondence		
23	TEA - 21		
23	HC UCP Subrecipient Orientation		
23	subscriptions		
23	Surge Protector- Office User Guide- Sugar Cane Burning Task Force		
23	Sunset Commission		
23	Satellite Broadcast		
23	SUPERNOFA		
23	Supportive Housing Program		
23	Supportive Housing Program		
23	Supportive Housing Program		
23	Surface Transportation Policy Project Bulletin		
23	Surface Transportation Policy Project Bulletin		
23	HC Subdivision Regulations		
23	Sullivan City Request for Funding		
23	TALFA Membership Directory		
23	TALFA Membership Application		
23	Texas Agriculture Extension Service		
23	Texas Dept of Housing & Community Affairs - support letter		
23	TDHCA Single Audit		
23	Texas Association of local housing finance agencies		
23	TDHCA Single Audit - Burton McCumber		
23	South Texas Rural Development Corp.		
23	South Texas Rural Development Corp.		
23	South Texas Youth Conference - Brownsville, tx		
23	Standard form of Agreement between Owner and Construction Mgr		
23	Standing Committee - Edinburg City Hall		
23	DHUD Statement of Principles for Chaning		
23	Statewide Transportation Enhancement Program		
23	Strategic Planning for Economic Development		
23	GEN HC Subd. Regulations		
23	Model Subd. Ordinances		

ADMINISTRATION
BOXED FILES

BOX #	DESCRIPTION	YEAR	
23	Subdivision Regulations		
23	Model Subd. Regulations		
23	Subrecipient Orientation Agenda		
24	Empowerment Zone Corp. Funding Application Project: CAPAZ		
24	Empowerment Zone Corp. Steering Committee Members		
24	Anthony Covacevich - Washington, DC - August 1-3		
24	Empowerment Zone Task Force		
24	Empowerment Workshop , McAllen		
24	RGV Application for Federal Designation as an Empowerment		
24	Community Reinvestment Act Reform Project		
24	RGV Empowerment Zone Meeting Board of Directors		
24	Empowerment zone meetings held from May 1995 - August 1995		
24	Application for Funding Rio Grande Valley Empowerment Zone		
25	ED - 113 Outlay report and request for reimbursement -construction		
25	Outreach International Recommendation Letter		
25	Outreach International Land for Lease		
25	Ozuna and Vela Water System La Joya Water Supply		
25	HC Peer Evaluation Team Manual		
25	Palm Valley Foods, Inc.		
25	Partnerships for self sufficient coalition - Comm. Service agencies		
25	Linda Patterson		
25	Phoenix Housing Foundation, Inc.		
25	PARP Meeting Consolidated Plan		
25	First Time Homebuyer Press Release		
25	Special Meeting City of Progreso		
25	City of Progreso-Request for Waiver		
25	Progreso Community Center - Buckner Foundation		
25	Progreso Community Center - Progreso, Texas		
25	LRGVDC Project Digest		
25	LRGVDC Project Digest		
25	LRGVDC Project Digest		
25	Private Activity Bond Alloc. Prog.		
25	LRGVDC Project Digest		
25	LRGVDC Project Digest Application		
25	US Dept of HUD - Public & Housign Notice PIH 9244		
25	Property Management Advisory, Inc.		
25	The Pryor Report		
25	Public Private Partnership Program Proposal		
25	UCP Public Notice / Public Hearing Town Crier		
25	Public Hearing Notices CPS		
25	Consulting Engineers Council of Texas Guide		
25	UCP Qualifications 1991-1993		
25	Quotes		
25	Quotes Jones & Cook		
25	Robert Wood Johnson Foundation		
25	RGV Partnership		
25	Rio Grande Valley Partnership		
25	Rio Grande Valley Partnership		
25	Riteway Foods Frozen Food Facility		
25	Rural Health in Texas		
25	Rural Initiative Homeless Program		
25	Rural Roads		
25	RUS Distance Learning & Telemedicine Program		
25	Base Studies		
25	Proposed San Carlos Head Start Facility & Resource Center		
25	Section 108 Packet - (Informational letter to City of Mercedes)		
25	Section 501		
25	Section 811 Supportive Housing		
25	Senate Bill 2		
25	Service Calls		
25	Service Contract C-97-126-12-18		
25	Small Flows		
25	State of Tamaulipas Infrastructure		

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BOXED FILES

BOX #	DESCRIPTION	YEAR	
25	Solid Waste Management Plans		
25	Assoc. of South Texas Communities		
26	Christmas Cards		
26	Catalogs (supplies, 4 imprint, etc.)		
26	HUD Section 108 Loan Guarantee Program Resource Manual	2006	
27	Manual El Paso Court of Inquiry- 65th Judicial District Court		
27	Manual El Paso Court of Inquiry- 65th Judicial District Court		
27	Files Empowerment Zone		
29	US Homes Profile - Binders		
29	Universal Entech Corporation		
29	US Homes Mortgage Corporation		
29	UTPA COPC Grant		
29	UTPA One Stop Capital Shop brochures		
29	UCP Application		
29	US Housing Markets Flash Report - fourth quarter		
29	USA Waste Srevice Inc.		
29	Una Vida Mejor Needs Assessment Report		
29	United Parcel Srevices		
29	United Way Needs Assessment		
29	Update on County Duties under Rules Prohibits Growth Colonias		
29	UCP City of La Villa Final inspection report		
29	UCP Home 21 A General Administration		
29	Valley Mortgage Co. 1997		
29	Valley Mobility Plan Valley Water Policy and Management Council		
29	Vision 20/20 Workshop		
29	Texas Association of Local Housing Finance Agencies Voting Ballot		
29	Wage Rate Decisions B-88-UC-48-0501		
29	Wage Decision Request		
29	Wage Decision Request		
29	Wage Decision Request		
29	Wage Decision Request		
29	Wage Decision Request		
29	Wage Decision Request - B90-UC-48-0501		
29	Water Consuption Survey on site Wastewater Treatment Council		
29	Water and Development Final Round Questionnaire		
29	Weslaco Home Clinic		
29	Wickes Lumber Co. vs Rafael Santana Et Al Cause E CL-26-737B		
29	HC Willacy SDA Employers Survey		
29	Workforce Development Planning Grant		
29	Workforce Health and Safety Awareness Seminar		
29	Hidalgo County Workplan		
29	Xerox information		
29	Corp. Economic Development		
29	Youth Employment Programs		
29	XL Recycling		
29	II-B Supervisor Orientation		
29	UCP Policy Manual summer		
30	City of Alamo - EDAP		
30	Alton Environmental Review Record C.D. 1986		
30	City of Donna EDAP Feasibility Study		
30	HCWDB Faysville Subd.		
30	TWDB Lull Project		
30	EDAP City of Edinburg Northwest Subd.,		
30	City of Edcouch EDAP Application	1996	
30	HCWDB City of Edcouch	1992	
30	City of Elsa EDAP	1996	
30	Incoming Correspondence	2000	
30	Interdependent Correspondence	2000	
30	Outgoing Correspondence	2000	
30	Incoming Correspondence	2001	
30	Faxes	2002	
32	Hidalgo County Water Development Board	1993	
32	Hargill/La Blanca EDAP	1993	

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BOX #	DESCRIPTION	YEAR	
32	La Joya Water Supply Corp.	1993	
32	City of La Villa EDAP Application	1996	
32	La Joya Water Supply Corp.-Cont. for Facility Engineering	1993	
32	EDAP McAllen Public Utilities Board	1996	
32	City of Mercedes - EDAP	1996	
32	Hidalgo County Water Development Board - City of Mission	1996	
32	City of Mission, Northwest	1996	
32	North Alamo Water Supply Agenda	1994	
32	Texas Water Development Board Econom. Distressed Areas	1996	
32	City of Penitas - EDAP	1996	
32	City of Progreso-EDAP	1996	
32	City of Pharr - EDAP	1994	
32	Supplemental Environmental Revision - City of Pharr	1997	
32	Hidalgo County Water Dev. Board	1995	
32	HC Dev. Board Proposal for Eng. Services	1994	
32	Financial Statements and Report of Indepen. Cert. P.A.	1996	
32	Texas Water Defvelopment Board Inc.	1996	
32	Texas Water Development Board Binder (Gen. Ledger)	1997	
32	Texas Water Development Board Binder (Gen. Ledger)	1998	
32	Texas Water Development Board Binder (Gen. Ledger)	1999	
32	Texas Water Development Board Binder (Gen. Ledger)	2000	
33	Guidebooks for Grantees and Subrecipients in the CDEBG Program		
33	Emergency Shelter Grants (binder)		
33	Guidebooks for Grantees on Subrecipient oversight, Mang. CDBG		
33	One Year Action Plan	2003	
33	National Objectives - Matrix Codes	2002	
33	Fannie Mae, Housing Summit in the Delta Region		
33	Fund Balances 7/1/2003 to 6/1/2004		
33	IDIS Reference Manual HUD	1999	
33	ESG Program Final Rule	1999	
33	CDBG Implementation Manual	2003	
33	NCDA CDBG Basics Training for Practitioners	2004	
34	2000-2004 Original Contracts and Agreements	2000-2004	
34	Audit - City of Elsa and City of Penitas	2000	
34	Audit - City of Elsa and City of Penitas	2002	
34	Inter. Agreement San Juan, Alamo, La Joya, Mercedes, Alton, Weslaco, Hidalgo	2006	
34	Audit - City of Hidalgo	2006	
34	UCP Purchase Order Log	2007	
34	Interlocal Agreement La Villa	1996	
34	Interlocal Agreement San Juan, Penitas, Palmview, Donna , Alamo, Progreso, La Villa, Hidalgo	2006	
34	Audits City of Alton, Alamo, Donna, Edcouch, Hidalgo, Palmhurst, Palmview, San Juan	2008	
34	Interlocal Agreement City of Weslaco, Progreso, Mercedes, Sullivan, Weslaco, Palmhurst	2004	
34	Interlocal Agreement Weslaco and Alamo	2007	
34	Interlocal Agreement City of Donna, City of La Joya (Minutes)	2008	
34	Jamail Construction		
34	Internal audit on compliance of the HOME Program	1999	
34	Misc. Memos		
34	City of Weslaco (certificate), Approval of Interlocal Agreement		
36	May 14, 2002 / Community Planning & Devl Division/ Attached original copy of the 2002	2002	
36	May 28, 2002 / Notice of Additional Draw Under the Notes / RE: Hidalgo/Willacy Housing Finance	2002	
36	TALHFA conference - Odessa - Fall 1999 AFH / Getting Your Board Involved Manual / Affordable	1999	
36	Long Distance Telephone Log / Betty /	1998	
36	First Time HomeBuyer Bond Program No.53 / Texas Dept of Housing & Community Affairs Manual		
36	April 17, 2002 / NCDA Washington Report/ NCDA Annual Conference June 12-15 Providence, RI/	2002	
36	July 8, 2002 / RE: Hidalgo County Audit Report for the Year ending Dec 31, 2000/ Letter with	2002	
36	Public notice Agenda / April 13, 2000 with attachments	2000	
36	Quarterly Directors Meetings / Housing Authority of County of Hidalgo/ March 12, 2002/Registration	2002	
36	Monthly Reports/Coop Agreements 2000-2002/Tax Abatement Agreement between HC and L&L	2002	
36	Hidalgo/ Willacy Housing Finance Corp. Meeting 7/7/1999 / Hidalgo / Willacy Meeting July 19, 2000 /	2000	
36	News Articles, Etc File Folder/ Editorial Response The Monitor 2/4/2001	2001	
36	Federal Cash Transaction Report CDBG/ Quarter Ended March 31, 2001/ original standard form 272 &	2001	
36	Sharp Report/ Hidalgo County Purchasing Agent/ City of McAllen Non-Excempt Employee Appraisal		
36	Non-Profit Forms/ Texas Living Trust, Estate Planning & Wills Software By: Lawforms		

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BOX #	DESCRIPTION	YEAR	
36	Hidalgo County UCP Employee History by Period/ Staff Name Personal Information/ Date of Hire/	2000	
36	March 26, 2001/ Request for Proposals/ Bank Depository-HC Bid No. 01-032-04-18 for Review &	2000	
36	Contract Documents (Guide) for CDBG Funded Project/		
36	July 15, 1999/ Advertisement in the Wall Street Journal & would like to take advantage of your office	1999	
36	March 24, 2000/ RE: TCDP 1999 Colonia Construction Funds Contract #/ Depository/authorized	2000	
36	Dec 1, 2000/ Acct Payable Acct No. 5557373701 Balance $158,841.14 International Bank of	2000	
36	Draft: Metropolitan Area Transportation Plan Update/ Dec 16, 1999 Manual	1999	
36	Speeches/ Comments made by Director Anthony C/ July 17, 1996 BiNational Public Hearing of the	1996	
36	Staff Meetings/Sept 21, 2000 conversion from WordPerfect/ mail distribution/ copy machine	2000	
36	Telephone Conversations Notes/ Precinct No.3 Adam Salinas	-	
36	Invitations for Bids/ Interoffice Memo Aug 8, 2000/ RE: IFB No.00-31 Foundation Repairs at	2000	
36	Feb 16, 2001/ RE: Urban County Program Allocation 2001 Joe Garca Director & Mayor John D. Franz	2001	
36	Emergency Shelter Grants Chart/ 2001 (07/01/-06/30/03)	2001-2003	
36	The Edinburg Daily Review Tuesday Aug 17, 1999 Newspaper	1999	
36	OMB Circular A-87/ Office of Management & Budget Aug 29, 1997/ Memo for the Record Circular A-	1997	
36	Nov 29, 2000/Border Low Income Housing Coalition/ met in Austin at the State Capitol to discuss the	2000	
36	Nov 9, 2000 / HUD Fax coversheet/ Joe Garza/ Loccs Balances attached Vendor ID Summary	2000	
36	Meeting Notes/ Nov 20, 2000 / Joe Garza/ Idalis/ Irma Garza/CoPC Amigos Del Valle Inc/	2000	
36	Monthly Report/ CDBG / Memo 11-15-00 Attached Report 10/2000 / Cities Alamo., Alton & etc....	2000	
36	NCDA Reports/ Dec 7, 2000/ Section 108 Training NCDA Winter Meeting Features Articles/ Congress	2000	
36	Request For Proposals FORMS/ April 1997 / RFP #97-11 Legal Service on Issues Involving Finanance &	1997	
36	Oct 25, 2000/ Staff Meeting Notes/ Construction Warranties/ City of Edcouch/ City of Hidalgo/ LBD	2000	
36	SB 1112: Regional Allocation Formula/ Announcement of the opening of the Public Comment Period/	2000	
36	TONYA INC, Consultant Report/ MEMO FOR : Joe Garza / copy of Site Visit Report/ Submitted by	2000	
36	July 19, 2001 / Current Developments/ Legislative Update/ House Subcommittee Approves FY 2002	2001	
36	April 25, 2001 / Rocky Wade attached a suggested Agenda for the visit of next week / Presentation of	2001	
36	TDHCA Nov 28, 2000 Hearing/ Notes/ 1999 Home Program Budget/ RE: Border Housing	2000	
36	Hidalgo County Health & Human Services Needs Assessment 2000 Manual / Demographic &	2000	
36	UCP 8/2000/ DRAFT Includes the Auditors recommendations/ CHDO Qualifications/	2000	
36	Revised 7/28/2000 HOME FUNDS to assist low income families with a deferred loan/grant/	2000	
36	Construction Activity Reports/ Activity chart Jan 2000 /4/13/2000 / City of Granjeno /South Texas	2000	
36	Bookcase Instructions/ Manual & tools		
36	ATC System 1999 Levy Roll for Multiple Entities Owner Name & Address/ Property Description/	1999	
36	Oct 6, 2000 @ 1:00pm/ PUEBLO de Palmas Phase 2 Meeting/ Meeting with Jaime Anzaldua/ Notes/	2000	
36	Pueblo de Palmas/ Memo Feb 27, 2001/ Subdivision Phase I/ Notes / Restrictive Covenants/ first	2001	
36	Linda Vista Subdivision (3Units) Contractors Application for Bid/ Qualified Homeowners/ Footprint &		
36	Building Housing Strengthening Communities/ Women Homeowners Strengthen the communities/		
36	March 10,2001 / US Dept Housing & Urban Devl Line of Credit Control System/ RE: Approving Official	2001	
36	IDIS Access Request Form (Temporary File Feb , 1999) Joe Garza	1999	
36	Dec 6, 2000/ IDIS user letter US Dept of Housing & Urban Devl Letter of access Granted Notice		
36	Dec 4, 2000/ IDIS local Administration Letter authorization and Web page link/ About Web 390		
36	Memo 02/28/2001 / Cesar Torres leaving in two weeks/ cities for coordinator/ CDBG week April 16-		
36	2000 CDBG State of the Nations Housing Brochure / Economic Dev File/ Manuals/ Brochure/ Loan		
36	CDS 98354, 108pp/ Audit Report City of Atlanta Empowering Zone Program 98-CH-259-1005/ Sept		
36	County Auditors Authority/ Attorney General of Texas / June 18, 1971		
37	HUD 2020 Management Reform Plan; Notice		
37	HAGGAR Manufacturing Plants		
37	Habitat For Humanity La Frontera Initiative		
37	Goals 1990-1991 Housing Assistance Plan/ RE: TX59-P448-005/ Project and our HAP on file or	1990	
37	A Special Report of the Texas Kids County Project/		
37	1988- Health Care/ Texas-Mexico Border Area		
37	Henry S. Miller Commercial		
37	Hidalgo County Health Clinic / Hidalgo, Tx/ Citizen Inquiry		
37	Hidalgo County Health Clinic EABPJT- 22305		
37	Hidalgo County Housing Authority / Low Rent Public Housing/	1990	
37	HACH Low Rent Public Housing Application		
37	County of Hidalgo Housing Authority Supportive Housing Program/ Rural Homeless Initiative		
37	Homeownership Zone		
37	Home Program LOCCS Voucher Register		
37	Home Program Monthly Report		
37	1994 / Homelessness	1994	
37	Urban County Housing Assistance Plan		
37	"Home Sweet Home" Program helps families by houses/ Newspaper Article Tuesday, February	1997	

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BOX #	DESCRIPTION	YEAR	
37	AFL-CIO Housing Investment Trust		
37	First Annual Conference on Homeless Population Issues/ Friday, April 19,1996/ Weslaco, Tx	1996	
37	Housing Investment Trust Fund/ Dec 16, 1993/ County Commissioners Courtroom 8:00am	1993	
37	U.S. Dept of Housing & Urban Devl / Town Hall Meeting/ April 12,1995	1995	
37	1993 / Housing Rehab Program	1993	
37	Housing Seminar / Feb 27, 1996/ Four Points Hotel/ Brownsville, Texas	1996	
37	NCDA-HUD Funding		
37	HUD/ Consolidated Planning Training / December 5-9, 1994	1994	
37	HUD Interactive Forum		
37	HUD Published Income Limits and Median Income FY 1994	1994	
37	HUD Priorities / October 1993 / Meeting Notes guide / Plan Goals/	1993	
37	HUD Running Home Workshop/ Public Library/ Brownsville, Tx April 10 & 11 , 1996	1996	
37	HUD/HAVE Spring Training / May 19, 1994	1994	
37	HUD Community Devl. Directors Meeting/ February 24, 1995	1995	
37	McAllen Affordable Community Master Plan		
37	McAllen Affordable Homes		
37	McAllen Comprehensive Housing Affordability Strategy		
37	Magic Valley Electric COOP PUC-CCN Petition		
37	Mandatory Postal Service Meeting/ Wednesday, august 6, 1997 @ 9:30am/ Courthouse Auditorium	1997	
37	MGT of America, Inc.		
37	Microenterprise Development		
37	Minority Business Development Center		
37	Model Subdivision Rules		
37	Legal Notice City of Weslaco/ Tue, Sept 16, 1997/ City Comm. Chambers Weslaco, Tx	1997	
37	1995 Legislative Session		
37	Legislative Agenda		
37	Levi's Strauss Foundation		
37	Hidalgo County Judge U.S Dept of HUD LOCCS/VRS		
37	Lopezville Cottage Industry		
37	Invest Learning Basics for a Lifetime		
37	In trust USA- Tax Credit Application		
37	JESSUP Subdivision		
37	TDCA MAPS / Colonia Popular Dropper Road/ Joaquin Cerda Alton Streets to be Paved		
37	LA Joya Affordable Home Ownership Development Project/		
37	Latimore, George H.U.D.- Washington D.C.		
37	LeBLANC Construction Co.		
37	Lease of Property to Non- Profit Corporation (Migrant Farm Workers)		
37	Immigration Reform Act		
37	U.S. Mexico Border XXI Program 1997 Implementation Plans	1997	
37	CDBG 1993 Income Limits	1993	
37	Income Limit 1994	1994	
37	NEXUS Agreement Hidalgo County & Colonias Del Valle CASA Funds		
37	Industrial Revenue Bonds Banworth Project		
37	Instructions for Urban County Qualifications for Participation in the CDBG Program For Fy 1997-1999	1997-99	
37	Newly Elected Officials Orientation		
37	Notice of Funds Availability (COFA) Fiscal Year 1995 McKinney ACT Homeless Assistance Program	1995	
37	On-Site Wastewater Treatment Research Council		
37	On-Site Wastewater Treatment Research Council- Fortieth Meeting Friday March 19, 1993	1993	
37	On-Site Wastewater Treatment and Research Conference Program		
37	Texas On-Site Wastewater Treatment and Research Council Annual Conference Oct 10-12, 1993	1993	
37	Monte Alto Parks&Recreational Facilities Improvements County -Wide Project		
37	Monte Alto, Texas Home Builders International		
37	MOON BAR		
37	More Dock Development		
37	Morgan Keegan & Company, Inc.		
37	515 Multi Family Project La Villa, Texas		
37	NCDA Violent Crime Control & Law Enforcement act of 1994	1994	
37	HUD/ National Evaluation of the Community Development Block Grant Program		
37	National Flood Insurance Program		
37	J.D. Salinas Hidalgo, Tx / Urban Park & Recreation Recovery Program Rehab & Innovation GRANTS	1994	
38	Alton Park Acquisition 1 of 2	1993	
38	Acquisition Check List /Acquisition (Park) Appraisal Rating Sheet/Appraisers Qualify Rec'd/Adver	1993	
38	Alton General Use Acquisition 2 of 2		

ADMINISTRATION
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BOX #	DESCRIPTION	YEAR	
38	Check List(General Use)/ Adver. Notice Appraisal Services/ Appraisal Instructions (Gen. Use)/	1993	
38	City of Alamo - Program Income Economic Devl. Loan Program Acct.		
38	Winner's World/ Transamerica Products, Inc. Rydle's Service Station/ Loan Guarantee Agreement		
38	Alamo City of Valley Wholesale Community Economic Devl. Project No. 02-		
38	Valley Wholesale Meat Co., Inc. Business Plan April 1989/ Business Plan August 1990 Table of	1992	
38	City of Alamo General Administration 6107-0525		
38	Local Agreements/ Administration Amendments/ Miscellaneous/ Correspondence-Out/ Checklist		
38	City of Alamo General Info Community Economic Development Project No. 02-		
38	Project Checklist/ Compliance - Labor Standards/ Project Reports/ Professional Services Contract/		
38	Alamo City of Rydl Service Stat. Community Economic Devl Project No. 02-6107-0510-0000		
38	Rydl Service Station/ Transmission Faxes/ Agreements/ Loan Agreement/		
38	Alamo City of Transamerica/ Community Economic Development Project No. 02-6107-0510-0200		
38	Memorandum/Suggested Guide For Monitoring/ RE: City of Alamo vs. Rydl Services Station and		
38	City of La Villa CDBG 1990 Economic Development (CDES)		
38	Correspondence/ Contracts/ Monitoring Report/ Community Devl Emp. Services/ Miscellaneous/		
38	Alamo City of Winners World Community Economic Development Project No. 02-6107-0510-0400		
38	Memorandum/ Urban County Revolving Loan Program Loan to Winner's World/ Winners World		
38	1999 County Commissioner's Court Agendas- First Quarter	1999	
38	1999 County Commissioner's Court Agendas- Second Quarter	1999	
38	1999 County Commissioner's Court Agendas - Third Quarter	1999	
38	1999 County Commissioner's Court Agendas- Fourth Quarter	1999	
38	1998 County Commissioner's Court Agendas- First Quarter	1998	
38	1998 County Commissioner's Court Agendas- Second Quarter	1998	
38	1998 County Commissioner's Court Agendas- Third Quarter	1998	
38	1998 County Commissioner's Court Agendas- Fourth Quarter	1998	
38	1997 County Commissioner's Court Agendas - First Quarter	1997	
38	1997 County Commissioner's Court Agendas - Second Quarter	1997	
38	1997 County Commissioner's Court Agendas - Third Quarter	1997	
38	1997 County Commissioner's Court Agendas - Fourth Quarter	1997	
38	1996 County Commissioner's Court Agendas - First Quarter	1996	
38	1996 County Commissioner's Court Agendas - Second Quarter	1996	
38	1996 County Commissioner's Court Agendas - Third Quarter	1996	
38	1996 County Commissioner's Court Agendas - Fourth Quarter	1996	
38	1995 County Commissioner's Court Agendas - First Quarter	1995	
38	1995 County Commissioner's Court Agendas - Second Quarter	1995	
38	1995 County Commissioner's Court Agendas - Third Quarter	1995	
38	1995 County Commissioner's Court Agendas - Fourth Quarter	1995	
39	HUD Colonia Initiatives		
39	GEN Community Development Advisory Committee		
39	Community Schools Youth Services And Supervision Grant Program		
39	"Community Service Center" Common Wealth Community Service		
39	Comprehensive Housing Affordability Strategy (CHAS) March 6, 1992	1992	
39	County of Hidalgo Comprehensive Housing Affordability Strategy Annual Performance Report - FY	1993	
39	Comprehensive Housing Affordability Strategy (CHAS) 1993		
39	Comprehensive Housing Affordability Strategy (CHAS) 10/01/93 - 9/30/94		
39	Congressional Colonia Appropriations		
39	Colonias	1993	
39	Colonias Del Valle - Youth Build Program		
39	1994 Consolidated Applicants	1994	
39	1997 Consolidated Plan Public Hearing	1997	
39	1995 Consolidated HUD Plan	1995	
39	1995 Consolidated Plan	1995	
39	Consolidated Plan Citizen Participation Plan		
39	Continuum of Care System Grant Application		
39	Continental Community Funding		
39	Copy Data Services Inc.		
39	Contract with America		
39	CPS Consultation with Public Housing Authorities and Housing Providers Jan 16, 1998 @ 1:00pm	1998	
39	Cypress Construction ATTN: Paul M. Vazaldua, Jr/ Fernando Cantu		
39	Court Coordinators Wage Comparability		
39	Contract Samples (As a Guide)		
39	National Association of Counties Large Urban County Caucus		
39	Court Appointed Special Advocate CASA		

ADMINISTRATION
BOXED FILES

BOX #	DESCRIPTION	YEAR	
39	Claim No. 913471 Cause No. C-2188-92-D Sylvia Diaz vs. County of Hidalgo, J. Edgar Ruiz & Jesse		
39	Delta Area Community Profile		
39	Dinosaur Valley Construction K-Mart Jail		
39	Economic Development Planning and Technical Assistance Contract City of Edcouch & UT Pan		
39	Economic Development Corporation Franchise Tax Report 1995	1995	
39	Economic Development Stats.		
39	Economic Resources Profile U.S Impressions, Inc.		
39	Economic Stimulus Package		
39	Economically Distresses Areas Program of the Texas Development Board		
39	EDA Application		
39	City of Edcouch Termination of Determination of Lack of Capacity		
39	Edinburg Economic Development Corporation Enterprise Zone		
39	1993 & 1994 Edinburg 2020		
39	Central Business District Parking Study City of Edinburg, Tx		
39	Edinburg University Park Project		
39	Hidalgo County EEO-4		
39	EEO - 4 Form		
39	EEO-4 Forms June 1990	1990	
39	EEO-4 Form/June 1991		
39	1993 EEO-4 Forms		
39	Downtown Revitalization Committee		
39	El Mañana		
39	El Paso County- Special Districts & Authorities -- Water & Utility		
39	Citizen Complaint City of Elsa		
39	Elsa Health Clinic		
39	Emergency Community Development ACT		
39	Hidalgo County Emergency Operations Plan		
39	Environmental Procedures Workshop Dates: Aug 16-18, 1995/ Sheraton Bay front/ Corpus Christ, Tx	1995	
39	Fannie MAE - Colonias Office		
39	Fannie Mae- Partner Opinion Mail Survey		
39	Fannae MAE South Texas Advisory Council		
39	1995 Emergency Shelter Grant Final Report		
39	Financial Management Review - John Sharp 1995 Letter		
39	1993 Final Statement		
39	1994 Final Statement		
39	Financing Option - Water/ Sewer		
39	Food & Nutrition Grant Application FOOD AND NUTRITION SERVICES		
39	Galaxy Group, Inc. Edinburg, Texas		
39	General Obligation Bonds Refinancing		
39	GIS		
39	The Glen Company Real Estate Appraisal, Consultation and Consulting Services		
39	City of Granjeno		
39	Texas Water Development Board Research and Planning Fund		
39	Grants Workshop February 7-9, 1995 Albuquerque, New Mexico		
39	Grant Writing Workshop Saturday April 29, 1995		
39	Grants man (Emergency Appointment) Employment of Alan Kamasaki		
39	Endangered Species ACT Section 7 Consultation Documents		
39	Environmental Regulatory Reinvention Roundtable - Thurs, May 4, 1995 Dallas, Texas		
39	EPA Reynosa/Matamoros Sewer Plants		
39	UCP 1989 Environmental Review		
39	Faulkner Construction Company Chartwell Interest, Inc.		
40	County of Hidalgo American Disabilities Act	1994	
40	AOL Internet Database Website	1998	
40	America On Line	1997	
40	American Power Conversion Batter Backup System	1996	
40	Atlas and Hall Revision of AIA Document	1994	
40	Atlas and Hall Revision of AIA Document B151	1995	
40	Backup Basics		
40	Bulletin Board Notices to Download	1996	
40	List of Eligible of Bonding Companies	1988	
40	CPS Upgrade Instructions		
40	CPS HUD Community Planning Software Video Training	1997	
40	Consolidated Plan Update	1998	

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BOX #	DESCRIPTION	YEAR	
40	8th Annual Urban County Conference	1998	
40	Consolidated Plan	1996	
40	Citizens Summary Report	1996	
40	CEED RGV & Northern Mexico Information Factbook	1990	
40	US Dept of Commerce Bureau of Census	1994	
40	CPD Information		
40	CPD Vision		
40	Compaq Information		
40	Computer World	1998	
40	Computer Quotes for Finance	1998	
40	Community 20/20	1998	
40	Documentation on PC Specs for Upgrades	1996	
40	Enters Software Information	1993	
40	Economic Dev. Contracts	1991	
40	Faxes Out	1999	
40	Faxes Sent	1998	
40	Faxes Sent	1997	
40	Federal Register	1989	
40	Federal Reserve Bank	1995	
40	Forefront Direct, Inc.	1998	
40	Government Printing Office	1994	
40	Gen. Tech Incorp	1997	
40	Housing Matters	1997	
40	Home Mortgage Disclosure Act	1995	
40	Hazardous Material	1991	
40	Valley Tech Internet Provider	1997	
40	Hiline Internet	1995	
40	IDIS San Antonio	1999	
40	INMAC	1997	
40	JTPA Articles		
40	Laptop Price Quotes	2000	
40	HUD Labels		
40	Letters of Consistency CPS	1999	
40	Low and Moderate Income	1994	
40	Lower Rio Grande Valley Dev. Council Project Digest	1998	
40	TCDP Colonia Fund	1999	
40	CPS Consultation	1999	
40	Business Week	1998	
40	Career Track		
40	Invest Learning	1999	
40	National Seminars	1995	
40	Abraham Tech	1995	
40	Advance Tech	1996	
40	Rehab Computer Price Quote	1997	
40	All Star Systems	1998	
40	Aspen Systems Corp.	1998	
40	Best Buy	1995	
40	CRC Computer Repair Center		
40	Comp USA	1998	
40	Computer Education Solutions	1997	
40	Materials Contracts	1992	
40	Memorandums	1996	
40	Map & Plan Index	1996	
40	NOFA	1994	
40	NCDA	1998	
40	Anti Virus Notes	1998	
40	Notary Public Pamphlet Notes	1997	
40	OAHP Issuance and Documents	1997	
40	Gateway Lease	1997	
40	Toshiba	1996	
40	Rehab Printer Quotes	1997	
40	Price Quotes Supplies	1999	
40	Price Quotes Computers	1999	

ADMINISTRATION
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BOX #	DESCRIPTION	YEAR	
40	Purchase Contracts	1999	
40	Property Lease Contracts Motor Grader, Water Truck	1990	
41	Empowered Zone	1995	
41	Empowered Zone Advisory Committee	1995	
41	Summary Packets	1995	
41	El Paso Court of Inquiry Reports on Agencies	1994	
41	Hidalgo County Housing Finance CC Courtroom Meeting	1993-1997	
43	Faxes to Irma from Internal Audit Office	2000	
43	Income Guidelines First Time Homebuyer	2000	
43	Incoming Faxes Joe Garza	2000	
43	Expenditure Ratio	2000	
43	Requirement Agreement Draft		
43	Sample Procurement Policy		
43	Texas Adm Law Journal FHEO Info Binder		
43	Publications Affordable Housing Finance	2001	
43	Purchasing Dept Health Ins. Policies Procedures Appraisal services	1995	
43	HUD CLIPs & Federal Registers		
43	IDIS Activity Summary Student Guide	2000	
44	Cities/Precincts Outstanding Balances	2002	
44	Memos	2004	
44	Letters from Cities (Mayors) RE Workplans	2004-2008	
44	Original Forms Tax exempt,trip Log,Adm Visit report etc.)		
45	Census 2000- Census Designation Place Workshop for Hidalgo County Agenda Tuesday Oct 13, 1998/	1998	
45	HUD Correspondence April 24-30, 2000 Celebrate National Community Devl Week Matrix Codes/	2000	
45	MEMO: Inspection on a CHDO Project with Rental Units/ Inspection on CHDO Projects/ Income		
45	Faxes: Internal Audit Division/ City of Elsa/ Reyes Cortez/ Agenda Sept 3, 1991/ Agenda Feb 2, 1993/	1993	
45	The Salvation Army / Monitoring Report / Checklist/ Activity Log/ Correspondence/ Working Papers/		
45	Upper Valley Community Partners, Inc./ Activity Log/ Monitoring Visits/ Fax Coversheets/		
45	Weslaco Boys & Girls Club/ Correspondence/ Checklist/ Activity Log/ Agenda Forms/ Monitoring		
45	MEMO: June Employee Mileage Reimbursement & Sign In/Out Review/ 1999 Mileage		
45	Subrecipient Questionnaire/ Pre-Assessment Visit/		
45	Workshop Attendance Logs/		
45	MEMO: Construction Projects January 13, 2000		
45	MEMO: Open Construction Project List September 28, 1999		
45	Directory of Health & Human Services McAllen, Tx 1999 Community Council of Rio Grande Valley, Inc.		
45	Monitoring Forms/ Dividers & Checklists/		
46	CDBG Allocations for FY 1992	1992	
46	CDBG Wk April 6-9 Activities of CDBG Funding	1998	
46	General Engineering Services	1998	
46	CHIP (Brochure) Affordable Health Ins.	1998	
46	Coop Agreement Sample		
46	CPD Professional Update	1996	
46	CPS Monitoring Standards & Procedures	1997	
46	CPS Consultation Citizens Guide	1999	
46	CPS Plus Software Training STCC Mcallen	1997	
46	Compaq (Form) Letter Brochure	1999	
46	Compaq Ethernet PC Card NIC 220	1997	
46	CompUsa Quotes	1997	
46	Calendar & Schedule Of Events	1997	
46	Camera Quotes, Invoices	1997	
46	Census Tract Info	1990	
46	Co Of Hidalgo Community Development Council By-Laws	1993	
46	Cameron Willacy CountySelf Help Center Report	1997	
46	Capers Working Papers (Binder ,Citizen Summary Report)	1997	
46	Capers Annual Community Assesment FY98	1998	
46	Casa Grant Closeout Docs Routing slip Copyrights Statements	1997	
46	Introducing the CDBG CD-Rom Sprint Net Security 1998	1998	
46	Burton McCumber & Prichard Letters Faxes Expenditures	1994	
46	BDGTR Journal File City of Alton Expenditures	1996	
46	2nd Annual Best Practices Awards (Certificate)	1998	
46	Bonding Info Importance of Bonding in the Constr Industry	1995	
46	Business Frontier Federal Reserve Banl of Dallas Issue 2	1998	
46	Business Grammar and usage Seminar Ref. guide		

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BOX #	DESCRIPTION	YEAR	
46	Burton McCumber and Pricahard Bill (Invoice)	1996	
46	8th Annual Conf Urban Co, Program	1998	
46	Allocations UCO Memos Funding, Proposals	1998	
46	Allocations UCO Memos Approval 1 Year Action Plan	1997	
46	Allocations UCP Memos Year 9 Memos Organizational Chart	1996	
46	Allocations Memos Allocations Formula Final Statement	1995	
46	A& M Project Surplus Funds	1993	
46	Additional Assignment Notes, Activity Report, Letters	1994	
46	Advertising Expenses Invoice Summary	1995	
46	Agenda Items Public Hearing Proposed Amendment Countywide	1998	
46	American lower Conversion APC (Back-up)		
46	Asset Tracking Forms (Transfer of Assets)	1999	
46	Anti Virus (Register Card)	1997	
46	Audit Requests (Activity Report) Women Together	1997	
46	Audit Juan Nunez CPA Vender ID Project Summary	1996	
46	Audit Reports Submissions Letter National External Audit	1995	
46	Awards Expressions in Glass Price List	1997	
46	Community 2020 HUD Comm Planning Software	1997	
46	Community 2020 Activity Reports Memos	1997	
46	Community 2020 Training Audit Hilton	1997	
46	Computer Notebook Compaq- Gem Receipts	1997	
46	Computer Notebook Compaq- Gem Receipts		
46	Computer Software Bid Proposal Reports Brochures	1994	
46	Civil Service (Temporary Rules)	1995	
46	Code of Conduct (Forms)		
46	Cole Directory Invoices Renewals Replacements	1997	
46	Colonia Application Planning Application Data	1997	
46	Colonia Grants Funding List Planning & Capacity	1996	
46	Colonia Letter Of Credit Documents Ist Natl (Lenders Cont)	1996	
46	Communications TDD Equipment Info	1990	
46	Community Profile Citizen Summary	1997	
46	Circulaars No. A- 133- Revised Audit State Local Non Profit	1997	
46	Citizens Guide Intoduction Binder	1997	
46	Community Planning Software (Video Training Brochure	1997	
46	City Staff Consultation Orientation CPS Update	1997	
46	Computer Notebook Quotes	1998	
46	Copy Data- Maintenance Contract	1995	
46	Correspondence(In) Disclosure of Info Fin. CPD Notice	1998	
46	Correspondence out Acctsd Payable Summary	1998	
46	HUD Correspondence (Appr of One Year Action Plan CDBG ESG	1996	
46	Correspondence In Faxes Memos	1997	
46	County Dept Ph # 's		
46	Anthony Covacevich (UCP Info Conveyed while out on Travel)	1997	
46	Correspondence Out UCP Letters , Property Contract Loss Prev, Div	1997	
46	Draw Dowm Rate And Process Accts Payable Summary	1998	
46	Del Computer Notebook Notes Daily Activity Docs	1996	
46	Drug Free Workplace Training Agenda Memo	1997	
46	EZ-EC Main Contact List Empowerment Zone	1998	
46	Economic Development Preface CDBG		
46	Elected Officials Consultation / Orientation CPS Update	1997	
46	Electronic Federal Tax Payment System	1997	
46	Emergency Shelter Grant (Letter Reporting Summary	1997	
46	Environmentals Workshop Part 58 Procedures	1996	
46	Equipment Lease Ricoh Copier Activity Report	1995	
46	Economics Survey UCP	1997	
46	PHA Approval for DP Assistance and Secondary Fin.	1998	
46	Fair Housing News April 1998 Issue	1998	
46	Fxes from Anthony Covacevich	1998	
46	Faxes From Samuel Victorina to B&G Club etx.	1997	
46	Faxes From Sylvia Nunez Garcia misc.1996	1996	
46	Fax Activity Reports from Sylvia Nunez Garcia	1996	
46	Federal Grant Alert 10/6/97 Gov Office Of Planning Budget	1997	
46	Film Negatives for Monitoring Dept	1997	

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BOX #	DESCRIPTION	YEAR	
46	Fin And Accounting Guide For Non Profit Org.	1996	
46	Finance Dept Accts Payable Summary	1997	
46	Fin. Info Project Detail Gen. Ledger Detail Report	1995	
46	Fire King Cabinet (Key Distribution of the Fire Proof Cabinet)	1998	
46	Federal Per Diem Policy from Sandra Hernandez	1994	
46	Finance Manager (Duties Responsibilities	1996	
46	Float Funded Activities and Guarantees	1996	
46	Flores Construction Meeting Dec 31 Bid Approval App	1996	
46	Fixed Asset Records (Calculator etc.)	1996	
46	Form SF 424 App for Fed Assistance	1998	
46	Funding Scheduled for Recapture 6-30-98 Allocations FY 94	1998	
46	FYI Computer (Backup Files)1996	1996	
46	FYI General (Balance Ledger)	1996	
46	Gen Adm Repairs & Maintenance	1997	
46	GPR Notes UCP GPR Reconsiliation 94-95 Grant # & Expenditures	1995	
46	Grant Funds Summary Reports Grant Funds	1998	
46	2020 Housing Committee April Memos Ordinance zoning Subd.	1995	
46	HUD Consultation Memo (Monitoring Status Reports	1997	
46	Home Program Budgets Bal. Yr 1992 1993 1994	1994	
46	HUD Correspondence training Seminars Annual Meeting	1996	
46	Hewlett Packard Printer Info Set up Instructions	1997	
46	Laptop Computer Quotes (Program Monitor)	1997	
46	HC Water Dev. Board (Fin Statement Draft, OMB Circular No. A-128	1995	
46	HWHF Corp9 Special Meeting Agenda Aug 27,	1997	
46	Housing Summary Data 1990 Census of Pop Housing	1990	
46	IDIS Comp Specs Compaq PaqFax Literature	1996	
46	Income Limits State: Texas Prepared: 11-18-96	1997	
46	International Trade Tech Building (Letter from UTPA Grand Opening	1998	
46	Inventory Listing J-Quad & Associates Corresp. (Letter ,Ms Garcia	1994	
46	UCP Section 108 La Joya Project	1997	
46	LOCCS Balance and IDIS Problem (HOME Grant)	1998	
46	LOCCS VRS- Terms of Access 2-26-98 Us Dept HUD	1998	
46	Letters to Headstart and Community Agency Service	1997	
46	Letters of Support (Dismas, Charities, Horeizons TOPS, POPS	1997	
47	City of La Villa Street Imp; 5098-00-45-0311-5000-4500 $8785.70/ Part I- Professional Service	2000	
47	City of Hidalgo Public Facilities & Imp; 5098-35-0300-5000-3500 $114,828.18/ Construction Contract	2001	
47	City of Alamo Street Improvements Project 5098-00-05-0311-5000-0500 $587,904.79/ Project	2000	
47	Hidalgo County -TDHCA Colonia Fund Program Contract #718075 $34,447.32/ Approval of	1999	
47	City of Donna Public Services 5001-15-0500-5000-1500 $5,000.00/ Memo Sub Recipient Agreement	2001	
47	Donna,Elsa,Mercedes,SanJuan, Pct2,Pct4/ Senior Services 5001-XX-0501-5000-XXXX/ Amigos Del	2001	
47	ESG American Red Cross South Tx Charter/ Maintenance & Operations 5500-09-5501-5000-0901	2001	
47	ESG Mujeres Unidas/Women Together Maintenance & Operations 5500-53-5501-5000-5301	2001	
47	ESG Community Service Agency/ Maintenance & Operations 5500-13-5501-5000-1301 $10,000.00/	2001	
47	Hidalgo County Pct 3 Substance Abuse Services 5500-93-0506-5000-9300 $16,000.00/ Sub recipient	2000	
47	City of La Joya Youth Services 5000-40-0504-5000-4000 $25,000.00/ Sub recipient Agreement/	2001	
47	City of Elsa Youth Services 5000-25-0504-5000-2500 $50,000.00/ Sub recipient Agreement	2001	
47	City of Edcouch Health Services 5000-20-0503-5000-2000 $10,000.00/ Sub recipient Agreement	2001	
47	City of Edcouch Youth Services 5000-20-0504-5000-2000 $25,000.00/ Sub recipient Agreement	2001	
47	Hidalgo County Pct 1 Public Services 5000-91-0514-5000-9100 $5,000.00/ Sub recipient Agreement	2001	
47	Case # CW 85-00-22/ County of Hidalgo * State of Texas/ Deferred Loan/Grant Owner Occupied	2000	
47	Case # CW 85-00-09/County of Hidalgo * State of Texas/ Urban County Program Owner Occupied	2000	
47	Copy of Agenda Request Form/ Approval of Amendment to the Professional Services Contract with	2000	
47	UCP Contract Change Order Request/ City of Alamo RE: Extend the proposed 8" water line No 5098-	2000	
47	COPY Texas Benefit Planning, Inc. / April 6, 2001/ Mr. Joe Garza RE: Circle Trust Contract Agreement	2001	
47	City of Alamo Youth Center 5097-98-99-05-0304-5000-0500 $43,600.00/ Part I- Professional Services	2000	
47	City of Alamo Parks, Recreational Facilities 5097/99-05-0306-5000-0500 $34,200.00/ Part I -	2000	
47	MEMO: February 20, 2001/ Contracts City of Elsa & Amigos Del Valle/ Sub recipient Agreements	2001	
47	City of Elsa Agreement on March 28th between Jaime Enriquez by Quintanilla & Headley Associates,	2000	
47	Demolition Contract/ Hidalgo County joined by City of Elsa on June 27th called Contractor/ Clearance	2000	
47	Construction Contract agreement entered on May 17th joined by City of Elsa	2000	
47	Construction Contract agreement entered on August 29th joined by City of Elsa doing business as	2000	
47	Part I- Professional Services Agreement / entered on October 9th a political subdivision with City of	2000	
47	Agenda Request Form/ October 03, 2000/ Approval of Change Order #1 for R&E Construction - City of	2000	

ADMINISTRATION
BOXED FILES

BOX #	DESCRIPTION	YEAR	
47	MEMO: June 22, 2001/ Contracts (Bee Healthy and City of Elsa) attached original Sub-Recipient	2001	
47	MEMO: March 19, 2001/ Contract City of Elsa Street Improvements (Construction of Seven Street) for	2001	
47	Construction Contract/ Hidalgo County joined City of Elsa and Javier Rodriguez(R&E Construction) on	2000	
47	Part I-Professional Services Agreement City of Elsa and Eulalio Ramirez authorized Engineer by	2000	
47	City of Granjeno: Construction Contract/ City of Granjeno with Mayor Rafael Garza & Sascon, Inc. on		
47	City of Granjeno: Agreement entered into March 16th between hidalgo county joined City of	2001	
47	City of Granjeno: Part I- Professional Services Agreement / entered on November 3rd City of	1999	
47	city of Granjeno: Non-Refundable Construction Payment Agreement W.O. No 20786253 May 14,	1998	
47	City of Hidalgo: Part I-Professional Services Agreement between County of Hidalgo & City of Hidalgo	1999	
47	City of Hidalgo: Construction Contract agreement entered joined City of Hidalgo through Mayor John	2000	
47	City of Hidalgo: Part I- Professional Services Agreement entered with City of Hidalgo and Melden &	2001	
47	City of La Villa: UCP Contract Change Order Request / City of La Villa/ Project: Gymnasium Addition	1999	
47	City of La Villa: Part I-Professional Services Agreement/ City of La Villa and Alcocer Garcia Associates	2001	
47	City of La Villa: Construction Contract/ Hidalgo County joined City of La Villa and S.D.S. Inc	2001	
47	City of La Villa: UCP Contract Change Order Request city of La Villa Project: Gymnasium Addition to	2001	
47	City of La Joya: Agreement for Professional Services entered on January 16th and Hinojosa	2001	
47	City of La Joya: Part I- Professional Services Agreement entered into June 27th between Hinojosa	2001	
47	City of La Joya: Construction Contract / City of La Joya Charlene Aubrey doing business as Longhorn	2000	
47	City of La Joya: COPY Agenda Request Form/ July 5th/ Approval of a Professional Services Contract	2001	
47	City of La Joya: COPY Agenda Request Form/ October 3rd/ Approval of Change Order #1 for ROCOSA	2000	
47	City of La Joya: Agreement for Professional Services entered on August 29th between Hidalgo	2000	
47	City of La Joya: Construction Contract Agreement entered on September 5th between Hidalgo	2000	
47	City of La Joya: City of Mercedes: Subrecipient Agreement entered between Hidalgo County joined	2000	
47	City of Mercedes: Part I- Professional Services Agreement City of Mercedes and Richard Salinas		
47	City of Mercedes: Subrecipient Agreement entered between Hidalgo County joined City of	1998	
47	City of Mercedes: Subrecipient Agreement entered on October 5th Political subdivision State of	1997	
47	City of Mercedes: Subrecipient Agreement State of Texas joined City of Mercedes with Amigos Del	1997	
47	City of Mercedes: Part I Professional Services Agreement entered on July 7th joined by City of	1999	
47	City of Palmview: Construction Contract entered on March 7th between Hidalgo County joined City	1999	
47	City of Palmview: Part I- Professional Services Agreement joined by City of Palmview and Richard	1998	
47	City of Palmview: Ebony Hollow Subdivision / April 04 , 2000 City of Palmview 5099-55-0311-5100-	2000	
47	City of Penitas: Construction Contract agreement entered into August 14th / City of Penitas called		
47	City of Progreso: Part I- Professional Services Agreement/ 5099-65-0311-5000-6500 $7,515.55		
47	City of Progreso: Construction Contract entered into August 5th A&E Paving Construction/ City of	2000	
47	City of Progreso: Jan 18th entered into City of Progreso and Javier Hinojosa Engineering	2000	
47	City of San Juan: Subrecipient Agreement 5000-75-0501-5000-7500 $10,000.00 Entered on	2000	
47	City of San Juan: Construction Contract Hidalgo County joined by City of San Juan through Mayor	2000	
47	City of San Juan: Part I- Professional Services Agreement 5000-75-0311-5000-7500 $9,100.00	2000	
47	City of San Juan: 5000-75-0311-5000-7500 $47,914.50 October 17th Noe Garza Engineering with	2000	
47	City of San Juan: 5099-75-0501-5000-7500 $10,000.00 October 5th Amigos Del Valle, Inc. political	2000	
47	City of San Juan: Abbreviated Form of Agreement between Owner & Architect/ made on October	2000	
47	City of Weslaco: Subrecipient Agreement 5099-80-0501-5000-8000 $15,000.00 entered on October	1999	
47	City of Weslaco: Abbreviated Form of Agreement between Owner & Architect/ made on February	1999	
47	Precinct # 1: Agenda Form: January 3rd approval of a Contract Amendment to the Professional	1999	
47	Precinct # 1: Agenda Form: November 28th approval of a Construction Contract with S&G Paving	1999	
47	Precinct # 1: Subrecipient Agreement #5099-91-0504-5000-9100 $5,000.00/ Hidalgo County PCt #1	1999	
47	Precinct # 2: Subrecipient Agreement 5000-92-0501-5000-9200 $5,000.00 entered on November 7th	2000	
47	Precinct # 2: 5099/00-92-0509-5000-9200 $7,500.00 agreement made and entered into December	1999	
47	Precinct # 2: MEMO: December 1, 2000 Contracts Pct 2 & Hidalgo Youth Center MEMO: December 5,	2000	
47	Precinct # 2: MEMO: May 30, 2001 Contracts Pct 2 & Pharr Boys & Girls Club (Las Milpas Unit)	2000	
47	Precinct # 2: MEMO: April 5, 2001 Contracts / Pct 2 & CASA	2000	
47	Precinct # 3: Part I - Professional Services Agreement Hidalgo County Pct No.3 and Raul Sesin	2001	
47	Precinct # 3: Subrecipient Agreement 5000-93-0504-5000-9300 $7,000.00 entered on October 9th	2001	
47	Precinct # 3: Agenda: November 28th, 2000 Approval of a Professional Services Contract with Sesin	2000	
47	Precinct # 3: Construction Contract entered into June 27th between Hidalgo County Pct No.3 through	2000	
47	Precinct # 4: Subrecipient Agreement 5096/99-94-0504-5000-9400 $7,500.00 entered on November	2000	
47	Precinct 4: MEMO: August 15, 2001 / Contracts / D.M. Cramer, Inc. & Pct 4 / Attached original	2000	
48	Service to Disadvantage Grant	1987	
48	Application for Federal Assistance Colonias		
48	Levi Strauss (McAllen Plant) Prepared by Frank Briones (Proposal to build a new facility)		
48	Proposal from Lower Rio Grande Valley Dev. Homemaker /Home Health Aid Training Program	1987	
48	LRGVDC - Committee Meeting to review applications	1987	
48	LRGVDC - FY'88 Criminal Justice Application	1987	

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BOX #	DESCRIPTION	YEAR	
48	United States Dept. of Commerce - McAllen Standard Metropolitan Statistical Area (SMSA)	1987	
48	NESFAC, Inc. - Bob Williams (flyer)	No date	
48	Right Away Food project 11-A PIC Planning Recommendations	1987	
48	Texas Parks & Wildlife Dept. - Precinct 2 Grant Application - Letter addressed to Judge regarding	1989	
48	Precinct 3 - Parks & Wildlife - Anzaldua's Park Project # 48-00049 - pictures / Letters regarding	1988	
48	Alicia M Guerrero - Public information Statistical Data base proposal	No date	
48	Anti-Drug Project - Hidalgo Coiunty combined Law Enforcement & Special Crimes Task Force - Grant	1987	
48	Lieutenant Governor's Office - Built Texas Program - signed Resolution	1987	
48	County of Hidalgo - Dept of Community Affairs - Council meeting agenda	1987	
48	County of Hidalgo - Dept of Community Affairs - Strategic Planning Group - Transmittal of Mgt. Dev,.	1987	
48	Cameron County - Program Dev. & Mgt. Dept.	1987	
48	Conferences lonforamtion - Commissioners court training	1987	
48	CPL - Annual Reports and Court of appeals	1987	
48	July 4 trip to Queretaro	1987	
48	Grant Award with Texas Parks & Wildlife commission	1987	
48	KOCH - The National Provisioner	1987	
48	Newsletter - HUD	1987	
48	The State of Texas -Office of Leiutenant Governor	1987	
48	Memo - Internal from Victor Alonzo , Planning for Administration of Major Dept.	1987	
48	Dept of Community Affairs - Reg. NAB Clearinghouse Economic Dev.	1987	
48	Release of Funds - Notification of Intent of Request - City of Edinburg	1987	
48	Motivation Education & Training, Inc. draft grant application submitted to Judge for review	1987	
48	Letter from City of Edinburg addressed to Frank Briones regarding meeting	1987	
48	Midwest Research Institute (MRI) report	1987	
48	Letter to Frank Briones, JTPA from City of La Feria - EDA Project # 08-11-02555 Request for Proposal	1987	
48	Public Hearing Precinct 3 - process of developing a grant application to be submitted to the Tx Dept of	1987	
48	Hidalgo County Agricultural Dev. Corp - Articles of Incorporation, Municipal Bond Attorneys in	1987	
48	MID - Hidalgo County Industrial Dev. Authority, Inc. - application for financial participation	1988	
48	Process by which Raymondville Willacy County came to be designated as an Enterprise Zone	1988	
48	Letter - Renato Cuellar - The State of Texas House of Rep. # 42 - Testimony gives a step by step	1988	
48	Dept. of Commerce Letter addressed to Judge in Willacy & Mayor approving Willacy / Raymondville	1988	
48	Internal letter from county auditor to judge Subject: Non reimbursement (request denied) byt the	1988	
48	Internal letter form County auditor to Precinct 1 Commissioner - Subject: Billing for County Match	1988	
48	Internal Letter from County Auditor for Texas Parks & Wildlife Dept. Subject: Billing # 1 for Hidalgo	1988	
48	Letter from HUD address to Urban County regarding software package that will help CDBG grantees	1988	
48	Agenda Officials meeting - attached County Progress News		
48	Invoice Statement from Albert Champion Consultant : Project name: Planning & Capacity Building	1988	
48	Contract to process Municipal Solid Waste between City of Pharr and Rodrigo Ayala and Matias Pena,	1988	
48	Proposal to process Municipal Solid Waste for the Commercial Waste Disposal presented by Pena-	1988	
48	Memo to Judge from Community & Economic Dev, Director Subject: AMRS Training Activity	1988	
48	Automation Research System Limited Training Registration for HUD at Fort Worth, TX	1988	
48	Expenditure detail report	1988	
48	Letter to Judge from Texas Parks & Wildlife Dept regarding Hidalgo County Sunrise Park Billing # 1-	1988	
48	Hidalgo County Sunrise Hill Park - Billing # 1 amount $13,449.	1988	
48	Copy of check -State Comptroller to Hidalgo County $6,724.50	1988	
48	L & L Rodriguez & Associates, Inc. Consulting Engineers / Planners / Surveyors requesting to submit	1988	
48	County Auditor letter addressed to County Judge Subject: Texas Dept of Commerce, Planning &	1988	
48	Brown Folder - City of Donna Street Improvements B88-UC-48-0501 City of Donna Workplan	1988	
48	Brown Folder - City of Edcouch - Community Dev. - Economic Dev. Plan # 02-6257-015-000 Economic	1988	
48	Brown Folder - City of Edcouch - Street Improvements Notice to proceed, Contract Sason, Insurance	1989	
48	Brown Folder - City of Hidalgo Street Improvement - empty folder	1989	
48	Brown Folder - City of Elsa - Parks & Rec. Facilities	1989	
48	Brown Folder - City of Hidalgo - Non Historical Historic Presev. # 02-6357-1502-0000	None	
48	Brown Folder - City of Hidalgo - Acqusition of Real Property	1989	
48	Brown Folder - City of Donna Housing Rehab	1989	
48	Brown Folder - City of Edcouch - Removal of Architectural Barriers	No date	
48	Brown Folder - City of Edcouch - Neighborhood Fac.	1989	
48	Brown Folder - City of Edcouch - Interim Asst.	1990	
48	Brown Folder - City of Donna - Renovation of	1989	
48	Brown Folder - City of San Juan - Planning	1990	
48	Brown Folder - City of San Juan - Public Services	1990	
48	Brown Folder - City of Hidalgo - Housing Rehab	1990	
48	Brown Folder - City of San Juan - Parks Rec. Fac.	no date	

ADMINISTRATION
BOXED FILES

BOX #	DESCRIPTION	YEAR	
48	Brown Folder - City of San Juan - Street Imp.	1989	
48	Brown Folder - City of Elsa - Street Imp	1989	
48	The University of Texas Health Science Center at Houston - regarding Sister Marian Strohmeyer, RSM -	1989	
48	Primary Health Care Services Program grant 1987-1988	1989	
48	Memo to Judge From Library Coordinator - Reg: Service to Disadvantage Grant (Bookmobile)	1987	
48	Application for Federal Assistance - Hidalgo County Library System	1988	
48	Colonia Bookmobile Service - A proposal to provide bookmobile service to Hidalgo County Colonias	1987	
48	Library Services & Construction Act - Title 1 - Public Library Services for Disadvantages populations	1987	
48	Levi Strauss (McAllen Plant) Proposal by Frank Birkhead	1987	
48	LRGVDC Professional Advisory Review Panel	1987	
48	LRGVDC Criminal Justice Application / Plan	1987	
48	Minority Business Dev. Agency - McAllen Standard Metropolitan Statistical Area	1987	
48	Competitive Agreement Application - Blank form	1987	
49	Hidalgo County Statistics 1987 - 1994	1987 - 1994	
49	Home/Rehab Program Proposal for Precinct 1, 2, 3, 4 - April 2002	2002	
49	CPD's Grant Management System - HUD Consultation meeting - January 1997	1997	
49	CPD's Grant Management System - HUD Consultation meeting - January 1998	1998	
49	HOME Participating Jurisdictions Comm. Status Report - August 10, 1999	1999	
49	HUD 2000 Budget Summary - April 30, 1999	1999	
49	HUD Consultation Meeting with H.C. - February 5, 1999	1999	
49	HUD Consultation - August 25, 1999	1999	
49	HUD Internet - 1992 thru 2000	1992 - 2000	
49	IDIS Live - October 1999	1999	
49	H.C. Industrial Development - January 9, 1995	1995	
49	H.C. Industrial Development Corporation (Formation Documents) - 1988	1988	
49	Joe Garza - UCP Director (September 2000 thru December 2001	2001	
49	Jewelry Making Cottage Industry Prop Org/Owner Structure - June 1995	1995	
49	UCP Key Log - November 2001	2001	
49	La Villa TX Project Mobile Home Mfr. - February 1997	1997	
49	Litigation File Seven Subdivision Project - Andrea Garcia - September 2001	2001	
49	City of La Villa - Prop Economic Deve. Project - January 2000	2000	
49	UCP Loan Servicing Policy - October 1996	1996	
49	Management Science Institute Consulting Group - Carlos Trevino, Jr. - March 2001	2001	
49	Municipal Utilities Districts (MUD) October 1997	1997	
49	Monitoring 2002	2002	
49	News 8 - Austin, TX February 2001 (March 19 & 20)	2001	
49	Town Crier	2000	
49	Open Accounts Listing	No date	
49	Open Records Act - October 2000	2000	
49	Open Records Request - December 18, 2000	2000	
49	Public Information Request - December 2000	2000	
49	Partnership with City of McAllen and City of Edinburg - October 2000	2000	
49	Phil Gramm, Seneator Biography - January 2002	2002	
49	Project Hope University Comm. Partnership Agreement - June 1998	1998	
49	Project Self Eco, Dev. Initiative Section 108 (1998-2000)	1998-2000	
49	Project Housing & Eco,. Dev. - June 1999	1999	
49	$1 Million Revolving Loan Fund	1999	
49	Raba Kistner Folder	1997	
49	Radical Disparities in HOME Mortgage Lending in Texas - June 1994	1994	
49	Regional Composing Facility - January 1994	1994	
49	Ch. 10 Rehab of Private Property	No date	
49	Rehab Program Loan / Grant COPC - UTPAU	No date	
49	Rehab Supervisor Applicants - September 1996	1996	
49	John L. Gunther Blue Ribbon Prac. In Comm. Dev. - August 1997	1997	
49	Requests for Statement of Qualifications for Construction Testing	1998	
49	Reinvest Zone # 1, City of Edinburg Public hearing CCC Meeting - November 25, 1997	1997	
49	UCP Request for Release of Funds 1993	1993	
49	UCP Request for Release of Funds 1994	1994	
49	UCP Request for Release of Funds 1995	1995	
49	UCP Request for Release of Funds 1996	1996	
49	Resolution Authorizing UC Director to sign HOME Program contracts - - July 1994	1994	
49	Approved Resolution UCP Consolidated Plan	1997	
49	Resolution UCP Procurement Standards	1997	

ADMINISTRATION
BOXED FILES

BOX #	DESCRIPTION	YEAR	
49	A resource guide for Local Officials - March 1993	1993	
49	Revision of 1st Time Homeowner Documents - September 1997	1997	
49	Sierra Club Vs. James S. Baker	1992	
49	Rio Grande Valley Chamber of Commerce	1995	
49	RGV Partnership / Chamber of Commerce Valley Build	1996	
49	A Sustainable Dev. Initiative for RG / Rio Braco Basin	1993	
49	The Salvation Army - Emergency Shelter Grant Program	1999	
49	Guadalupe Sanchez - Precinct 2 Rehab - December 2001	2001	
49	Section 108 packets	1997	
49	Seminars / Training / Conferences	1993	
49	Tonya, Inc.	2000	
49	HC UCP Institutional Structure	No date	
50	Employee/Visitor Drop Off Logs Visitor Lovisit and Copies of 2009 Mail Correspondence	2005-2008	
51	Seminars / Training	2004	
51	TALHFA DRS Hidalgo Willacy HFC	2004	
51	TALHFA Noe T. Loya	2004	
51	TALHFA Joe Alexandre	2004	
51	TALHFA - Hector Tito Palacios	2004	
51	TALHFA - Correspondence	2004	
51	TALHFA - Sylvia Handy	2004	
51	Tx. Dept. of Housing Community Affairs	2004	
51	Tx. Historical Commission	2004	
51	TX Parks & Wildlife	2004	
51	Travel - Diana R. Serna	2004	
51	Travel - Precincts	2004	
51	Travel - Staff	2004	
51	Willette & Guerra LLP	2004	
51	X-Mas Cards	2004	
51	Misc. Brochures Phamplets file	2004	
54	Technical Report - Business Credit Availability in RGV		
54	South Texas Maquiladora Supplies Project	agendas	
54	Technical Report - Possible Impact of a U.S. Mexico Free Trade	1992	
54	Technical Report - RGV Historic Corridor - Economic Impact	1992	
54	Technical Report - Education & Training Cost Estimates	1992	
54	Technical Report - Mexicos Maquiladora Program	1992	
54	CEED Status Report	1992	
54	CEED Regional Advisory Council	1992	
54	CEED Chronicle	1992	
54	CEED Advisory Council Meeting	1992	
54	CEED Advisory Board	1992	
54	CEED Advisory Council	10/19/1994	
54	NCDA Washington Reports	8/30/1993	
54	NCDA Washington Reports	1993	
54	NCDA Washington Reports	1991	
54	NCDA Washington Reports	2000	
55	Personal Success Planner	2001	
55	HC UCP Consolidated Plan 1995	2002	
55	24 CFR Part 570 GPR Housing & Dev. Act 1974		
55	HUD Direct Distribution Center Catalog	1995	
55	HUD Websites	1988	
55	2003 Consolidated Plan for UCP	2001	
55	2004 HC UCP 1 Year Action Plan (Citizen's Copy)	1998	
55	2004 Correspondence Log	2003	
55	Telephone Directory (Binder) consists of HUD Water Development Board, HF Corp. of CHDOS, etc.	1996 & 1997	
56	Application Supported Consistence with CPS	1995-1998	
56	Home Division Corresp	2002	
56	Seminars Training	2006	
56	Travel (Request Forms) 2006	2006	
56	Christmas Cards , Brochures Pamphlets		
66	HC UCP 1st HUD Funding Approval 8/30/1988	1988	
66	Homeownership Options under HOME Program	N/A	
66	BECC/COCEFF Border Environment	1996	
66	Section 108 Underwriters Criteria	1997	

ADMINISTRATION
BOXED FILES

BOX #	DESCRIPTION	YEAR	
66	Consolidated Annual Action Plan FY 2006	2006	
66	HC UCP Internal Audit Compliance of CDBG for 1/1999 to 6/2000	1/1999 - 6/2000	
66	HC Audited Annual Financial Report - December 31, 1991	1991	
66	HC Audited Annual Financial Report - December 31, 1990	1990	
66	HC & Belated Component Entities Comp. Annual Financial Report - December 31, 1989	12/31/1989	
66	HC & Belated Component Entities Comp. Annual Financial Report - December 31, 1988	12/31/1988	
66	HC Audited Annual Financial Report - December 31, 1987	1987	
66	HC Auditors Separate Management Letter - December 31, 1991	1991	
66	HC Audited Annual Financial Report - December 31, 1992	1992	
66	HC UCP Internal Audit on Compliance of CDBG - January 1999 - June 2000	1/1999-6/2000	
66	HC Audited Annual Financial Report - December 31, 1990	1990	
66	Creditors Remedies & Debtors Rights 1999 (book)	1999	
66	The Accounting Cycle (Book)	1992	
66	Understanding Financial Statements (book)	1990	
66	The Basics of Budgeting (book)	1992	
66	1001 Ways to Energize Employees (book)	1997	
66	Public Sector Loans to Private Sector Business	2003	
66	HUD Federal Funds; Local Choices VI (book)	1995	
66	HUD Best Practices (book)	1998	
66	Additional books from library (not listed on this page)		
67	Community Needs	1999	
67	CPS Consultation	2000	
67	UCP FY 2001 Allocations	1999	
67	CPS Training Guide	2001	
68	The Economic Dev. Tool box (CDBG & Section 108) - May 1996	1996	
68	HUD Transition to New Eco. Dev. Regulations - June 1995	1995	
68	Draft Copy of Section 108 Underwriting Guidelines - June 1999	1999	
68	Tax Exempt Bonds Continuing Disclosure Seminar - February 1998	1998	
68	TX Rural Water Association : TX Public Funds Investment Act - March 1996	1996	
68	CHAS for FY 1992 (September 1991)	1991	
68	HUD CPD Integrated Disbursement & Info. System Activity Summary	1999	
68	TX. Comm. Development Program Implementation Manual	1994	
68	Rike - Ogden Figueroa Architects - September 1994	1994	
68	Handbook 6510.2 REV - 2 - CDBG Program Entitlement Grantee Performance Report - July 1993	1993	

AI-41998 **Elections Administration 14. A.**

CC REGULAR

Meeting Date: 12/10/2013

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

1. Discussion, consideration and action for posting Early Voting rosters on the Hidalgo County Elections Department's website as per Election Code Section 87.121 Early Voting Rosters.

2. Discussion, consideration and action for posting Election Day roster on the Hidalgo County Elections Department's website.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/26/2013 03:21 PM
Purchasing Department	Monica Badillo	12/06/2013 04:57 PM

Form Started By: Amanda Valdez Started On: 11/26/2013 12:50 PM

Final Approval Date: 12/06/2013

AI-42139 **Planning Department 15. A.**

CC REGULAR

Meeting Date: 12/10/2013

Submitted For: Raul E. Sesin, P.E. **Submitted By:** Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

Discussion and Possible Action to execute the LPA Standard Utility Agreement for FM 681 with Sharyland Water Supply Corporation and AEP Texas Central Co. (AEP-TCC).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1315-431-00-123-070-0-841

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

BUDGETARY IMPACT:

Available funds as of 12-09-2013 in the amount of 41,666.14.

FISCAL YEAR: 2013 **ACCT. #:** 3-1315-431-00-123-071-0-841

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

BUDGETARY IMPACT:

Available funds as of 12-09-2013 in the amount of 2,457.31.

Attachments

legal swsc
agree
estimate
2 Party Utility Process State Roads
FM 681 AEP SUA
FM 681 SWSC SUA
Concurrence from Legal Counsel

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/06/2013 11:02 AM
Purchasing Department	Monica Badillo	12/06/2013 04:57 PM

Form Started By: Nora Cavazos Started On: 12/05/2013 04:45 PM

Final Approval Date: 12/06/2013

Nora D Cavazos

From: Steve Crain [scrain@atlashall.com]
Sent: Friday, December 06, 2013 7:43 AM
To: 'Nora D Cavazos'
Subject: RE: SWSC & AEP LPA Standard Utility Agreement

The Sharyland Water LPA is OK.

From: Nora D Cavazos [mailto:nora.cavazos@hchd.org]
Sent: Thursday, December 05, 2013 5:34 PM
To: scrain@atlashall.com
Subject: SWSC & AEP LPA Standard Utility Agreement

Good Afternoon Mr. Crain,

The CD that Mr. Sesin delivered to your office had the LPA Standard Utility Agreement for AEP and Sharyland Water Supply Corporation. However in your email you only mention AEP.

Please provide me a concurrence for the Sharyland Water Supply Corporation LPA Standard Utility Agreement so I may place it on the 12-20-13 Commissioners Court Agenda.

If you should have any questions, please contact Mr. Sesin at 956-566-1974.

Thank you.

Nora D. Cavazos
Administrative Assistant III
Hidalgo County Planning Department
(956)318-2840

Please refrain from printing this email unless completely necessary. Go Green!

Texas Department of Transportation

MEMORANDUM

TO: Nelda R. Eureste
Right of Way Manager
South Region

Date: April 7, 2011

FROM: FOR Gus E. Cannon

SUBJECT: Modified Contractual Agreement for Right of Way Procurement
Hidalgo County (109)
ROW CSJ 0669-01-052
FM 681: From FM 2221
To SH 107

As requested, attached is the executed contractual agreement submitted by your Region. This agreement, between Hidalgo County and the State of Texas, obligates the County to acquire all parcels and adjust all eligible utilities and obligates the State to reimburse the County 98.5% on all eligible costs. Modification of this agreement includes the County to proceed with acquisition and the State agrees to reimburse the County for its share of the cost of such right of way as funds for such reimbursement are available.

Hidalgo County is an economically disadvantaged county. Minute Order 111487, passed August 28, 2008, authorized an adjustment of the local match to 1.5% instead of the standard 10% requirement for this project.

Should you have any questions, please contact Debbie Menefee at (512) 416-2943.

Attachments

cc: Jesus Esquierdo
RSC – South
Pharr District
Attachments

Form ROW-RM-37
Replaces Form ROW-RM-37 and ROW-RM-38
(Rev. 4/2006)
GSD-EPC
Page 1 of 5

CONTRACTUAL AGREEMENT FOR RIGHT OF WAY PROCUREMENT - LOCAL GOVERNMENT

County: Hidalgo	Federal Project No: n/a	ROW CSJ No: 0669-01-052
District: Pharr District	Highway: FM 681	CCSJ: 0669-01-043

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and Hidalgo County, Texas, acting by and through its duly authorized official pursuant to an Ordinance or Order dated the 13th day of December, 2010, hereinafter called the **Local Government**, *shall be effective on the date of approval and execution by and on behalf of the* **State**.

WHEREAS, the **State** has deemed it necessary to make certain highway improvements on Highway No. FM 681 from FM 2221 to SH 107, and which section of highway improvements will necessitate the acquisition of certain right of way; and

WHEREAS, it is agreed such right of way purchase shall be a joint effort of the **State** and the **Local Government**;

WHEREAS, the **Local Government** requested and has been granted an Economically Disadvantaged County Adjustment from the Texas Department of Transportation Commission via a letter dated May 4, 2009, from Mario R. Jorge, P. E., Pharr District Engineer to Hidalgo County Judge, by virtue of Minute Order No. 111487, approving an Eighty Five percent (85%) adjustment to the required Ten percent (10%) **Local Government** cost participation for this Ninety percent (90%) **State** and Ten percent (10%) **Local Government** project, thereby resulting in a **Local Government** net contribution amount of one and five tenths (1.5%) participation and **State** participation of Ninety Eight and Five Tenths percent (98.5%);

NOW, THEREFORE be it agreed that acquisition of such right of way shall be in accordance with the terms of this agreement and in accordance with the Texas Department of Transportation Right of Way Manual and all applicable Federal and State laws governing the acquisition policies for acquiring real property. The **State** hereby authorizes and requests the **Local Government** to proceed with acquisition and the **State** agrees to reimburse the **Local Government** for its share of the cost of such right of way, **AS FUNDS FOR SUCH REIMBURSEMENT ARE AVAILABLE**, providing such acquisition and reimbursement are accomplished according to the provisions outlined herein and agreed to by both parties hereto.

Location Surveys and Preparation of Right of Way Data: The **State**, without cost to the **Local Government**, will do the necessary preliminary engineering and title investigation in order to supply to the **Local Government** the data and instruments necessary to obtain acceptable title to the desired right of way.

Determination of Right of Way Values: The **Local Government** agrees to make a determination of property values for each right of way parcel by methods acceptable to the **State** and to submit to the **State's** District Office a tabulation of the values so determined, signed by the appropriate **Local Government** representative. Such tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land taken, itemization of improvements taken, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at all determined values. Such work will be performed by the **Local Government** at its expense without cost participation by the **State**. The **State** will review the data submitted and may base its reimbursement on the values which are determined by this review. The **State**, however, reserves the right to perform at its own expense any additional investigation deemed necessary, including supplemental appraisal work by **State** employees or by employment of fee appraisers, all as may be necessary for determination of values to constitute the basis for **State** reimbursement. If at any stage of the project development it is determined by mutual agreement between the **State** and **Local Government** that there should be waived the requirement that the **Local Government** submit to the **State** property value determinations for any part of the required right of way, the **Local Government** will make appropriate written notice to the **State** of such waiver, such notice to be acknowledged in writing by the **State**. In instances of such waiver, the **State** by its due processes and at its own expense will make a determination of values to constitute the basis for **State** reimbursement.

Negotiations: The State will notify the Local Government as soon as possible as to the State's determination of value. Negotiation and settlement with the property owner will be the responsibility of the Local Government without participation by the State; however, the Local Government will notify the State immediately prior to closing the transaction so that a current title investigation may be made to determine if there has been any change in the title. The Local Government will deliver properly executed instruments of conveyance which, together with any curative instruments found to be necessary as a result of the State's title investigation, will properly vest good and indefeasible title in the State for each right of way parcel involved. The Local Government will also deliver to the State an owner's policy of title insurance for each parcel, except as otherwise specifically approved by the State. Upon payment to the property owner of the agreed purchase price, the Local Government is authorized and directed to secure for the State possession of each parcel in accordance with all applicable Federal and State laws governing relocation assistance, notices to vacate and forcible detainer. The costs incidental to negotiation, recording the right of way instruments, and securing possession of the parcels will be the responsibility of the Local Government. The cost of title insurance and closing services will be the responsibility of the State.

Administrative Settlements: After the offer has been delivered to the property owner, and prior to the Commissioners' Hearing, the property owner may deliver one written counteroffer ("Administrative Settlement Proposal") to the Local Government. The Local Government will evaluate the Administrative Settlement Proposal and make a recommendation of approval or disapproval to the State through the State's appropriate District Office. The District Office will then submit the Administrative Settlement Proposal, together with the Local Government and District recommendations, to the State Right of Way Division office for final approval in accordance with current State procedures. The State's approval of the Administrative Settlement Proposal is only for purposes of closing the purchase of the property prior to the Special Commissioners' Hearing. In the event a closing of the purchase does not occur prior to the hearing, the State's approval is automatically, without further action, withdrawn, and the State will participate only in the original approved value. In the event the State does not approve the Administrative Settlement Proposal, and the Local Government elects to purchase the property at a value greater than the original approved value, the State's participation in the purchase price will apply only to the original approved value, and the Local Government will pay one hundred percent (100%) of the costs which exceed the original approved value, even if the applicable county qualifies as an economically disadvantaged county.

Condemnation: Condemnation proceedings will be initiated at a time selected by the Local Government and will be the Local Government's responsibility at its own expense except as hereinafter indicated. The Local Government will obtain from the State without cost current title information and engineering data at the time condemnation is to be initiated. Except as hereinafter set forth the Local Government will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the State, and in each case so filed the judgment of the court will decree title and possession to the property condemned to the State. The Local Government may, as set forth herein under "Excess Takings" and where it is determined to be necessary enter condemnation proceedings in its own name. Property acquired in the Local Government's name for the State must comply with requirements set forth in the engineering data and title investigation previously furnished to the Local Government by the State at such time as the Local Government conveys said property to the State.

Court Costs, Costs of Special Commissioners' Hearings and Appraisal Expense: Court costs and costs of Special Commissioners' hearings assessed against the State or Local Government in condemnation proceedings conducted on behalf of the State and fees incident thereto will be paid by the Local Government. Such costs and fees, with the exception of recording fees, will be eligible for Ninety Eight and Five Tenths percent (98.5%) State reimbursement under the under the established reimbursement procedure provided such costs and fees are eligible for payment by the State under existing law. Where the Local Government uses the State's appraisers employed on a fee basis in Special Commissioners' Hearings or subsequent appeals, the cost of the appraiser for updating the report, for preparing new reports, preparing for court testimony and appearing in court to testify in support of the appraisal will be paid direct by the Local Government, but will be eligible for Ninety Eight and Five Tenths percent (98.5%) State reimbursement under established procedure provided prior approval for such appraiser has been obtained from the State. The fee paid the appraiser by the Local Government shall be in accordance with the fee schedule set forth in the appraiser's contract for appraisal services with the State.

Excess Takings: In the event the Local Government desires to acquire land in excess of that requested by the State for right of way purposes, the State's cost participation will be limited to the property needed for its purposes. If the Local Government elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the Local Government and that portion requested by the State for right of way will be separately conveyed to the State by the Local Government. When acquired

by negotiation, the **State's** participation will be based on the **State's** approved value of that part of the property requested for right of way purposes, provided that such approved value does not exceed actual payment made by the **Local Government.**

When acquired by condemnation, the **State's** participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the **State's** approved value to the **State's** predetermined value for the whole property.

Improvements: Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner desiring to retain improvements, the **State's** approved value will include the amounts by which the upper limit of **State** participation will be reduced for the retention. It is further agreed that the upper limit for the **State's** participation in the **Local Government's** cost for an improved parcel will be reduced as shown in the **State's** approved value where the owner retains an improvement which is to be moved by either the **Local Government** or the owner. In the event improvements which are, in whole or part, a part of the right of way taking are not retained by the owner, title is to be secured in the name of the **State.**

The **State** will participate in the acquisition of a structure severed by the right of way line if the part of the house, building or similar structure which lies outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided that the **State's** value is established on this basis and provided that title to the entire structure is taken in the name of the **State.** The **State** shall dispose of all improvements acquired. The net revenue derived by the **State** from the disposition of any improvements sold through the General Services Commission will be credited to the cost of the right of way procured and shared with the **Local Government.**

Relocation of Utilities: If the required right of way encroaches upon an existing utility located on its own right of way and the proposed highway construction requires the adjustment, removal or relocation of the utility facility, the **State** will establish the necessity for the utility work. **State** participation in the cost of making the necessary change, less any resulting increase in the value to the utility and less any salvage value obtainable, may be obtained by either the "actual cost" or "lump sum" procedures. Reimbursement under "actual cost" will be made subsequent to the **Local Government's** certification that the work has been completed and will be made in an amount equal to ninety eight and five tenths percent (98.5%) of the eligible items of cost as paid to the utility owner, **AS FUNDS FOR SUCH REIMBURSEMENT ARE AVAILABLE.** The "lump sum" procedure requires that the **State** establish the eligibility of the utility work and enter into a three-party agreement with the owners of the utility facilities and the **Local Government,** which sets forth the exact lump sum amount of reimbursement as approved in such agreement. The utility will be reimbursed by the **Local Government** after proper certification by the utility that the work has been done, said reimbursement to be based on the prior lump sum agreement. The **State** will reimburse the **Local Government** in an amount equal to ninety eight and five tenths percent (98.5%) of the firm commitment as paid to the utility owner **AS FUNDS FOR SUCH REIMBURSEMENT ARE AVAILABLE.** The foregoing is subject to the provision that the individual lump sum approved value shall not exceed $20,000, except as specifically approved by the **State.** In those cases where a single operation is estimated to exceed $20,000, the transaction will be brought to the attention of the **State** for determination of proper handling based upon the circumstances involved. Such utility firm commitment will be an appropriate item of right of way. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for **State** reimbursement. The term "utility" under this agreement shall include publicly, privately and cooperatively owned utilities.

Fencing Requirements: The **Local Government** may either pay the property owner for existing right of way fences based on the value such fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated value of such right of way fences and such damages will be included in the recommended value and the approved value, or the **Local Government** may do the fencing on the property owner's remaining property.

Where the **Local Government** performs right of way fencing as a part of the total right of way consideration, neither the value of existing right of way fences nor damages for an unfenced condition will be included in the recommended value or the approved value. **State** participation in the **Local Government's** cost of constructing right of way fencing on the property owner's remainder may be based on either the actual cost of the fencing or on a predetermined lump sum amount. The **State** will be given credit for any salvaged fencing material and will not participate in any overhead costs of the **Local Government.**

If **State** participation is to be requested on the lump sum basis, the **State** and the **Local Government** will reach an agreement prior to the actual accomplishment of the work as to the necessity, eligibility and a firm commitment as to the cost of the entire fencing work to be performed. The foregoing is subject to the provision that the lump sum approved cost shall not exceed $20,000, except as specifically approved by the **State**. In the event the cost of the fencing is estimated to exceed $20,000, the transaction will be brought to the attention of the **State** for determination of proper handling based upon the circumstances involved.

Reimbursement: The **State** will reimburse the **Local Government** for right of way acquired after the date of this agreement in amount not to exceed Ninety Eight and Five Tenths percent (98.5%) of the cost of the right of way acquired in accordance with the terms and provisions of this agreement **AS FUNDS FOR SUCH REIMBURSEMENT ARE AVAILABLE**. The **State's** reimbursement will be in the amount of Ninety Eight and Five Tenths percent (98.5%) of the **State's** predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount. All requests by the **Local Government** for reimbursement shall comply with the then current reimbursement submission requirements set forth in the Texas Department of Transportation Right of Way Manual. **IT IS AGREED THAT THE LOCAL GOVERNMENT WILL NOT SEEK REIMBURSEMENT FROM THE STATE UNTIL THE ACQUISITION FUNDS FOR THIS PROJECT HAVE BEEN MADE AVAILABLE. UPON FUNDS BEING AVAILABLE, THE STATE WILL PROCESS REIMBURSEMENT REQUESTS IN ACCORDANCE WITH THIS AGREEMENT.**

If condemnation is necessary and title is taken as set forth herein under the section entitled "Condemnation", the participation by the **State** shall be based on the final judgment, conditioned upon the **State** having been notified in writing prior to the filing of such suit and upon prompt notice being given as to all action taken therein. The **State** shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the **State** and the **Local Government** as provided in other sections of this agreement.

If a lump sum fencing or utility adjustment agreement has been executed, the **State** will reimburse the **Local Government** in the amount of Ninety Eight and Five Tenths percent (98.5%) of the predetermined lump sum cost of the right of way fencing or utility adjustment.

If the **Local Government** prefers not to execute a lump sum agreement for either fencing or utility adjustments, the **State** will reimburse on the actual cost of such fencing or adjustments. The **Local Government's** request for reimbursement will be supported by a breakdown of the labor, materials and equipment used.

EXCEPT AS OTHERWISE AGREED TO IN WRITING BY THE STATE, ALL OTHER ADMINISTRATIVE EXPENSES NOT MENTIONED WITHIN THIS AGREEMENT ARE THE RESPONSIBILITY OF THE LOCAL GOVERNMENT AND ARE NOT REIMBURSABLE.

Inspection of Books and Records: The **Local Government** shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the **State** and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the **State** and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The **State** auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the **State** auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

General: It is understood that the terms of this agreement shall apply to new right of way authorized and requested by the **State** which is needed and not yet dedicated, in use or previously acquired in the name of the **State** or **Local Government** for highway, street or road purposes. This agreement shall also apply, with regard to any existing right of way, to outstanding property interests not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the **State**.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the State and the Local Government.

LOCAL GOVERNMENT

By: _____

Title: County Judge

Date: 9/14/10

EXECUTION RECOMMENDED:

_____, P.E.

District Engineer, Pharr District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____

John P. Campbell, P.E.
Director, Right of Way Division

Date: 03/07/2011

SWG Engineering, LLC
611 Bill Summers International Blvd, Weslaco, TX 78596

SUMMARY OF PROJECT COST

Entity: Sharyland Water Supply Corporation
Date: 07/25/13
Descr: 4", 8", & 12" Waterline Adjustment and Relocation along FM 681 / FM 2221 CSJ Projects 0862-01-046 and 0669-01-052
Eng.: Sigler, Winston, Greenwood & Associates
Alfonso Gonzalez, P.E.
SWG File 12 - 114

Item No.	Description	Quantity	Unit		Unit Cost	Total Cost
	Administrative & Professional Fees					
1	[1]Administrative	82	HR		$390.00	$31,980.00
2	Legal Services	10	HR		$350.00	$3,500.00
3	Engineering Services for Preparation of Plans of Adjustment & Estimate	8	%		$103,485.31	$8,300.00
4	Construction Staking Services	2	%		$103,485.31	$2,100.00
5	[2]Construction Material Testing	1	EA		$3,514.00	$3,514.00
	Estimated Construction Cost - Waterline Adjustments & Relocation					
	4" Water Line Adjustment CSJ No. 0862-01-046					$2,018.69
	12" & 8" Water Line Relocation CSJ No. 0669-01-052					$101,466.62
	Total Estimated Construction Cost					**$103,485.31**
	Total Construction Cost Estimate					**$152,879.31**

NOTES: 1- Cumulative hourly rate made of six (6) staff members of SWSC and one cosultant engineer.
2 - Copy of proposal attached.

SWG Engineering, LLC
611 Bill Summers International Blvd, Weslaco, TX 78596

Engineer's Construction Cost Estimate

Entity: Sharyland Water Supply Corporation
Date: 07/25/13
Descr: 4" Waterline Adjustment at NW Int. of FM 2221 and La Homa Rd (SH 364) STA 7+20.13 - CSJ No 0862-01-046
Eng.: Sigler, Winston, Greenwood & Associates
Alfonso Gonzalez, P.E.
SWG File 12 - 114

Item No.	Description	Quantity	Unit	*Labor	Material	Total Cost
1	4" PVC AWWA C900 DR 25 Pipe	49	LF	$4.00	$1.79	$283.71
2	4" X 45° AWWA C153 MJ X MJ Bend	4	EA	$200.00	$88.40	$1,153.60
3	4" AWWA C219 Repair Coupling	2	EA	$200.00	$90.69	$581.38
	Total Estimated Construction Cost					**$2,018.69**

SWG Engineering, LLC
611 Bill Summers International Blvd, Weslaco, TX 78596

Engineer's Construction Cost Estimate

Entity: Sharyland Water Supply Corporation
Date: 07/25/13
Descr: 12" & 8" Waterline Relocation along N. side of FM 681 from STA 384+92.33 to STA 398+63 - CSJ No 0669-01-052
Eng.: Sigler, Winston, Greenwood & Associates
Alfonso Gonzalez, P.E.
SWG File 12 - 114

Item No.	Description	Quantity	Unit	*Labor	Material	Total Cost
1	12" PVC C900 DR 25 Pipe	1108	LF	$6.00	$11.37	$19,245.96
2	12" AWWA C502 Resilient Seat Gate Valve and Box	3	EA	$350.00	$1,745.10	$6,285.30
3	12" AWWA C219 Repair Coupling	2	EA	$400.00	$323.06	$1,446.12
4	16" X 12" AWWA C153 Reducer	3	EA	$400.00	$471.14	$2,613.42
5	24" I.D. X 3/8" thick Steel Casing Bored (includes pvc pipe and supports)	122	LF	$99.45	$80.14	$21,909.98
6	16" PVC C905 DR 25 Pipe	598	LF	$9.00	$21.25	$18,089.50
7	16" X 45° AWWA C153 MJ X MJ Bend	6	EA	$400.00	$661.52	$6,369.12
8	12" X 45° AWWA C153 MJ X MJ Bend	2	EA	$300.00	$415.82	$1,431.64
9	16" X 8" AWWA C153 MJ X MJ Tee	1	EA	$400.00	$801.17	$1,201.17
10	8" AWWA C502 Resilient Seat Gate Valve and Box	2	EA	$250.00	$856.72	$2,213.44
11	8" AWWA C219 Repair Coupling	2	EA	$200.00	$187.26	$774.52
12	8" X 45° AWWA C153 MJ X MJ Bend	2	EA	$200.00	$170.12	$740.24
13	12" X 8" AWWA C153 MJ X MJ Reducer	1	EA	$400.00	$228.58	$628.58
14	16" X 16" AWWA C153 MJ X MJ Tee	1	EA	$400.00	$1,130.05	$1,530.05
15	Removal of Existing 8" PVC	635	LF	$7.50	$0.00	$4,762.50
16	Removal of Existing 12" PVC	988	LF	$9.50	$0.00	$9,386.00
17	Service Connection	4	EA	$150.00	$125.05	$1,100.20
18	Service Connection Across the Road (Bored)	1	EA	$200.00	$139.45	$339.45
19	Cleaning and Disposal of the Spoil Material from the Boring Operation	40	CY	$35.00	$0.00	$1,399.43
20	Traffic Control Management	1	EA	$2,500.00	$0.00	$2,500.00
	Total Estimated Construction Cost					**$101,466.62**

Note: * Includes equipment cost.

LPA 2-Party Agreement Compensable Utility Process (Actual Cost – State Roads)

- **STEP 1: TxDOT & County execute a ROW Agreement**
  - If County is providing ROW acquisition services, this ROW Agreement states that County is responsible for all ROW Acquisition and coordination of the adjustment of compensable utilities
  - The ROW Agreement states any compensable utility adjustment over $20k must be "Actual Cost"

- **STEP 2: County initiates coordination efforts with all effected utility companies to determine:**
  - If conflicts are present
  - Compensability (proof of property interest)

- **STEP 3: Utility company submits the "Determination of Upper Limits" to County containing:**
  - Plans of adjustment, specifications, & estimated costs
  - Statement covering contract work
  - Schedule (start & end dates)
  - Proof of property interest
  - Eligibility Ratio
  - Cost Comparison & Betterment Statement(if needed)
  - Quit Claim Deed of property interest, if applicable
  - Joint Use Agreement (JUA), if applicable

- **STEP 4: County submits the "Determination of Upper Limits" to TxDOT for approval**

- **STEP 5: Upon TxDOT approval of the "Determination of Upper Limits", the 2-Party agreement is executed and the County provides the utility with a Notice To Proceed**

- **STEP 6: Utility performs the agreed upon work required for the adjustment**
  - If said work is within the State ROW
    - Utility must apply for a permit from the State
    - All work will be inspected by the State for compliance with the permit requirements
    - County must obtain as-built plans & a certification from the utility that all work was completed as per the plans & specifications
    - County is responsible for oversight of utility adjustment and maintaining documentation to support required certification that work was completed (TxDOT Form ROW-U-45)
  - If said work is outside of the State ROW
    - County must obtain as-built plans & a certification from the utility that all work was completed as per the plans & specifications
    - County is responsible for oversight of utility adjustment and maintaining documentation to support required certification that work was completed (TxDOT Form ROW-U-45)

- **STEP 7: Upon completion of work the Utility submits final billing to County for processing**
  - Documents must include as-built plans, material invoices, pay rates, overhead, etc…
  - County reviews and verifies billing

- **STEP 8: Before issuing any payment to Utility, County submits final billing to TxDOT for pre-approval**

- **STEP 9: Upon TxDOT pre-approval, County issues payment to Utility**

- **STEP 10: Upon payment to Utility, County requests reimbursement from TxDOT**
  - Reimbursement request contains all docs, including all support documentation and required forms, that were previously submitted for final billing pre-approval
  - County submits form ROW-U-45, which certifies work was completed and reimbursed to utility company

- **STEP 11: TxDOT reimburses the County (based on TxDOT approved EDC rate)**
    - 90% of eligible items cost upon review/approval of complete submittal
    - The remaining 10% of eligible items costs upon successful external audit completion

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

August 21, 2013

CONTACT: Project Development and Support
Pharr, District

U-Number: **U-13666**
Utility Adjustment, (LUP) Determination of Upper Limits
AEP Texas Central Co.
Federal Project No.: STP 1102 (025) MM
RCSJ No.: 0862-01-048
CCSJ No.: 0862-01-047
County: Hidalgo
Highway: FM 2221

L&G Engineering c/o Hidalgo County Precinct No. 3
2100 West Expressway 83
Mission, Texas 78572

Attention: Mr. Robert Macheska

Dear Mr. Macheska,

This letter, serves as the notice of an approved utility adjustment Local Utility Process (LUP) Determination of Upper Limits. Hidalgo County may now execute the LPA Standard Utility Agreement (SUA) with AEP Texas Central Co (AEP-TCC). This adjustment is 100 % percent reimbursable for all eligible costs estimated in the amount of $ 129,085.93. Reimbursement will be made to Hidalgo County upon completion of Audit and demonstration that the County has paid the utility (Form ROW-U-45). State cost participation will be based on Statute 23CFR 645A. All quantities in the estimate portion of the agreement are preliminary. Final quantities and participation will be based upon actual scope of work performed.

The owner AEP-TCC acknowledges and fully accepts responsibility and liability for the design, construction, maintenance, and operation of this proposed adjustment. If during or after construction of AEP-TCC facilities, a modification is necessary due to a revision of the utilities plans. Your office/Hidalgo County should be notified prior to the implementation of the change. Any required revisions to the scope of work must be included in an amendment. The amendment must be prepared in advance and presented to the State for consideration prior to any work being preformed. Also, the amendment must be executed and incorporated into the existing executed SUA.

All costs should be clearly defined and indicated in a line item format that should match the items shown in the original cost estimate. All major items should be supported by contractor invoices. Your final billing will need to compare the estimated quantities and cost to the actual quantities and cost. Then an explanation of any overruns or underruns in the quantities or cost will need to be provided. The date construction began and ended should also be submitted with your final billing along with the address and telephone number of the location where the records may be audited.

If you have any questions, please contact Pat González of this office at (956) 702-6176.

Sincerely,

Evan Roberts, P.E.
Pharr District, Project Development and Support

er:pg
cc: Honorable Ramon Garcia, Hidalgo County Judge
Honorable Joe Flores, Commissioner, Hidalgo County Pct. 3
Jacinto Garza, P.E., L&G
Pedro Alvarez, P.E. Pharr District, Deputy District Engineer
Homer Bazan, Jr. P.E. Pharr District, Director of Transportation Planning and Development
Norma Y. Garza, P.E. Pharr District, Advanced Planning / Project Management Supervisor
Valente Olivarez, Jr. P.E. Pharr Area Engineer
Griselda Saldivar, P.E. Pharr District, Project Manager

L&G Engineering
Transportation Consultants

August 6, 2013

Texas Department of Transportation, Pharr District
Attn: Patrick Gonzalez, Utility Coordinator
PO Box 1717
Pharr, TX 78577-1717

County: Hidalgo
Federal Project No.: STP 1102(025)MM
Highway: FM 2221

U13666
ROW CSJ: 0862-01-048
From: 0.25 Miles W of Moorefield Road
To: FM 681

RE: AEP Compensable Utility

Dear Mr. Gonzalez,

This letter, together with the attached documents, is to request a DETERMINATION OF UPPER LIMITS for compensable utilities related to the FM 681/2221 project in Hidalgo County, Texas.

AEP Texas Central Company has prepared the attached package and has requested Hidalgo County (County) execute the LPA STANDARD UTILITY AGREEMENT (Section 7a). The agreement states that the County will reimburse the eligible costs as pre-approved by TxDOT. Your pre-approval, through the DETERMINATION OF UPPER LIMITS, will be required before execution by the County.

If you have any questions, please contact me at (956) 585-1909 or toll free at 1-866-585-1909.

Sincerely,

Robert Macheska, P.E., CFM
Project Manager

cc: Honorable Ramon Garcia, Hidalgo County Judge
Honorable Joe Flores, Commissioner, Hidalgo County Pct. #3
Norma Garza, P.E., TxDOT
Griselda Saldivar, P.E., TxDOT
Frank J. Pritzlaff, P.E., AEP
Jacinto Garza, P.E., L&G
Behrooz Badiozzamani, P.E., L&G

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

AMERICAN ELECTRIC POWER

American Electric Power
212 E. 6th Street
Tulsa, OK 74119
AEP.com

July 24, 2013

Mr. Joe A. Califa, AICP
L & G Engineering
R-O-W Department
900 RR 9
Mission, TX 78572

Dear Mr. Califa:

RE: ROW CSJ No.: 0862-01-046
Highway No.: FM 2221
Contract No.: U-13666
Bates – N. Edinburg Pole Relocation
AEP W.O. No. 41899735-02
Determination of Upper Limits Submittal

Enclosed please find two (2) AEP executed originals of all documents required by TxDOT for Determination of Upper Limits and reimbursable work.

Please do not hesitate to contact me at (918) 599-2695 should you have any questions or need additional information.

Sincerely,

Frank J. Pritzlaff, P.E.
Project Manager
American Electric Power
Transmission Engineering and Project Services
212 E. Sixth Street, 4NW
Tulsa, OK 74119-1295

cc: N. Curiel
G. Hagar
L. Ordner
M. Ahmed

Enclosures

SECTION 7a.

LPA STANDARD UTILITY AGREEMENT

STATE OF TEXAS §

COUNTY OF HIDALGO §

LPA STANDARD UTILITY AGREEMENT

FM 681 AEP TEXAS CENTRAL COMPANY TRANSMISSION TOWER ADJUSTMENT, REMOVAL, AND/OR REPLACEMENT

This agreement is made by and between the County Of Hidalgo, Texas hereinafter referred to as "County" and *AEP Texas Central Company,* hereinafter referred to as "Utility", acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the County.

WHEREAS, the State of Texas has deemed it necessary to make certain highway improvements as designated by the State and approved by the Federal Highway Administration located on the highway as indicated above;

WHEREAS; the County is a county in the State of Texas;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of the Utility as indicated in the following statement of work: *Relocation of a Transmission Tower* to accommodate the proposed roadway widening being performed by the Texas Department of Transportation and more specifically shown in the Utility's plans, specifications and estimated costs, which are attached hereto in Attachment "A";

WHEREAS, the County, in receipt of evidence it deems sufficient, acknowledges the Utility's interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain facilities located upon lands as indicated in Attachment "A";

NOW, THEREFORE, for and in consideration of the premises and mutual promises, covenants and agreements hereinafter set forth, and intending to be legally bound, the County and the Utility agree as follows:

1. The County will pay the Utility all eligible actual costs which are incurred in the adjustment, removal, and/or relocation of the Utility's facilities.

2. The Utility agrees that all conduct under this agreement, including but not limited to the adjustment, removal, and/or relocation of the facility, the development of reimbursement of costs, any environmental requirements, and retention of records will be in accordance with 23 CFR 645, Subparts A & B and all other applicable federal and state laws, rules and regulations. The Utility agrees to supply, upon request by the County, proof of compliance with the aforementioned laws, rules and regulations prior to commencement of construction.

3. The Utility agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the County, or may, with the County's written approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the Utility. The bill for the work hereunder will be submitted to the County not later than ninety (90) days after completion of the work.

4. Upon execution of this agreement by both parties hereto, the County will, by written notice, authorize the Utility to proceed with the necessary adjustment, removal, and/or relocation. The Utility agrees to proceed in a diligent manner and will take all prudent actions to avoid delay or interference with the highway construction.

5. The Utility will endeavor to perform this work at its earliest window of opportunity.

6. The County will, upon satisfactory completion of the relocation or adjustment, receipt of a proper certification by the Utility that the work has been completed in accordance with the approved plans and specifications, receipt and verification of the bill prepared in an approved form and manner, and pre-approval by TxDOT, make payment to the Utility.

7. This agreement in its entirety consists of the following:

    a. LPA Standard Utility Agreement;
    b. Plans of Adjustment (color coded), Specifications, and Estimated Costs (Attachment "A")(2 Originals);
    c. Statement Covering Contract Work – TxDOT ROW-U-48 (Attachment "B")(2 Originals);
    d. Schedule (Start & End Dates)
    e. Proof of Property Interest – TxDOT ROW-U-1A (Attachment "C")(2 Originals and 1 copy of recorded instrument);
    f. Eligibility Ratio(Attachment "D")(2 Originals),
    g. Cost Comparison (if Betterment) (Attachment "D")(2 Originals),
    h. Betterment Statement (Attachment "D")(2 Originals),
    i. Quit Claim Deed – TxDOT ROW-U-30 (Attachment "E")(2 Originals), if applicable,
    j. Joint Use Agreement (Attachment "F")(2 Originals), if applicable.

    All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification of this agreement or a written change or extra work order approved by the County.

8. The Utility agrees to provide "as-built" plans to the County within sixty (60) days of the completion of the work.

9. This agreement is subject to immediate cancellation by the County at any time up to the date that work under this Agreement has been authorized and that such cancellation will not create any liability on the part of the County.

10. The Utility by execution of this agreement does not waive any of the rights which the Utility may have within the limits of the law.

11. It is expressly understood that the Utility conducts the adjustment, removal, and/or relocation using its own methods, and that the Utility agrees to indemnify and hold the County harmless for any and all damages and attorney's fees caused by the Utility's actions and/or conduct.

12. The Utility affirms that it has the authority to enter into this agreement, and that it has obtained the approval, if necessary, from any bankruptcy court exercising jurisdiction over the Utility.

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

If to Utility: AEP Texas Central Company
Attention: Frank J. Pritzlaff, Project Manager
212 E. 6th Street, 4th Floor
Tulsa, OK 74119-1295

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, Hidalgo County Judge
P. O. Box 758
Edinburg, Texas 78540-0758

With copy to: Joe Flores, Commissioner, Precinct No. 3
724 N. Breyfogle
Mission, Texas 78574

14. Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all

purposes at such time as it is personally delivered to the addressee, or, if mailed, at such time as it is deposited in the United States mail.

15. 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.

16. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas

17. 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.

18. Assignment: This Agreement shall not be assignable.

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

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

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

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

23. Commitment or Current Revenues Only. In the event that during any term hereof; the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the

expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

24. The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

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

AEP TEXAS CENTRAL COMPANY

By: _____
AEP Texas Central Company
Authorized Agent

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
County Clerk

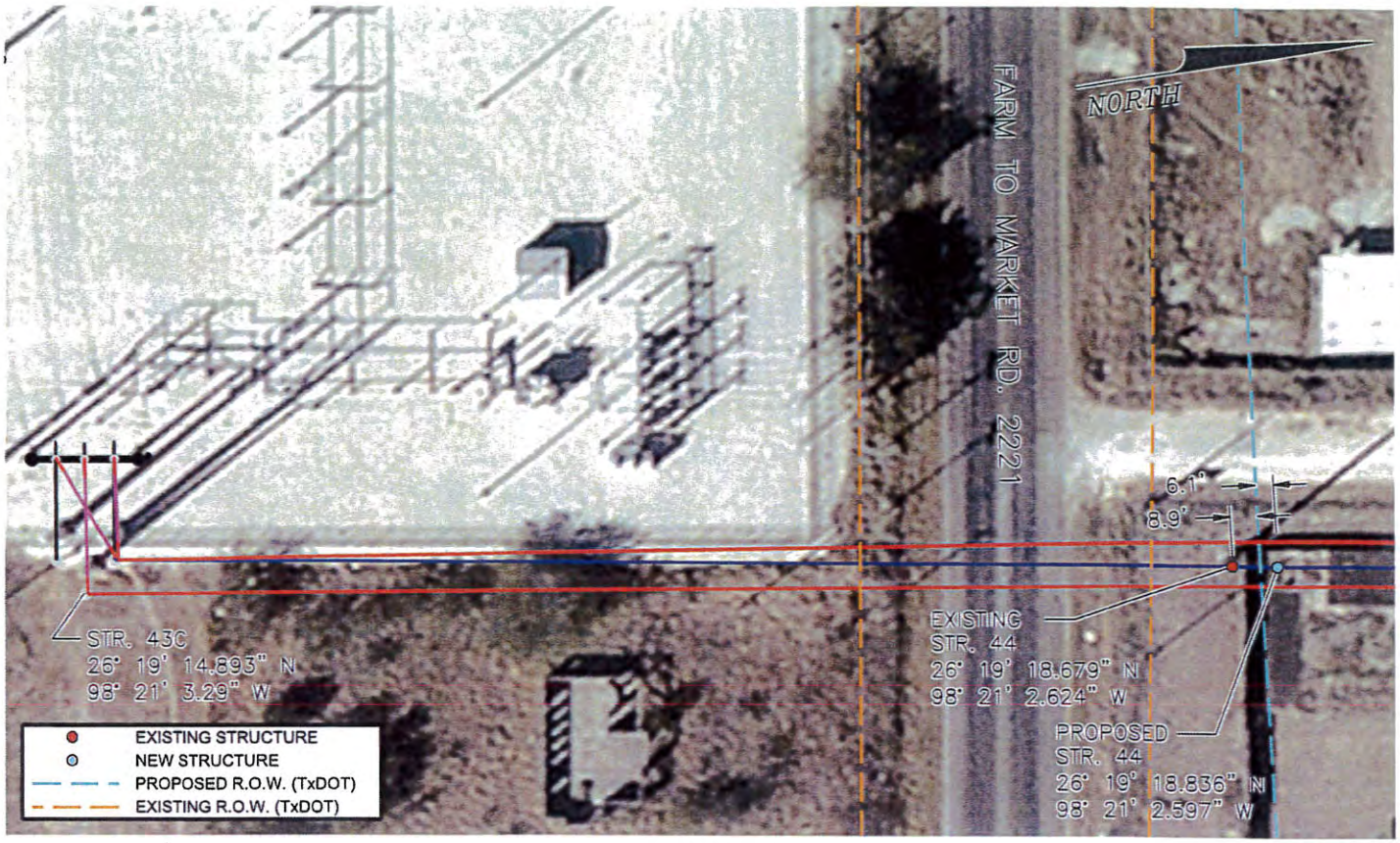
APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

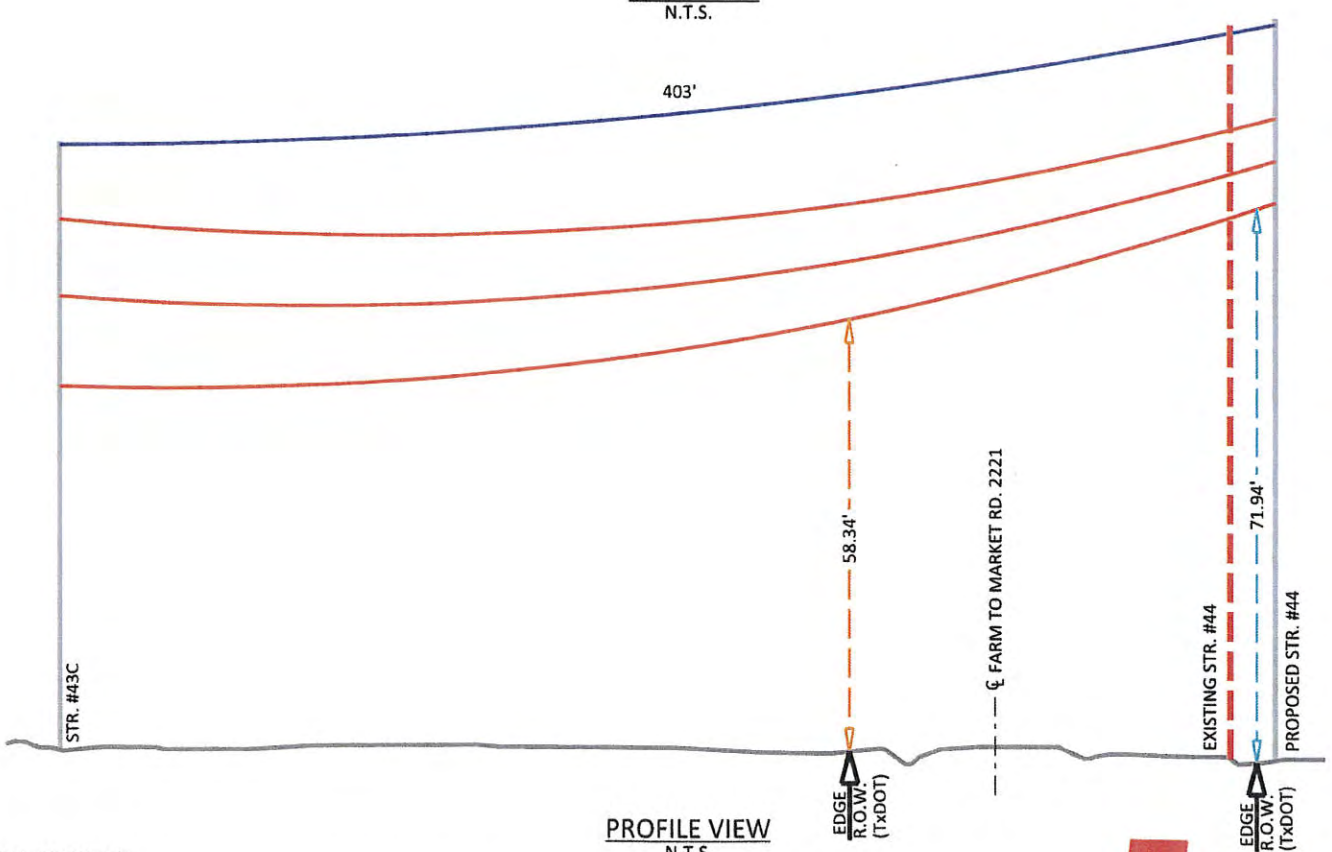
By: _____
Stephen L. Crain

SECTION 7b.

PLANS OF ADJUSTMENT, SPECIFICATIONS, AND ESTIMATED COSTS



PLAN VIEW
N.T.S.



PROFILE VIEW
N.T.S.

WO# 41899735

AEP AMERICAN ELECTRIC POWER

BATES - N. EDINBURG TxDOT RELOCATE

SCALE: N.T.S.	ENG. MA	DR. CLB	DATE: 3/13/2013	DWG. NO. 2221 CROSSING	REV

Initials

9/10/13
Date

Attachment "A"
STANDARD AGREEMENT COST ESTIMATE
U-NUMBER: U13666
UTILITY: AEP Texas Central Company
HWY: FM 2221
ROWCSJ: 0862-01-046
March 19, 2013

	Item No.	Description	Unit	Estimated Costs		
				QTY	Unit Price	Amount
				#	$	$
Engineering	1	Project Manager	Hours	40	$ 70.00	$ 2,800.00
	2	Design Engineer	Hours	200	$ 50.00	$ 10,000.00
	3	Travel Expense (Air Travel, Hotel, etc)	Trip	2	$ 1,110.00	$ 2,220.00
Materials	1	Hardware Assemblies	EA	1	$ 4,000.00	$ 4,000.00
	2	Anchor Bolt Assembly	EA	1	$ 5,100.00	$ 5,100.00
	3	Stores Expense	Project	1	$ 728.00	$ 728.00
Contract Labor	1	Project Planning	Hours	4	$ 100.00	$ 400.00
	2	Site Preparation (Clearing, grubbing, etc.)	Hours	100	$ 175.00	$ 17,500.00
Company Labor*	1	Mobilization	Hours	10	$ 1,000.00	$ 10,000.00
	2	Structure Removal	EA	1	$ 1,000.00	$ 1,000.00
	3	Structure Erection	EA	1	$ 1,000.00	$ 1,000.00
	4	Foundations	Cu. Yd.	15	$ 725.00	$ 10,875.00
	5	Cleanup	Hours	20	$ 100.00	$ 2,000.00
	8	Transmission Services Labor	Hours	100	$ 60.00	$ 6,000.00
	7	Inspection (Construction Project)	Hours	100	$ 60.00	$ 6,000.00
		Inspection Expenses				
	8	Per Diem (Meals/Hotel)	Days	10	$ 123.00	$ 1,230.00
	9	Vehicle Expenses	Hours	106	$ 11.00	$ 1,170.00
Survey (Contract Labor)		Boundary & Easements				
	1	Project Manager/RPLS	Hours	7	$ 125.00	$ 875.00
	2	Survey Technician	Hours	10	$ 80.00	$ 800.00
	3	Clerical	Hours	2	$ 45.00	$ 90.00
	4	3 man conventional	Hours	4	$ 140.00	$ 560.00
	5	3 man GPS	Hours	5	$ 170.00	$ 850.00
	6	Hotel	Days	1	$ 200.00	$ 200.00
	7	Perdiem	Days	3	$ 30.00	$ 90.00
	8	State Sales Tax (see #3 below)	LS	1	$ 466.38	$ 466.38
		Design Survey				
	9	Project Manager/RPLS	Hours	2	$ 125.00	$ 250.00
	10	Survey Technician	Hours	20	$ 80.00	$ 1,600.00
	13	3 man GPS	Hours	8	$ 170.00	$ 1,360.00
	14	Hotel	Days	1	$ 200.00	$ 200.00
	15	Perdiem	Days	3	$ 30.00	$ 90.00
		Plan & Profile Sheets				
	16	Project Manager/RPLS	Hours	2	$ 125.00	$ 250.00
	17	Survey Technician	Hours	8	$ 80.00	$ 640.00
		Construction Staking				
	19	Survey Technician	Hours	3	$ 80.00	$ 240.00
	21	3 man conventional	Hours	9	$ 140.00	$ 1,260.00
ROW Charges	1	Company Labor	Hours	40	$ 60.00	$ 2,400.00
ROW (Contract Labor)	1	Abstracting	Hours	32	$ 50.00	$ 1,600.00
	2	Permitting	Hours	32	$ 47.00	$ 1,504.00
	3	Damage Settlement	Hours	10	$ 50.00	$ 500.00
	4	Labor (Clerical Assistance, Report Preparation, Project Oversight)	Hours	75	$ 40.00	$ 3,000.00
Overhead	1	Project Overheads	%	28%		$ 28,237.55
		TOTALS				$ 129,085.93

Assumptions:

1. Traffic Control is not anticipated and is not included in this estimate.
2. Estimate has been calculated using AEP Texas Company forces. Circumstances may dictate the use of contract labor to perform the work.
3. State of Texas charges sales tax on survey activities

Initials

7/17/13
Date

SECTION 7c.

STATEMENT COVERING CONTRACT WORK – TXDOT ROW-U-48

STATEMENT COVERING CONTRACT WORK

In accordance with the estimate found in Section 7b., the breakdown of work is anticipated to be performed by the following:

Item(s) of Work	Company
Engineering	AEP Texas Central Company
Planning, Clearing & Grubbing	Wright Tree Service
Structure Relocation and Materials	AEP Texas Central Company
Survey	CDS Muery
R.O.W Oversight	AEP Texas Central Company
R.O.W. Abstracting, Permitting, and Damages	Right of Way Services, Inc.

Initals

7/12/13

Date

Form ROW-U-48
Rev. 12/2004
Replaces Form D-15-48
GSD-EPC

STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK

(AS APPEARING IN ESTIMATE)

U-No. 13666

District: Pharr
County: Hidalgo
Federal Project No.: STP1102(026)MM

ROW CSJ No.: 0862-01-046
Highway No.: FM 2221

I, Thomas Schaffer, a duly authorized and qualified representative of AEP Texas Central Company, hereinafter referred to as **Owner**, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as appears in the estimate to which this statement is attached.

It is more economical and/or expedient for **Owner** to contract this adjustment, or **Owner** is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicate on the estimate.

Procedure to be Used in Contracting Work

☐ A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.

☐ B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Such presently known contractors are listed below:

1.
2.
3.
4.
5.

☒ C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. (If only part of the contract work is to be done under an existing contract, give detailed information by attachment hereto.)

☐ D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the estimate in order to obtain the concurrence of the State, and the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).

☐ E. The utility plans and specifications, with the consent of the State, will be included in the construction contract awarded by the State.

7/17/2013
Signature

Thomas Schaffer
Date

AUTHORIZED SIGNER
Title

PROPOSED RATES FOR AEP - TEXAS - Central

ROW Vegetation Management Rate Sheet

Burns Point Price $4.00

Labor Description	Labor Code	Labor Rate	Billing Rate ST	Billing Rate NH	Billing Rate OT
General Foreman A	GFA	$ 19.60	$ 32.93	$ 39.01	$ 52.02
General Foreman B	GFB	$ 18.97	$ 31.89	$ 37.79	$ 49.59
Foreman A	FA	$ 15.18	$ 25.12	$ 29.78	$ 39.68
Foreman B	FB	$ 13.84	$ 22.41	$ 26.58	$ 35.30
Work Planner A	WPA	$ 16.68	$ 27.60	$ 32.70	$ 43.60
Work Planner B	WPB	$ 15.68	$ 25.90	$ 30.68	$ 40.91
Work Planner C	WPC	$ 14.88	$ 24.70	$ 29.27	$ 39.16
Trimmer A	TA	$ 11.64	$ 19.28	$ 22.82	$ 30.43
Trimmer B	TB	$ 10.63	$ 17.58	$ 20.84	$ 27.79
Trimmer C	TC	$ 9.88	$ 16.22	$ 19.21	$ 25.62
Safety Professional	SP	$ 19.42	$ 32.14	$ 38.07	$ 50.78
Equipment Operator	EO	$ 15.93	$ 26.39	$ 31.27	$ 41.69

Equipment Description	Equipment Code	Equipment Rate	OT Equipment Codes	OT Equipment Rate (>40 hrs)	Fuel Per
1800 Brush Bandit Track Chipper	BMC	$ 133.31	BMCO	99.98	3.50
200 Gal Skid Sprayer	SP10	$ 11.38	SPOT	8.69	1.70
2x4 Work Planner Truck w/Phone	WPP	$ 10.07	WPOT	7.55	1.40
4 X 4 Urban Lift	4UL	$ 20.68	4UOT	15.49	1.80
4WD Spray Truck LVP	SP7	$ 12.51	SP7O	9.38	1.70
4WD Sprayer	4WD	$ 11.58	4WDO	8.68	1.70
4x4 SF Standard Bucket	TBS	$ 20.68	TBSO	15.49	1.80
4X4 Pickup/Car Transport Only	4PT	$ 9.78	4PTO	7.33	1.80
4X4 RUN Truck	4RW	$ 10.97	4RWO	8.15	1.40
70 Tracked Mechanical Trimmer with transportation vehicle	JMF4	$ 57.48	JMFO	43.09	1.80
70 Wheeled Mechanical Trimmer with transportation vehicle	WMT	$ 54.93	WMTO	41.22	1.80
ATV broadcast spray unit	ARBT	$ 9.37	ARBT	4.79	0.30
ATV W/Sprayer	ATVS	$ 5.68	ATOT	4.24	0.30
Back Yard Bucket	BYB	$ 17.34	BYOT	13.00	1.00
Back Cut Mower	BMB	$ 48.97	BMOT	36.73	3.00
Brush Mower - Cab Sty or Hydro Ax w/ transport vehicle	BMT	$ 65.40	BMT	49.11	3.80
Brush Mower - Cab Sty or Hydro Ax w/ support vehicle	BMB	$ 62.90	BMO	47.23	3.80
Cargo Trailer	CT	$ 4.15	CTOT	3.11	-
Chipper Diesel	CHD	$ 3.90	CHDO	2.97	0.40
Chipper Disc	CH	$ 3.68	CHOT	2.87	0.40
Chipper Drum	CD	$ 3.47	CDOT	2.60	0.30
Crew Cab Pickup	CRC	$ 3.88	CRCO	0.41	-
Chip Truck - 20 cu yard capacity	CT1	$ 8.42	CTOT	6.31	1.30
Chip Truck - 10 cu yard capacity	CTW	$ 10.52	CTOT	7.89	1.20
F450 with 500 gallon sprayer	FCS	$ 14.31	FCOT	10.69	1.70
General Foreman Truck	GFP	$ 10.07	GFOT	7.55	1.40
General Foreman Truck 4x2 w/mall phone	GFPC	$ 10.02	GOT	7.06	1.40
RH SF Track Bucket with Support Vehicle	TSBK	$ 34.38	SBOT	25.79	1.20
Laptop Computer	LTC	$ 1.18	LTOT	0.88	-
Large Bucket	LGB	$ 19.82	LGOT	14.86	1.40
Log Loader Truck	LLT	$ 28.94	LLOT	21.70	1.60
70 Tracked Mechanical Trimmer with support vehicle	MBT	$ 55.48	MBOT	41.58	1.60
70 Wheeled Mechanical Trimmer with support vehicle	MWT	$ 52.88	MWOT	39.72	1.60
Passenger Van	PV	$ 9.93	PVOT	8.70	0.60
Pickup Transport Only	PTT	$ 9.18	PTOT	6.11	1.40
Power Pruner	PPR	$ 1.10	PPOT	0.82	-
Puddle Jumper	PJ	$ 29.78	PJOT	22.31	2.00
Rubber Tired Off Road Bucket	RCB	$ 29.78	RCOT	22.31	2.00
Skid Steer Mower W/Fecon	SSM	$ 48.97	SMOT	36.73	3.00
Standard Bucket	STB	$ 13.38	STOT	10.03	1.20
Stump Grinder	SGR	$ 24.27	SGOT	18.20	0.80
Tracked ATV w/Sprayer	TATS	$ 8.87	TAOT	5.00	0.90
Tracked Stump Cutter	SCT	$ 29.98	SCT	22.47	3.80
Tractor/Mower	BM4	$ 38.54	BOM	28.90	2.50
Water Supply Truck	WST	$ 15.98	WSOT	11.90	1.60
Work Planner GIS Elec. Package	WPEP	$ 2.85	WPO	2.14	-
Back Yard Bucket SF	BYS	$ 22.59	BYO	16.99	1.20
Work Horse/Chips	BHWT	$ 6.48	WHOT	4.86	0.20
General Foreman Truck 4x4 w/cell phone	GFP4	$ 11.62	GFO	8.71	1.40
Service Truck	SET	$ 12.50	SETO	9.45	1.30

STORM Labor Description	Labor Code	Labor Rate	STORM LOADED RATES ST	OT
General Foreman A	GFA	$ 30.82	$ 55.54	$ 81.47
General Foreman B	GFB	$ 10.15	$ 32.50	$ 58.32
Foreman A	FA	$ 18.24	$ 33.98	$ 51.19
Foreman B	FB	$ 17.28	$ 29.29	$ 48.34
Work Planner A	WPA	$ 17.40	$ 29.53	$ 50.69
Work Planner B	WPB	$ 16.27	$ 27.62	$ 47.55
Work Planner C	WPC	$ 15.68	$ 26.61	$ 45.75
Trimmer A	TA	$ 16.22	$ 27.53	$ 45.32
Trimmer B	TB	$ 15.24	$ 25.88	$ 42.47
Trimmer C	TC	$ 14.21	$ 24.11	$ 39.48
Safety Professional	SP	$ 20.35	$ 34.54	$ 59.80
Equipment Operator	EO	$ 18.82	$ 32.11	$ 53.17

Material Material Description	Material Code	Material Rate*	Material Markup %
Accord (QT)	ACD	$ 5.07	5%
Ortil Control Agent (gal)	DC	$ 8.73	5%
Escort (oz)	ESC	$ 8.84	5%
Garlon 4 - 2.5 gal	GA 4	$ 332.94	5%
Garlon 3A (gal)	GAR	$ 77.04	5%
Glypro (gal)	GLP	$ 15.02	5%
Gly 4(20% Tor K 2%) - 55 (gal)	GTO	$ 30.67	5%
Krenite DT (gal)	KRE	$ 19.09	5%
Krenite/Tordon Pre-Mix (gal)	KREP	$ 37.25	5%
Milestone (qcart)	MSTQ	$ 89.29	5%
Nufarm 61 (gal)	NUF	$ 40.31	5%
Nu-Flare 40 (oz)	NUFO	$ 0.31	5%
Pathfinder II (gal)	PAP	$ 43.67	5%
Pathfinder II (pts)	PAPP	$ 5.48	5%
Spike 80W (50DF) (lb)	SPK	$ 22.84	5%
Spyrel 8-5 m5% Arsenal (lb)	SPKA	$ 7.13	5%
Spyrel (lb)	SPKL	$ 5.59	5%
Tordon/Garlon FOL Premix (gal)	TGM	$ 82.47	5%
Tordon K (gal)	TK	$ 89.05	5%
Tordon 101M 1 Gal	TOR	$ 45.79	5%
Trimvert RTU (gal)	TRTU	$ 15.39	5%
Vista XRT (gal)	VIS	$ 188.23	5%
Ace(AR)(Oil)(T)(K)/1qt(Trimvert (gal)	ATVT	$ 97.08	5%
Ace(AR)(Oil)(T)(K)/2% Surfactant (gal)	ATVS	$ 30.85	5%
Garlon 4 Ultra Basal Oil 20% Premix (gal)	G4BO	$ 31.09	5%
Garlon 4 Ultra Basal Oil 2% Premix (gal)	G4BP	$ 35.16	5%
High Volume Pre-Mix (Garlon 3A/Tordon K/Surfactant) (gal)	HVPM	$ 64.48	5%
Low Volume Pre-Mix (Accord/Milestone/Arsenal) (gal)	LVPM	$ 48.16	5%
Stargenlipo (oz)	STR	$ 8.31	5%
Viewpoint (lb)	VWP	$ 71.65	5%
Weed-Trad 335 (gal)	WT3	$ 35.82	5%
Transline (gal)	TL	$ 100.58	5%
Prodis (gal)	PRO	$ 442.13	5%
Rewards Concentrate (gal)	RWD	$ 18.69	5%
Garlon 4 Ultra 20%/5% Surfactant/77% Basal Oil Premix (gal)	G4OL	$ 41.16	5%
Arsenal Powerline (gal)	ARSP	$ 77.88	5%
25% Garlon 3A/25% Tordon K/2% Escort XP (gal)	G3AT	$ 60.39	5%
50% Garlon 3A/6.25% Methanol/2 oz Escort XP (gal)	G3AE	$ 61.52	5%
High Volume Foliar Mix (Garlon 3A/Tordon K)	HVF	$ 102.01	5%

Expense Expense Description	Expense Code	Expense Rate ($/unit)
Meal	MEA	$ 12.00
Other Billable Expense	OBE	$ -
Per Diem (in excess of 50 miles)*	PD	$ 85.00
Per Diem (between 50 & 80 miles)*	PD10	$ 10.00

Overheads	ST	RM	OT	Storm
Workers' Comp	11 75%	11 73%	11 75%	18 50%
PL/PD	1 94%	1 94%	1 94%	1 94%
FUTA	0 60%	0 60%	0 60%	0 60%
SUTA	1 00%	1 00%	1 00%	1 50%
Social Security Tax	7 65%	7 65%	7 65%	7 65%
Other Taxes				
Benefits	22 88%	1 00%	1 00%	19 77%
Admin & Overheads	14 05%	2 15%	2 15%	15 02%
Training/Certification				
Profit	4 41%	4 41%	4 41%	4 58%
Total Overhead %	65 45%	30 70%	30 70%	69 73%

Emergency Storm Work - Mileage Rates [1]	
Type of Vehicle	Mileage Charge
Pickups/Cars	$0 75 per Mile
Chipper Trucks	$1 60 per Mile
Bucket Trucks	$1 60 per Mile
Service Trucks w/Low Boy	$1 60 per Mile

[1]Mileage rates will be charged when an system crews are required to travel from one operating company to another on AEP system for all emergency work These rates would also be used for any required by AEP for all system crews during the contract period

Unit	Trim Unit		Removal Unit	
Descrip	Scenario	Scenario	Scenario	Scenario
Brush			$143 59	$180 88
Small	$ 89 30	$190 13	$173 25	$267 50
Large	$178 60	$267 25	$415 80	$561 00

RATE SCHEDULE 2013
CIVIL DESIGN SERVICES, INC. dba CDS MUERY

Personnel:

Principal	-	$ 175.00 per hour
Senior Project Engineer	-	$ 140.00 per hour
Project Manager	-	$ 125.00 per hour
Project Engineer	-	$ 115.00 per hour
Staff Engineer	-	$ 100.00 per hour
Senior Project Surveyor	-	$ 135.00 per hour
Project Surveyor	-	$ 115.00 per hour
Senior Engineering/Survey Technician	-	$ 90.00 per hour
HDS Technician	-	$ 100.00 per hour
Engineering/Survey Technician	-	$ 80.00 per hour
Draftsman I	-	$ 55.00 per hour
Clerical/Messenger	-	$ 45.00 per hour

The rate for expert testimony shall be negotiated at the time of request.

Survey Crews:

Survey crews will be billed at fixed hourly party rates. Hourly rates include normal supplies used in the field such as laths, guards, flagging, etc.

One (1) man field crew	-	$ 65.00 per hour
Two (2) man field crew	-	$ 110.00 per hour
Three (3) man field crew	-	$ 140.00 per hour
Four (4) man field crew	-	$ 160.00 per hour
GPS - One (1) man crew	-	$ 80.00 per hour
GPS - Two (2) man crew	-	$ 150.00 per hour
GPS - Three (3) man crew	-	$ 175.00 per hour
GPS - Four (4) man crew	-	$ 195.00 per hour
HDS – Mobilization minimum (half day)	-	$ 1,200.00 per day
HDS – Two (2) man crew	-	$ 175.00 per hour
HDS Equipment	-	$ 125.00 per hour
Off-Road Vehicles	-	$ 150.00 per day

Overtime charges:

Any projects requiring personnel to work overtime to meet schedules set by the client will be billed at a premium multiplier of 1.5 times the standard hourly rate.

Printing charges: (Bulk Printing Only)

Black & White/Color - Line	-	$ 0.75 per square foot
Black & White/Color - Line/Raster	-	$ 2.50 per square foot

VENDOR	Right of Way Service, Inc. of Alice
Contact Information	P.O. Box 69, Alice, Texas 78333
Contract No.	222538
Contract Approval Date	TBD:05/31/11
Contract Expiration Date	TBD
Job Title/Descriptions	
Right of Way Program Manager	$ 90.00
The Right-of-Way Program Manager, assists in establishing policies and procedures, ensures that project procedures are kept current and are adhered to from the field staff and subcontractors, communicate with AEP and other personnel to ensure project needs, development of project timelines and budgets, project forecasting, assist and coordinate in public involvement planning and implementation, coordination with any regulatory project approval processes, assist in and oversees review of incoming information from the field to ensure their accuracy. Determines key information to be captured in the database and oversees data management controls. Prepare & Issue periodic project reports indicating the status and cost of the managed projects. Track the project quality, timeliness and performance against annual work plans. Responsible for overall project reporting, via Transmission's Right of Way system (TransROW). Responsible for the oversight of all supervisors, the acquisition of land, land rights, licenses, leases, permits and other documents necessary for the construction, operation and maintenance of electric transmission lines and/or distribution facilities. The Right-of-Way Program Manager shall also be responsible for overseeing the acquisition of land, land rights, licenses, leases, permits and other documents necessary for the construction, operation and maintenance of electric transmission and/or distribution lines. Remain knowledgeable in real estate values and accepted real estate appraisal practices; advise and assist in establishing a range of fair market values to be used in the acquisition of land and land rights. Draft and/or supervise the preparation of documents for rights of entry, damage claims, contracts, easements, licenses, leases, permits, options to purchase and other documents as may be necessary to acquire adequate rights for AEP's electric transmission and/or distribution facilities using Transmission document database (TransROW). Oversees all supervisors and direct contract personnel in the settlement of complex damage claims with land owners (or their designees) relative to property damage caused or created during the construction, reconstruction, enlargement, maintenance or removal of transmission and/or distribution facilities.	
Right of Way Supervisor	RATE $60.00
The Right-of-Way Supervisor evaluates, plans, and manages the right of way process for projects and coordinates right of way determinations and cost estimates for acquiring necessary property rights. Responsible for the supervision and acquisition of land, land rights, licenses, leases, permits and other documents necessary for the construction, operation and maintenance of electric transmission lines and/or distribution facilities. Supervise and direct contract personnel in the settlement of complex damage claims with land owners (or their designees) relative to property damage caused or created during the construction, reconstruction, enlargement, maintenance or removal of transmission and/or distribution facilities. Prepare & Issue periodic project reports indicating the status and cost of the managed projects. Track the project quality, timeliness and performance against annual work plans. Responsible for overall project reporting, via Transmission's Right of Way system (TransROW). Supervisor shall also be responsible for the acquisition of land, land rights, licenses, leases, permits and other documents necessary for the construction, operation and maintenance of electric transmission and/or distribution lines. Remain knowledgeable in real estate values and accepted real estate appraisal practices; advise and assist in establishing a range of fair market values to be used in the acquisition of land and land rights. Draft and/or supervise the preparation of documents for rights of entry, damage claims, contracts, easements, licenses, leases, permits, options to purchase and other documents as may be necessary to acquire adequate rights for AEP's electric transmission and/or distribution facilities using Transmission document database (TransROW). Assume additional responsibilities and projects as required, and communicate closely with the AEP Personnel.	
Lead Right of Way Agent	RATE $58.00

The Right-of-Way Lead Agent works under the Right of Way Supervisor and supervises the right of way process for projects and coordinates right of way determinations and cost estimates for acquiring necessary property rights. Responsible for the supervision and acquisition of land, land rights, licenses, leases, permits and other documents necessary for the construction, operation and maintenance of electric transmission lines and/or distribution facilities. Supervise and direct contract personnel in the settlement of complex damage claims with land owners (or their designees) relative to property damage caused or created during the construction, reconstruction, enlargement, maintenance or removal of transmission and/or distribution facilities. Prepare & Issue periodic project reports indicating the status and cost of the managed projects. Track the project quality, timeliness and performance against annual work plans. Responsible for overall project reporting, via Transmission's Right of Way system (TransROW). Lead Agent shall also be responsible for the acquisition of land, land rights, licenses, leases, permits and other documents necessary for the construction, operation and maintenance of electric transmission and/or distribution lines. Remain knowledgeable in real estate values and accepted real estate appraisal practices; advise and assist in establishing a range of fair market values to be used in the acquisition of land and land rights. Draft and/or supervise the preparation of documents for rights of entry, damage claims, contracts, easements, licenses, leases, permits, options to purchase and other documents as may be necessary to acquire adequate rights for AEP's electric transmission and/or distribution facilities using Transmission document database (TransROW). Assume additional responsibilities and projects as required, and communicate closely with the AEP Personnel.	
Sr. Right of Way Agent	**RATE $55.00**
Responsible for the acquisition of land, land rights, licenses, leases, permits and other documents necessary for the construction, operation and maintenance of electric transmission and/or distribution lines. Handle diverse and complex negotiations with land owners (or their designees) for the acquisition of rights relative to the construction, reconstruction, enlargement or maintenance of electric transmission and/or distribution facilities. Settle complex damage claims with land owners (or their designees) relative to property damage caused or created during the construction, reconstruction, enlargement, maintenance or removal of transmission and/or distribution facilities. Search courthouse and other records as may be available to determine present property ownership(s) and the extent of interest therein. Remain knowledgeable in real estate values and accepted real estate appraisal practices; advise and assist in establishing a range of fair market values to be used in the acquisition of land and land rights. Draft and/or supervise the preparation of documents for rights of entry, damage claims, contracts, easements, licenses, leases, permits, options to purchase and other documents as may be necessary to acquire adequate rights for AEP's electric transmission and/or distribution facilities using Transmission document database (TransROW). Assume additional responsibilities and projects as required, and communicate closely with the AEP Personnel.	
Right of Way Agent	**RATE $47.00**
Responsible for the acquisition of land, land rights, licenses, leases, permits, and other documents necessary for the construction, operation and maintenance of electric transmission lines and/or distribution facilities. Able to handle complicated negotiations with land owners (or their designees) for the acquisition of rights relative to the construction, reconstruction, enlargement or maintenance of electric transmission and/or distribution facilities and supervise contract agents as required. Able to settle complicated damage claims with land owners (or their designees) relative to property damage caused or created during the construction, reconstruction, enlargement, maintenance or removal of transmission and/or distribution facilities and supervise contract agents as required. Search courthouse and other records as may be available to determine present property ownership(s) and the extent of interests therein. Remain knowledgeable in real estate values and accepted real estate appraisal practices; advise and assist in establishing a range of fair market values to be used in the acquisition of land and land rights. Draft & prepare documents for rights of entry, damage claims, contracts, easements, licenses, leases, permits, options to purchase and other documents as may be necessary to acquire adequate rights for AEP's electric transmission and/or distribution facilities using Transmission document database (TransROW). Assume additional responsibilities and projects as required, and communicate closely with the AEP Personnel.	
Right of Way Associate	**RATE $44.00**

Responsible for assisting in the acquisition of land, land rights, licenses, leases, permits and other documents necessary for the construction, operation and maintenance of electric transmission lines and/or distribution facilities. With the advice of the Supervising Right of Way Agent or Right of Way Agent, negotiate with property owners (or their designees) for the acquisition of rights relative to the construction, reconstruction, enlargement or maintenance of electric transmission and/or distribution facilities. Settle damage claims with property owners (or their designees) relative to property damage caused or created by AEP during the construction, reconstruction, enlargement, maintenance or removal of transmission and/or distribution facilities. Search courthouse and other records as may be available to determine present property ownership(s) and the extent of interests therein. Under supervision, draft documents for rights of entry, damage claims, contracts, easements, licenses, leases, permits, options to purchase and other documents as may be necessary to acquire adequate rights for AEP's electric transmission and/or distribution facilities. With the advice of the Supervising Right of Way Agent or Right of Way Agent, assist in providing functional support to other AEP Business Units in regard to questions and procedures in the acquisition of land and land rights. Assume additional responsibilities and projects as required, and communicate closely with the AEP Personnel.	
Right of Way Coordinator	**RATE $58.00**
Assist Program Manager, Right of Way (ROW) Supervisors and Project Leads in developing, monitoring, and maintaining project schedules and budgets on right of way projects, including, but not limited to, survey, right of way acquisition & damage settlement during construction activities. Communicate frequently with appropriate personnel to keep abreast of project status. Create and update project status reports. Assist with project analysis and other reporting as required. Provides status of each project and administers schedules and reports, and assists with other administrative areas for projects and daily right of way management operation. Perform project analysis and other support to Right of Way Supervisor, Engineering, Project Management, Construction Management and Project Leads.	
Title Examiner / Abstractor	**RATE $50.00**
Search public records and examine titles to determine legal condition of property title. Copy or summarize (abstracts) recorded documents which affect condition of title to property (e.g., mortgages, deeds, and contracts). Search, analyze & summarize titles to determine if title deed is correct. Make sure that the title to a property is free of restrictions that may affect the construction, operation and maintenance of electric transmission lines and/or distribution facilities. Verify ownership and the legal description of a property and check for zoning ordinances. May assist in drafting documents for the right of entry, damage claims, contracts, easements, licenses, leases, permits, option to purchase and other documents as may be necessary to acquire adequate rights for AEP's electric transmission facilities using Transmission document database (TransROW).	
Clerical/Administrative Personnel	**RATE $30.00**
Provide administrative and clerical support including following routine procedures. Generate letters and fax transmittals providing general restrictions and/or engineering restrictions to developers, landowners, etc. Maintain documents at the project level within the Transmission ROW File System (TROWDS), and preparation of working files, project files, etc. Maintain Transmission ROW database (TransROW) - update landowner data, log-in ROW projects, track project status and generate project status reports. Record ROW documents with appropriate County, and log recording information into TransROW database, and TROWDS file system. Review and code invoices, expense reports, and timesheets. Prepare documents including: letters, memos, fax transmittals, schedules, reports, budgets, overheads, charts, and presentations using standard personal computer tools such as word processing (Word) and spreadsheets (Excel) and presentation software (Powerpoint). Assume additional responsibilities and projects as required.	
Mileage	**Current IRS Rate**
Reimbursement for job related mileage.	
Cell Phone	**$6.00/per work day**
Reimbursement for personal cell phone, per working day	
Per Diem	**Not to Exceed Current IRS Rate**
Per Diem reimbursement will be based on the CONUS rate. Per Diem shall be approved by AEP Personnel prior to work authorization. Agent roster shall be kept with the Transmission ROW depicting said agents permanent residence.	

Expenses	Actual Cost
Reimbursement for the actual cost of job related expenses, such as courthouse copies, recording fees, or other reimbursable expenses related to the scoping of the project.	

SECTION 7d.

SCHEDULE

Utility's Schedule of Work and Estimated Date of Completion

Dates below are tentative contingent upon Utility receipt of the Utility Agreement, fully executed by TxDOT and/or Hidalgo County.

Estimated Date to begin: 09/03/13

Estimated Date of completion: 12/31/13

Estimated number of days: 124

Initials

9/10/13
Date

SECTION 7e.

PROPERTY INTEREST – TXDOT ROW-U-1A

Form ROW-U-1A
Rev. 3/2004
Replaces Form D-15-U1
GSD-EPC

AFFIDAVIT

(for Utility Owner)

U-No.13666

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

District: Pharr
County: Hidalgo
Federal Project No.: STP1102(026)MM
ROW CSJ No.: 0862-01-046
Highway No.: FM 2221
(To be filled in by State)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Thomas Schaffer of the AEP Texas Central Company, ("Utility") who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Thomas Schaffer am over the age of 18 years and am fully competent to testify to the matters set forth in this Affidavit. I have personal knowledge of all facts and swear that such facts are true and correct.

1. See Attached;
   [legal description of land]

2. ;
   [facts indicating affiant's familiarity with subject land, including inspection and surveys]

3. ;
   [facts attesting to ownership, including claims through deeds, etc.]

4. ;
   [facts showing use of property]

5. ;
   [facts showing nature and state of repair of enclosures or fencing]

6. ;
   [facts showing continuous possession for statutory period].

Further affiant sayeth not."

Thomas Sloff
Signature

Authorized Signer
Title

AEP Texas Central Company
Company

Corporate Acknowledgment

State of Ohio
County of Franklin

This instrument was acknowledged before me on July 17, 2013 by Thomas Schaffer manager, Transmission Right of Way of American Electric Power Service Corporation, a New York corporation, on behalf of said corporation.

VICTORIA L DUNFEE
NOTARY PUBLIC
FOR THE STATE OF OHIO
MY COMMISSION EXPIRES 4/6/2016

Victoria L Dunfee
Notary Public's Signature

NO. 165 - J. L. BATES - EDINBURG 138 KV LINE

Proj. 9-035
Acct. No. 340.1
Sult. 4 Poles & 0 Guys

CP 188 Rev - 8/58

11064

EASEMENT AND RIGHT OF WAY

MAY 201 167-167

THE STATE OF TEXAS }
County of HIDALGO }

KNOW ALL MEN BY THESE PRESENTS:

That I (we) GLENN E. KEY

of the County of _____, and State of Texas, for, and in consideration of the sum of TWO HUNDRED AND NO/100---------- ($ 200.00) Dollars, to me (us) in hand paid by CENTRAL POWER AND LIGHT COMPANY, the receipt of which is hereby acknowledged and confessed, have this day GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said CENTRAL POWER AND LIGHT COMPANY, a Texas corporation, its successors and assigns, an easement and right of way for an electric transmission line, consisting of poles made of wood, metal or other materials, variable numbers of wires, static wires, telephone and telegraph wires, cross arms, pins, insulators, braces, props, guys, anchorages, and all necessary and desirable attachments and appurtenances, at or near the location and along the general course now located by said CENTRAL POWER AND LIGHT COMPANY, over, across and upon the following described lands now owned by me (us), located in the County of Hidalgo and State of Texas, to-wit:

Being all of Lots No. 289 and 291 and the East 4.5 acres of Lot No. 293, lying East of the Main Canal, of the Bentsen Groves Subdivision Addition "C" out of Porcion 50, situated in Hidalgo County, Texas, according to the map or plat thereof, recorded in Volume 7, at page 30 of the Map Records of Hidalgo County, Texas, and being the same tract of land conveyed by R. M. Hutchins to Glenn E. Key, by deed dated January 9, 1952, recorded in Volume 737, at page 230, of the Deed Records of Hidalgo County, Texas.

Together with the right of ingress and egress over my (our) adjacent lands to and from said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines, poles, wires and appurtenances; the right to relocate along the same general direction of said line; and, the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the safety and efficiency of said line, or its appurtenances.

TO HAVE AND TO HOLD the above described rights, easement and rights of way unto the said CENTRAL POWER AND LIGHT COMPANY, its successors and assigns, until said line shall be abandoned and removed.

Not more than FOUR (4) poles and NO (0) guys shall be erected along the course of said line upon the above described land unless the said CENTRAL POWER AND LIGHT COMPANY, its successors and assigns, shall pay me (us), my (our), heirs or legal representatives, at the rate of Fifty And No/100---------($ 50.00) Dollars for each pole or guy erected in excess of said number; and upon such payment the said CENTRAL POWER AND LIGHT COMPANY, its successors and assigns, shall have the right, and the right is hereby granted, to erect poles or guys along said course in excess of said number.

And I (we) do hereby bind myself (ourselves), my (our), heirs and legal representatives, to WARRANT and FOREVER DEFEND all and singular the above described rights, easement and rights of way unto the said CENTRAL POWER AND LIGHT COMPANY, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

IN TESTIMONY WHEREOF, witness my (our) hand(s) on this the ___ day of ___, A. D. 1959

Glenn E. Key

165

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS }
County of Cameron }

BEFORE ME the undersigned authority, on this day personally appeared Olin E. Kay known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 21st day of April A. D. 1959

Arthur J. Sherlan

Notary Public in and for Cameron County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS }
County of _____ }

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____ A. D. 19____

_____

Notary Public in and for _____ County, Texas

JOINT ACKNOWLEDGMENT — HUSBAND AND WIFE

THE STATE OF TEXAS }
County of _____ }

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, GEORGE L. ANDERSON, Clerk, County Court, Hidalgo County, Texas, do hereby certify that the above and foregoing instrument, with its certificates of authentication, was filed for record in my office the 5th day of June A. D. 1959 at 3:13 o'clock P. M., and duly recorded the 16th day of June A. D. 1959 at 2:40 o'clock P. M., in Vol. 944 Page 171-172 of the Deed Records of Hidalgo County, Texas.

To Certify Which, Witness my hand and the seal of said Court at office in Edinburg, this 10th day of June A. D. 1959.

By L. Jordan, Deputy.

GEORGE L. ANDERSON, Clerk, County Court
Hidalgo County, Texas

Easement and Right of Way

From _____

To CENTRAL POWER AND LIGHT COMPANY

THE STATE OF TEXAS
County of _____

I, _____ County Clerk in and for said County, hereby certify that the within Conveyance was filed in my office for record on the _____ day of _____ 19__ at _____ o'clock ____M., and duly recorded by me on the _____ day of _____ 19__ in Book ____ Page ____ Records of Deeds of said County, at page _____

Given under my hand and seal of office the day and date last above written.

JUN 5 1959

County Clerk, _____ County, Texas.

By _____ Deputy

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Gwyn Shea
Secretary of State

Office of the Secretary of State

CERTIFICATE OF AMENDMENT
OF

AEP Texas Central Company
8501100

[formerly: CENTRAL POWER AND LIGHT COMPANY]

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of amendment for the above named entity have been received in this office and have been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Amendment.

Dated: 12/23/2002
Effective: 12/23/2002

THE STATE OF TEXAS

Gwyn Shea

Gwyn Shea
Secretary of State

FILED
In the Office of the
Secretary of State of Texas

DEC 20 2002

Corporations Section

ARTICLES OF AMENDMENT TO THE RESTATED ARTICLES OF INCORPORATION OF CENTRAL POWER AND LIGHT COMPANY

Pursuant to the provisions of the Texas Business Corporation Act, the undersigned corporation hereby amends its Articles of Incorporation, and for that purpose, submits the following statement:

The name of the corporation is: Central Power and Light Company

2. Article I of the Restated Articles of Incorporation is hereby amended so as to read as follows: The name of the Corporation shall be AEP Texas Central Company.

3 The date of adoption of each amendment is: December 1 2002.

4. The number of shares of the corporation outstanding at the time of adoption of the amendment was 2,217,629, and the number of shares entitled to vote thereon was 2,211,678.

5. The designation and number of outstanding shares of each class or series entitled to vote thereon as a class were as follows

Class or Series	Number of Outstanding Shares and Entitled to Vote
Common Stock	2,211,678

6. The Number of shares of the corporation voted for the amendment was 2,211,678.

The number of shares of each class or series entitled to vote as a class or series voted for or against such amendment was as follows:

Class or Series	Number of Shares Voted For	Number of Shares Voted Against
Common Stock	2,211,678	0

7. The foregoing amendment will not effect a change in the amount of stated capital of the corporation.

Date December 18 2002

By T. V. Shockley, III

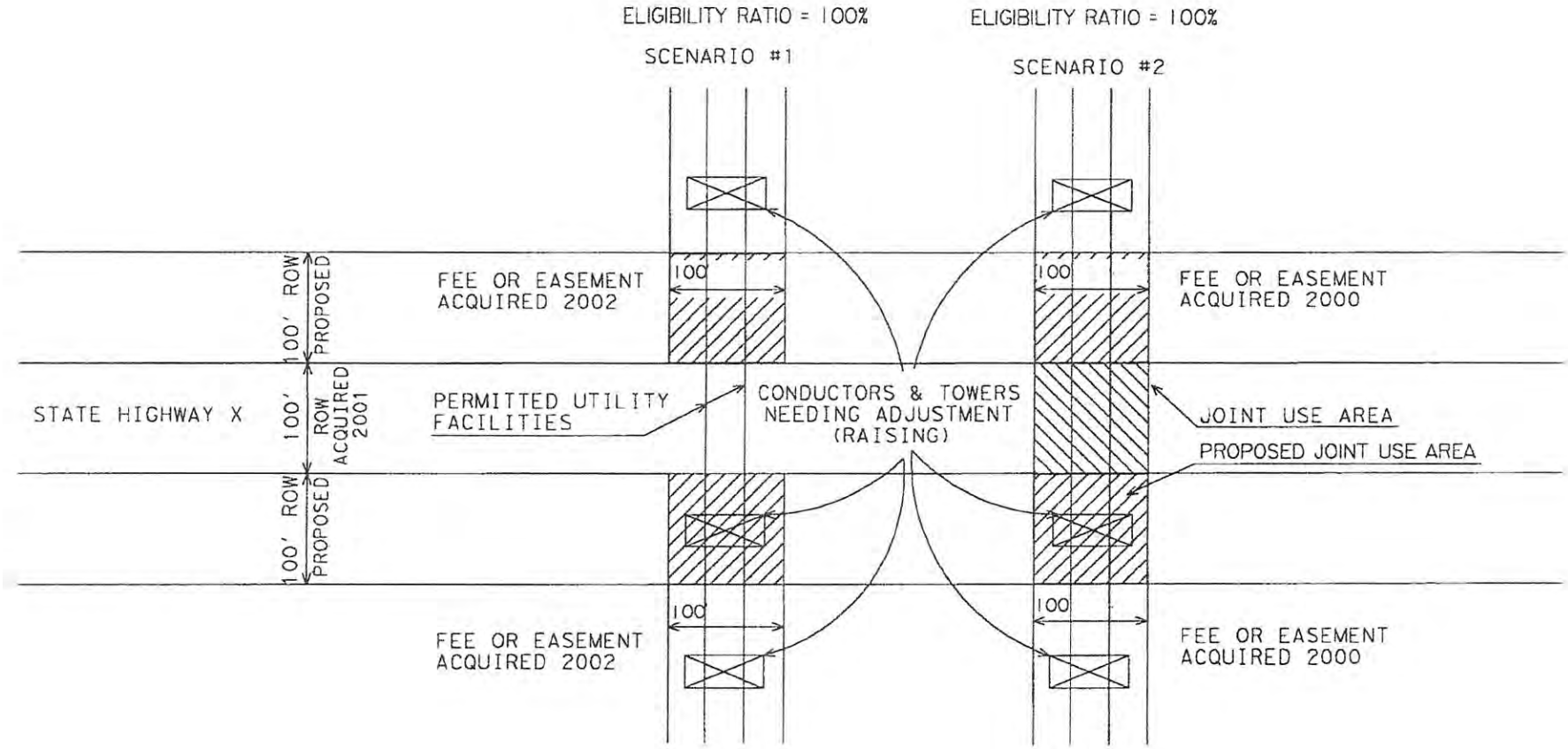
Thomas V. Shockley, III,
Vice President

SECTION 7f.

ELIGIBILITY RATIO

F

EXISTING FACILITY IN PROPOSED ROW



Initials

7/12/13
Date

SECTION 7g.

COST COMPARISON

N/A – A cost comparison is not applicable as this project is not a betterment.

Initials

7/17/13

Date

SECTION 7h.

BETTERMENT STATEMENT

Betterment Calculation and Estimates

X **No Betterment**

☐ **Betterment – Estimated Cost for Betterment attached hereto.**

Initials

7/17/13
Date

SECTION 7i.

QUIT CLAIM DEED

N/A – A Quit Claim Deed is not applicable as part of this project.

Initials

7/17/13
Date

SECTION 7j.

JOINT USE AGREEMENT – TXDOT ROW-U-JUAA

UTILITY JOINT USE ACKNOWLEDGEMENT
REIMBURSABLE UTILITY ADJUSTMENT

U-Number: 13666

ROW CSJ: 0862-01-046
County: Hidalgo
District: Pharr
Highway: FM 2221
Federal Project No.: STP 1102(026)MM
From: 0.25 Mi. W of Moorefield Rd
Projected Highway Letting Date: 06/12/13
To: 0.25 Mi. W of SH 364 (La Homa)

WHEREAS, the State of Texas, ("**State**"), acting by and through the Texas Department of Transportation ("**TxDOT**"), proposes to make certain highway improvements on that section of the above-indicated highway; and

WHEREAS, the AEP Texas Central Company , ("**Utility**"), proposes to adjust or relocate certain of its facilities, if applicable, and retain title to any property rights it may have on, along or across, and within or over such limits of the highway right of way as indicated by the location map attached hereto.

NOW, THEREFORE, in consideration of the covenants and acknowledgements herein contained, the parties mutually agree as follows:

It is agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Nothing in this Acknowledgement shall serve to modify or extinguish any compensable property interest vested in the **Utility** within the above described area. If the facilities shown in the aforementioned plans need to be altered or modified or new facilities constructed to either accommodate the proposed highway improvements or as part of **Utility's** future proposed changes to its own facilities, **Utility** agrees to notify **TxDOT** at least 30 days prior thereto, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, **Utility** agrees to notify **TxDOT** promptly. If such alteration, modification or new construction is in conflict with the current highway or planned future highway improvements, or could endanger the traveling public using said highway, **TxDOT** shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway. Such regulations shall not extend, however, to requiring the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

If **Utility's** facilities are located along a controlled access highway, **Utility** agrees that ingress and egress for servicing its facilities will be limited to frontage roads where provided, nearby or adjacent public roads and streets, or trails along or near the highway right of way lines which only connect to an intersecting road. Entry may be made to the outer portion of the highway right of way from any one or all access points. Where supports, manholes or other appurtenances of the **Utility's** facilities are located in medians or interchange areas, access from the through-traffic roadways or ramps will be allowed by permit issued by the **State** to the **Utility** setting forth the conditions for policing and other controls to protect highway users. In an emergency situation, if the means of access or service operations as herein provided will not permit emergency repairs as required for the safety and welfare of the public, the **Utility** shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required repairs, provided **TxDOT** is notified immediately when such repairs are initiated and adequate provision is made by **Utility** for the convenience and safety of highway traffic. Except as expressly provided herein, the **Utility's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public.

Initial	Date	Initial	Date
			7/22/13
TxDOT		Utility	

If Utility's facilities are located along a non-controlled access highway, the **Utility's** rights of ingress and egress to the through-traffic roadways and/or ramps are subject to the same rules and regulations as apply to the general public.

Participation in actual costs incurred by the Utility for any future adjustment, removal or relocation of utility facilities required by highway construction shall be in accordance with applicable laws of the State of Texas.

Utility will, by written notice, advise **TxDOT** of the beginning and completion dates of the adjustment, removal, or relocation, and, thereafter, agrees to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

It is expressly understood that **Utility** conducts the new installation, adjustment, removal, and/or relocation at its own risk, and that **TxDOT** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The **Utility** and the **State**, by execution of this Acknowledgement , do not waive or relinquish any right that they may have under the law.

The signatories to this Acknowledgement warrant that each has the authority to enter into this Acknowledgement on behalf of the party represented.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

UTILITY

Utility: AEP Texas Central Company
Name of Utility

By: Thomas Schaffer
Authorized Signature

Thomas Schaffer
Print or Type Name

Title: Manager of Right of Way
AUTHORIZED SIGNER

Date: 07/22/13

EXECUTION RECOMMENDED:

District Engineer, District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Director, Right of Way Division

Date: _____

Initial	Date	Initial	Date
		TS	7/22/13
TxDOT		Utility	

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

September 25, 2013

CONTACT: Project Development and Support
Pharr, District

U-Number: **U-13697**
Utility Adjustment, (LUP) Determination of Upper Limits
Sharyland Water Supply Corporation
Federal Project No.: STP 1102 (026 & 024) MM
RCSJ No.: 0862-01-046 (2.17%), 0669-01-052 (97.83%)
CCSJ No.: 0862-01-037, 0669-01-043
County: Hidalgo
Highway: FM 2221/FM 681

L&G Engineering c/o Hidalgo County Precinct No. 3
2100 West Expressway 83
Mission, Texas 78572

Attention: Mr. Robert Macheska

Dear Mr. Macheska,

This letter serves as the approval for the utility adjustment Local Utility Process (LUP) Determination of Upper Limits. Hidalgo County may now execute the LPA Standard Utility Agreement (SUA) with Sharyland Water Supply Corporation (SWSC). This adjustment has an applied eligibility ratio of 67.91% percent for all eligible costs estimated in the amount of $ 152,879.31. After applying the eligibility ratio of 67.91% to the estimated costs, $ 103,820.34 is eligible for state cost participation. Reimbursement will be made to Hidalgo County upon completion of an Audit and demonstration that the County has paid the utility (Form ROW-U-45). State cost participation will be based on Statute 23CFR 645A. All quantities in the estimate portion of the agreement are preliminary. Final quantities and participation will be based upon actual scope of work performed.

Please note the SWSC elected not to exercise a Joint Use Agreement TxDOT Form ROW JUAA and must obtain a TxDOT Form 1082 (Utility Permit) for the proposed facilities to be placed inside of the row before commencement of any work. The Form 1082 will need to be submitted to Pharr District Project Development and Support Section prior to or at time of final billing.

The owner SWSC acknowledges and fully accepts responsibility and liability for the design, construction, maintenance, and operation of this proposed adjustment. If during or after construction of SWSC facilities, a modification is necessary due to a revision of the utility plans. Your office (Hidalgo County) should be notified prior to the implementation of the change. Any required revisions to the scope of work must be included in an amendment. The amendment must be prepared in advance and presented to the State for consideration prior to any work being preformed. Also, the amendment must be executed and incorporated into the existing executed SUA.

All costs should be clearly defined and indicated in a line item format that should match the items shown in the original cost estimate. All major items should be supported by contractor invoices.

Your final billing will need to compare the estimated quantities and cost to the actual quantities and cost. Then an explanation of any overruns or underruns in the quantities or cost will need to be provided. The date construction began and ended should also be submitted with your final billing along with the address and telephone number of the location where the records may be audited.

If you have any questions, please contact Pat González with the State at (956) 702-6176.

Sincerely,

Evan Roberts, P.E.
Pharr District, Project Development and Support

er:pg
cc: Honorable Ramon Garcia, Hidalgo County Judge
Honorable Joe Flores, Commissioner, Hidalgo County Pct. 3
Jacinto Garza, P.E., L&G
Pedro Alvarez, P.E. Pharr District, Deputy District Engineer
Homer Bazan, Jr. P.E. Pharr District, Director of Transportation Planning and Development
Norma Y. Garza, P.E. Pharr District, Advanced Planning / Project Management Supervisor
Valente Olivarez, Jr. P.E. Pharr Area Engineer
Griselda Saldivar, P.E. Pharr District, Project Manager

COMPENSABLE PACKAGE

Sharyland Water Supply Corp.

FM 681/2221
RCSJ: 0862-01-046 & 0669-01-052

Texas Department of Transportation

Sharyland WATER SUPPLY CORPORATION

A

LPA Standard Utility Agreement

STATE OF TEXAS §

COUNTY OF HIDALGO §

LPA STANDARD UTILITY AGREEMENT

FM 681 SHARYLAND WATER SUPPLY CORPORATION WATER LINE ADJUSTMENT, REMOVAL, AND/OR REPLACEMENT

This agreement is made by and between the County Of Hidalgo, Texas hereinafter referred to as "County" and Sharyland Water Supply Corporation, hereinafter referred to as "Utility", acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the County.

WHEREAS, the State of Texas has deemed it necessary to make certain highway improvements as designated by the State and approved by the Federal Highway Administration located on the highway as indicated above;

WHEREAS; the County is a county in the State of Texas;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of the Utility as indicated in the following statement of work: Replacement and relocation of existing 4", 8" & 12" water lines with a single 4" water line, a single 16" water line and a single 12" water line to accommodate the proposed roadway widening being performed by the Texas Department of Transportation and more specifically shown in the Utility's plans, specifications and estimated costs, which are attached hereto in Attachment "A";

WHEREAS, the County, in receipt of evidence it deems sufficient, acknowledges the Utility's interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain facilities located upon lands as indicated in Attachment "A";

NOW, THEREFORE, for and in consideration of the premises and mutual promises, covenants and agreements hereinafter set forth, and intending to be legally bound, the County and the Utility agree as follows:

1. The County will pay the Utility all eligible actual costs which are incurred in the adjustment, removal, and/or relocation of the Utility's facilities.

2. The Utility agrees that all conduct under this agreement, including but not limited to the adjustment, removal, and/or relocation of the facility, the development of reimbursement of costs, any environmental requirements, and retention of records will be in accordance with 23 CFR 645, Subparts A & B and all other applicable federal and state laws, rules and regulations. The Utility agrees to

supply, upon request by the County, proof of compliance with the aforementioned laws, rules and regulations prior to commencement of construction.

3. The Utility agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the County, or may, with the County's written approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the Utility. The bill for the work hereunder will be submitted to the County not later than ninety (90) days after completion of the work.

4. Upon execution of this agreement by both parties hereto, the County will, by written notice, authorize the Utility to proceed with the necessary adjustment, removal, and/or relocation. The Utility agrees to proceed in a diligent manner and will take all prudent actions to avoid delay or interference with the highway construction.

5. The Utility will endeavor to perform this work at its earliest window of opportunity.

6. The County will, upon satisfactory completion of the relocation or adjustment, receipt of a proper certification by the Utility that the work has been completed in accordance with the approved plans and specifications, receipt and verification of the bill prepared in an approved form and manner, and pre-approval by TxDOT, make payment to the Utility.

7. This agreement in its entirety consists of the following:

    a. LPA Standard Utility Agreement;
    b. Plans of Adjustment (color coded), Specifications, and Estimated Costs (Attachment "A")(2 Originals);
    c. Statement Covering Contract Work – TxDOT ROW-U-48 (Attachment "B")(2 Originals);
    d. Schedule (Start & End Dates)
    e. Proof of Property Interest – TxDOT ROW-U-1A (Attachment "C")(2 Originals and 1 copy of recorded instrument);
    f. Eligibility Ratio(Attachment "D")(2 Originals),
    g. Cost Comparison (if Betterment) (Attachment "D")(2 Originals),
    h. Betterment Statement (Attachment "D")(2 Originals),
    i. Quit Claim Deed – TxDOT ROW-N-30 (Attachment "E")(2 Originals), if applicable,
    j. Joint Use Agreement (Attachment "F")(2 Originals), if applicable.

    All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs

covered by a modification of this agreement or a written change or extra work order approved by the County.

8. The Utility agrees to provide "as-built" plans to the County within sixty (60) days of the completion of the work.

9. This agreement is subject to immediate cancellation by the County at any time up to the date that work under this Agreement has been authorized and that such cancellation will not create any liability on the part of the County.

10. The Utility by execution of this agreement does not waive any of the rights which the Utility may have within the limits of the law.

11. It is expressly understood that the Utility conducts the adjustment, removal, and/or relocation using its own methods, and that the Utility agrees to indemnify and hold the County harmless for any and all damages and attorney's fees caused by the Utility's actions and/or conduct.

12. The Utility affirms that it has the authority to enter into this agreement, and that it has obtained the approval, if necessary, from any bankruptcy court exercising jurisdiction over the Utility.

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

If to Utility: Sharyland Water Supply Corporation
Attention: Sherilyn Dahlberg, General Manager
P.O. Box 1868
Mission, TX 78573

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, Hidalgo County Judge
P. O. Box 758
Edinburg, Texas 78540-0758

With copy to: Joe Flores, Commissioner, Precinct No. 3
724 N. Breyfogle
Mission, Texas 78574

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

15. 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.

16. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas

17. 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.

18. Assignment: This Agreement shall not be assignable.

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

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

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

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

23. Commitment or Current Revenues Only. In the event that during any term hereof; the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties

intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

24. The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

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

SHARYLAND WATER SUPPLY CORPORATION

By: _____
Sherilyn Dahlberg, General Manager

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

B

Plans of Adjustment, Specifications,
and Estimated Costs

STATEMENT OF WORK

Sharyland Water Supply Corporation, hereafter the Corporation, owns and operates water utilities consisting of 4", 8", and 12" PVC pipe which are currently located within the Corporation's Easements and adjacent to FM 681 / FM 2221. The attached Plans of Adjustment provide location of these existing utilities. The Road Widening Improvements proposed by RCSJ Project No's 0862-01-046 and 0669-01-052 conflict with the existing water utilities. Below is a brief description of the needed adjustments.

RCSJ Project No. 0862-01-046

Located within a 15ft Easement Vol. 1670, Page 967 Hidalgo County Records exists a 4" water line adjacent to the West right of way of La Homa Rd.(SH 364). A storm drainage grated inlet proposed by RCSJ Project No. 0862-01-046 will conflict with the existing 4" water line. The Corporation will adjust the line as indicated in Sheet 3 of the attached Plans of Adjustment.

RCSJ Project No. 0669-01-052

Located within a 15 ft Easement Vol.2077 Page172 of the Hidalgo County Records exists a 12" water line adjacent to the North right of way of FM 681; refer to Sheet 4 of the attached Plans of Adjustment. The 12" water line thence crosses FM 681in a diagonal. Once in the South side of FM 681 the water line leaves the road r.o.w. and enters the Corporation's 15 ft Easement, Doc. No. 675923 Hidalgo County Records. Thence, the line makes a turn to the East to reach the Southwest corner of Inspiration Rd.; at this location the 12" water line turns South. Sheet 5 of the attached Plans of Adjustment provide the location of this section of the existing 12" water line. The proposed road section by RCSJ Project No. 0669-01-052 will come into the alignment of the existing 12" water line to leave the pipeline under the road. The Corporation will adjust the 12 water line as indicated in Sheets 4, 5, and 6 of the attached Plans of Adjustment.

Located within a 15' Easement Doc. No. 31940 at the Southwest corner of Inspiration Rd. and FM 681 exist an 8" water line that crosses FM 681 from South to North. Once in the Northwest corner of Inspiration Rd. and FM 681, the waterline branches to the West and North. The West branch heads approximately 635 linear feet within the right of way of FM 681to interconnect with the existing 12" waterline. The North branch leaves FM 681's right of way at the Northwest intersection to continue with a Northward direction within a 15' Easement Vo. 1987 Page 57. Sheets 5 and 6 of the attached Plans of Adjustment provide the location of the existing 8" waterline. The Corporation will replace the 8" and 12" water lines at this intersection with a single 16" waterline. Sheet 6 of the attached Plans of Adjustment provides details for the proposed single 16" water line.

After thorough evaluation of the existing conditions, it was determined that a single 16" water line will be more cost effective than replacing both, the 8" and 12" water line crossings. The single 16" waterline offers enough capacity to replace both the 8" and 12" waterline. Cost

comparison was performed using the single 16" waterline crossing in Sheet 6 of the Plans of Adjustment versus two crossings. Betterment calculations are provided in Section G of this Compensable Package. The design engineer for RCSJ Project No. 0669-01-052 assigned the location of the 16" waterline crossing.

The Corporation and the Hidalgo County executed a LPA Standard Utility Agreement on which the Hidalgo County agrees to reimburse all eligible costs to relocate these utilities as proposed by the attached Plans of Adjustment.

The Corporation will contract directly with the Corporation's pre-qualified and retained contractor, 3F Utility Construction, Inc., to make the adjustments. The retained contractor has a current price agreement with the Corporation for equipment and labor only. The most current price agreement can be found in Section C of this Compensable Package after the Statement Covering Utility Construction Work, TXDOT Form ROW U-48. The Corporation will bid the materials and award a contract to the most qualified vendor with the lowest bid to supply the materials.

The task of work will consist as follows:

Task 1:
The Corporation's contractor will begin with the installation of new pipe and fittings at the alignment indicated in the Plans of Adjustment. The Corporation's engineer will provide construction staking services. Once installed, the contractor will test the pipelines in accordance with provisions established by 30 TAC Chapter 290. The line will be placed on service upon satisfactorily passing test.

Task 2:
Once the new lines are operational, the contractor will remove the sections of pipeline indicated in the Plans of Adjustment. A third party Consultant will provide Construction Material Testing Services to assure compaction in the removed sections of pipeline is achieved. Construction testing reports can be available upon request. Copy of the Construction Material Testing Services Proposal is attached.

Task 2
The Corporation's contractor will mark up the Plans of Adjustment indicating field changes. The Corporation's Engineer will record the field changes and produce the As-Built-Plans. The Corporation will submit the As-Built-Plans along with Final Billing for reimbursement.

SHARYLAND WATER SUPPLY CORPORATION

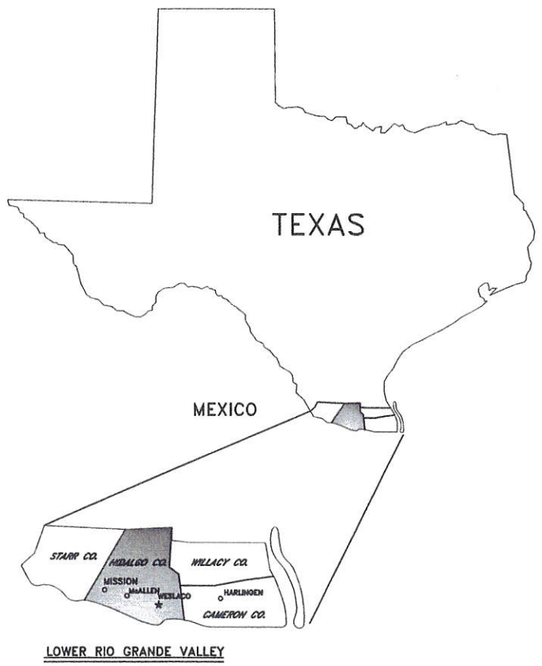
MISSION, TEXAS

4", 8" AND 12" COMPENSABLE WATERLINES

RCSJ PROJECT NO. 0862-01-046
RCSJ PROJECT NO. 0669-01-052

BOARD MEMBERS

RUDY LOPEZ---------- PRESIDENT
MICHAEL LYSSY----------VICE PRESIDENT
JOSE GARZA---------- SECRETARY & TREASURER
KENNETH BEAMSLEY----------DIRECTOR
MARK MOSELEY---------- DIRECTOR
RENE RAMOS----------DIRECTOR
JACKIE FIELD---------- DIRECTOR
SHERILYN DAHLBERG---------- GENERAL MANAGER



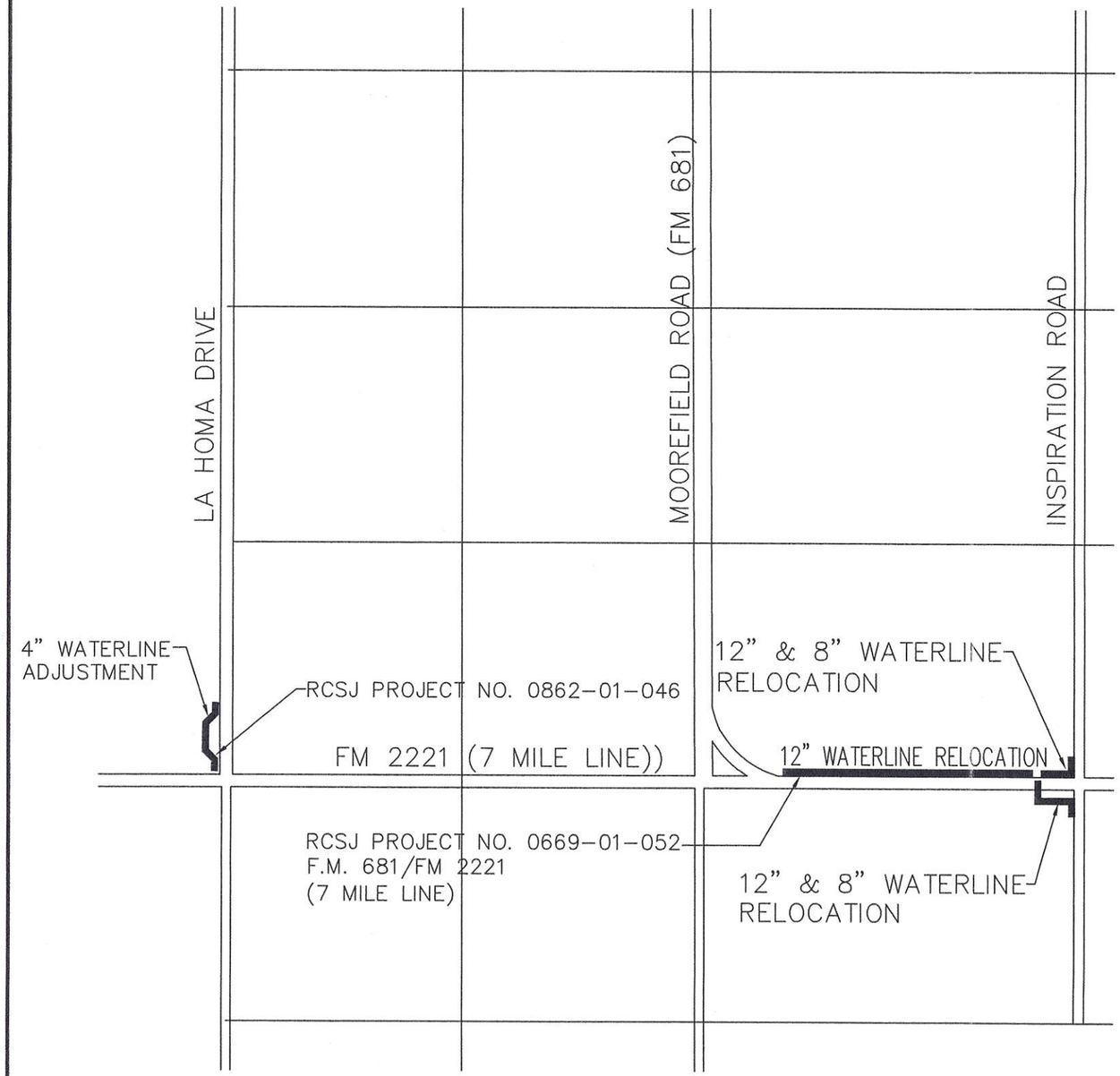
LOWER RIO GRANDE VALLEY

2013

SIGLER, WINSTON, GREENWOOD, & ASSOCIATES
CONSULTING ENGINEERS
WESLACO, TEXAS
SWG ENGINEERING, LLC
TEXAS FIRM REGISTRATION NO. F-592

STATE OF TEXAS
ALFONSO A. GONZALEZ
93805
LICENSED PROFESSIONAL ENGINEER
7/25/13

PROJECT NO. 12-114
PLAN SET NO. _____
DATE _____



NOTES:

1. WATERLINES TO HAVE A MINIMUM COVER OF 36" (INCHES).

2. FITTINGS SHALL BE MANUFACTURED FROM DUCTILE IRON TO WITHSTAND A RATED WORKING PRESSURE OF 350 PSI IN ACCORDANCE WITH THE LATEST REVISION OF ANSI/AWWA C153/A21.53 STANDARDS FOR MECHANICAL JOINT FITTINGS. RESTRAINING DEVICES SHALL BE EBAA-IRON SERIES 2000 PV 'MEGA-LUG' OR APPROVED EQUAL. TRUST BLOCKS ARE REQUIRED FOR ALL FITTING CONNECTIONS. ALL FITTINGS SHALL BE WRAPPED INCLUDING THE FASTENERS AND RESTRAINING DEVICES WITH 8MIL POLYETHYLENE SHEETING.

3. RESILIENT WEDGE SEAT GATE VALVES TO BE NONE RISING STEM (NRS) MODEL A-2360 MJ X MJ MUELLER CO. MANUFACTURED IN ACCORDANCE WITH THE LATEST REVISION OF ANSI/AWWA C509, OR EAST JORDAN IRON WORKS FLOWMASTER MJ X MJ MANUFACTURED IN ACCORDANCE WITH THE LATEST REVISION OF ANSI/AWWA C515, OR APPROVED EQUAL. RESILIENT WEDGE SEAT GATE VALVES MUST BE MANUFACTURED IN THE UNITED STATES OF AMERICA.

4. SALVAGEABLE WATER UTILITY EQUIPMENT SUCH AS VALVES, FIRE HYDRANTS, AND OR FITTINGS CURRENTLY ON SECTIONS OF EXISTING WATERLINE(S) PROPOSED FOR ABANDONMENT (DECOMMISSION) SHALL BE CAREFULLY REMOVED AND DELIVERED TO THE CITY OF CORPORATIONS OFFICE @ MILE 5 RD. & SHARY RD. DEPARTMENT. COORDINATE DELIVERY OF SALVAGED EQUIPMENT WITH MR. JIM STUHLMAN AT (956) 585-6081 TO OBTAIN ACCESS TO THE CORPORATIONS WAREHOUSE.

5. POWER POLES LOCATED IN THE PROXIMITY OF THE TRENCH SHALL BE SECURED BY THE POWER COMPANY (POWER POLE OWNER) DURING EXCAVATION UNTIL TRENCH HAS BEEN BACKFILLED AND COMPACTED AND OR THE POWER COMPANY DETERMINES IS SAFE TO UN-SECURE THE POLE. CONTRACTOR RESPONSIBLE TO COORDINATE AND SCHEDULE WORK WITH THE POWER COMPANY.

6. THE ELEVATION OF EXISTING IRRIGATION PIPELINE(S) CROSSINGS MUST BE VERIFIED PRIOR TO BORE OR OPEN CUT ACROSS EXISTING IRRIGATION PIPELINES. CONTRACTOR RESPONSIBLE TO NOTIFY AND COORDINATE WITH IRRIGATION DISTRICT PRIOR TO EXPOSING IRRIGATION PIPES.

7. THE PLANS IDENTIFY AND PROVIDE LABELS FOR EXISTING UTILITIES (WATER, SANITARY SEWER, TELEPHONE CABLE, GAS, POWER, TV CABLE, AND/OR OTHER SPECIFICALLY LABELED UTILITY). LABELED UTILITIES WERE PLOTTED UTILIZING DIRECT FIELD INFORMATION AS SPOTTED BY UTILITY LOCATOR SERVICES. THE CONTRACTOR IS RESPONSIBLE TO REQUEST UTILITY SPOTTING AND CONTACT ALL UTILITY COMPANIES PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES. THE CONTRACTOR IS RESPONSIBLE TO DETERMINE THE EXACT LOCATION AND ELEVATION OF EXISTING UTILITY LINES LOCATED WITHIN THE CONSTRUCTION AREA EITHER ADJACENT OR ACROSS TO THE PROPOSED WATERLINE ALIGNMENT. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED TO REPAIR UTILITIES DAMAGED BY THE CONTRACTOR'S EQUIPMENT AND OR PERSONNEL.

8. EXCAVATION PROTECTION SHALL BE PERFORMED IN ACCORDANCE WITH THE OCCUPATION SAFETY AND HEALTH ADMINISTRATION STANDARDS AND INTERPRETATIONS, 29 CFR 1926, SUBPART P, 'EXCAVATIONS'. CONTRACTOR TO FURNISH ALL NECESSARY EQUIPMENT, TOOLS, MANPOWER, AND MATERIAL INCLUDING BUT NOT LIMITED TO SHEET PILES, METAL PLATES, TRENCH BOX, AND/OR OTHER NECESSARY MATERIALS REQUIRED TO INSTALL BRACING TO SAFELY SECURE GROUND EXCAVATIONS WITH VERTICAL OR UNSTABLE EXCAVATION FACES. THIS ITEM IS APPLICABLE TO TRENCHES FIVE(5) FEET OR DEEPER.

9. THE ALIGNMENT AND VERTICAL ELEVATION ASSIGNED IN THIS SET OF PLANS TO THE PROPOSED WATERLINE(S) ABIDES TO THE RULES AND REGULATIONS ESTABLISHED BY 30 TAC 290 SUBCHAPTER D 'RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS' PERTAINING TO SEPARATION REQUIREMENTS FOR PROPOSED WATERLINE TO EXISTING WASTEWATER (SEWER) LINE(S). IT IS THE CONTRACTOR'S OBLIGATION TO NOTIFY THE ENGINEER IMMEDIATELY OF ANY FIELD DISCREPANCIES BETWEEN THE ASSIGNED PLAN HORIZONTAL SEPARATION OR VERTICAL CROSSING(S) SEPARATION VERSUS ACTUAL FIELD SEPARATION TO EXISTING WASTEWATER PIPELINE(S) AND WHICH IS DETERMINED TO COMPROMISE THE SEPARATION REQUIREMENTS ESTABLISHED BY 30 TAC 290 SUBCHAPTER D 'RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS'. FURTHER, IT IS THE CONTRACTOR'S OBLIGATION TO NOTIFY THE ENGINEER OF ANY UNIDENTIFIED (NOT NOTED IN THE PLAN - FIELD UNCOVERED) WASTEWATER PIPELINE(S) THAT ARE DETERMINED TO COMPROMISE THE SEPARATION REQUIREMENTS FOR PROPOSED WATERLINE TO EXISTING WASTEWATER LINE ESTABLISHED BY 30 TAC 290 SUBCHAPTER D 'RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS'.

10. STREETS SHALL REMAIN OPEN TO THRU TRAFFIC DURING CONSTRUCTION, AND HOLD DRIVEWAY INTERFERENCE TO A MINIMUM. BARRICADES, GUARDRAILS, AND WARNING SIGNS SHALL CONFORM TO THE LATEST EDITION OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND GENERALLY BE LOCATED TO AFFORD MAXIMUM PROTECTION TO THE PUBLIC AS WELL AS CONSTRUCTION PERSONNEL AND EQUIPMENT, AND TO ASSURE AN EXPEDITIOUS TRAFFIC FLOW AT ALL TIMES DURING CONSTRUCTION. THE SIGNS SHALL BE COORDINATED WITH SEQUENCE OF CONSTRUCTION. CONTRACTOR RESPONSIBLE FOR FURNISHING ALL NECESSARY BARRICADES, CHANNELIZING DEVICES, SIGNS, AND MANPOWER NEEDED FOR PROPER TRAFFIC CONTROL AND MANAGEMENT.

TRAFFIC CONTROL WILL BE NEEDED WHEN WORKING NEAR OR ADJACENT TO EXISTING ROADS INCLUDING BUT NOT LIMITED TO FM 2221, FM 681, LA HOMA RD. MORREFILED RD., AND INSPIRATION RD. ATTACHED TO THESE PLANS ARE STANDARD TRAFFIC CONTROL PLANS PREPARED BY THE TEXAS DEPARTMENT OF TRANSPORTATION-TRAFFIC OPERATIONS DIVISION, WHICH ARE RECOMMENDED FOR IMPLEMENTATION DURING CONSTRUCTION ACTIVITIES. IMPLEMENTATION OF THE CORRECT TRAFFIC CONTROL PLAN IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE CORRESPONDING ROAD AUTHORITY (TEXAS DEPARTMENT OF TRANSPORTATION, PRIOR TO COMMENCEMENT OF ANY EXCAVATION NEAR THE ROAD FACILITY.

N.T.S.

LEGEND

WATERLINE---------

SHEET INDEX

1. LOCATION MAP AND SHEET INDEX
2. 4" WATERLINE ADJUSTMENT COMPENSABLE
3. 12" WATERLINE RELOCATION COMPENSABLE SEGMENT
3A. 12" WATERLINE RELOCATION COMPENSABLE SEGMENT
4. 12" & 8" WATERLINE RELOCATION COMPENSABLE SEGMENT
5. DETAIL SHEET

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Texas Department of Transportation

SHARYLAND WATER SUPPLY CORPORATION

SIGLER, WINSTON, GREENWOOD AND ASSOCIATES, INC.
CONSULTING ENGINEERS
WESLACO AND MC ALLEN, TEXAS

F.M. 681/FM 2221 (7 MILE LINE)

WATERLINE COMPENSABLE SEGMENTS LOCATION MAP

SCALE: N.T.S. JULY-2013

FED.RD. DIV.NO.			SHEET NO. 1 of 8
STATE	DIST.	COUNTY	
TEXAS		HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
			F.M. 681/FM 2221 (7 MILE LINE)

QUANTITIES SUMMARY

1	DESCRIPTION	UNIT	SHEET 3	SHEET 4	SHEET 5	SHEET 6	TOTAL
2	4" PVC AWWA C900 DR25	LF	49	ø	ø	ø	49
3	4"x45° AWWA C153 BEND	EA	4	ø	ø	ø	4
4	4"AWWA C219 REPAIR COUPLING	EA	2	ø	ø	ø	2
5	12" PVC AWWA C900 DR25	LF	ø	588	520	ø	1108
6	12" AWWA C502 RESILIENT SEAT GATE VALVE	EA	ø	1	1	1	3
7	12" AWWA C219 REPAIR COUPLING	EA	ø	1	ø	1	2
8	16"x12" AWWA C153 REDUCER	EA	ø	ø	1	2	3
9	24"x3/8" THICK STEEL CASING	LF	ø	ø	ø	122	122
10	16" PVC C905 DR25	LF	ø	ø	ø	598	598
11	16"x45° AWWA C153 BEND	EA	ø	ø	ø	6	6
12	12"X45° AWWA C153 BEND	EA	ø	ø	ø	2	2
13	16"x8" AWWA C153 TEE	EA	ø	ø	ø	1	1
14	8" AWWA C502 RESILIENT SEAT GATE VALVE	EA	ø	ø	ø	2	2
15	8" AWWA C219 REPAIR COUPLING	EA	ø	ø	ø	2	2
16	8"x45° AWWA C153 BEND	EA	ø	ø	ø	2	2
17	12"x8" AWWA C153 REDUCER	EA	ø	ø	ø	1	1
18	16"x16" AWWA C153 TEE	EA	ø	ø	ø	1	1
19	REMOVE EXIST. 8" PVC PIPE	LF	ø	ø	635	ø	635
20	REMOVE EXIST. 12" PVC PIPE	LF	ø	150	838	ø	988
21	SERVICE CONNECTION	EA	ø	ø	4	ø	4
22	SERVICE CONNECTION ACROSS ROAD	EA	ø	1	ø	ø	1

STATE OF TEXAS
ALFONSO A. GONZALEZ
93805
LICENSED PROFESSIONAL ENGINEER
7/25/13

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Texas Department of Transportation

SHARYLAND WATER SUPPLY CORPORATION

SIGLER, WINSTON, GREENWOOD AND ASSOCIATES
CONSULTING ENGINEERS
WESLACO, TEXAS
SWG ENGINEERING, LLC
TEXAS FIRM REGISTRATION NO. F-592

QUANTITIES SUMMARY SHEET

SCALE: N.T.S. JULY–2013

FED.RD. DIV.NO.		SHEET NO. 2 of 8
STATE	DIST.	COUNTY
TEXAS		HIDALGO
CONT.	SECT.	JOB / HIGHWAY NO.
		F.M. 681/FM 2221 (7 MILE LINE)

±7.55'

Existing 4" Waterline
(To Remain In Service)

END STA. 7+49.00
PROPOSED
1- 4" AWWA C219 REPAIR
COUPLING QUANTUM® BY
SMITH BLAIR OR EQ.
2- 4" AWWA C153 45° BEND MJ

1' ALIGNMENT
(TO PROP. HWY. R.O.W.)

4.55'

PROPOSED 4" PVC AWWA
C900 DR 25 WATERLINE
W/36" COVER

PROP. HWY. ROW

BEGIN STA. 7+00.00
PROPOSED
1-4" AWWA C219
REPAIR COUPLING
QUANTUM® BY SMITH
BLAIR OR EQ.
2-4"x45° AWWA C153 BEND MJ

PROP.
CURB & GUTTER
(BY OTHERS)

F.M. 2221
(7 MILE LINE)

Existing 4" Waterline
(To Remain In Service)

PROP. HWY. ROW

EXIST. HWY. ROW

15' EASEMENT
TO SWSC
VOL. 1670
PG.,967

Existing 4" PVC Waterline
(To Be Abandoned)

LA HOMA RD.
(SH 364)

EXIST. HWY. ROW

7+00

SCALE 1"=10'

LEGEND

STATION HIGHWAY CONTROL BASELINE.....
EXISTING HWY. ROW.....
EXIST. WATERLINE..... -W-W-W-W-W-W-
EXIST. OVERHEAD POWER..... -OH-OH-OH-
EXIST. EASEMENT LINE SWSC.....
EXISTING EDGE OF PAVEMENT.....
EXIST. UTILITY..... -UT-UT-UT-
PROPOSED HWY. ROW.....
PROPOSED WATERLINE..... -W-W-W-W-W-
PROP. CURB & GUTTER (BY OTHERS).....
PROPOSED INLET (BY OTHERS).....
PROPOSED STORM DRAIN (BY OTHERS).....

STATE OF TEXAS
ALFONSO A. GONZALEZ
93805
LICENSED
PROFESSIONAL ENGINEER
7/25/13

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Texas Department of Transportation

SHARYLAND WATER SUPPLY CORPORATION

SIGLER, WINSTON, GREENWOOD AND ASSOCIATES, INC.
CONSULTING ENGINEERS
WESLACO AND MC ALLEN, TEXAS

FM 2221 (7 MILE LINE)

4" WATERLINE ADJUSTMENT
COMPENSABLE SEGMENT

SCALE: 1"=10' JULY-2013

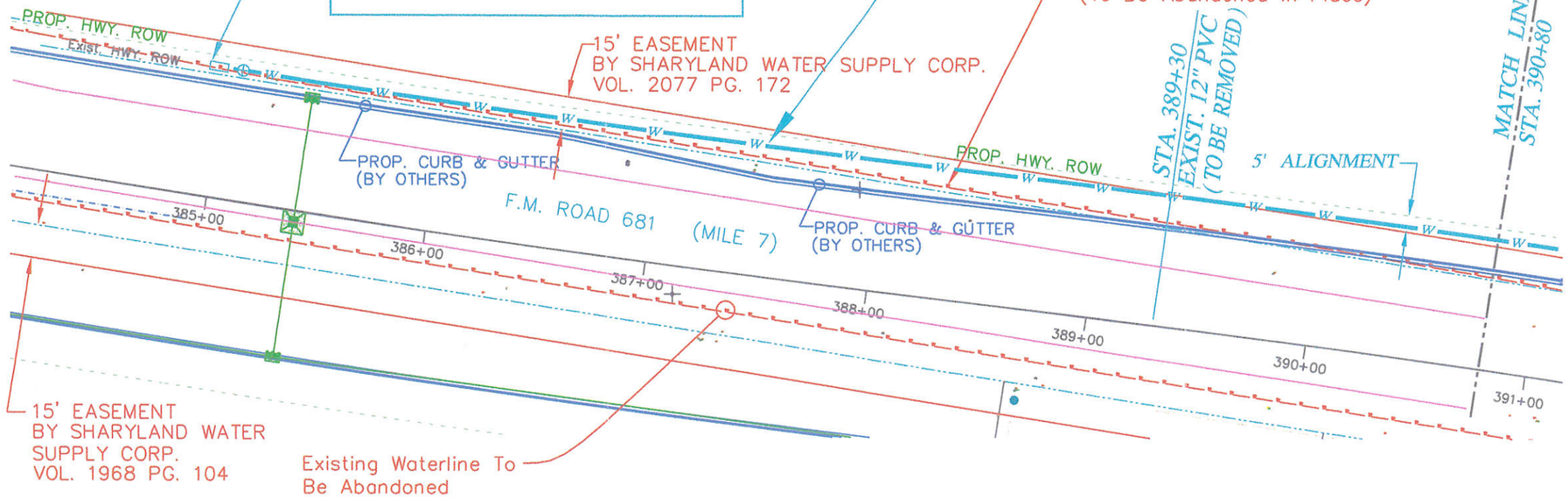
FED.RD. DIV.NO.			SHEET NO. 3 of 8
STATE	DIST.	COUNTY	
TEXAS		HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
			FM 2221 (7 MILE LINE)

TIE TO EXIST. 12" WATERLINE
BEGIN @ STA. 384+92.33

PROPOSED
1-12" AWWA C502 RESILIENT SEAT MJ
GATE VALVE & BOX
1-12" AWWA C219 REPAIR COUPLING
QUANTUM ® BY SMITH BLAIR OR EQ.

PROPOSED 12" AWWA C900
(DR 25) PVC WATERLINE
TO BE INSTALLED ON 5FT. OFFSET
W/36" COVER

SCALE 1"=60'



LEGEND

STATION HIGHWAY CONTROL BASELINE.....
EXISTING HWY. ROW.....
EXIST. WATERLINE..... —W—W—W—W—W—W—W—W—
EXIST. OVERHEAD POWER..... —OH—OH—OH—OH—
EXIST. EASEMENT LINE SWSC.....
EXISTING EDGE OF PAVEMENT.....
EXIST. UTILITY..... —UT—UT—UT—UT—UT—
PROPOSED HWY. ROW.....
PROPOSED WATERLINE..... —W—W—W—W—W—W—W—
PROP. CURB & GUTTER (BY OTHERS).....
PROPOSED STORM DRAINAGE PIPE (BY OTHERS).....
PROPOSED STORM SEWER INLET (BY OTHERS).....
PROPOSED STORM DRAINAGE INLET (BY OTHERS).....

STATE OF TEXAS
ALFONSO A. GONZALEZ
93805
LICENSED
PROFESSIONAL ENGINEER
7/25/13

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Texas Department of Transportation

SHARYLAND WATER SUPPLY CORPORATION

SIGLER, WINSTON, GREENWOOD AND ASSOCIATES, INC.
CONSULTING ENGINEERS
WESLACO AND MC ALLEN, TEXAS

F.M. 681/FM 2221 (7 MILE LINE)

12" WATERLINE RELOCATION
COMPENSABLE SEGMENT

SCALE: 1"=60' JULY-2013

FED.RD. DIV.NO.			SHEET NO. 4 of 8
STATE	DIST.	COUNTY	
TEXAS		HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
			F.M. 681/FM 2221 (7 MILE LINE)

15' EASEMENT
TO SHARYLAND WATER SUPPLY CORP.
VOL. 2077 PG. 172

MATCH LINE
STA. 390+80

STA. 392+10
EXIST. 8" PVC
(TO BE REMOVED)

5'
ALIGNMENT

(VOL. 6, PG 52 H.C.M.R.)

ISAIAS GONZALEZ
OL. 1774, PG. 100 H.C.D.R.)

PROPOSED 12" AWWA C900
(DR 25) PVC Waterline
TO BE INSTALLED ON 5FT. OFFSET
W/36" COVER

8" PVC WATERLINE
(TO BE REMOVED) 635 L.F.

SCALE 1"=60'

END @ Sta. 396+00.00 (See Sheet No. 6)
Segment of 12" AWWA C900 (DR-25)
PVC Waterline

PROPOSED
1-12"x16" Reducer
1-12" MJ Gate Valve & Box

15' EASEMENT
TO SHARYLAND WATER SUPPLY CORP.
VOL. 2016 PG. 836

STA. 398+38
END 8" PVC
REMOVAL

END OF 8" PVC
REMOVAL

INSPIRATION ROAD

Exist. HWY. R.O.W.

PROP. HWY. ROW

F.M. ROAD 681 (MILE 7)
PROPOSED ℄

391+00
392+00
393+00
394+00
395+00
396+00
397+00
398+00
398+60
399+00
5+00
6+00

EXIST. HWY. R.O.W.

PROP. CURB & GUTTER
(BY OTHERS)

CONNECT W/ PROP. 16" WATERLINE
(SEE SHEET NO. 6)

PROPOSED ℄

PROP. HWY. ROW

15' EASEMENT TO SHARYLAND
WATER SUPPLY CORP. DOC #675923

EXIST. HWY. R.O.W.

STA. 398+63
END 12" PVC REMOVAL

PROP. HWY. ROW

EXISTING 12" PVC WATERLINE
(TO BE REMOVED) 838 L.F.

EXISTING 2" PVC WATERLINE
TO BE ABANDONED

LOT 55 E.M.
GOODWIN SUBD. NO.3

LEGEND

STATION HIGHWAY CONTROL BASELINE.....
EXISTING HWY. ROW.....
EXIST. WATERLINE..... —W—W—W—W—W—W—W—W—
EXIST. OVERHEAD POWER..... —OH—OH—OH—OH—
EXIST. EASEMENT LINE SWSC.....
EXISTING EDGE OF PAVEMENT.....
EXIST. UTILITY..... —UT—UT—UT—UT—UT—
PROPOSED HWY. ROW.....
PROPOSED WATERLINE..... —W—W—W—W—W—W—W—
PROP. CURB & GUTTER (BY OTHERS).....
PROPOSED STORM DRAINAGE PIPE (BY OTHERS).....
PROPOSED STORM SEWER INLET (BY OTHERS).....
PROPOSED STORM DRAINAGE INLET (BY OTHERS).....

STATE OF TEXAS
ALFONSO A. GONZALEZ
93805
LICENSED
PROFESSIONAL ENGINEER

7/25/13

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Texas Department of Transportation

SHARYLAND WATER SUPPLY CORPORATION

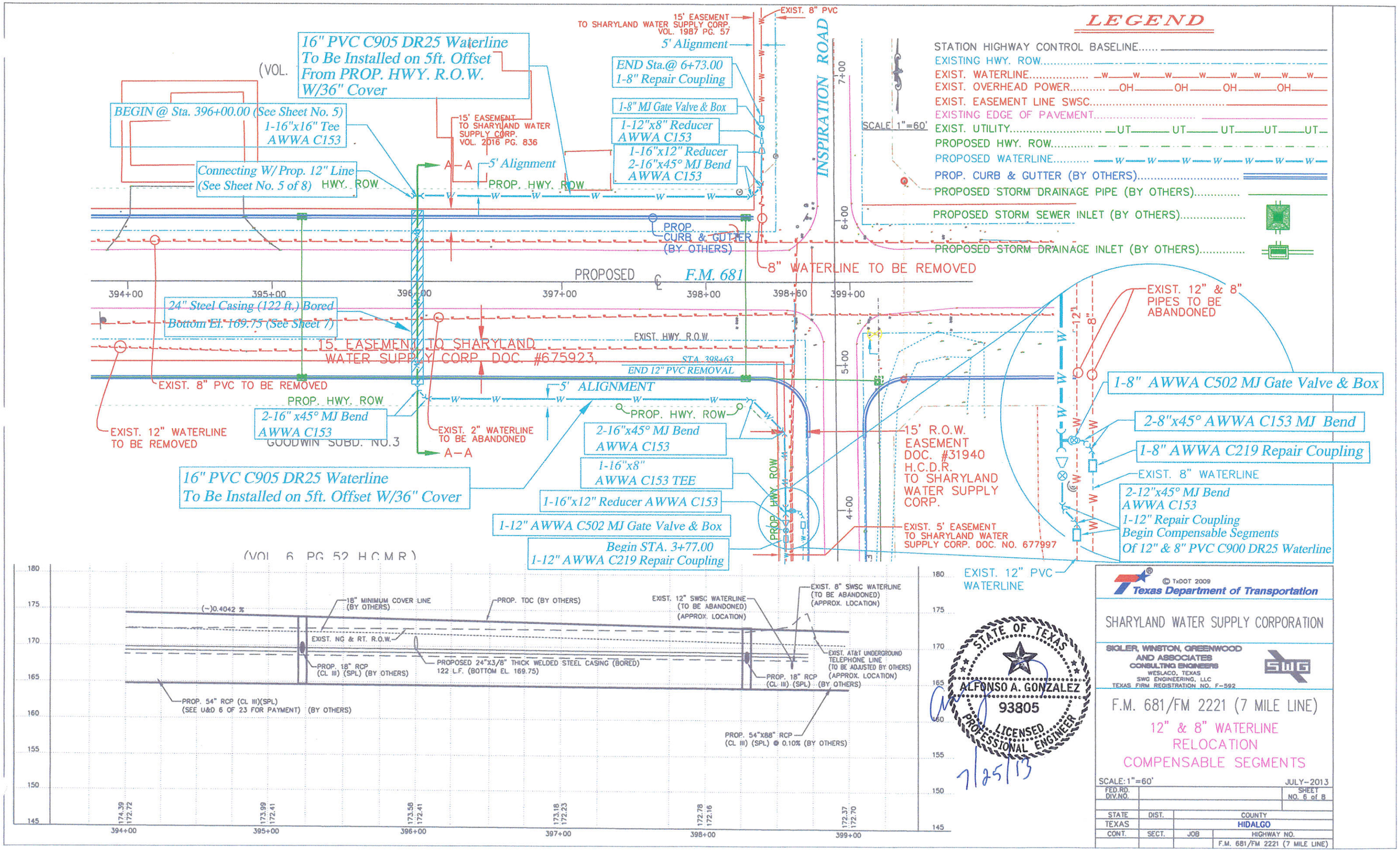
SIGLER, WINSTON, GREENWOOD
AND ASSOCIATES
CONSULTING ENGINEERS
WESLACO, TEXAS
SWG ENGINEERING, LLC
TEXAS FIRM REGISTRATION NO. F-592

F.M. 681/FM 2221 (7 MILE LINE)

12" WATERLINE RELOCATION
COMPENSABLE SEGMENT

SCALE: 1"=60' JULY-2013

FED.RD. DIV.NO.			SHEET NO. 5 of 8
STATE	DIST.	COUNTY	
TEXAS		HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
			F.M. 681/FM 2221 (7 MILE LINE)


LEGEND
STATION HIGHWAY CONTROL BASELINE.....
EXISTING HWY. ROW.....
EXIST. WATERLINE.....
EXIST. OVERHEAD POWER.....
EXIST. EASEMENT LINE SWSC.....
EXISTING EDGE OF PAVEMENT.....
EXIST. UTILITY.....
PROPOSED HWY. ROW.....
PROPOSED WATERLINE.....
PROP. CURB & GUTTER (BY OTHERS).....
PROPOSED STORM DRAINAGE PIPE (BY OTHERS).....
PROPOSED STORM SEWER INLET (BY OTHERS).....
PROPOSED STORM DRAINAGE INLET (BY OTHERS).....
SCALE 1"=60'
16" PVC C905 DR25 Waterline To Be Installed on 5ft. Offset From PROP. HWY. R.O.W. W/36" Cover
BEGIN @ Sta. 396+00.00 (See Sheet No. 5)
1-16"x16" Tee AWWA C153
Connecting W/ Prop. 12" Line (See Sheet No. 5 of 8)
15' EASEMENT TO SHARYLAND WATER SUPPLY CORP. VOL. 2016 PG. 836
5' Alignment
PROP. HWY. ROW
END Sta.@ 6+73.00
1-8" Repair Coupling
1-8" MJ Gate Valve & Box
1-12"x8" Reducer AWWA C153
1-16"x12" Reducer
2-16"x45° MJ Bend AWWA C153
15' EASEMENT TO SHARYLAND WATER SUPPLY CORP. VOL. 1987 PG. 57
EXIST. 8" PVC
INSPIRATION ROAD
PROP. CURB & GUTTER (BY OTHERS)
8" WATERLINE TO BE REMOVED
PROPOSED ℄ F.M. 681
394+00
395+00
396+00
397+00
398+00
398+60
399+00
24" Steel Casing (122 ft.) Bored
Bottom El. 169.75 (See Sheet 7)
15' EASEMENT TO SHARYLAND WATER SUPPLY CORP. DOC. #675923.
EXIST. HWY. R.O.W.
STA. 398+63
END 12" PVC REMOVAL
EXIST. 8" PVC TO BE REMOVED
5' ALIGNMENT
PROP. HWY. ROW
2-16" x45° MJ Bend AWWA C153
EXIST. 12" WATERLINE TO BE REMOVED
GOODWIN SUBD. NO.3
EXIST. 2" WATERLINE TO BE ABANDONED
A–A
16" PVC C905 DR25 Waterline To Be Installed on 5ft. Offset W/36" Cover
2-16"x45° MJ Bend AWWA C153
1-16"x8" AWWA C153 TEE
1-16"x12" Reducer AWWA C153
1-12" AWWA C502 MJ Gate Valve & Box
Begin STA. 3+77.00
1-12" AWWA C219 Repair Coupling
(VOL. 6 PG. 52 H.C.M.R.)
15' R.O.W. EASEMENT DOC. #31940 H.C.D.R. TO SHARYLAND WATER SUPPLY CORP.
EXIST. 5' EASEMENT TO SHARYLAND WATER SUPPLY CORP. DOC. NO. 677997
EXIST. 12" & 8" PIPES TO BE ABANDONED
1-8" AWWA C502 MJ Gate Valve & Box
2-8"x45° AWWA C153 MJ Bend
1-8" AWWA C219 Repair Coupling
EXIST. 8" WATERLINE
2-12"x45° MJ Bend AWWA C153
1-12" Repair Coupling
Begin Compensable Segments Of 12" & 8" PVC C900 DR25 Waterline
EXIST. 12" PVC WATERLINE
(–)0.4042 %
18" MINIMUM COVER LINE (BY OTHERS)
PROP. TOC (BY OTHERS)
EXIST. 12" SWSC WATERLINE (TO BE ABANDONED) (APPROX. LOCATION)
EXIST. 8" SWSC WATERLINE (TO BE ABANDONED) (APPROX. LOCATION)
EXIST. NG & RT. R.O.W.
PROP. 18" RCP (CL III) (SPL) (BY OTHERS)
PROPOSED 24"X3/8" THICK WELDED STEEL CASING (BORED) 122 L.F. (BOTTOM EL. 169.75)
EXIST. AT&T UNDERGROUND TELEPHONE LINE (TO BE ADJUSTED BY OTHERS) (APPROX. LOCATION)
PROP. 18" RCP (CL III) (SPL) (BY OTHERS)
PROP. 54" RCP (CL III)(SPL) (SEE U&D 6 OF 23 FOR PAYMENT) (BY OTHERS)
PROP. 54"X88" RCP (CL III) (SPL) @ 0.10% (BY OTHERS)
180
175
170
165
160
155
150
145
174.39 172.72
173.99 172.41
173.58 172.41
173.18 172.23
172.78 172.16
172.37 172.70
394+00
395+00
396+00
397+00
398+00
399+00
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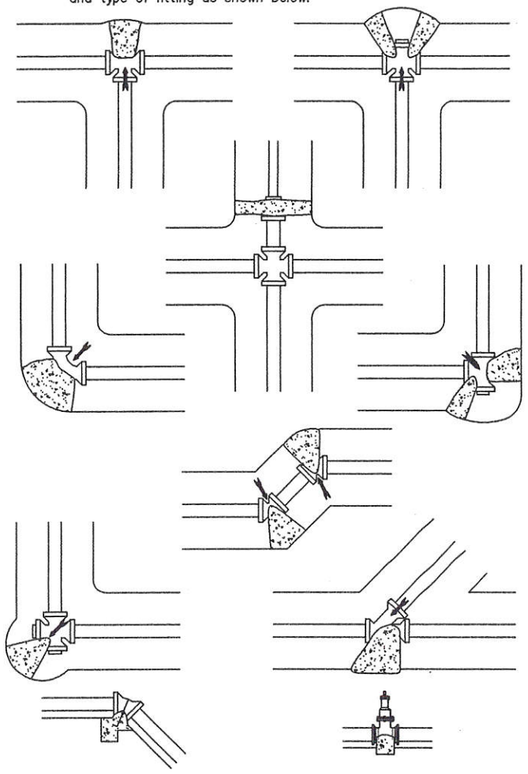
Texas Department of Transportation
SHARYLAND WATER SUPPLY CORPORATION
SIGLER, WINSTON, GREENWOOD AND ASSOCIATES CONSULTING ENGINEERS
WESLACO, TEXAS
SWG ENGINEERING, LLC
TEXAS FIRM REGISTRATION NO. F-592
STATE OF TEXAS
ALFONSO A. GONZALEZ
93805
LICENSED
PROFESSIONAL ENGINEER
7/25/13
F.M. 681/FM 2221 (7 MILE LINE)
12" & 8" WATERLINE RELOCATION
COMPENSABLE SEGMENTS
SCALE: 1"=60'
JULY–2013
FED.RD. DIV.NO.
SHEET NO. 6 of 8
STATE
DIST.
COUNTY
TEXAS
HIDALGO
CONT.
SECT.
JOB
HIGHWAY NO.
F.M. 681/FM 2221 (7 MILE LINE)

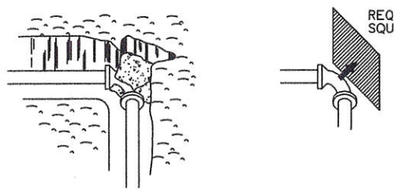
LOCATION OF THRUST BLOCKS

The location of thrust blocks depends on the direction of thrust and type of fitting as shown below.



At vertical bends, anchor to resist outward thrust.

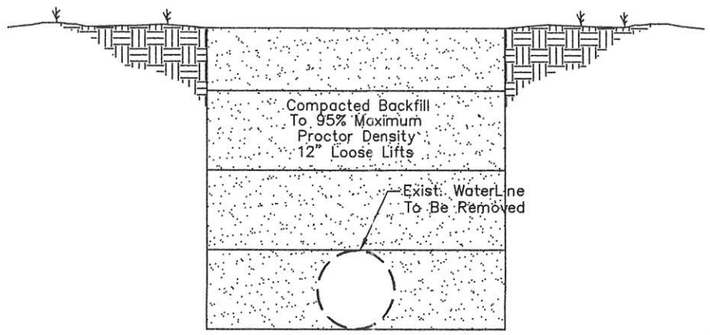
If thrusts due to high pressure are expected, anchor valves as above.



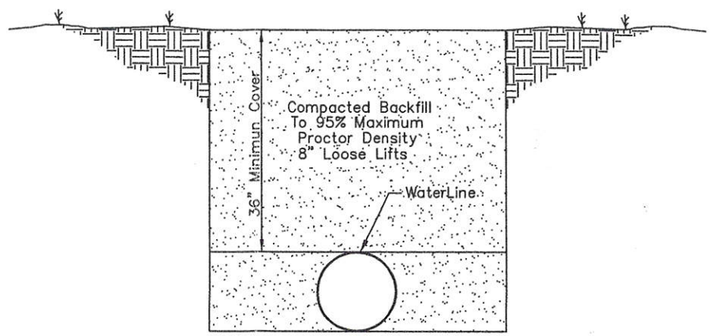
CONCRETE THRUST BLOCKS

THRUST–BLOCK DATA				
Pipe Size	Tee Min. Req'd Area S.F.	90° Bend Min. Req'd. Area S.F.	45° Bend Min. Req'd. Area S.F.	22–1/2° Bend Min. Req'd. Area S.F.
6"	3	4	2	1
8"	5	7	4	2
10"	8	12	6	3
12"	12	16	9	5
14"	16	22	12	6
16"	20	29	16	8

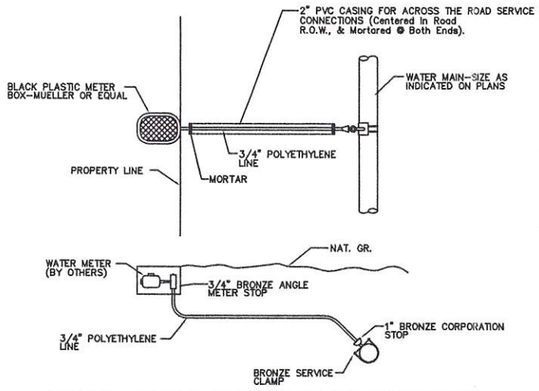
Thrust based on 150 psi water pressure. Area based on 2,000 psf soil bearing.



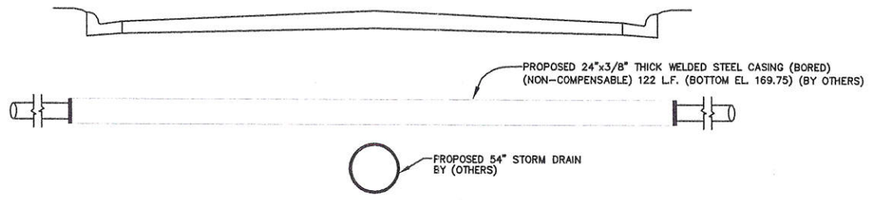
TRENCH BACKFILL DETAIL
(PIPE REMOVAL)



TRENCH BEDDING DETAIL



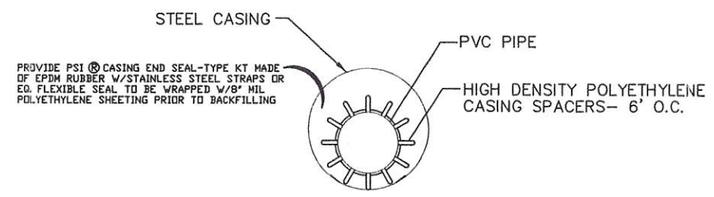
TYPICAL–SINGLE SERVICE WATER CONNECTION

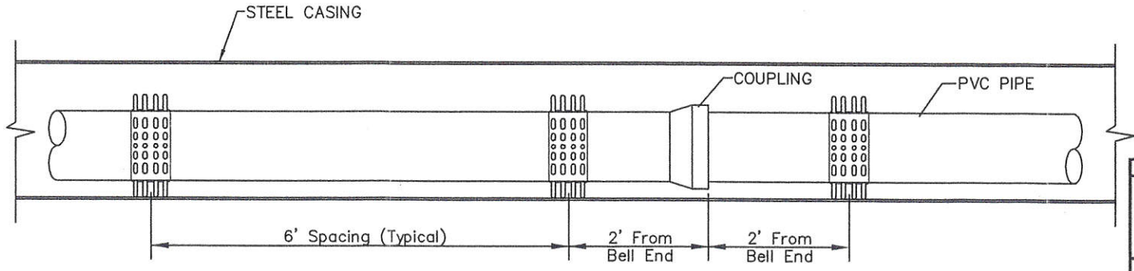


SECTION A-A

(SEE SHEET NO. 6)

PIPE SIZE	CASING SIZE
6"	12"
8"	16"
12"	20"
16"	24"





TYPICAL SKID DETAIL

STATE OF TEXAS
ALFONSO A. GONZALEZ
93805
LICENSED
PROFESSIONAL ENGINEER
7/25/13

NO.	DATE	DESCRIPTION	BY

MISSION, HIDALGO COUNTY, TEXAS

WATER DETAIL SHEET

SIGLER, WINSTON, GREENWOOD AND ASSOCIATES
SWG ENGINEERING, LLC
TEXAS FIRM REGISTRATION No.: F-592
WESLACO, TEXAS

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DRAWN	CHECKED	DRAWING NO.
AF.	A.A.G.	12–114–7
DATE: JULY–2013	NO. 7 OF 8	

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| LEVELS DISPLAYED | | |

Attachment A

Estimated Costs

SWG Engineering, LLC
611 Bill Summers International Blvd, Weslaco, TX 78596

SUMMARY OF PROJECT COST

Entity: Sharyland Water Supply Corporation
Date: 07/25/13
Descr: 4", 8", & 12" Waterline Adjustment and Relocation along FM 681 / FM 2221 CSJ Projects 0862-01-046 and 0669-01-052
Eng.: Sigler, Winston, Greenwood & Associates
Alfonso Gonzalez, P.E.
SWG File 12 - 114

Item No.	Description	Quantity	Unit		Unit Cost	Total Cost
	Administrative & Professional Fees					
1	Administrative	1	LS		$31,052.18	$31,052.18
2	Legal Services	1	LS		$950.00	$950.00
3	Engineering Services for Preparation of Plans of Adjustment & Estimate	1	LS		$8,278.82	$8,278.82
4	Construction Staking Services	1	LS		$2,069.71	$2,069.71
5	Construction Material Testing	1	LS		$3,514.00	$3,514.00
	Estimated Construction Cost - Waterline Adjustments & Relocation					
	4" Water Line Adjustment CSJ No. 0862-01-046					$2,018.69
	12" & 8" Water Line Relocation CSJ No. 0669-01-052					$101,466.62
	Total Estimated Construction Cost					**$103,485.31**
	Total Construction Cost Estimate					**$149,350.01**

SWG Engineering, LLC
611 Bill Summers International Blvd, Weslaco, TX 78596

Engineer's Construction Cost Estimate

Entity: Sharyland Water Supply Corporation
Date: 07/25/13
Descr: 4" Waterline Adjustment at NW Int. of FM 2221 and La Homa Rd (SH 364) STA 7+20.13 - CSJ No 0862-01-046
Eng.: Sigler, Winston, Greenwood & Associates
Alfonso Gonzalez, P.E.
SWG File 12 - 114

Item No.	Description	Quantity	Unit	*Labor	Material	Total Cost
1	4" PVC AWWA C900 DR 25 Pipe	49	LF	$4.00	$1.79	$283.71
2	4" X 45° AWWA C153 MJ X MJ Bend	4	EA	$200.00	$88.40	$1,153.60
3	4" AWWA C219 Repair Coupling	2	EA	$200.00	$90.69	$581.38
	Total Estimated Construction Cost					**$2,018.69**

Engineer's Construction Cost Estimate

Entity: Sharyland Water Supply Corporation
Date: 07/25/13
Descr: 12" & 8" Waterline Relocation along N. side of FM 681 from STA 384+92.33 to STA 398+63 - CSJ No 0669-01-052
Eng.: Sigler, Winston, Greenwood & Associates
Alfonso Gonzalez, P.E.
SWG File 12 - 114

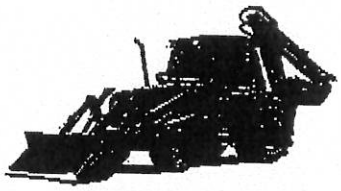
Item No.	Description	Quantity	Unit	*Labor	Material	Total Cost
1	12" PVC C900 DR 25 Pipe	1108	LF	$6.00	$11.37	$19,245.96
2	12" AWWA C502 Resilient Seat Gate Valve and Box	3	EA	$350.00	$1,745.10	$6,285.30
3	12" AWWA C219 Repair Coupling	2	EA	$400.00	$323.06	$1,446.12
4	16" X 12" AWWA C153 Reducer	3	EA	$400.00	$471.14	$2,613.42
5	24" I.D. X 3/8" thick Steel Casing Bored					
	Including 16" PVC Pipe and Supports	122	LF	$99.45	$80.14	$21,909.98
6	16" PVC C905 DR 25 Pipe	598	LF	$9.00	$21.25	$18,089.50
7	16" X 45° AWWA C153 MJ X MJ Bend	6	EA	$400.00	$661.52	$6,369.12
8	12" X 45° AWWA C153 MJ X MJ Bend	2	EA	$300.00	$415.82	$1,431.64
9	16" X 8" AWWA C153 MJ X MJ Tee	1	EA	$400.00	$801.17	$1,201.17
10	8" AWWA C502 Resilient Seat Gate Valve and Box	2	EA	$250.00	$856.72	$2,213.44
11	8" AWWA C219 Repair Coupling	2	EA	$200.00	$187.26	$774.52
12	8" X 45° AWWA C153 MJ X MJ Bend	2	EA	$200.00	$170.12	$740.24
13	12" X 8" AWWA C153 MJ X MJ Reducer	1	EA	$400.00	$228.58	$628.58
14	16" X 16" AWWA C153 MJ X MJ Tee	1	EA	$400.00	$1,130.05	$1,530.05
15	Removal of Existing 8" PVC	635	LF	$7.50	$0.00	$4,762.50
16	Removal of Existing 12" PVC	988	LF	$9.50	$0.00	$9,386.00
17	Service Connection	4	EA	$150.00	$125.05	$1,100.20
18	Service Connection Across the Road (Bored)	1	EA	$200.00	$139.45	$339.45
19	Cleaning and Disposal of the Spoil Material from the Boring Operation	40	CY	$35.00	$0.00	$1,399.43
20	Traffic Control Management	1	LS	$2,500.00	$0.00	$2,500.00
	Total Estimated Construction Cost					**$101,466.62**

Note: * Includes equipment cost.

3F Utility Construction Inc.
5114 N. Inspiration Rd.
Mission, TX 78573
956-585-3477
Fax 956-585-2928

Proposal

Name Sharyland Water Supply Corporation
Address Mile 5 & Shary Road
City Mission **State** Texas
Phone 585-6081
Date 5/02/2013 Revised
Job Name **Tx Dot Relocate Water Mains** **Job Location** **FM 2221 from Conway West to La Homa**



Qty	Description	Unit Price	Total
	All Materials by SWSC		
	Labor & Equipment Prices		
462	16" PVC C-900 Dr-25 Pipe, installed	$9.00	$4,158.00
1330	12" PVC C-900 Dr-25 Pipe, installed	$6.00	$7,980.00
270	4" PVC C-900 Dr-25 Pipe, installed	$4.00	$1,080.00
122	24"x122 Steel Casing Store Bore	$95.00	$11,590.00
1	Welding Response to Weld 24" steel Casing (1/2 Day)	$180.00	$180.00
2	16" MJ Gate Valve, W/box, installed	$450.00	$900.00
3	12" MJ Gate Valve, W/box, installed	$350.00	$1,050.00
2	8" MJ Gate Valve, W/box, installed	$250.00	$500.00
1	4" MJ Gate Valve, W/box, installed	$250.00	$250.00
1	16" MJ Cast Iron Tee, installed	$400.00	$400.00
1	16"x8" MJ Cast Iron Tee, installed	$400.00	$400.00
8	16" MJ Cast Iron 45 Bends, installed	$400.00	$3,200.00
2	8" MJ Cast Iron 45 Bends, installed	$200.00	$400.00
2	8" MJ Cast Iron 45 Bends, installed	$200.00	$400.00
3	16"x8" MJ Cast Iron Reducers, installed	$400.00	$1,200.00
1	12"x8" MJ Cast Iron Reducers, installed	$400.00	$400.00
2	12" MJ Cast Bolted Coupling, installed	$400.00	$800.00
2	8" MJ Cast Iron Bolted Coupling, installed	$200.00	$400.00
5	1" Single Service Connections, lineside installed	$150.00	$750.00
1	1" Single Service Connections, Across installed	$200.00	$200.00
1	Traffic Control Management	$2,500.00	$2,500.00
6	4", 8" and 12" Wet Tie-Ins (2 per/3 Sites)	$300.00	$1,800.00
		Subtotal	$40,538.00
		Tax	
		Total	$40,538.00

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

#40,538.00

Payments to be made as follows: WEEKLY DRAWS

Acceptance of proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized signature
Quote valid for 30 days

Signature _____

SF Utility Construction Inc.
5114 N. Inspiration Rd.
Mission, TX 78573
956-585-3477
Fax 956-585-2928

Proposal

Name Sharyland Water Supply Corporation
Address Mile 5 & Shary Road
City Mission **State** Texas
Phone 585-8081
Date 7/11/2013
Job Name 12" Replacement Project **Job Location** FM 2221 from Inspiration to Moorefield

Qty	Description	Unit Price	Total
	In strict accordance with SWSC Specifications,		
	Plans, and the Project Engineer.		
	Additional Improvements		
	Exist 12" PVC Pipe, removed from ROW (Per Linear Ft)	$6.00	
	12" Pipe, loaded and Hauled to SWSC Plant (Per/LF)	$1.00	
	Exist 8" PVC Pipe, removed from ROW (Per Linear Ft)	$4.00	
	8" Pipe, loaded and Hauled to SWSC Plant (Per/LF)	$1.00	
	Water Jetting (Empty Trench) (Includes Water)(Per/LF)	$1.50	
	Mechanical Compaction (Per Linear Ft)	$2.50	
	Note: Mechanical Compaction Includes compaction		
	testing by a Lab Crew. (1 Test every 300-400 Ft)		
	2nd Note: Quantities are unknow at this time,		
	However a Unit Prices is available to figure total		
	Cost.		
		Subtotal	
		Tax	
		Total	$0.00

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Dollars $ _____

Payments to be made as follows: WEEKLY DRAWS

Acceptance of proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized signature
Quote valid for 30 days

Signature _____

3F Utility Construction Inc.
5114 N. Inspiration Rd.
Mission, TX 78573
956-585-3477
Fax 956-585-2928

Proposal

Name C/O: Alfonso Gonzales W/Sigler, Wiston, & Ass
Address 611 Bill Summers International Blvd.
City Weslaco **State** Texas 78596
Phone 956-968-2195
Date 7/28/2013
Job Name FM 2221 Water Main Relocate **Job Location** FM 2221 & West of Inspiration

Qty	Description	Unit Price	Total
	All Materials by SWSC		
122	20"x3/8"x122' Steel Casing W/12" C-900 Pipe	$59.41	$7,248.02
8	12" MJ Cast Iron 45 Bends	$1,745.10	$13,960.80
1	12" MJ Cast Iron Gate Valve, W/box	$1,745.10	$1,745.10
122	16"x3/8" Steel Casing, W/8" C-900 Pipe & Spacers	$44.64	$5,446.08
4	8" MJ Cast Iron 45 Bends	$170.12	$680.48
1	8" MJ Cast Iron Gate Valve, W/box	$856.72	$856.72
2	8" MJ Cast Iron Repair Bolted Type Coupling	$187.26	$374.52
	Labor & Equipment		
122	22"x122' Steel Casing Bore	$99.45	$12,132.90
8	12" MJ Cast Iron 45 Bends, installed	$200.00	$1,600.00
1	12" MJ Cast Iron Gate Valve, W/box, installed	$350.00	$350.00
122	18"x122 Steel Casing Bore, W/8" C-900 Pipe	$99.45	$12,132.90
4	8" MJ Cast Iron 45 Bends, installed	$200.00	$800.00
1	8" MJ Cast Iron Gate Valve, W/box, installed	$250.00	$250.00
2	8" MJ Cast Iron Bolted Coupling, installed	$200.00	$400.00
20	Dewatering (Note: Will inovice actual days used)	$1,250.00	$25,000.00
1	Excavation Protection (Trench Box or Vertical Brace)	$10,000.00	$10,000.00
50	Bore Soil displacement and disposal Material	$35.00	$1,750.00
1	Traffic Control and Management	$2,500.00	$2,500.00
		Subtotal	$97,227.52
	Tax		
		Total	$97,227.52

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

$97,227.52

Payments to be made as follows: WEEKLY DRAWS

Acceptance of proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized signature
Quote valid for 30 days

Signature _____

Run Date 2/22/13 HD SUPPLY WATERWORKS, LTD.

HDSWW - MCALLEN TX
PO Box 2227
McAllen TX 78502
Telephone: 956-631-3341
Fax: 956-687-5918

6/25/12 Bid ID: 3148339 SHARYLAND WSC-WATERLINE RELOCATION Page 1

Line	Quantity	Sell Per	Description	Net Price	Extended Price

HD SUPPLY WATERWORKS
100 N. 1ST STREET
P.O. BOX 2227
MCALLEN, TX 78502
PHONE: 956-631-3341
FAX: 956-687-5918

PROJECT: SHARYLAND WSC WTRLN.
BID DATE: JUNE 25, 2012
LOCATION: SHARYLAND,TEXAS
ENGINEER: SIGLER,WINSTON &
GREENWOOD & ASSOCIATES
**** SPECIAL PROJECT NOTE ****
IT IS EXPRESSLY UNDERSTOOD
THAT ALL QUOTES ARE MADE SUB-
JECT TO HD SUPPLY WATERWORKS
TIMELY RECEIVING MATERIALS
FROM MANUFACTURERS/SUPPLIERS.
HD SUPPLY WATERWORKS IS NOT
RESPONSIBLE FOR ANY DAMAGES,
WHETHER REASONABLY FORESEEABLE
OR NOT, THAT A CUSTOMER INCURS
AS A RESULT OF ANY DELAY
CAUSED BY A MANUFACTURER THAT
SUPPLIES MATERIALS TO HD
SUPPLY WATERWORKS.

1. PVC PIPE PRICES HEREIN, DUE
TO MARKET VOLITILITY AND LACK
OF AVAILABILITY, ARE NOT
GUARANTEED. PRICING ALSO DOES
NOT GUARANTEE AVAILIBILITY.
PVC PIPE PRICING WILL BE IN
EFFECT AT TIME OF SHIPMENT,
SUBJECT TO AVAILABILITY,
AND TO MANUFACTURER'S TERMS &
CONDITIONS. HD SUPPLY RESERVES
THE RIGHT TO REQUOTE PVC PIPE.

2. CUSTOMER TO VERIFY TYPE AND
SIZE OF EXISTING LINE WHERE
TAPPING SLEEVES ARE INDICATED

HD SUPPLY WATERWORKS, LTD.

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Line	Quantity	Sell Per	Description	Net Price	Extended Price
			IN PROJECT PLANS. 3. CUSTOMER TO VERIFY ELEVATIONS WHERE FIBERGLASS MANHOLES ARE INDICATED IN PROJECT PLANS. 4. ALL BIDS ARE SUBJECT TO HD SUPPLY WATERWORKS TERMS AND CONDITIONS.RETURNED MATERIAL IS SUBJECT TO A 25% RESTOCKING CHARGE. 5.THIS TAKE-OFF REPRESENTS OUR INTERPRETATION OF THE PLANS & SPECIFICATIONS AND IS OFFERED AS AN AID TO BIDDING ONLY. MATERIAL QUANITIES ARE NOT GUARANTEED TO BE EXACTLY WHAT MIGHT BE NEEDED TO COMPLETE THIS JOB. 6. HD SUPPLY WATERWORKS QUOTE IS PRODUCED TO THE BEST OF OUR KNOWLEDGE BASED ON THE PRE-BID DOCUMENTS SUPPLIED BY EITHER THE CONTRACTOR OR REPORTING AGENCY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY AND NOTIFY HD SUPPLY WATERWORKS PRIOR TO BID DATE WHETHER PRODUCTS MUST BE DOMESTIC ONLY AND/OR PER THE ARRA STIMULUS FUND. THIS QUOTE REPRESENTS A POSSIBLE BLEND OF IMPORT & DOMESTIC MATERIALS. **********		
			Bid Item 1		
790	480	FT	12 C900 DR25 PVC PIPE (G) MARKINGS PC100 OR PC165	11.37	5,457.60
			Bid Item Sub-total:		5,457.60

Run Date 2/22/13

HD SUPPLY WATERWORKS, LTD.

HDSWW - MCALLEN TX
PO Box 2227
McAllen TX 78502
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Fax: 956-687-5918

LINEAR PROJECTION FOR 8" PVC C900 DR 25

$12" - 8" = 11.37 - X$
$12" - 4" = 11.37 - 1.79$
$X = \$6.58/LF$

Line	Quantity	Sell Per	Description	Net Price	Extended Price
			Bid Item 2		
810	1340	FT	12 C900 DR25 PVC PIPE (G) MARKINGS PC100 OR PC165	11.37	15,235.80
			Bid Item Sub-total:		**15,235.80**
			Bid Item 3		
830	280	FT	4 C900 DR25 PVC PIPE (G) MARKINGS PC100 OR PC165	1.79	501.20
			Bid Item Sub-total:		**501.20**
			Bid Item 4		
850	122	FT	24X.375 WALL STEEL CASING SCHEDULE 20	46.59	5,683.98
860	140	FT	16 C905 DR25 PVC PIPE (G) MARKINGS PC100 OR PC165	21.25	2,975.00
870	80	EA	MEDI 65 CASING SPACER SEGMENT HEIGHT: 2.56", WIDTH 6.87"	18.75	1,500.00
			Bid Item Sub-total:		**10,158.98**
			Bid Item 5		
890	2	EA	16 A2360-23-9020 MJ RW GV OL	7,101.26	14,202.52
900	4	EA	16 MEGALUG W/ACC C905 2016PEC EBAA SEAL GSKT & 12 BOLTS/NUTS (3/4") INCLUDED	182.13	728.52
910	2	EA	461-S VALVE BOX COMPLETE	29.98	59.96
			Bid Item Sub-total:		**14,991.00**

Avg. Price $= \frac{6.58 + 8.28}{2} = \$7.43/LF$

20" Casing $\approx \$46.59 \left(\frac{20"}{24"}\right) \approx \$38.82$

16" Casing $\approx \$46.59 \left(\frac{16}{24}\right) \approx \$31.06$

LINEAR PROJECTION FOR 8" PVC C900 DR 25

$16" - 8" = 21.25 - X$
$16" - 4" = 21.25 - 1.79$
$X = 8.28/LF$

12" Spacer $\approx \$18.75 \left(\frac{12}{16}\right) \approx \$14.06 \times 80 = \$1,124.80 \times \left(\frac{1}{122}\right) \approx \$9.22/LF$

8" Spacer $\approx \$18.75 \left(\frac{8}{16}\right) \approx \$9.37 \times 80 = \$750 \times \left(\frac{1}{122}\right) \$6.15/LF$

HD SUPPLY WATERWORKS, LTD.

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Line	Quantity	Sell Per	Description	Net Price	Extended Price
			Bid Item 6		
930	3	EA	12 A2360-23 MJ RW GV OL L/ACC MUELLER GATE VALVE	1,531.54	4,594.62
940	3	EA	12 EBAA MEGALUG W/ACC 2012PEC EBAA SEAL GSKT & 8 BOLTS/NUTS (3/4") INCLUDED, F/C900	91.79	275.37
950	3	EA	461-S VALVE BOX COMPLETE	29.98	89.94
			Bid Item Sub-total:		**4,959.93**
			Bid Item 7		
970	2	EA	8 A2360-23 MJ RW GV OL L/ACC MUELLER GATE VALVE	776.27	1,552.54
980	2	EA	8 EBAA MEGALUG W/ACC 2008PEC EBAA SEAL GSKT & 6 BOLTS/NUTS (3/4") INCLUDED , F/C900	50.47	100.94
990	2	EA	461-S VALVE BOX COMPLETE	29.98	59.96
			Bid Item Sub-total:		**1,713.44**
			Bid Item 8		
1010	2	EA	4 A2360-23 MJ RW GV OL L/ACC MUELLER GATE VALVE	394.53	789.06
1020	2	EA	4 MEGALUG W/ACC F/C900 2004PEC EBAA SEAL GSKT & 4 BOLTS/NUTS (3/4") INCLUDED	29.62	59.24
1030	1	EA	461-S VALVE BOX COMPLETE	29.98	29.98
			Bid Item Sub-total:		**878.28**
			Bid Item 9		

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Line	Quantity	Sell Per	Description	Net Price	Extended Price
1050	1	EA	16X16 MJ TEE C/L CP DI C153	583.66	583.66
1060	3	EA	16 MEGALUG W/ACC C905 2016PEC EBAA SEAL GSKT & 12 BOLTS/NUTS (3/4") INCLUDED	182.13	546.39
			Bid Item Sub-total:		1,130.05
			Bid Item 10		
1080	1	EA	16X8 MJ TEE C/L CP DI C153	386.44	386.44
1090	2	EA	16 MEGALUG W/ACC C905 2016PEC EBAA SEAL GSKT & 12 BOLTS/NUTS (3/4") INCLUDED	182.13	364.26
.00	1	EA	8 EBAA MEGALUG W/ACC 2008PEC EBAA SEAL GSKT & 6 BOLTS/NUTS (3/4") INCLUDED , F/C900	50.47	50.47
			Bid Item Sub-total:		801.17
			Bid Item 11		
1120	8	EA	16 MJ 45 BEND C/L CP DI C153	297.26	2,378.08
1130	16	EA	16 MEGALUG W/ACC C905 2016PEC EBAA SEAL GSKT & 12 BOLTS/NUTS (3/4") INCLUDED	182.13	2,914.08
			Bid Item Sub-total:		5,292.16
			Bid Item 12		
1150	2	EA	8 MJ 45 BEND C/L CP DI C153	69.18	138.36
1160	4	EA	8 EBAA MEGALUG W/ACC 2008PEC EBAA SEAL GSKT & 6 BOLTS/NUTS (3/4") INCLUDED , F/C900	50.47	201.88
			Bid Item Sub-total:		340.24

2 EA 12 MJ 45° $X_1 = 183.22$
4 EA 12 MEGALUG $X_2 = 116.3$

$\frac{12-8}{16-8} = \frac{X_1 - 69.18}{297.26 - 69.18}$

$X_1 = 183.22$

$\frac{12-8}{16-8} = \frac{X_2 - 50.47}{182.13 - 50.47}$

$X_2 = 116.3$

Run Date 2/22/13 HD SUPPLY WATERWORKS, LTD.

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Fax: 956-687-5918

Line	Quantity	Sell Per	Description	Net Price	Extended Price
			Bid Item 13		
1180	2	EA	4 MJ 45 BEND C/L CP DI C153	29.16	58.32
1190	4	EA	4 MEGALUG W/ACC F/C900 2004PEC EBAA SEAL GSKT & 4 BOLTS/NUTS (3/4") INCLUDED	29.62	118.48
			Bid Item Sub-total:		**176.80**
			Bid Item 14		
1210	3	EA	16X12 MJ REDUCER CP DI C153	197.22	591.66
1220	3	EA	16 MEGALUG W/ACC C905 2016PEC EBAA SEAL GSKT & 12 BOLTS/NUTS (3/4") INCLUDED	182.13	546.39
1230	3	EA	12 EBAA MEGALUG W/ACC 2012PEC EBAA SEAL GSKT & 8 BOLTS/NUTS (3/4") INCLUDED, F/C900	91.79	275.37
			Bid Item Sub-total:		**1,413.42**
			Bid Item 15		
1250	1	EA	12X8 MJ REDUCER C/L CP DI C153	86.32	86.32
1260	1	EA	12 EBAA MEGALUG W/ACC 2012PEC EBAA SEAL GSKT & 8 BOLTS/NUTS (3/4") INCLUDED, F/C900	91.79	91.79
1270	1	EA	8 EBAA MEGALUG W/ACC 2008PEC EBAA SEAL GSKT & 6 BOLTS/NUTS (3/4") INCLUDED , F/C900	50.47	50.47
			Bid Item Sub-total:		**228.58**
			Bid Item 16		

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Line	Quantity	Sell Per	Description	Net Price	Extended Price
1290	2	EA	12 MJ L/P SLEEVE CP DI C153	139.48	278.96
1300	4	EA	12 EBAA MEGALUG W/ACC 2012PEC EBAA SEAL GSKT & 8 BOLTS/NUTS (3/4") INCLUDED, F/C900	91.79	367.16
			Bid Item Sub-total:		646.12
			Bid Item 17		
1320	2	EA	8 MJ L/P SLEEVE CP DI C153	86.32	172.64
1330	4	EA	8 EBAA MEGALUG W/ACC 2008PEC EBAA SEAL GSKT & 6 BOLTS/NUTS (3/4") INCLUDED , F/C900	50.47	201.88
			Bid Item Sub-total:		374.52
			Bid Item 18		
1350	2	EA	4 MJ L/P SLEEVE CP DI C153 T/C	31.45	62.90
1360	4	EA	4 MEGALUG W/ACC F/C900 2004PEC EBAA SEAL GSKT & 4 BOLTS/NUTS (3/4") INCLUDED	29.62	118.48
			Bid Item Sub-total:		181.38
			Bid Item 19		
			SINGLE WATER SERVICES		
1380	5	EA	S91-803 8X3/4 IP BRS SAD F/PVC OD 9.05	55.03	275.15
1390	200	FT	3/4X100' CTS PE TUBING 200 PSI	.24	48.00
1400	5	EA	F1100-4 1 CORP MIPXPJ(CTS)	33.84	169.20
1410	5	EA	KV43-332W 5/8X3/4 ANG VLV PJLW	26.58	132.90
			Bid Item Sub-total:		625.25

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PO Box 2227
McAllen TX 78502
Telephone: 956-631-3341
Fax: 956-687-5918

Line	Quantity	Sell Per	Description	Net Price	Extended Price
			Bid Item 20		
1430	1	EA	S91-803 8X3/4 IP BRS SAD F/PVC OD 9.05	55.03	55.03
1440	1	EA	F1100-4 1 CORP MIPXPJ(CTS)	33.84	33.84
1450	100	FT	3/4X100' CTS PE TUBING 200 PSI	.24	24.00
1460	1	EA	KV43-332W 5/8X3/4 ANG VLV PJLW	26.58	26.58
			Bid Item Sub-total:		139.45

Subtotal:	65,245.37
Tax:	.00
Bid Total:	65,245.37

TERMS AND CONDITIONS OF SALE ("Terms")

1. All references in this document to "Seller" shall include HD Supply, Inc. and / or any parent, subsidiary or affiliate of HD Supply, Inc. (including any division of the foregoing) whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a "Party" and collectively as "Parties".

2. All sales to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Seller's authorized representative. No modification or alteration of these Terms shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.

3. Prices on Seller website, catalogs or in Seller quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within 10 calendar days from the date of issue, unless otherwise noted by Seller in writing. Price extensions if made are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other terms provided to Buyer shall be kept confidential except to the extent a Party is required by law to disclose the same.

4. Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event: (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event; and (c) Buyer shall not be entitled to any other remedy.

5. Seller is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.

6. Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' and accountants' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms.

7. When goods are delivered to Buyer in Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site. In all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point, which for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. All claims for shortage of goods or for loss or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 10 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.

8. Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.

9. Unless otherwise agreed in writing, payment terms are net 30 days from delivery, payable in United States of America ("U.S.") dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby.

10. Buyer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from Seller under these Terms except in accordance with applicable export laws and regulations of the U.S. Further, a Buyer that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.

11. Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual attorneys' and paralegals' fees, and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings. Any cause of action that Seller has against Buyer may be assigned without Buyer's consent to HD Supply, Inc. or to any affiliate, parent or subsidiary of HD Supply, Inc.

12. This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of Georgia without regard to conflicts of laws rules, and specifically excluding the UN Convention on Contracts for the International Sale of Goods. The Parties agree that any legal action arising under or related to this Agreement shall be brought in Cobb County, Georgia, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.

13. If Buyer fails to comply with these Terms, Seller may terminate or restrict any order immediately upon notice to Buyer. Buyer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within 5 days of such changes. Buyer and Seller are the only intended beneficiaries of this document, and there are no third party beneficiaries.

14. The invalidity or unenforceability of all or part of these Terms will not affect the validity or enforceability of the other terms. The parties agree to replace any void or unenforceable term with a new term that achieves substantially the same practical and economic effect and is valid and enforceable.

15. The following provisions shall survive termination, cancellation and completed performance of this Agreement as long as necessary to allow the aggrieved party to fully enforce such clauses: 5, 6, 9, 10, 11 and 12.

C

Statement Covering Contract Work

Texas Department of Transportation
Form ROW-U-48
(Rev. 06/12)
Page 1 of 1

STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK
(AS APPEARING IN ESTIMATE)

U-Number: U13697

ROW CSJ Number: 0669-01-052, 0862-01-046 District: Pharr

County: Hidalgo Highway No.: FM681 FM2221

Federal Project No.: STP 1102(024) MM, STP 1102 (26) MM

I, Sherilyn Dahlberg, a duly authorized and qualified representative of Sharyland Water Supply Corporation, hereinafter referred to as **Owner**, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as appears in the estimate to which this statement is attached.

It is more economical and/or expedient for **Owner** to contract this adjustment, or **Owner** is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicate on the estimate.

Procedure to be Used in Contracting Work

☐ A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.

☐ B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Such presently known contractors are listed below:

1.
2.
3.
4.
5.

☒ C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. (If only part of the contract work is to be done under an existing contract, give detailed information by attachment hereto.)

☐ D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the estimate in order to obtain the concurrence of the State, and the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).

☐ E. The utility plans and specifications, with the consent of the State, will be included in the construction contract awarded by the State.

Signature

Title: General Manager

Date: 7-8-2013

U48

Attachment B

Price List from Pre-Qualified Retained Contractor

3F UTILITY CONSTRUCTION, INC.

5114 NORTH INSPIRATION ROAD
MISSION, TEXAS 78572-9654
(956) 585-3477 FAX (956) 585-2928

June 27, 2012

Attention: Sherilyn Dahlberg
Sharyland Water Supply Corporation

Reference: New Price List; Effective July 2, 2012

In accordance with the specifications of the Sharyland Water Supply Corporation, and the existing Service Agreement, the following are the New Prices. This prices reflect our scope of work services that we are currently providing.

I. Meter Installations and bores for Meter ONLY

	New Price
1. Meters (3/4" or 1") Linseside or Crossover	$ 100.00
2. Dirt Road Crossing	$ 200.00
3. Meter Removals	$ 130.00
4. County Bores for Meters; 2"x40'x$12.50	$ 500.00
5. State Bores for Meters; 2"x50'x$12.00	$ 600.00
6. Meter Relocations Adjustment (to New ROW or Fence Modifications)	$ 200.00
7. ¾' Or 1" Backflow Preventers	$ 150.00
8. 2" or 4" Backflow Preventers	$ 220.00

II. Breaks and Crew Response

1. Crew Response, less then 1 Hour	$ 180.00
2. Crew Response, over 1 Hour	$ 240.00
3. Crew Hour Rate, after Min 3 Hrs response	$ 75.00
4. Farm Tractor Response, (Min 3Hrs/ $45.00 per hour)	$ 200.00

III. Subdivision Water Improvements

1. 2" Flush Valve, installed	$ 180.00
2. 1" Svc Connections Dual/Single/Lineside	$ 150.00
3. 1" Svc Connections Dual/Single/Across & Water Jetting	$ 200.00
4. PVC Casing for Mains on New Lines	
4",6",8", & 10"xLength (40'x$12.00)	$ 450.00
5. 12",15", & 20"x Length (50'x$15.00)	$ 750.00
6. PVC Casing on Exist Water Mains	
4",6",8",12", & 15"x Length (40x$16.00)	$ 640.00
7. Cast Iron Fittings	
4", 6", & 8" Cast Iron Fittings, installed & Trust Blocking	$ 200.00
10", 12" & 16" Cast Iron Fittings, installed & Trust Blocking	$ 400.00
8. Pipe Installation (Cl #160 or C-900)	
Trench and Labor 2",4",6" & 8"	$ 4.00
Trench and Labor 10", & 12"	$ 6.00
Trench and Labor 16"	$ 9.00
9. Steel Casing 12",18" & 20"	$ 20.00
10. Fire Hydrants (1ea-5ea)	$ 500.00
Fire Hydrants (5ea or more)	$ 450.00
11. Welding Truck (Min 3 Hrs) ($45.00 per after Response)	$ 180.00

Cont'd Pricing Page #2.

3F UTILITY CONSTRUCTION, INC.

5114 NORTH INSPIRATION ROAD
MISSION, TEXAS 78572-9654
(956) 585-3477 FAX (956) 585-2928

New Price

12. 2",4" & 6" MJ Cast Iron Gate Valves, W/Box, installed	$ 250.00
13. 8",10", & 12" MJ Cast Iron Gate Valves, W/Box, installed	$ 350.00
14. 16" MJ Cast Iron Gate Valve, W/box, installed	$ 450.00
15. Wet Tie-Ins	
2", 4", 6", & 8" Wet Tie-ins	$ 300.00
10" and 12" Wet Tie-Ins	$ 400.00
16" Wet Tie-In	$ 500.00
Machine Taps $50.00 per Inch	
4"--$200.00, 6"--$300.00, & 8"--$400.00	
16. Bores for Mains less then 80 Ft. (Using Steel or PVC Casing)	
4" Bore x Length	$ 26.00
6" Bore x Length	$ 28.00
8" Bore x Length	$ 30.00
12" Bore x Length	$ 34.00
14" Bore x Length	$ 36.00
16"& 18"x Length	$ 40.00
24"x Length	$ 46.00
Note: Welding Charges by Danny Conde; Extra	
17. Big Bore Longer than 80' to 100' (Bid by Others)	
1 Crew W/Backhoe; assistance on Big Bore by Day	$ 750.00
1 Excavator W/Operator (per Day)	$ 500.00
Hauling Charges by Fresno Construction	$ 400.00
18. Miscellaneous Work Improvements	
MJ CI Tapping Sleeves; 6", 8", & 10"	$ 400.00
MJ CI Tapping Sleeves; 12" & 16"	$ 450.00
19. Meter Installations (Various Large Meter Installations)	
2" Meter Installation	$ 350.00
4" Meter Installation	$ 450.00
6" Meter Installation	$ 475.00
20. Caliche Trench Condition (Added to Unit Price)	$ 8.00

3F Utility Construction Inc, will honor all quotes submitted by Sharyland Water Supply Corporation, until New Price List has been approved and accepted. New Price list effective upon approval.

Any other Water Improvements not listed or Projects that require prices, please call our office for review of that Project and submital of Prices for that Project not listed.

Submitted by: _____ Date: 6/27/2012

Reviewed by: _____ Date: 6/28/2012

Approved by: _____ Date: 6-28-2012

D

Schedule

Utility Schedule of Work

Start Date: September 3rd, 2013

Duration: 4 Months (120 calendar days)

Estimated Completion Date: January 10th, 2013

By: _____

Date: 8-1-2013

E

Proof of Property Interest

Attachment C

Copy of Recorded Instruments

13309

VOL 1670 PAGE 967

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That James T. Killelea and wife, Leah B. Killelea hereinafter called Grantors, in consideration of One Dollar and other good and valuable consideration paid by SHARYLAND WATER SUPPLY CORPORATION, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey to Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, replace and remove, maintain, reconstruct and service a water line, water valves, hydrants, and other appurtenances to a water works system, including distributing lines and meters, over and across a tract of land owned by Grantors in Hidalgo County, Texas, described in deed recorded in Volume 1218 page 663, Deed Records, Hidalgo County, Texas, said tract and easement being more particularly described as follows:

an easement 15 feet wide west of and adjacent to the west right of way line of Lahoma Drive over and across the following described tract out of Block 1, La Homa Ranch Citrus Groves Subdivision, Unit No. 2, Hidalgo County, Texas, to-wit:

Lot 79

together with the right of ingress and egress over Grantor's adjacent lands for the purposes for which this easement is granted. In the event any water or drainage district right of way or any easement or obstruction is so located that in the judgment of Grantee, it is impracticable to locate said facilities within the right of way above designated, then Grantee is hereby authorized to designate the route of said right of way across Grantors' land not to exceed 15 feet in width, as near as practicable to the above designated right of way.

The consideration recited herein shall constitute full payment for all damages sustained by Grantors by reason of the installation of the facilities referred to herein, and Grantee will maintain such easement in a state of good repair and efficiency so no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands.

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 purposes for which financial assistance was extended or for so long as Grantee owns it, whichever is longer.

IN WITNESS WHEREOF Grantors have executed this instrument this 2nd day of April, 1980.

LEAH B. KILLELEA

JAMES T. KILLELEA

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

Before me, the undersigned authority, on this day personally appeared Leah B. Killelea known to me to be the person(s) whose name(s) (is) (are) subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4 day of April, 1980.

Francis L. Killelea

Notary Public in and for Illinois County, Illinois

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

Before me, the undersigned authority, on this day personally appeared JAMES T. KILLELEA known to me to be the person whose name(s) (is) subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of APRIL, 19XX80.

Notary Public in and for Hidalgo County, Texas JOHN R. BARRICK

Notary Public, in and for Hidalgo County, Texas
My Commission Expires 8-3-82

13309

FILED FOR RECORD THIS DATE
At 9:38 o'clock A M.

APR 2 6 1991

SANTOS SALDAÑA
County Clerk, Hidalgo County, Texas
By _____ Deputy

Return To:

JAMES W. JOHNSON
ATTORNEY AT LAW
P. O. BOX 2080
McALLEN, TEXAS 78501

VOL 1968 PAGE 104

63304

Mile 7 North
Parcel No. 24

UNITED STATES DEPARTMENT OF AGRICULTURE
Farmers Home Administration

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that VERNON CALHOUN, P.O. Box 709, Palestine, Texas 78501 (hereinafter called "Grantors"), for good and valuable consideration paid by SHARYLAND WATER SUPPLY CORPORATION, P.O. Box 868, Mission, Texas 78572 (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement (the "Easement") with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, enlarge and remove water lines, valves, hydrants, meters, and other appurtenances to a water distribution system, together with the right of ingress and egress over Grantors' adjacent real property for the purposes for which this Easement is being granted. The Easement shall run over and across the real property (the "Property") described below:

> A tract of land owned by Grantors in Hidalgo County, Texas, described in deed recorded in Volume 1809, Page 478, Deed Records, Hidalgo County, Texas, said easement being a tract fifteen feet wide north of and adjacent to the north right-of-way line of Mile 7 North Road over and across the east one half of Lot 78 and all of Lot 79 of Block 3 of La Homa Ranch Citrus Groves Unit No. 2

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the water lines and appurtenances referred to herein. Grantee shall maintain the Easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the Property and that the Property is free and clear of all encumbrances and liens except those in favor of GLENN H. FANKHAUSER, c/o Texas State Bank, P.O. Box 4797, McAllen, Texas 78501.

GLENN H. FANKHAUSER, the holder of a lien upon the Property, has executed this Agreement to evidence its agreement that, notwithstanding any foreclosure under any document evidencing its lien to secure the payment of indebtedness owing to it, or any conveyance or reconveyance in lieu of such foreclosure and/or in cancellation of all or a portion of the indebtedness secured by such lien, there shall remain in full force and effect all of the provisions of this Agreement.

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 Grantors and Lienholder have executed this instrument this 20th day of December, 1983.

VERNON CALHOUN

GLENN H. FANKHAUSER

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF ANDERSON §

This instrument was acknowledged before me on the 6 TH day of MARCH, 19 84, by VERNON CALHOUN.

My Commission Expires:
3-31-85

Dixie Shugars
NOTARY PUBLIC, STATE OF TEXAS
Dixie Shugars

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Hidalgo §

This instrument was acknowledged before me on the 15 day of March, 19 84, by GLENN H. FANKHAUSER.

My Commission Expires:
14 Sept 1985

NOTARY PUBLIC STATE OF TEXAS

Howard W. Cole
NOTARY PUBLIC, STATE OF TEXAS

VOL 1968 PAGE 106

63304

FILED FOR RECORD

2004 APR 19 AM 10:03

J. EDGAR RUIZ
COUNTY CLERK
HIDALGO COUNTY, TEXAS

VOL 2077 PAGE 172

97731

Mile 7
Parcel No. 6

UNITED STATES DEPARTMENT OF AGRICULTURE
Farmers Home Administration

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that VIRGINIA BOEYE CHRISTIAN, 515 Houston Street, McAllen, Texas 78501 and RICHARD A. BOEYE, 9601 McAllister Freeway, Gill Plaza, Suite 550, San Antonio, Texas 78216 (hereinafter called "Grantors"), for good and valuable consideration paid by SHARYLAND WATER SUPPLY CORPORATION, P.O. Box 868, Mission, Texas 78572 (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors and assigns, a perpetual easement (the "Easement") with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, enlarge and remove water lines, valves, hydrants, meters, and other appurtenances to a water distribution system, together with the right of ingress and egress over Grantors' adjacent real property for the purposes for which this Easement is being granted. The Easement shall run over and across the real property (the "Property") described below:

> A 15 foot wide strip of property lying north of and adjacent to the north right-of-way line of Mile 7 North Road, over and across that property owned by Grantors out of Lot 81, Block 4, La Homa Ranch Citrus Groves Subdivision, Unit No. 2, Hidalgo County, Texas as described in deed recorded in Volume 772, Page 45-46, Deed Records, Hidalgo County, Texas.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the water lines and appurtenances referred to herein. Grantee shall maintain the Easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the Property and that the Property is free and clear of all encumbrances.

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 has executed this instrument this 19th day of November, 1984.

RICHARD A. BOEYE

IN WITNESS WHEREOF, the said Grantor has executed this instrument this 26th day of November, 1984.

Witnesses:

VIRGINIA BOEYE CHRISTIAN

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 19th day of November, 1984, by RICHARD A. BOEYE

My Commission Expires:

10-10-88

NOTARY PUBLIC, STATE OF TEXAS

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 26th day of November, 1984, by VIRGINIA BOEYE CHRISTIAN

My Commission Expires:

NOTARY PUBLIC, STATE OF TEXAS

REBECCA J. CADE, Notary Public
In and for the State of Texas
My Commission expires 2/4/87

VOL 2077 PAGE 174

97731

FILED FOR RECORD
'85 JAN 3 PM 1
J. EDGAR RUIZ
COUNTY CLERK
HIDALGO COUNTY, TEXAS

After recording return to:

Mr. Robert Geissler
Ewers & Toothaker
P. O. Box 3670
McAllen, TX 78502

RIGHT OF WAY EASEMENT

675923

KNOW ALL MEN BY THESE PRESENTS, THAT Holbrook Enterprises Ltd. (HEREINAFTER CALLED "GRANTOR"), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY SHARYLAND WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DO HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER TRANSMISSION AND DISTRIBUTION LINES, METERS AND APPURTENANCES OVER AND ACROSS A TRACT OF LAND OWNED BY GRANTOR IN HIDALGO COUNTY, TEXAS AS DESCRIBED IN VOLUME 1493, PAGE 915, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. SAID PROPERTY AND EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

An easement fifteen feet wide, South of and adjacent to the South Right-of-Way line of F. M. 681, over and across Lot 55, E.M. Goodwin Subdivision #3, Hidalgo County, Texas.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTORS BY REASON OF THE INSTALLATION OF THE STRUCTURES REFERRED TO HEREIN AND THE GRANTEE WILL MAINTAIN SUCH EASEMENT IN A STATE OF GOOD REPAIR AND EFFICIENCY SO THAT NO UNREASONABLE DAMAGES WILL RESULT FROM ITS USE TO GRANTORS' PREMISES. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTORS COVENANT THAT THEY ARE THE OWNERS OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS EXCEPT THE FOLLOWING:

EASEMENTS AND RESERVATIONS AS MAY APPEAR ON THE RECORDED PLAT AND DEDICATION OF SUBDIVISION.

IN WITNESS WHEREOF THE SAID GRANTORS HAVE EXECUTED THIS INSTRUMENT THIS 7th DAY OF May 19 98.

Don R. Holbrook 5290 1236
DON R. HOLBROOK SOC. SEC. #

ACKNOWLEDGMENT

STATE OF Texas COUNTY OF Hidalgo

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED Don R. Holbrook KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE (SHE) (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 7th DAY OF May, 1998.

Leticia Mexicano
NOTARY PUBLIC IN AND FOR THE
STATE OF Texas
COUNTY OF Hidalgo
MY COMMISSION EXPIRES 2/9/02

LETICIA MEXICANO
Notary Public,
State of Texas My
Comm. Exp. 02-09-2002

Filed for Record in:
Hidalgo County, Texas
by Jose Eloy Pulido
County Clerk

On: May 08,1998 at 10:29A

As a
Recording

Document Number: 675923
Total Fees : 9.00

Receipt Number - 149129
By,
Flo Chavez

VOL 2016 PAGE 836

78553

Mile 7 North
Parcel No. 5

UNITED STATES DEPARTMENT OF AGRICULTURE
Farmers Home Administration

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that ISAIAS GONZALEZ ~~and wife, DOLORES GONZALEZ,~~ Route 6, Box 145-L, Mission, Texas 78572 (hereinafter called "Grantors"), for good and valuable consideration paid by SHARYLAND WATER SUPPLY CORPORATION, P.O. Box 868, Mission, Texas 78572 (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement (the "Easement") with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, enlarge and remove water lines, valves, hydrants, meters, and other appurtenances to a water distribution system, together with the right of ingress and egress over Grantors' adjacent real property for the purposes for which this Easement is being granted. The Easement shall run over and across the real property (the "Property") described below:

> A tract of land owned by Grantors in Hidalgo County, Texas, described in deed recorded in Volume 1552, Page 546, Deed Records, Hidalgo County, Texas, said easement being a tract fifteen feet wide north of and adjacent to the north right-of-way line of Mile 7 North Road over and across Lot 56, E. M. Goodwin Subdivision 3-A, Hidalgo County, Texas

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the water lines and appurtenances referred to herein. Grantee shall maintain the Easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the Property and that the Property is free and clear of all encumbrances and ~~liens except those in favor of EMERY OWENS, c/o J. Perry Jones, P.O. Box 2205, McAllen, Texas 78501~~.

~~EMERY OWENS, the holder of a lien upon the Property, has executed this Agreement to evidence its agreement that, notwithstanding any foreclosure under any document evidencing its lien to secure the payment of indebtedness owing to it, or any conveyance or reconveyance in lieu of such foreclosure and/or in cancellation of all or a portion of the indebtedness secured by such lien, there shall remain in full force and effect all of the provisions of this Agreement.~~

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 Grantors and Lienholder have executed this instrument this 20th day of December, 1983.

Isaias Gonzalez
ISAIAS GONZALEZ

~~DOLORES GONZALEZ~~

~~EMERY OWENS~~

VOL 2016 PG. 837

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Hidalgo §

This instrument was acknowledged before me on the 10 day of July, 1984, by ISAIS GONZALEZ.

My Commission Expires:

14 Sept 1985

Howard W. Cole
NOTARY PUBLIC, STATE OF TEXAS

VOL 2016 PAGE 838

78553

FILED FOR RECORD

'04 AUG 7 PM 1 42

J. EDGAR RUIZ
COUNTY CLERK
HIDALGO COUNTY, TEXAS

After recording return to:

Robert Geissler

EWERS & TOOTHAKER
P.O. BOX 3670
McALLEN, TEXAS 78501

69209

Inspiration Road
Parcel No. 2

VOL 1987 PG 57

UNITED STATES DEPARTMENT OF AGRICULTURE
Farmers Home Administration

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that ISIAS GONZALEZ ~~and wife, DOLORES GONZALEZ~~, Route 6, Box 145-~~B~~, Mission, Texas 78572 (hereinafter called "Grantors"), for good and valuable consideration paid by SHARYLAND WATER SUPPLY CORPORATION, P.O. Box 868, Mission, Texas 78572 (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement (the "Easement") with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, enlarge and remove water lines, valves, hydrants, meters, and other appurtenances to a water distribution system, together with the right of ingress and egress over Grantors' adjacent real property for the purposes for which this Easement is being granted. The Easement shall run over and across the real property (the "Property") described below:

> A tract of land owned by Grantors in Hidalgo County, Texas, described in deed recorded in Volume 1552, Page 546, Deed Records, Hidalgo County, Texas, said easement being a tract fifteen feet wide west of and adjacent to the west right-of-way line of Inspiration Road over and across Lots 56 and 57, E. M. Goodwin Subdivision 3-A, Hidalgo County, Texas

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the water lines and appurtenances referred to herein. Grantee shall maintain the Easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the Property and that the Property is free and clear of all encumbrances and liens ~~except those in favor of EMERY OWENS, c/o Jones & Lewis, P.O. Box 2385, McAllen, Texas 78501~~.

~~EMERY OWENS, the holder of a lien upon the Property, has executed this Agreement to evidence its agreement that, notwithstanding any foreclosure under any document evidencing its lien to secure the payment of indebtedness owing to it, or any conveyance or reconveyance in lieu of such foreclosure and/or in cancellation of all or a portion of the indebtedness secured by such lien, there shall remain in full force and effect all of the provisions of this~~ Agreement.

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 Grantors and Lienholder have executed this instrument this 20th day of December, 1983.

Isias Gonzalez
ISIAS GONZALEZ

~~DOLORES GONZALEZ~~

~~EMERY OWENS~~

VOL 1987 PAGE 58

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 21 day of May, 1984, by ISIAS GONZALEZ.

My Commission Expires:

14 Sept. 1985

Howard W. Cole
NOTARY PUBLIC, STATE OF TEXAS

~~ACKNOWLEDGMENT~~

~~STATE OF TEXAS §~~
~~§~~
~~COUNTY OF _____ §~~

~~This instrument was acknowledged before me on the _____ day of _____, 19____, by DOLORES GONZALES.~~

~~My Commission Expires:~~

~~_____~~
~~NOTARY PUBLIC, STATE OF TEXAS~~

~~ACKNOWLEDGMENT~~

~~STATE OF TEXAS §~~
~~§~~
~~COUNTY OF _____ §~~

~~This instrument was acknowledged before me on the _____ day of _____, 19____, by HENRY OWENS.~~

~~My Commission Expires:~~

~~_____~~
~~NOTARY PUBLIC, STATE OF TEXAS~~

AFTER RECORDING RETURN TO:

Robert Geissler

EWERS & TOOTHAKER
P.O. BOX 3670
McAllen, TEXAS 78501

FILED FOR RECORD
1994 MAY 31 AM 8:35
J. ESTEBAN RUIZ
COUNTY CLERK
HIDALGO COUNTY, TEXAS

69209

31940

INSPIRATION ROAD
Parcel No. 3

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Don R. Holbrook

hereinafter called Grantors, in consideration of One Dollar and other good and valuable consideration paid by SHARYLAND WATER SUPPLY CORPORATION, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey to Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, replace and remove, maintain, reconstruct and service a water line, water valves, hydrants, and other appurtenances to a water works system, including distributing lines and meters, over and across a tract of land owned by Grantors in Hidalgo County, Texas, described in deed recorded in Volume 1493 page 915, Deed Records, Hidalgo County, Texas, said tract and easement being more particularly described as follows:
An easement 15 feet wide west of and adjacent to the west right of way line of Inspiration Road over and across

Lots 52, 53, 54 and 55, E. M. Goodwin Subdivision 3-A,
Hidalgo County, Texas

together with the right of ingress and egress over Grantor's adjacent lands for the purposes for which this easement is granted. In the event any water or drainage district right of way or any easement or obstruction is so located that in the judgment of Grantee, it is impracticable to locate said facilities within the right of way above designated, then Grantee is hereby authorized to designate the route of said right of way across Grantors' land not to exceed 15 feet in width, as near as practicable to the above designated right of way.

The consideration recited herein shall constitute full payment for all damages sustained by Grantors by reason of the installation of the facilities referred to herein, and Grantee will maintain such easement in a state of good repair and efficiency so no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands.

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 purposes for which financial assistance was extended or for so long as Grantee owns it, whichever is longer.

IN WITNESS WHEREOF Grantors have executed this instrument this 19th day of September, 1978.

Don R. Holbrook

Don R. Holbrook

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

Before me, the undersigned authority, on this day personally appeared Don R. Holbrook

known to me to be the person(s) whose name(s) (is) (are) subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19 day of September, ~~1978.~~ 1979.

Minerva O. Diaz

Notary Public in and for Hidalgo County, Texas

MINERVA O. DIAZ

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

Before me, the undersigned authority, on this day personally appeared

known to me to be the person(s) whose name(s) (is) (are) subscribed to the foregoing instrument and acknowedged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1978.

Notary Public in and for Hidalgo County, Texas

31940

FILED FOR RECORD THIS DATE
At 2:50 o'clock P. M.

OCT 10 1979

SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By _____ Deputy

JAMES W. JOHNSON
ATTORNEY AT LAW
P. O. BOX 2080
McALLEN, TEXAS 78501

RIGHT OF WAY EASEMENT 677997

KNOW ALL MEN BY THESE PRESENTS, THAT Holbrook Enterprises Ltd. (HEREINAFTER CALLED "GRANTOR"), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY SHARYLAND WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DO HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER TRANSMISSION AND DISTRIBUTION LINES, METERS AND APPURTENANCES OVER AND ACROSS A TRACT OF LAND OWNED BY GRANTOR IN HIDALGO COUNTY, TEXAS AS DESCRIBED IN VOLUME 1493, PAGE 915, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. SAID PROPERTY AND EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

An easement five feet wide, West of and adjacent to the fifteen foot easement recorded in Volume 1643, Pages 37-38, October 15, 1979, across Lots 52, 53, 54, and 55, E.M. Goodwin Subdivision #3, Deed Records, Hidalgo County, Texas.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTORS BY REASON OF THE INSTALLATION OF THE STRUCTURES REFERRED TO HEREIN AND THE GRANTEE WILL MAINTAIN SUCH EASEMENT IN A STATE OF GOOD REPAIR AND EFFICIENCY SO THAT NO UNREASONABLE DAMAGES WILL RESULT FROM ITS USE TO GRANTORS' PREMISES. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTORS COVENANT THAT THEY ARE THE OWNERS OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS EXCEPT THE FOLLOWING:

EASEMENTS AND RESERVATIONS AS MAY APPEAR ON THE RECORDED PLAT AND DEDICATION OF SUBDIVISION.

IN WITNESS WHEREOF THE SAID GRANTORS HAVE EXECUTED THIS INSTRUMENT THIS 15th day of May 19 98.

Don R. Holbrook 529-30-1236
DON R. HOLBROOK SOC. SEC. #

ACKNOWLEDGMENT

STATE OF TEXAS COUNTY OF Hidalgo

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED Don. R. Holbrook KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE (SHE) (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 15th day of May, 1998.

Oralia P. Salinas
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
COUNTY OF Hidalgo
MY COMMISSION EXPIRES 02-23-2002

ORALIA P. SALINAS
Notary Public,
State of Texas My
Comm. Exp. 02-23-2002

Filed for Record in:
Hidalgo County, Texas
by Jose Eloy Pulido
County Clerk

On: May 15,1998 at 03:17P

As a
Recording

Document Number: 677997
Total Fees : 9.00

Receipt Number - 150765
By,
Flo Chavez

F

Eligibility Ratio

Utility: Sharyland Water Supply Corporation
Project: FM 681/ FM 2221
RCSJ: 0669-01-052 and 0862-01-046
Federal Project No.: STP 1102(024)MM and STP 1102(26) MM

Segment	RCSJ	Relocation From	Relocation To	In Private Easement, ft	In Public R.O.W., ft	Compensable Length, ft	Total Relocation Length, ft.
4" PVC	0862-01-046	7+00	7+49	49.00	0.00	49.00	49.00
8" PVC	0669-01-052	392+10	398+63	211.00	628.00	211.00	839.00
12" PVC	0669-01-052	384+92.33	398+63	1,296.84	70.83	1,296.84	1,367.67
					Total Length	1,556.84	2,255.67

$$ER = \frac{\text{Total Compensable Leng}}{\text{Total Relocation Length}} \times 100\% \qquad \textbf{69.02\%}$$

Prepared by: Alfonso A. Gonzalez, P.E.

Date: 7/26/13

G

Cost Comparison

Cost Comparison and Betterment

The cost comparison between the single 16" waterline crossing proposed in Sheet 6 of the Plans of Adjustment versus a double crossing; an 8" and 12" can be found attached as Exhibits G1 and G2 respectively. The total estimated construction cost to install a single 16" waterline crossing as proposed in Sheet 6 of the Plans of Adjustment is $60,848.11 versus $63,820.69 to construct the double crossing as presented in Exhibit G3. The location of the crossing, STAT 396+00, was assigned by the design engineer for RCSJ Project No. 0669-01-052. The re-route was designed to avoid conflict with the proposed storm drainage trunk main pipe-line.

In round numbers, the single 16" waterline crossing will be $3,000.00 more economical than the double crossing. A single waterline will bring about benefits as maximization of the road right of way (real estate) utilization. No betterment credit will be applied to the Total Estimated Construction Cost.

Prepared by: Alfonso A. Gonzalez, P.E.

Date: 7/26/13

EXHIBIT G1

COST COMPARISON SINGLE 16" WATER LINE

Entity: Sharyland Water Supply Corporation
Date: 07/25/13
Descr: **Sheet 6 of the Plans**; Single 16 Waterline Bored Across FM 681/FM 2221 on West Side of Inspiration Rd. - CSJ No 0669-01-052
Eng.: Sigler, Winston, Greenwood & Associates
Alfonso Gonzalez, P.E.
SWG File 12 - 114

Item No.	Description	Quantity	Unit	*Labor	Material	Total Cost
1	12" AWWA C502 Resilient Seat Gate Valve and Box	1	EA	$350.00	$1,745.10	$2,095.10
2	12" AWWA C219 Repair Coupling	1	EA	$400.00	$323.06	$723.06
3	16" X 12" AWWA C153 Reducer	2	EA	$400.00	$471.14	$1,742.28
4	24" I.D. X 3/8" thick Steel Casing Bored Including 16" PVC Pipe and Supports	122	LF	$99.45	$80.14	$21,909.98
5	16" PVC C905 DR 25 Pipe	598	LF	$9.00	$21.25	$18,089.50
6	16" X 45° AWWA C153 MJ X MJ Bend	6	EA	$400.00	$661.52	$6,369.12
7	12" X 45° AWWA C153 MJ X MJ Bend	2	EA	$300.00	$415.82	$1,431.64
8	16" X 8" AWWA C153 MJ X MJ Tee	1	EA	$400.00	$801.17	$1,201.17
9	8" AWWA C502 Resilient Seat Gate Valve and Box	2	EA	$250.00	$856.72	$2,213.44
10	8" AWWA C219 Repair Coupling	2	EA	$200.00	$187.26	$774.52
11	8" X 45° AWWA C153 MJ X MJ Bend	2	EA	$200.00	$170.12	$740.24
12	12" X 8" AWWA C153 MJ X MJ Reducer	1	EA	$400.00	$228.58	$628.58
13	16" X 16" AWWA C153 MJ X MJ Tee	1	EA	$400.00	$1,130.05	$1,530.05
14	Cleaning and Disposal of the Spoil Material from the Boring Operation	40	CY	$35.00	$0.00	$1,399.43
15	Traffic Control Management	1	LS	$500.00	$0.00	$500.00
	Total Estimated Construction Cost					**$60,848.11**

Note: * Includes equipment cost.

EXHIBIT G2

COST COMPARISON 8" AND 12" WATER LINES

Entity: Sharyland Water Supply Corporation
Date: 07/25/13
Descr: **EXHIBIT G3**; 8 inch and 12 inch Waterlines Bored Across FM 681/FM 2221 on West Side of Inspiration Rd. - CSJ No 0669-01-052
Eng.: Sigler, Winston, Greenwood & Associates
Alfonso Gonzalez, P.E.
SWG File 12 - 114

Item No.	Description	Quantity	Unit	*Labor	Material	Total Cost
1	20" I.D. X 3/8" thick Steel Casing Bored Including 12" PVC Pipe and Supports	122	LF	$99.45	$59.41	$19,380.92
2	12" PVC C900 DR 25 Pipe	250	LF	$6.00	$11.37	$4,342.50
3	12" X 45° AWWA C153 MJ X MJ Bend	6	EA	$350.00	$415.82	$4,594.92
4	12" AWWA C502 Resilient Seat Gate Valve and Box	1	EA	$350.00	$1,745.10	$2,095.10
5	12" AWWA C219 Repair Coupling	1	EA	$400.00	$323.06	$723.06
6	16" I.D. X 3/8" thick Steel Casing Bored Including 8" PVC Pipe and Supports	122	LF	$99.45	$44.64	$17,578.98
7	8" PVC C900 DR 25 Pipe	520	LF	$6.00	$7.43	$6,983.60
8	8" X 45° AWWA C153 MJ X MJ Bend	8	EA	$200.00	$170.12	$2,960.96
9	8" AWWA C502 Resilient Seat Gate Valve and Box	2	EA	$250.00	$856.72	$2,213.44
10	8" AWWA C219 Repair Coupling	2	EA	$200.00	$187.26	$774.52
11	Cleaning and Disposal of the Spoil Material from the Boring Operation	48	CY	$35.00	$0.00	$1,672.69
12	Traffic Control	1	LS	$500.00	$0.00	$500.00
	Total Estimated Construction Cost					**$63,820.69**

Note: * Includes equipment cost.

EXHIBIT G3

8" 900
16" PVC C905 DR25 Waterline
To Be Installed on 5ft. Offset
From PROP. HWY. R.O.W.
W/36" Cover

(VOL.

BEGIN @ Sta. 396+00.00 (See Sheet No. 5)
1-16"x16" Tee
AWWA C153

Connecting W/Prop. 12" Line
(See Sheet No. 5 of 8)

HWY. ROW

15' EASEMENT TO SHARYLAND WATER SUPPLY CORP. VOL. 2016 PG. 836

A–A

5' Alignment

PROP. HWY. ROW

END Sta.@ 6+73.00
1-8" Repair Coupling
1-8" MJ Gate Valve & Box
1-12"x8" Reducer
AWWA C153
1-16"x12" Reducer
2-16"x45° MJ Bend
AWWA C153

15' EASEMENT TO SHARYLAND WATER SUPPLY CORP. VOL. 1987 PG. 57

EXIST. 8" PVC

5' Alignment

2-8"x45° AWWA C153 BEND
1-8" AWWA C502 GATE VAL.
1-8" AWWA C219 REPAIR COUP.

INSPIRATION ROAD

7+00
6+00
5+00
4+00

PROP. CURB & GUTTER (BY OTHERS)

2-12"x45° AWWA C153 BEND

2-8"x45° AWWA C153 BEND

8" WATERLINE TO BE REMOVED

PROPOSED ℄ F.M. 681

394+00 395+00 396+00 397+00 398+00 398+60 399+00

20"
24" Steel Casing (122 ft.) Bored
Bottom El. 169.75 (See Sheet 7)

16"x3/8" THICK WELDED STEEL CASING x 122 L.F.

2-8"x45° AWWA C153 BEND

EXIST. HWY. R.O.W.

15' EASEMENT TO SHARYLAND WATER SUPPLY CORP. DOC. #675923

STA. 398+63
END 12" PVC REMOVAL

EXIST. 8" PVC TO BE REMOVED

5' ALIGNMENT

12" PROP. HWY. ROW

2-16" x45° MJ Bend
AWWA C153

GOODWIN SUBD. NO.3

EXIST. 12" WATERLINE TO BE REMOVED

EXIST. 2" WATERLINE TO BE ABANDONED

A–A

12" PROP. HWY. ROW

2-16" x45° MJ Bend
AWWA C153

1-16"x8"
AWWA C153 TEE

1-16"x12" Reducer AWWA C153

1-12" AWWA C502 MJ Gate Valve & Box

Begin STA. 3+77.00
1-12" AWWA C219 Repair Coupling

PROP. HWY. ROW

15' R.O.W. EASEMENT DOC. #31940 H.C.D.R. TO SHARYLAND WATER SUPPLY CORP.

EXIST. 5' EASEMENT TO SHARYLAND WATER SUPPLY CORP. DOC. NO. 677997

EXIST. 12" & 8" PIPES TO BE ABANDONED

1-8" AWWA C502 MJ Gate Valve & Box

2-8"x45° AWWA C153 MJ Bend

1-8" AWWA C219 Repair Coupling

EXIST. 8" WATERLINE

2-12"x45° MJ Bend
AWWA C153
1-12" Repair Coupling

Begin Compensable Segments
Of 12" & 8" PVC C900 DR25 Waterline

EXIST. 12" PVC WATERLINE

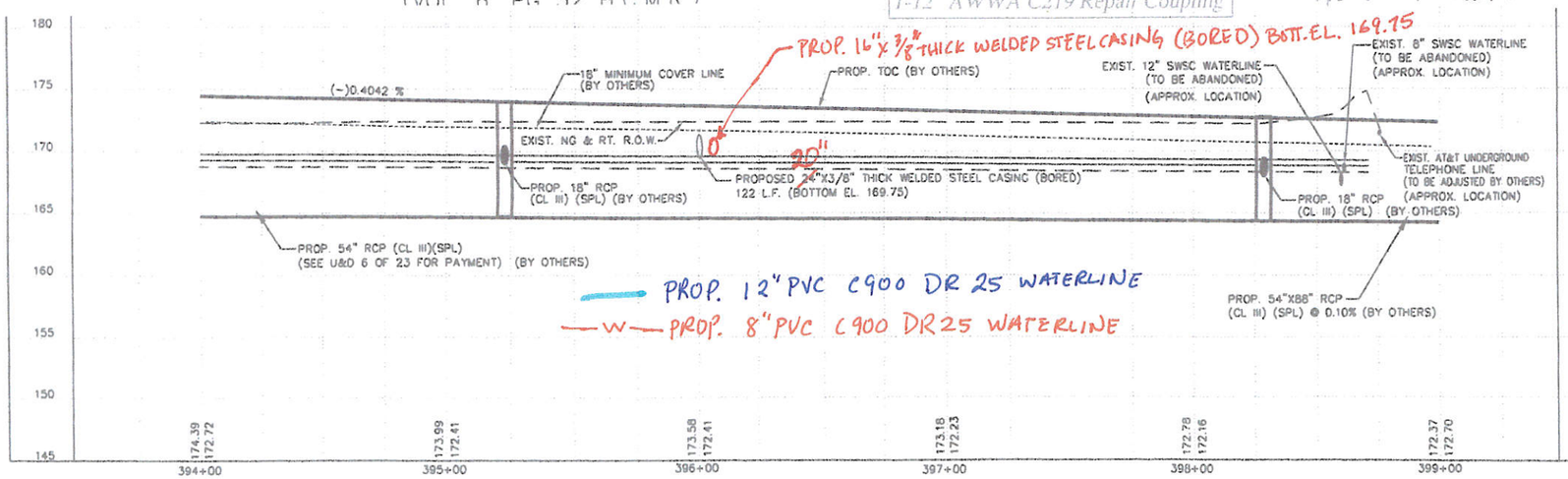
8"PVC C900 DR25 Waterline
To be Installed on 10' Offset W/36" Cover

(VOL. 6, PG. 52 H.C.M.R.)

LEGEND

STATION HIGHWAY CONTROL BASELINE.....
EXISTING HWY. ROW.....
EXIST. WATERLINE.....
EXIST. OVERHEAD POWER.....
EXIST. EASEMENT LINE SWSC.....
EXISTING EDGE OF PAVEMENT
EXIST. UTILITY.....
PROPOSED HWY. ROW.....
PROPOSED WATERLINE.....
PROP. CURB & GUTTER (BY OTHERS).....
PROPOSED STORM DRAINAGE PIPE (BY OTHERS).....
PROPOSED STORM SEWER INLET (BY OTHERS).....
PROPOSED STORM DRAINAGE INLET (BY OTHERS).....

SCALE 1"=60'



STATE OF TEXAS
ALFONSO A. GONZALEZ
93805
LICENSED PROFESSIONAL ENGINEER
7/25/13

© TxDOT 2009
Texas Department of Transportation

SHARYLAND WATER SUPPLY CORPORATION

SIGLER, WINSTON, GREENWOOD AND ASSOCIATES
CONSULTING ENGINEERS
WESLACO, TEXAS
SWG ENGINEERING, LLC
TEXAS FIRM REGISTRATION NO. F-592

F.M. 681/FM 2221 (7 MILE LINE)
12" & 8" WATERLINE
RELOCATION
COMPENSABLE SEGMENTS

SCALE: 1"=60' JULY-2013

FED.RD. DIV.NO.			SHEET NO. 6 of 8
STATE	DIST.	COUNTY	
TEXAS		HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
			F.M. 681/FM 2221 (7 MILE LINE)

H

Betterment Statement

No Betterment Credit will be Applied

By: Alfonso A. Gonzalez, P.E.

Date: 7/26/13

I

Quit Claim Deed

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Texas Department of Transportation
Form ROW-N-30
(Rev. 07/11)

QUITCLAIM DEED

THE STATE OF TEXAS § **ROW CSJ:** 0862-01-046
§
COUNTY OF HIDALGO § **KNOW ALL MEN BY THESE PRESENTS:**

That, Sharyland Water Supply Corporation of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and no/00 Dollars ($1.00) and other good and valuable consideration to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto the State of Texas all of Grantors' right, title, interest, claim and demand in and to that certain tract or parcel of land, situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.

Parcel No. 9, FM 2221

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said State of Texas forever.

IN WITNESS WHEREOF, this instrument is executed on this the 15th day of Aug, 2013.

_____ _____

_____ _____

_____ _____

N30

Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____

by _____.

_____
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on 1 August 2013 by

Sherilyn Dahlberg, General Manager

of Sharyland Water Supply Corporation, a non-profit water supply

corporation, on behalf of said corporation.

Claudia Cantu
Notary Public's Signature

CLAUDIA CANTU
Notary Public
STATE OF TEXAS
My Comm. Exp. 11-29-2016

EXHIBIT "A"

County: Hidalgo
Highway: FM 681 & FM 2221
RCSJ: 0862-01-046

Parcel 9
Property Description

A tract of land containing 0.775 acre (33,775 square feet), situated in Hidalgo County, Texas and also being a part or portion of **LOT 79, BLOCK 1, LA HOMA RANCH CITRUS GROVES UNIT 2**, recorded in Volume 8, Page 9, H.C.M.R., and said 0.775 acre (33,775 square feet) also being a part or portion of a 12.740 Acre tract of land deeded to Joseph Eromosele, recorded in Document No. 1584538, H.C.D.R., by James T. & Leah B. Killelea on March 01, 2006, and said 0.775 acre (33,775 square feet) also being more particularly described as follows;

COMMENCING on the northwest corner of Lot 79 and 12.74 Acre Tract;

THENCE S 08° 52' 11" W (S 08° 50' W), along the West line of said Lot 79, a distance of 1099.50 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the proposed north right-of-way line of FM 2221, for the western most northwest corner of this tract and the **POINT OF BEGINNING**; having surface coordinates of X=1034066.25 and Y=16642913.98. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English units. All distances and coordinates are surface and may be converted to grid by multiplying by a combined scale factor of 0.999960;

1. **THENCE** S 81° 04' 54" E, continuing along the proposed North right-of-way line of said FM 2221, a distance of 378.10 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for an inside corner of this tract;

2. **THENCE** N 54° 08' 35" E, along the proposed right-of-way line, a distance of 28.40 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the proposed west right-of-way of FM 2894, for an inside corner of this tract;

3. **THENCE** N 08° 53' 32" E, continuing along the proposed West right-of-way line of said FM 2894, a distance of 216.91 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for angle corner of this tract;

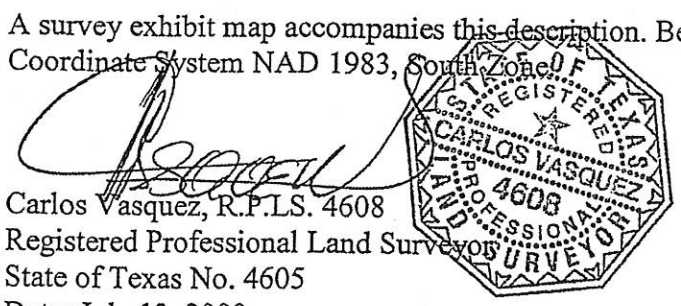
4. **THENCE** N 14° 38' 28" E, continuing along the proposed West right-of-way line of said FM 2894, a distance of 150.80 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the west line of said FM 2894, for the northeast corner of this tract

5. **THENCE** S 08° 55' 57" W (S 08° 50' W), continuing along the West right-of-way line of said FM 2894, a distance of 456.96 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the intersection of the North right-of-way line of FM 2221 and West right-of-way line of said FM 2894, for the southeast corner of this tract;

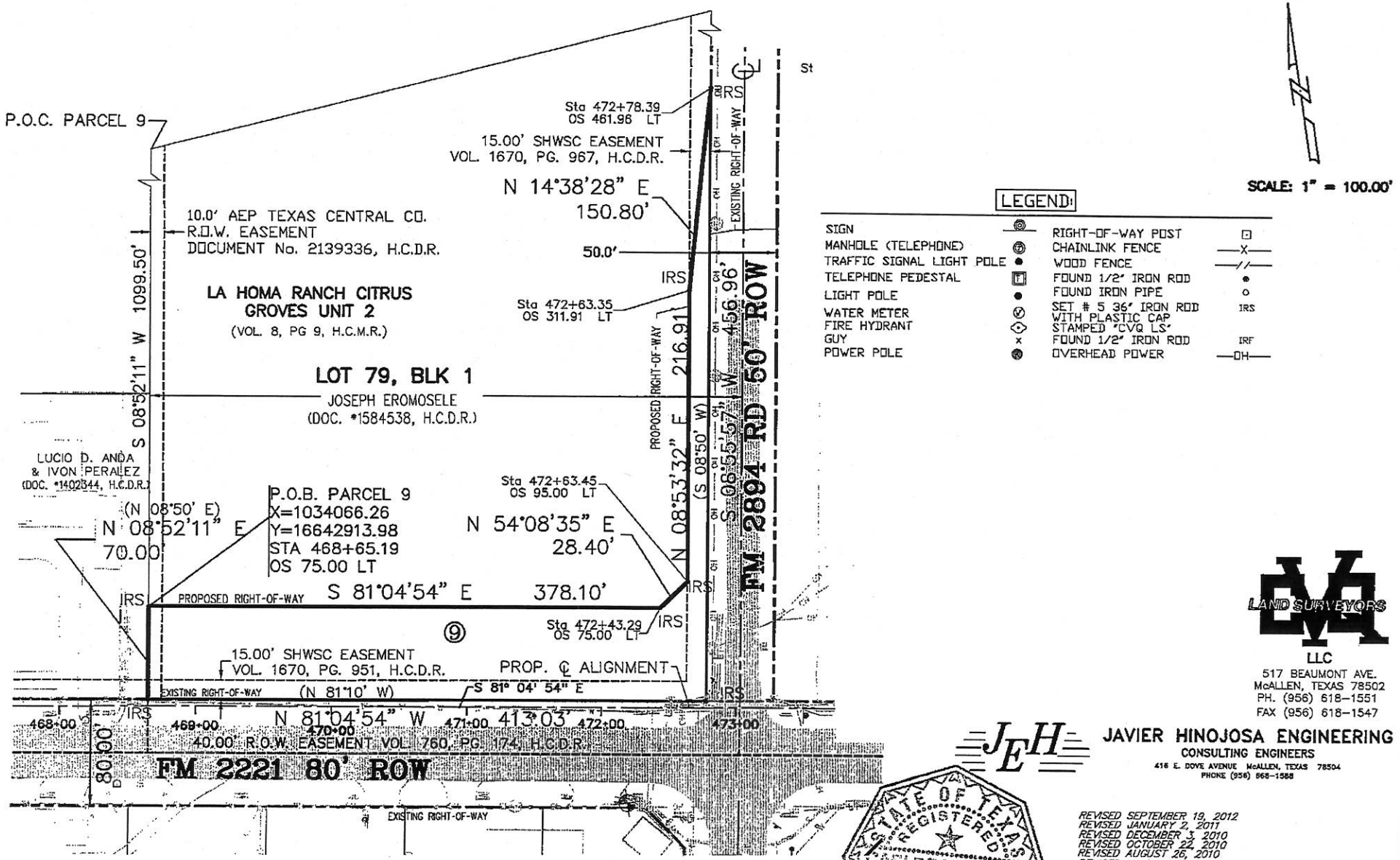
6. **THENCE** N 81° 04' 54" W (S 81° 10' W), along the North right-of-way line of said FM 2221, a distance of 413.03 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the west line of said Lot 79, for the southwest corner of this tract;

7. **THENCE** N 08° 52' 11" E, along the West line of said Lot 79, a distance of 70.00 feet to the POINT OF BEGINNING, containing 0.775 acre (33,775 square feet), more or less.

A survey exhibit map accompanies this description. Bearings are based on the State Plane Coordinate System NAD 1983, South Zone.



Carlos Vasquez, R.P.LS. 4608
Registered Professional Land Surveyor
State of Texas No. 4605
Date: July 13, 2009



SCALE: 1" = 100.00'

LEGEND:

SIGN		RIGHT-OF-WAY POST	⊡
MANHOLE (TELEPHONE)	Ⓣ	CHAINLINK FENCE	—X—
TRAFFIC SIGNAL LIGHT POLE	●	WOOD FENCE	—//—
TELEPHONE PEDESTAL	T	FOUND 1/2" IRON ROD	●
LIGHT POLE	●	FOUND IRON PIPE	○
WATER METER	Ⓦ	SET # 5 36" IRON ROD WITH PLASTIC CAP STAMPED "CVQ LS"	IRS
FIRE HYDRANT	⊕		
GUY	×	FOUND 1/2" IRON ROD	IRF
POWER POLE	●	OVERHEAD POWER	—OH—

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF

JOSEPH EROMOSELE

NOTE:

1. ALL BEARING AND DISTANCE ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE
2. ALL CORNERS WILL BE MARKED WITH A #5 IRON ROD, 24" LONG WITH A PLASTIC CAP STAMPED "CVQ LS" SET, UNLESS OTHERWISE NOTED.

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
LAND SURVEYOR

CARLOS VASQUEZ, R.P.L.S. 4608

LAND SURVEYORS
LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78502
PH. (956) 618-1551
FAX (956) 618-1547

JEH
JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588

REVISED SEPTEMBER 19, 2012
REVISED JANUARY 2, 2011
REVISED DECEMBER 3, 2010
REVISED OCTOBER 22, 2010
REVISED AUGUST 26, 2010
REVISED MAY 14, 2010

DIST. NAME	PLAT OF SURVEY	COUNTY
PHARR	FM 681 AND FM 2221	HIDALGO
ACCOUNT NO.	RCSJ No. 0862-01-046	DATE OF SURVEY: 07/13/09

EXISTING	TAKING	REMAINING LEFT	SHEET:
12.74 Ac.	0.775 Ac. (33,775 Sq Ft)	11.965 Ac.	3 OF 3

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Texas Department of Transportation
Form ROW-N-30
(Rev. 07/11)

QUITCLAIM DEED

THE STATE OF TEXAS § **ROW CSJ:** 0669-01-052
§
COUNTY OF HIDALGO § **KNOW ALL MEN BY THESE PRESENTS:**

That, Sharyland Water Supply Corporation of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and no/00 Dollars ($1.00) and other good and valuable consideration to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto the State of Texas all of Grantors' right, title, interest, claim and demand in and to that certain tract or parcel of land, situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.

Parcel No. 35, FM 681

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said State of Texas forever.

IN WITNESS WHEREOF, this instrument is executed on this the 1st day of Aug, 2013

_____ J.M. _____

_____ _____

_____ _____

N30

Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____

by _____.

_____
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on 1 August 2013 by

Sherilyn Dahlberg, General Manager

of Sharyland Water Supply Corporation, a non-profit water supply corporation, on behalf of said corporation.

Claudia Cantu
Notary Public's Signature

CLAUDIA CANTU
Notary Public
STATE OF TEXAS
My Comm. Exp. 11-29-2016

July 13, 2009
Revised May 14, 2010
Revised August 26, 2010
Revised June 10, 2011

EXHIBIT "A"

County: Hidalgo
Highway: FM 681 & FM 2221
RCSJ:0669-01-052

Parcel 35
Property Description

A tract of land containing 0.685 acre (29,850 square feet), situated in Hidalgo County, Texas and also being a part or portion of **BLOCK 55, THE GOODWIN TRACT SUBDIVISION No. 3-A,** recorded in Volume 6, Page 52, H.C.M.R., and said 0.685 acre (29,850 square feet) also being a part or portion of a 14.310 Acre tract of land deeded to Holbrook Enterprises, recorded in Document No. 605353, H.C.D.R., by Don R., Gregg D. and Dennis L. Holbrook on June 18, 1997, and said 0.685 acre (29,850 square feet) also being more particularly described as follows;

COMMENCING on southwest corner of said Lot 55;

THENCE N 08° 52' 11" E (N 8° 34' E), along the West line of said Lot 55, a distance of 850.00 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set for the southwest corner of this tract and the **POINT OF BEGINNING**; having surface coordinates of X=1038439.23 and Y=16642039.32. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English units. All distances and coordinates are surface and may be converted to grid by multiplying by a combined scale factor of 0.999960;

1. **THENCE** N 08° 52' 11" E (N 8° 34' E), continuing along the West line of said Lot 55, a distance of 35.00 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the South right-of-way line of FM 681, for the northwest corner of this tract;

2. **THENCE** S 81° 02' 00" E (S 81° 10' E), along the South right-of-way line of said FM 681, a distance of 649.20 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the West right-of-way line of Inspiration Road, for the northeast corner of this tract;

3. **THENCE** S 08° 30' 00" W (S 08° 34' W), along the West right-of-way line of said Inspiration Road, a distance of 456.62 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for the southeast corner of this tract;

4. **THENCE** N 00° 53' 56" E, along the proposed West right-of-way line of Inspiration Road, a distance of 151.20 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for an outside corner of this tract;

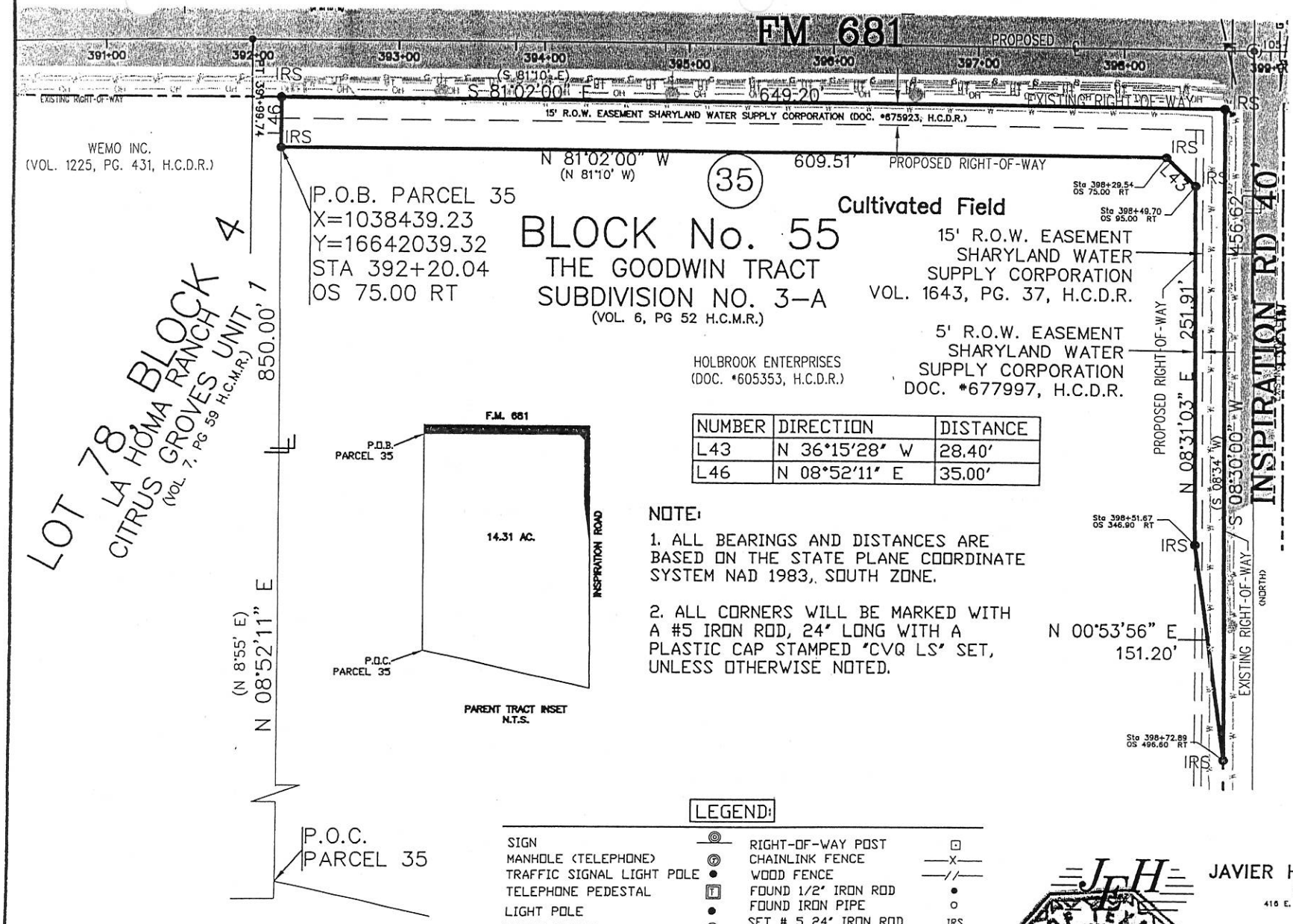
5. **THENCE** N 08° 31' 03" E, along the proposed West right-of-way line of Inspiration Road, a distance of 251.91 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for an inside corner of this tract;

6. **THENCE** N 36° 15' 28" W, a distance of 28.40 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the proposed South right-of-way line of FM 681, for an inside corner of this tract;

7. **THENCE** N 81° 02' 00" W, along the proposed South right-of-way line of said FM 681, a distance of 609.51 feet to the **POINT OF BEGINNING,** containing 0.685 acre (29,850 square feet), more or less.

A survey exhibit map accompanies this description. Bearings are based on the State Plane Coordinate System NAD 1983, South Zone.

Carlos Vasquez, R.P.L.S. 4608
Registered Professional Land Surveyor
State of Texas No. 4605
Date: July 13, 2009



NUMBER	DIRECTION	DISTANCE
L43	N 36°15'28" W	28.40'
L46	N 08°52'11" E	35.00'

NOTE:

1. ALL BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.

2. ALL CORNERS WILL BE MARKED WITH A #5 IRON ROD, 24' LONG WITH A PLASTIC CAP STAMPED "CVQ LS" SET, UNLESS OTHERWISE NOTED.

LEGEND:

SIGN		RIGHT-OF-WAY POST	
MANHOLE (TELEPHONE)		CHAINLINK FENCE	—X—
TRAFFIC SIGNAL LIGHT POLE		WOOD FENCE	—//—
TELEPHONE PEDESTAL		FOUND 1/2" IRON ROD	
LIGHT POLE		FOUND IRON PIPE	
WATER METER		SET # 5 24" IRON ROD WITH PLASTIC CAP STAMPED "CVQ LS"	IRS
FIRE HYDRANT			
GUY		FOUND 1/2" IRON ROD	IRF
POWER POLE		OVERHEAD POWER	—OH—

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF

HOLBROOK ENTERPRISES

A LEGAL DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS SKETCH

CARLOS VASQUEZ, R.P.L.S. 4608

LAND SURVEYORS
LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78502
PH. (956) 618-1551
FAX (956) 618-1547

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588

REVISED OCTOBER 22, 2010
REVISED AUGUST 26, 2010
REVISED MAY 14, 2010

DIST. NAME	PLAT OF SURVEY	COUNTY
PHARR	FM 681 AND FM 2221	HIDALGO
ACCOUNT NO.	RCSJ No. 0669-01-052	DATE OF SURVEY: 07/13/09
EXISTING 14.31 Ac.	ROW TAKING: 0.685 Ac.	REMAINING 13.625 Ac. RIGHT
		SHEET: 3 OF 3

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Texas Department of Transportation
Form ROW-N-30
(Rev. 07/11)

QUITCLAIM DEED

THE STATE OF TEXAS § **ROW CSJ:** 0669-01-052
§
COUNTY OF HIDALGO § **KNOW ALL MEN BY THESE PRESENTS:**

That, Sharyland Water Supply Corporation of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and no/00 Dollars ($1.00) and other good and valuable consideration to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto the State of Texas all of Grantors' right, title, interest, claim and demand in and to that certain tract or parcel of land, situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.

Parcel No. 28C, FM 681

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said State of Texas forever.

IN WITNESS WHEREOF, this instrument is executed on this the 15th day of Aug, 2013.

* N 3 0 *

Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____

by _____.

_____
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on 1 August 2013 by

Sherilyn Dahlberg, General Manager

of Sharyland Water Supply Corporation, a non-profit water supply corporation, on behalf of said corporation.

Claudia Cantu
Notary Public's Signature

CLAUDIA CANTU
Notary Public
STATE OF TEXAS
My Comm. Exp. 11-29-2016

EXHIBIT "A"

County: Hidalgo
Highway: FM 681 & FM 2221
RCSJ: 0669-01-052

Parcel 28C
Property Description

A tract of land containing 0.507 acre (22,071 square feet), situated in Hidalgo County, Texas and also being a part or portion of **LOT 81, BLOCK 4, LA HOMA RANCH CITRUS GROVES UNIT 2,** recorded in Volume 8, Page 9, H.C.M.R., and said 0.507 acre (22,071 square feet) also being a part or portion of a 14.840 Acre tract of land deeded to Southern Anchor, LTD., recorded in Document No. 161191, H.C.D.R., by VBC, LLC, a Texas Limited Liability Company on September 08, 2006, and said 0.507 acre (22,071 square feet) also being more particularly described as follows;

COMMENCING on the northeast corner of said Lot 81;

THENCE S 08° 55' 32" W (S 08° 34' 32" W), along the East line of said Lot 81, a distance of 184.11 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set for the northeast corner of this tract and the **POINT OF BEGINNING**; having surface coordinates of X=1038462.42 and Y=16642187.52. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English units. All distances and coordinates are surface and may be converted to grid by multiplying by a combined scale factor of 0.999960;

1. **THENCE** S 08° 55' 32" W (S 08° 34' 32" W), along the East line of said Lot 81, distance of 35.00 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the North right-of-way line of FM 681, for the southeast corner of this tract;

2. **THENCE** N 81° 02' 00" W (N 81° 10' W), along the North right-of-way line of said FM 681, a distance of 803.94 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for the southwest corner of this tract;

3. **THENCE** N 08° 58' 00" E, a distance of 9.82 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for an inside corner of this tract;

4. **THENCE** N 81° 03' 14" W, a distance of .73 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for a point of curvature of this tract;

5. **THENCE** along the said curve to the right with a radius of 522.94 feet, an interior angle of 10° 59' 28", an arc length of 100.32 feet, a tangent of 50.31 feet and a chord that bears N 75° 33' 46" W, a distance of 100.16 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the proposed North right-of-way of said FM 681, for the northwest corner of this tract;

6. **THENCE** S 81° 02' 00" E, along the proposed North right-of-way line of said FM 681, a distance of 177.25 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for a point of curvature of this tract;

7. **THENCE** along the said curve to the left with a radius of 7,925.00 feet, an interior angle of 02° 32' 01", an arc length of 350.44 feet, a tangent of 175.25 feet and a chord that bears S 82° 18' 00" E, a distance of 350.41 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set for a point of reverse curvature of this tract;

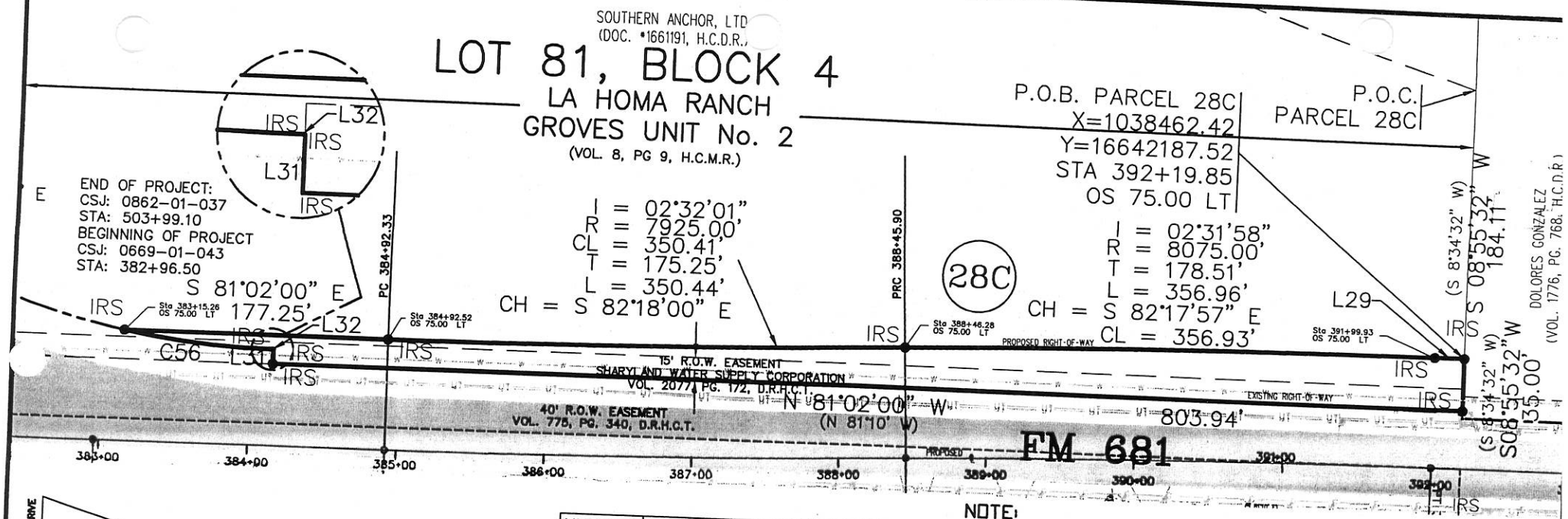
8. **THENCE** along the said curve to the right with a radius of 8,075.00 feet, an interior angle of 02° 31' 58", an arc length of 356.96 feet, a tangent of 178.51 feet and a chord that bears S 82° 17' 57" E, a distance of 356.93 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set for a point of tangency of this tract;

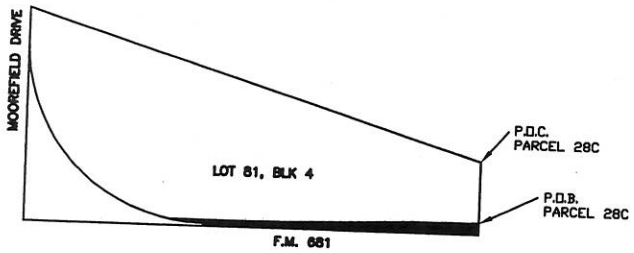
9. **THENCE** S 81° 02' 00" E, along the proposed North right-of-way line of said FM 681, a distance of 19.92 feet to the **POINT OF BEGINNING,** containing 0.507 acre (22,071 square feet), more or less.

A survey exhibit map accompanies this description. Bearings are based on the State Plane Coordinate System NAD 1983, South Zone.

Carlos Vasquez, R.P.LS. 4608
Registered Professional Land Surveyor
State of Texas No. 4605
Date: July 13, 2009

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
LAND SURVEYOR





PARENT TRACT INSET
N.T.S.

NUMBER	DIRECTION	DISTANCE
L29	S 81°02'00" E	19.92'
L31	N 08°58'00" E	9.82'
L32	N 81°03'14" W	.73'

NOTE:

1. ALL BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.

2. ALL CORNERS WILL BE MARKED WITH A #5 IRON ROD, 24" LONG WITH A PLASTIC CAP STAMPED "CVQ LS" SET, UNLESS OTHERWISE NOTED.

NUMBER	DELTA ANGLE	RADIUS	CHORD LENGTH	CHORD DIRECTION	TANGENT	ARC LENGTH
C56	10°59'28"	522.94	100.16	N 75°33'46" W	50.31	100.32

SCALE: 1" = 100.00'

LEGEND:

SIGN	RIGHT-OF-WAY POST	⊡
MANHOLE (TELEPHONE)	CHAINLINK FENCE	—X—
TRAFFIC SIGNAL LIGHT POLE	WOOD FENCE	—//—
TELEPHONE PEDESTAL	FOUND 1/2" IRON ROD	•
LIGHT POLE	FOUND IRON PIPE	○
WATER METER	SET # 5 24" IRON ROD WITH PLASTIC CAP STAMPED "CVQ LS"	IRS
FIRE HYDRANT	FOUND 1/2" IRON ROD	IRF
	OVERHEAD POWER	—OH—

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF

SOUTHERN ANCHOR, LTD.

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
LAND SURVEYOR

CARLOS VASQUEZ, R.P.L.S. 4608

LAND SURVEYORS
LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78502
PH. (956) 618-1551
FAX (956) 618-1547

JEH
JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588

REVISED OCTOBER 22, 2010

DIST. NAME	PLAT OF SURVEY	COUNTY
PHARR	FM 681 AND FM 2221	HIDALGO
ACCOUNT NO.	RCSJ No. 0669-01-052	DATE OF SURVEY: 07/13/09
EXISTING 14.84 Ac.	ROW TAKING: 0.507 Ac. (22,071 Sq Ft)	REMAINING 14.333 Ac. LEFT
		SHEET: 3 OF 3

Attachment E

TXDOT ROW ~~U-30~~

N-30

J

Joint Use Agreement

NONE - N/A

Joint Use Agreement

Joint Use Agreement is not applicable to adjustments within this Compensable Packet.

By: _____

Date: 8-1-2018

Attachment F

Search Raul Sesin

Mail Address Book Calendar Tasks Briefcase Preferences LPA Standard Ut

Close Reply Reply to All Forward Delete Spam Actions

LPA Standard Utility Agreement with AEP (FM 681)

From: Steve Crain

To: Raul Sesin

Cc: Steven Cruz Maria Lucio

The AEP LPA is OK.

AI-42095 **Precinct #1 16. A.**

CC REGULAR

Meeting Date: 12/10/2013

Submitted By: Marcie Jackson, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Pct. #1 R&B (1200):
1. Approval of Certification of Revenues as certified by the County Auditor for TxDOT Reimbursement of BCAP Forced Labor - El Mesquite Subdivision and Mid Valley Estates Subdivision.

2. Approval of 2013 appropriation of funds into Precinct No.1 Road & Maintenance (program 005) in the amount of $119,246.61.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-121-005-0-6XX

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

BUDGETARY IMPACT:

Appropriation in the amount of $119,246.61

Revenue account: 3-1200-341-50-121-000-0-000

Reference: El Mesquite Subdivision ($117,968.52) & Mid Valley Estates Subdivision ($1,278.09)

Attachments

Appropriation
Certification of Revenues

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/05/2013 02:12 PM
Manuel Chapa	Manuel Chapa	12/06/2013 09:41 AM
Purchasing Department	Monica Badillo	12/06/2013 04:57 PM

Form Started By: Marcie Jackson Started On: 12/04/2013 04:23 PM

Final Approval Date: 12/06/2013

DATE: December 4, 2013

2013
APPROPRIATION

DEPARTMENT HEAD: A. C. Cuellar

DEPARTMENT NAME: Hidalgo County Precinct No.1 **AI-42095 12/10/13**

ACCOUNT NUMBER: 3-1200-431-00-121-005-0-XXX

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

Contact: Marcie Jackson
Ph#: 956-968-8733 Ext. 1021

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
3-1200-431-00-121-005-0-626	PCT1 RD MAINT-GASOLINE/DIESEL	$40,000.00
3-1200-431-00-121-005-0-673	PCT1 RD MAINT-R&B R&M SUPPLIES	$79,246.61
3-1200-341-50-121-000-0-000	PCT1 BCAP INDIRECT COSTS	119,246.61
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:
Appropriation of funds from Pct.1 BCAP El Mesquite Subdivision and Mid Valley Estates Subdivision Force Labor to fund road maintenance gasoline & road maintenance supplies.

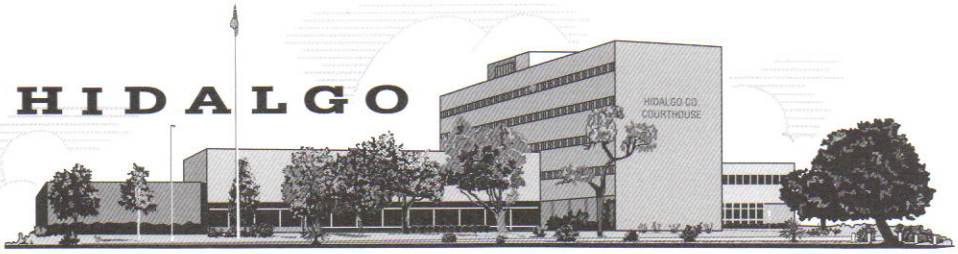
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

December 5, 2013

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

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of indirect costs from the Border Colonia Access Program. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

3-1200-341-50-121-000-0-000	PCT. 1 INDIRECT COSTS	$117,968.52 (EL MESQUITE PROG.)
3-1200-341-50-121-000-0-000	PCT. 1 INDIRECT COSTS	$ 1,278.09 (MID-VALLEY PROG.)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

12/5/13
Date

HIDALGO COUNTY DISTRICT JUDGES

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

AI-41891 **Precinct #2 17. A.**

CC REGULAR

Meeting Date: 12/10/2013

Submitted For: Agapito Vargas, Jr. **Submitted By:** Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

1. Approval of Interlocal Cooperation Agreement between Military Highway Water Supply Corporation and County of Hidalgo, Texas to extend 10" potable water supply line.
2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the interlocal cooperation agreement project to assist the Military Highway Water Supply Corporation in the extension a 10" potable water supply line for the Precinct 2 Equipment & Maintenance Facility Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1342-419-40-122-053-0-739

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

BUDGETARY IMPACT:

Available balance as of 11-27-13 $120,668.22

Attachments

ICA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/20/2013 03:33 PM
Manuel Chapa	Manuel Chapa	11/27/2013 09:30 AM
Purchasing Department	Monica Badillo	12/06/2013 04:57 PM

Form Started By: Yolanda Cisneros Started On: 11/19/2013 04:40 PM

Final Approval Date: 12/06/2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN MILITARY HIGHWAY WATER SUPPLY CORPORATION AND COUNTY OF HIDALGO, TEXAS

This Agreement is made on this the _____ day of _____, 2013, by and between **MILITARY HIGHWAY WATER SUPPLY CORPORATION** hereinafter referred to as "Corporation" and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

W I T N E S S E T H:

WHEREAS, Corporation is a water supply corporation located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, County's proposed Precinct 2 Equipment and Maintenance Facility located on I Road South of Pecinas Road (the "Facility") lacks supply of potable water;

WHEREAS, Corporation has a ten inch (10") potable water supply line located on Dicker Road;

WHEREAS, County and Corporation desire to extend such a ten inch (10") potable water supply line from Corporation's potable water supply line on Dicker Road along I Road to the Facility (the "Line") approximately 7,200 linear feet (the "Work")'

WHEREAS, County has determined that the County will receive benefit from the Work;

WHEREAS, Corporation and County have agreed to cooperate in performing the Work as further described herein;

WHEREAS, Corporation and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

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

1. County as its sole cost and expense shall through its own forces prepare all engineering plan and specifications, procure all materials for tapping into

Corporation's water potable water supply line on Dicker Road and install a ten inch (10") potable water supply line from Corporation's potable water supply line on Dicker Road along I Road to the Facility.

2. Corporation agrees to reimburse the County the excess cost of the materials for a ten inch (10") line over the cost of materials of an eight inch (8") line approximately Thirty Thousand and no/100ths dollars ($30,000.00). Corporation shall reimburse County against invoice of County no later than thirty (30) days after receipt of invoice.

3. Corporation shall be responsible at its sole cost and expense, for approval of (a) the engineering plans and specifications, (b) providing with Corporation's own forces or through a third party contractor labor necessary to install a tap of the Line into Corporation's existing potable water line on Dicker Road and (c) inspecting and flushing the Line in accordance with all applicable standards for potable water lines.

4. Corporation and County will coordinate work schedules in order to provide for minimal disruption of traffic and operations around the vicinity of the Work and will use their best efforts to complete the improvements within ninety (90) days of the execution of this Agreement.

5. Upon completion of the Work described herein, the parties agree the Corporation shall own the Line and shall be responsible for the maintenance of the Line, and the County shall have no obligation whatsoever for future improvements or maintenance of the Line.

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

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

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

executed by Corporation and County, and not otherwise.

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

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

If to Corporation:	Military Highway Water Supply Corporation Attention: President, Board of Directors P. O. Box 250 Progreso, Texas 78579
If to Hidalgo County:	Hidalgo County Attention: Ramon Garcia, County Judge 302 W. University Drive Edinburg, Texas 78540-0758
With Copy to:	Commissioner, Precinct No. 2 Attention: Hector "Tito" Palacios 300 West Hall Acres, Suite G Pharr, Texas 78577

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

11. **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.

12. **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.

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

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

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

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

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

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

19. **Severability.** Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

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

MILITARY HIGHWAY WATER SUPPLY CORPORATION

By: Amado E Salinas
Amado E. Salinas, General Manager

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a project whereby County and Corporation desire to extend a ten inch (10") potable water supply line from Corporation's potable water supply line on Dicker Road along I Road to the Facility (the "Line") approximately 7,200 linear feet (the "Work") through an Interlocal Cooperation Agreement to be entered by and between Military Highway Water Supply Corporation and the County of Hidalgo, Texas,

By vote on_____ 2013, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

AI-42135 **Budget and Management 18. A. 1.**

CC REGULAR

Meeting Date: 12/10/2013

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Precinct No.4 Road Project:
A. Approval of Certification of Revenues by the County Auditor, for proceeds from the sale of assets to Hidalgo County DD No.1

B. Approval of 2013 appropriation of funds in the amount of $549,575.00 for FM 1925 road project.

BACKGROUND

FM 1925 from FM907 to East of SH68

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1303-392-00-000-000-0-000

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

BUDGETARY IMPACT:

Refer to AI-42061 Purchasing Agenda Item.

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	12/06/2013 04:57 PM

Form Started By: Rolando Garcia Started On: 12/05/2013 04:10 PM

Final Approval Date: 12/06/2013

DATE: December 5, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Pct. No.4 - FM 1925 Road Project

ACCOUNT NUMBER: 3-1303-392-00-000-000-0-000

Contact Person: Rolando Garcia **Ph#** 956-292-7025 x.5413

2013
Appropriation

AI-42135

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
3-1303-431-00-124-127-0-841	SOA1339-PCT4 FM1925(FM907-E of SH68) AID	549,575.00
3-1303-392-00-000-000-0-000	SOA1339-SALE OF CAPITAL ASSETS	549,575.00
	TOTAL BUDGET INCREASE (DECREASE)	549,575.00

REASON: Appropriation from the Sale of Assets (Dickerson/Aguilar Ponds) for FM 1925 Road Project

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-42056 **Purchasing Department 19. A. 1.**

CC REGULAR

Meeting Date: 12/10/2013

Submitted For: Hon. Ramon Garcia, HCJudge **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Presentation for discussion, consideration and applicable action for the engagement of professional consulting services provider in connection with securing funding from: Settlement BP Deepwater Horizon Restoration Project including, but not limited to, the following options:

A. Exemption from competitive bidding requirements under Texas Local Government Code, Chapter, 262.024(a)(4) a professional service to negotiate an agreement;

B. Procure a professional consulting services contract by formally publishing/advertising a solicitation for a Request for Proposals (with qualifications) for same.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/05/2013 11:03 AM
Budget & Management	Debbie Tamez	12/05/2013 11:34 AM
Glinda Pacheco	Glinda Pacheco	12/06/2013 03:19 PM
Auditor's Office	Monica Badillo	12/06/2013 04:57 PM

Form Started By: Monica Badillo Started On: 12/03/2013

Final Approval Date: 12/06/2013

AI-42119 **Purchasing Department 19. A. 2.**

CC REGULAR

Meeting Date: 12/10/2013

Submitted For: Martha L. Salazar **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to exercise the option to extend the current inter-local cooperation agreement for an additional one (1) year (as stipulated/detailed in agreement) between Hidalgo County and the City of Edinburg for MSW & Tire disposal services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-432-00-XXX-001-0-421/350

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

BUDGETARY IMPACT:

Funds available in 2014 Adopted Budget under the Pct Sanitation budget.

Attachments

Letter of Extension

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/06/2013 10:23 AM
Budget & Management	Debbie Tamez	12/06/2013 10:59 AM
Glinda Pacheco	Glinda Pacheco	12/06/2013 11:27 AM
Auditor's Office	Monica Badillo	12/06/2013 04:57 PM

Form Started By: Marty Salazar Started On: 12/05/2013 01:20 PM

Final Approval Date: 12/06/2013

PURCHASING DEPARTMENT
County Of Hidalgo

December 5, 2013

CERTIFIED MAIL
7099 3220 0002 9744 7812

City of Edinburg
Ramiro Garza, Jr., City Manager
415 W. University Drive
Edinburg, TX. 78541

Via Email: rgarza@cityofedinburg.com
igarza@cityofedinburg.com

Re: Extension of Agreement No. C-05-246-05-03-Interlocal Agreement between City of Edinburg and Hidalgo County for disposal of Non-Hazardous Solid Waste

Dear Mr. Garza:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise an extension as provided in the current interlocal agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of December 10, 2013, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on Friday, December 6, 2013,via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us.

By: _____ Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal, Contracts Manager
Hidalgo County Purchasing Department

THE CITY OF EDINBURG

Judge J.D. Salinas
County of Hidalgo
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

Re: Correction to letter dated August 1, 2007

October 25, 2007

Dear Mr. Salinas:

On behalf of the City of Edinburg, we wish to express our sincere appreciation to you and the County of Hidalgo for allowing us the opportunity to serve your solid waste disposal needs since August, 1999. Section 2, Subsection B of the Waste Disposal Agreement allows for rate adjustments for All Items Index on a yearly basis. This agreement also allows rate adjustments to cover increased costs for landfill operations. The City of Edinburg continues to successfully manage its costs for the operations of its landfill therefore, only the Consumer Price Index for all Urban Consumers (CPI-U) increase is being applied. The CPI-U is being applied for the 2006-2007 year only. The current CPI-U information reflects a 2.7% increase from the year 2006 through 2007. Your current rate is $20.25 per ton. The 2.7% increase will place your per ton charge at $20.79 plus applicable fees. This increase per ton rate will be placed in effect on October 1, 2007. It continues to be a pleasure to serve the County of Hidalgo Pct. 4's waste disposal needs. The City of Edinburg will continue to make every attempt to provide the most economical disposal rates possible to you the county. Should you require any assistance on any other waste disposal needs, please feel free to call me at (956)381-5635.

Sincerely,

Ramiro L. Gomez Jr., Director
Dept. of Solid Waste Management

Attachments: 2006-2007 Consumer Price Index
Waste Disposal Agreement Dated May 17, 2005

C: Mayor & City Council
Mr. Juan Jose "J.J." Rodriguez, Interim City Manager
Mr. Ascencion Alonzo, Finance Director
Mr. Jorge S. Davila, Waste Operations Superintendent

STATE OF TEXAS	§	**INTERLOCAL AGREEMENT BETWEEN**
	§	**CITY OF EDINBURG AND THE COUNTY**
HIDALGO COUNTY	§	**OF HIDALGO FOR THE DISPOSAL OF NON-HAZARDOUS SOLID WASTE**

This Agreement is made and entered into, pursuant to Texas Government Code, Title 7 Chapter 791(Vernon's Tex. Stat. and Codes Ann.) as of the 17th day of May, 2005, by and between Hidalgo County, a political subdivision of the State of Texas, located in Edinburg, Hidalgo County, Texas ("Hidalgo County"), and the City of Edinburg, a municipal home-rule Texas corporation situated in Edinburg, Hidalgo County, Texas ("City"), owner and operator of the Edinburg Regional Sanitary Landfill, situated at 900 East Encinitos Road in Edinburg, Texas ("the Landfill"), for the purpose of setting forth the agreement between the parties, whereby Hidalgo County desires to contract with Edinburg for the disposal services of non-hazardous solid waste materials, collected by the County's precincts and subject to the terms and conditions of this Agreement.

WHEREAS, Hidalgo County collects and arranges for disposal of non-hazardous solid wastes; from residents within Hidalgo County.

WHEREAS, Hidalgo County requires a location to dispose of such non-hazardous solid waste; and

WHEREAS, Edinburg operates a Regional Type I Sanitary Landfill (the "Landfill"), pursuant to Permit No. 956B, issued by the Texas Commission on Environmental Quality ("TCEQ"); and

WHEREAS, the Landfill has the capacity for the disposal of such non-hazardous said solid waste.

NOW, THEREFORE, for and in consideration of the premises and mutual promises, covenants and agreements hereinafter set forth, and intending to be legally

bound, Edinburg and Hidalgo County agree as follows:

I. OBLIGATIONS OF CITY OF EDINBURG

A. Type of Waste: During the term of this Agreement, Edinburg shall accept for disposal at the Landfill all of the non-hazardous solid waste delivered to the Landfill by Hidalgo County, including, but not limited to, trash, scrap food, leaves, grass, brush, bottles, cans, cardboard boxes, glass, and small dead animals (hereinafter said acceptable solid waste referred to as the "Waste Material"), but excluding radioactive, volatile, highly flammable, explosive, toxic or hazardous waste. In addition, Edinburg will not accept for disposal any liquid waste, or any article exceeding one (1) cubic yard in size, or any matter in violation of its operating permit. The term "hazardous waste" as used herein shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency ("EPA") or any agency of the State of Texas pursuant to the Resource Conservation and Recovery Act of 1976, as amended and including future amendments thereto, and any applicable state or federal regulations or laws. Title to the Waste Material delivered to the Landfill shall be transferred to and rest with Edinburg at the time the Waste Material is unloaded at the working face of the Landfill. All risks and responsibilities of the Waste Material shall be borne by Hidalgo County until the time the waste is unloaded at the working face. In the event that unacceptable material is delivered to the Landfill, it shall be the sole responsibility of Hidalgo County, under the City of Edinburg's direction or its representative, to contract the removal, hauling and disposal of the unacceptable material to an approved disposal site at the expense of Hidalgo County. In the event that fines are levied against the City of Edinburg due to Hidalgo County's noncompliance, it will be Hidalgo County's responsibility to incur such costs.

B. Compliance. Edinburg agrees to accept from Hidalgo County for disposal at the Landfill all Waste Material delivered by Hidalgo County. Edinburg agrees to operate the Landfill in compliance with all applicable laws and regulations.

C. Hours of Operation. The minimum hours of operation of the Landfill shall extend from 7:00 a.m. to 5:00 p.m., Monday through Friday, and 7:00 a.m. to 1:00 p.m. on Saturdays. Edinburg agrees to accept Waste Material transported by Hidalgo County to the Landfill at all other times, at the request of Hidalgo County under emergency circumstances, subject to payment by Hidalgo County of an additional sum per ton for such "off-hour" operations as hereinafter provided in Paragraph II-D. County shall notify City 24 hours in advance of such a request.

II. OBLIGATIONS OF HIDALGO COUNTY

A. Rates for Disposal. Hidalgo County agrees to deliver to the Landfill for disposal all solid waste which is collected by the County from residents & commercial establishments. Individual vehicle net weight for billing shall be based on tare weight. Hidalgo County agrees to pay Edinburg the following sums for such disposal:

Waste Materials	$20.25 per ton
Tires identified from Hidalgo County's waste stream	$ 5.00 each

Class II, RACM, dry sludge's, or other regulated wastes for which Edinburg possesses TCEQ acceptance authorization may be accepted at a rate formally approved by letter of agreement by both entities.

B. Adjustments to Rates. Such rates may be adjusted to reflect any increase or decrease in the cost of operations. Such rate adjustments may occur every twelve (12)

months, on each anniversary date of this Agreement. Such rate adjustments shall be reflected by fluctuations in the Consumer Price Index ("CPI Index") for All Workers (All Items) as published by the U.S. Department of Labor, Bureau of Labor Statistics, National, and Fuel Adjustments ("All Items Index"). Beginning with year first (1) of this Agreement, and continuing every subsequent year during the term of this Agreement, the rates for disposal identified in Paragraph II.A, shall be adjusted based on the percentage change in the CPI Index pursuant to the fluctuation of the All Items Index. Additionally, such rate may be adjusted to reflect any changes in local, state or federal regulations governing the operation of the Landfill that become effective or is implemented after the execution and delivery of this Agreement, and any new taxation or extraordinary factors relevant to the operation of the landfill.

C. Transportation Costs. Hidalgo County shall pay all costs necessary to collect and transport the Waste Material to the Landfill.

D. Off-Hours Disposal. Hidalgo County shall pay Edinburg an amount per ton of Waste Material disposed of at the Landfill during off-hours at a rate equal to 120 percent of the normal contract rate in effect at such time. Off-hour rates would not be applicable under a natural disaster emergency, provided Edinburg has authorization from TCEQ for such emergency situation.

III. TIME OF BILLING AND PAYMENT

Edinburg shall bill Hidalgo County for all amounts due hereunder at the end of the month in which services are performed. Payment shall be made by Hidalgo County no later than thirty (30) days following receipt of said invoice.

IV. TERM OF AGREEMENT AND TERMINATION

A. Term. This Agreement shall be for an initial term of seven (7) years, effective on July 1, 2005, and shall continue in full-force and effect through Dec 31, 2012. This Agreement shall automatically be extended for an additional two-year term at mutually agreed upon rates, unless either party notifies the other party in writing, not less than sixty (60) days prior to the expiration of the Agreement term, of its intention to terminate this Agreement, at which time both parties shall have a minimum of two (2) years to effectively manage the impact of termination of this contract in order to project, arrange, and manage for the proper disposal of all municipal solid waste.

B. Termination. This Agreement may be terminated by either party without cause upon thirty (30) days written notice prior to the end of the original or any renewal term by mutual written agreement of the parties. This Agreement shall terminate automatically if: (1) the Landfill is filled to capacity; (2) for any reason whatsoever, Edinburg is permanently prevented from accepting Waste Material for disposal at the Landfill due to causes over which it has no control; or (3) Hidalgo County is prohibited by any federal or state law from disposing of Waste Material at the Landfill. Additionally, if Hidalgo County fails to promptly make payments for amounts due hereunder, or if either party shall violate any laws, ordinances or governmental regulations or materially breach any provisions of this Agreement, the non-breaching party may terminate this Agreement by giving written notice of default to the other party, and the defaulting party's failure to cure such default within 30 days after receipt of such notice (provided, if such default is of a nature that it cannot be cured within such 30 day period, the non-defaulting party shall not have the right to terminate this Agreement if the defaulting party commences the curing of such default within such 30 day period, and diligently pursues the curing thereof.

V. INSURANCE

A. Edinburg's Obligations. Edinburg shall maintain in continuous force and effect throughout the term of this Agreement public liability and property damage insurance in the minimum amount of $500,000 (with a deductible there under of not more than $250,000), covering the operation and maintenance of the Landfill. If requested, Edinburg shall furnish Hidalgo County with a certificate evidencing such insurance coverage. Edinburg shall notify Hidalgo County of the cancellation of or any material change in such insurance coverage.

B. Hidalgo County's Obligations. Hidalgo County shall maintain in continuous force and effect throughout the term of this Agreement public liability and property damage insurance in the amount of $500,000 (with a deductible there under of not more than $250,000), covering Hidalgo County's' transportation of the Waste Material. If requested, Hidalgo County shall furnish Edinburg with a certificate evidencing such insurance coverage. Hidalgo County shall notify Edinburg of the cancellation of or any material change in insurance policy.

VI. DEFENSE, HOLD HARMLESS AND INDEMNITY CLAUSE

A. General Indemnification. Edinburg and Hidalgo County agree that should an act and/or omission of either party cause or incur, directly or indirectly, damage, loss, destruction, liability or claims against the other party as a result of willful misconduct or negligence, the party who so acted or failed to act shall assume and pay for any and all defense in said matter, hold harmless and indemnify the other party from any and all loses, obligations, liabilities, causes of action, lawsuits, damages or assessments, as a result of said party's acts and/or omissions, including reasonable expenses and legal fees, to the extent caused by the negligent act or omission of such party.

B. Waste Material Indemnification. Hidalgo County agrees that in the event that it delivers or causes to be delivered to the Landfill any waste product excluded from the definition of Waste Material in Paragraph I-A, Hidalgo County shall assume and pay for all reasonable costs and expenses necessary to locate, isolate, remove from the Landfill and properly dispose of such waste. Further, Hidalgo County shall defend, indemnify, and hold harmless Edinburg from any and all losses, liabilities, damages, claims, penalties, fines or litigation expense arising from and caused by aforesaid described delivery of such excluded waste. This indemnification shall survive this Agreement and be enforceable as a separate agreement in the event such indemnification becomes necessary.

VII. INDEPENDENT STATUS

It is agreed and understood that each party hereto is considered an independent contractor.

Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed; either expressed or implied a joint venture or partnership.

VIII. FORCE MAJEURE

Except for the obligation to pay for services rendered, neither party hereto shall be liable for failure to perform hereunder due to contingencies beyond its control, including, but not limited to, strikes, riots, war, fire, acts of God, weather, compliance with any law, regulation or order, of the United States of America or any other governmental body or instrument thereof, whether now existing or hereafter created.

IX. GENERAL AND ADMINISTRATIVE PROVISIONS

A. Authority. Each party represents to the other that this Agreement, the transaction contemplated herein, and the execution and delivery hereof, has been duly authorized by all necessary proceedings and actions.

B. Time Limit. Time is of the essence of this Agreement; and accordingly, all time limits shall be strictly construed and enforced.

C. No Waiver. The failure or delay in the enforcement of the rights detailed therein shall not constitute a waiver of those rights or be considered as a basis for stopple. The parties may exercise their rights herein despite said delay or failure to enforce said rights.

D. Dispute or Contest. In the event that a dispute occurs or an action in law or equity arises out of the operation, construction or interpretation of this Agreement, the party prevailing shall be entitled to reasonable attorney's fees and cost arising there from.

E. Paragraph Headings. The paragraph headings used herein are descriptive only and shall have no legal force or effect whatsoever.

F. Choice of Law. This Agreement shall be governed by the laws of the State of Texas.

G. Severability and Survival. If any provision of this Agreement shall, for any reason, be held violative of any applicable law, and so much of the Agreement is held to be unenforceable, the invalidity of such a specific provision herein shall not be held to invalidate any other provisions herein, which other provisions shall remain in full force and effect, unless removal of the invalid provisions destroys the legitimate purposes of this Agreement, in which event this Agreement shall be terminated. The provisions of

paragraphs I-A, IV-B, V-A, V-B, VI-A, and VI-B, shall specifically survive the expiration or termination of this Agreement and any renewal thereof.

H. Notices. All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party to whom notice is to be given at the address set forth below or to such address as either party hereto may designate to the other by notice from time to time for this purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

X. ALTERNATE DISPUTE RESOLUTION

Neither party shall terminate this Agreement nor take any adverse action against the other party without first giving said party written notice of the Agreement violation or other problem and advising such party of the party's right to cure such problem within thirty (30) days of such notice. If the advised party corrects or cures the violation or problem within the specified thirty-day period, then neither violation nor adverse action related to this Agreement shall be incurred by the advising party.

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two weeks to a neutral, trained party for assistance in dispute resolution by means of non-binding mediation. If mediation efforts are unsuccessful, parties may resort to protecting their rights by litigation in district court.

XI. NEUTRAL PARTY

Said neutral third party should, if possible, be a local person with a background in dispute resolution and subject law. If the parties cannot agree on a neutral third party, then they shall submit the process to the American Arbitration Association for the selection of a neutral third party and the accomplishment of the dispute resolution, in accordance with its guidelines.

IN WITNESS WHEREOF, EXECUTED by Edinburg and Hidalgo County acting under the authority of their respective governing bodies in Duplicate Originals on the date indicated above.

CITY OF EDINBURG, TEXAS

BY: _____
Wendy Smith-Sturgis, City Manager

ATTEST:

BY: _____
Myra L. Ayala Garza, City Secretary

Approved by Commissioners' Court
on 5-3-05

HIDALGO COUNTY

BY: _____
RAMON GARCIA, COUNTY JUDGE

ATTEST:

_____
~~Juan D.~~ Salinas, III, County Clerk

APPROVED AS TO FORM:

BY: _____
Dan Rios, City Attorney

Approved on Commissioners' Court _____

APPROVED AS TO FORM
Atlas & Hall,L.L.P.

By. _____

AI-42105 **Purchasing Department 19. A. 3.**

CC REGULAR

Meeting Date: 12/10/2013

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Request by lessor, Triple R Medical Facilities (with recommendation from UCP Director to CC to approve) for additional days on the acceptance date of construction of the "Lease of Office Space for Urban County Program" with extension through end of December 2013 through project #C-13-177-07-23.

BACKGROUND

Article 1. Term- Acceptance of Lease was within 120 Days (Nov. 30, 2013). Lease office space will be available to move in by December 26, 2013.

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #:

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

BUDGETARY IMPACT:

NO Budgetary Impact

Attachments

Letter from Triple R Facilites

Ms. Serna's Recomendation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/06/2013 10:31 AM
Budget & Management	Debbie Tamez	12/06/2013 11:10 AM
Auditor's Office	Monica Badillo	12/06/2013 04:57 PM

Form Started By: Rocio Villarreal Started On: 12/04/2013 05:16 PM

Final Approval Date: 12/06/2013

Fwd: Lease of Office Space for Hid Co-Urban County Program

From : Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us> Thu, Dec 05, 2013 08:37 AM
Subject : Fwd: Lease of Office Space for Hid Co-Urban County Program
To : ROCIO VILLARREAL <rocio.villarreal@co.hidalgo.tx.us>

From: "Raul Medina" <alamodrugs@gmail.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Wednesday, December 4, 2013 7:58:23 PM
Subject: Re: Lease of Office Space for Hid Co-Urban County Program

Ms Villarreal,

Due to delays at the inception of the Hidalgo Urban County office space project the finish-out of the 7,200 sq. ft. space has not reached completion within the time specified under the contract. Currently we are approximately 90% complete and would like to request that Hidalgo County allow Triple R Medical Facilities an extension of time to complete the project in providing availability of office space. We are working diligently to finish within the month of December and the expected completion date is December 24, 2013.

If you have any questions concerning this project, please do not hesitate to contact me.

Thank you for your consideration.

Raul Medina RPh, MBA
President TRMF

Re: Lease of Office Space for Hid Co-Urban County Program

From : Diana Serna <diana.serna@co.hidalgo.tx.us> Thu, Dec 05, 2013 02:48 PM
Subject : Re: Lease of Office Space for Hid Co-Urban County Program
To : Martha Salazar <martha.salazar@co.hidalgo.tx.us>
Cc : Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>

I definitely recommend the extension. Our movers will move us on December 26 and December 27. Will I have to pay them the rent for the six days in December? I need to know so that I can have the lease payment processed on December 20th. Thanks.

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Cc: "Diana Serna" <diana.serna@ucp.co.hidalgo.tx.us>
Sent: Thursday, December 5, 2013 2:33:24 PM
Subject: Re: Lease of Office Space for Hid Co-Urban County Program

Ms. Diana:
Please advise us if you can recommend the extension as it is in the County's best interest to do so.
Thanks,
Marty

From: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
To: "Diana Serna" <diana.serna@ucp.co.hidalgo.tx.us>
Cc: "martha.salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Thursday, December 5, 2013 1:47:19 PM
Subject: Fwd: Lease of Office Space for Hid Co-Urban County Program

Ms. Serna:

Below is Mr. Medina's response on the delay of the construction completion.

Thank you.
Rocio

From: "Raul Medina" <alamodrugs@gmail.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Wednesday, December 4, 2013 7:58:23 PM
Subject: Re: Lease of Office Space for Hid Co-Urban County Program

Ms Villarreal,

Due to delays at the inception of the Hidalgo Urban County office space project the finish-out of the 7,200 sq. ft. space has not reached completion within the time specified under the contract. Currently we are

AI-42061 **Purchasing Department 19. B. 1.**

CC REGULAR

Meeting Date: 12/10/2013

Submitted For: Comm. Joseph Palacios, Pct. #4 **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting approval of a **professional architectural "on call" services agreement** with **RABA-KISTNER, INC**. for the purposes of Repairs/Renovations/Remodeling and/or Additions/Alterations on a "per project basis" for County owned Buildings/Structures located within Hidalgo County Precinct No. 4, through the forms of an AIA Agreement and as selected for negotiations through County's protocol under the "POOL" of Architects.

b. Requesting approval of a "professional engineering services" agreement with **L&G CONSULTING ENGINEERS, INC.** d/b/a **L&G ENGINEERING** for: "Professional Engineering Services" in connection to **Job Specific Project: Environmental Assessment, Public Involvement, Schematic and Hydrologic Design** for the **"FM 1925 (from FM 907 (Alamo Road) East to East of SH68 (Uresti Street)"** located within **Hidalgo County Precinct No. 4;**

c. Pursuant to Article 14 of the "professional engineering services" agreement with L&G CONSULTING ENGINEERS, INC. d/b/a L&G ENGINEERING, is requesting approval to engage the services of sub-contractor **(AMATERRA ENVIRONMENTAL, INC.)** with adherence to insurance provisions required by said article;

d. Requesting approval of **Work Authorization No. 1 ($ 549,575.00)** from **L&G CONSULTING ENGINEERS, INC.** d/b/a **L&G ENGINEERING** for Professional Engineering Services" in connection to **Job Specific Project**: **Environmental Assessment, Public Involvement, Schematic and Hydrologic Design** for the **"FM 1925 (from FM 907 (Alamo Road) East to East of SH68 (Uresti Street)"** located within **Hidalgo County Precinct No. 4.**

e. Requesting approval of a "professional surveying services agreement" with **ARANDA & ASSOCIATES, INC**. for the purposes of **(Job Specific)** "Surveying Services" for: **"BREWSTER PARK PROJECT"** located within Hidalgo County Precinct No. 4.

BACKGROUND

Professional Services Agreement - Raba Kistner Inc. - On Call - Architectural Services
Professional Services Agreement - L&G Engineering - Job Specific - FM 1925 Project
Work Authorization No.1 - L&G Engineering - FM 1925 Project w/Sub Letter for AmaTerra by L&G Eng
Professional Services Agreement - Aranda & Associates, Inc. - Job Specific Brewster Park
Legal's approval

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding source for Raba-Kistner (on call) Architect is on a per project basis within Hidalgo County Precinct No. 4

FISCAL YEAR: 2013 **ACCT. #:** 3-1303-431-00-124-XXX-0-841

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

BUDGETARY IMPACT:

Funding available pending CC approval of AI-42135.

FISCAL YEAR: 2013 **ACCT. #:** 3-1342-452-00-124-124-0-719

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

BUDGETARY IMPACT:

Funding available pending CC approval of AI-42146.

Attachments

Contract - Raba Kistner Inc - C-13-320-12-10 - Pct 4

Email-Apprvd by Legal

Contract #C-13-336-12-10-L&G Eng(Job Specific) FM 1925 Proj-Pct 4

Email-Apprvd by Legal-L&G Eng (FM 1925)Pct 4

WA#1-L&G Eng-C-13-336-12-10-Job Specific-FM 1925-Pct 4

Sub Letter (AmaTerra) frm L&G Eng (FM 1925) Pct 4

Contract # C-13-335-12-10-Aranda & Assoc Inc (Brewster Prk)-Pct 4

Email-Apprvd by Legal-Aranda

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/06/2013 04:34 PM
Budget & Management	Debbie Tamez	12/06/2013 04:39 PM
Auditor's Office	Monica Badillo	12/06/2013 04:57 PM

Form Started By: Letty Saenz Started On: 12/03/2013 05:12 PM

Final Approval Date: 12/06/2013

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-13-320-12-10

THIS CONTRACT is made and entered into this **10th** day of **December, 2013** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Raba-Kistner, Inc.** (the "Architect").

WHEREAS, Architect was selected from the County's pool of architects to provide **"on call"** architectural services for **Hidalgo County Precinct No. 4** for projects involving Remodeling, Alterations, Repairs and/or Additions to existing structures in accordance to Exhibit "A", Request for Qualifications ("RFQ") for Architectural Services; and

WHEREAS, this is a non-exclusive contract and the County is not precluded from retaining the services of other architects for projects within **Precinct No. 4** when, in the sole opinion of the County, it would be in the County's best interest to retain the services of another architect;

WHEREAS, on a project by project basis, County shall determine when the services of Architect are required (the"Services"), and shall provide project specifications (the "Specifications") to Architect for Architect's review and response.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Architect hereby agree that this Contract is entered into in order to provide the Services for Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Architect hereby promises to review the project as presented by County (on a per-project basis) and to submit to County within fourteen (14) days of receipt of the specifications (the "Specifictions"), a proposal. The proposal shall include, but not be limited to, the following: (1) fee structure for the project; (2) services included in the basic fee; (3) amount of, or basis for, compensation for additional services (including additional services that may arise during the course of the project and cost of Architect's consultants); and (4) cost for reimbursables (collectively the "Architect's Proposal");

3. County shall enter into negotiations with the Architect regarding the Architect's Proposal for the Services and should the parties reach an agreement, then the parties shall enter into an additional contract, specifically the AIA B101-2007 (as modified by County) and AIA A 201-2007 (as modified by County), in order to detail the Architect's and County's duties and responsibilities. However, if the parties are unsuccessful at reaching an agreement for any specific project, then the County may seek the services of other architects.

4. Architect agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

5. This Contract shall be for a period of **one (1) year**, commencing, **December 10, 2013** and expiring, **December 09, 2014,** unless this Contract is terminated pursuant to the provisions herein.

6. As a condition of this Contract, Architect shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any

authority during the term hereof to provide the Services for a particular project.

7. All trucks or vehicles operated by the Archtiect to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Architect who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

8. Architect shall provide insurance in force on all its vehicles and all its employees and shall require of all its sub-consultants to provide insurance in force on all their vehicles and all their employees connected with providing services under this Contract with the County as additional insured with the coverage and in the amounts described in the Specifications and shall furnish to County certificates of such insurance coverage in the Architect's Proposal.

9. Architect shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Architect under this Contract. Said indemnity shall cover any negligent act or failure to act by the Architect, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that

County has no supervision of the performance of the Services provided by Architect, and that Architect is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: County of Hidalgo
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Architect: Raba-Kistner, Inc.
Attn: Isidoro Arjona, P.E.,PMP/Vice President
800 East Hackberry
McAllen, Texas 78501

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

14. Any contract awarded to the Architect will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of Services or (c) terminated without cause by County subject to thirty (30) days written notice prior to cancellation.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon thirty (30) days written notice to Architect. County 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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903.

WITNESS our hands in duplicate originals this _____day of _____,

2013.

COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

ARCHITECT
RABA-KISTNER, INC.

By: _____

Printed Name: Isidoro Arjona
Title: P.E.,PMP / Vice President
Date: _____

Approved by Commissioner's Court on _____. 2013

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

EXHIBIT “A”

-REQUEST FOR QUALIFICATIONS (RFQ)
PROCUREMENT PACKET

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approve - Prof Svcs Contract #C-13-320-12-10-Raba Kistner, Inc - Pct 4

From : Steve Crain <scrain@atlashall.com> Wed, Dec 04, 2013 02:12 PM

Subject : RE: Review & Approve - Prof Svcs Contract #C-13-320-12-10-Raba Kistner, Inc - Pct 4

1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The revised contract is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, December 04, 2013 12:39 PM
To: Steve Crain
Cc: Marynel Trevino
Subject: Re: Review & Approve - Prof Svcs Contract #C-13-320-12-10-Raba Kistner, Inc - Pct 4
Importance: High

Good afternoon, Mr. Crain-

Please review and approve modified and corrected document (attached hereto) as recommended.

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P*(956) 318-2626* ***F****(956) 318-2629*
Email: *leticia.saenz@co.hidalgo.tx.us*

...DON'T WORRY...BE HAPPY...

From: "Steve Crain" <scrain@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Wednesday, December 4, 2013 8:21:31 AM
Subject: RE: Review & Approve - Prof Svcs Contract #C-13-320-12-10-Raba Kistner, Inc - Pct 4

In numbered paragraph 3 add) after as modified by County. In numbered paragraph 14 change award to "awarded".

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Tuesday, December 03, 2013 5:04 PM
To: Steve Crain; Marynel Trevino
Cc: Maria Lucio; Steven Cruz; Martha Salazar; Darlene H. Betancourt
Subject: Review & Approve - Prof Svcs Contract #C-13-320-12-10-Raba Kistner, Inc - Pct 4

Good afternoon, Mr. Crain-

Please review and approve as to form the attached **Professional Services Agreement# C-13-320-12-10 - Raba Kistner, Inc.** for the purposes of **"on call" Architectural Services** for: **Projects involving Remodeling, Alterations, Repairs and/or Additions to existing Structures** located within **Hidalgo County Precinct No. 4.**

***Note: will be placed on the next CC agenda for final approval.**

Please advise.

Thank you.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
***P**(956) 318-2626 **F**(956) 318-2629*
Email: leticia.saenz@co.hidalgo.tx.us

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-13-336-12-10

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **L & G Consulting Engineers Inc.** d/b/a **L & G Engineering**, Professional Engineers of **Mercedes, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services required for the preparation of the **Environmental Assessment, Public Involvement, Schematic and Hydrologic Design** for the **"FM 1925 (from FM 907 (Alamo Road) East to East of SH68 (Uresti Street)"** project for **Hidalgo County Precinct No. 4** hereinafter referred to as the **"Project".**

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A**" *Services to be Provided by the Owner*, attached hereto and made a part of this Agreement as identified in **EXHIBIT "B"-** Services to Provided by the Engineer, attached hereto and made a part of this agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement will be for a period of **one (1) year**, commencing, **December 10, 2013,** expiring, **December 9, 2014** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Enginee**r to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as

provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** 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 the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the

Owner and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to

date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and

approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"**-***Fee Schedule***, attached hereto and made a part of this Agreement. Payments to the

Engineer for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D**" - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner**

monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that

so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing

after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit

the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified

in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owne**r in writing, In the event the **Owne**r finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to

the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents**.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors,

executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the

public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such

inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering

practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Enginee**r to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from

any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer'**s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer'**s performance of procurement services hereunder, if any, the **Enginee**r use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed

sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Enginee**r, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the

Engineer or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas")**

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20*** herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance **(*Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum

and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER	**ENGINEER**
Hidalgo County	L & G Consulting Engineers , Inc.
1615 S. Closner, Suite J	2100 West Expressway 83
Edinburg, Texas 78539	Mercedes, Texas 78570

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on

the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, **2013.**

ENGINEER:
L & G CONSULTING ENGINEERS INC.
d/b/a **L & G ENGINEERING**

BY: _____
Jacinto Garza, P.E./President

OWNER:
HIDALGO COUNTY

BY:_____
Hon. Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

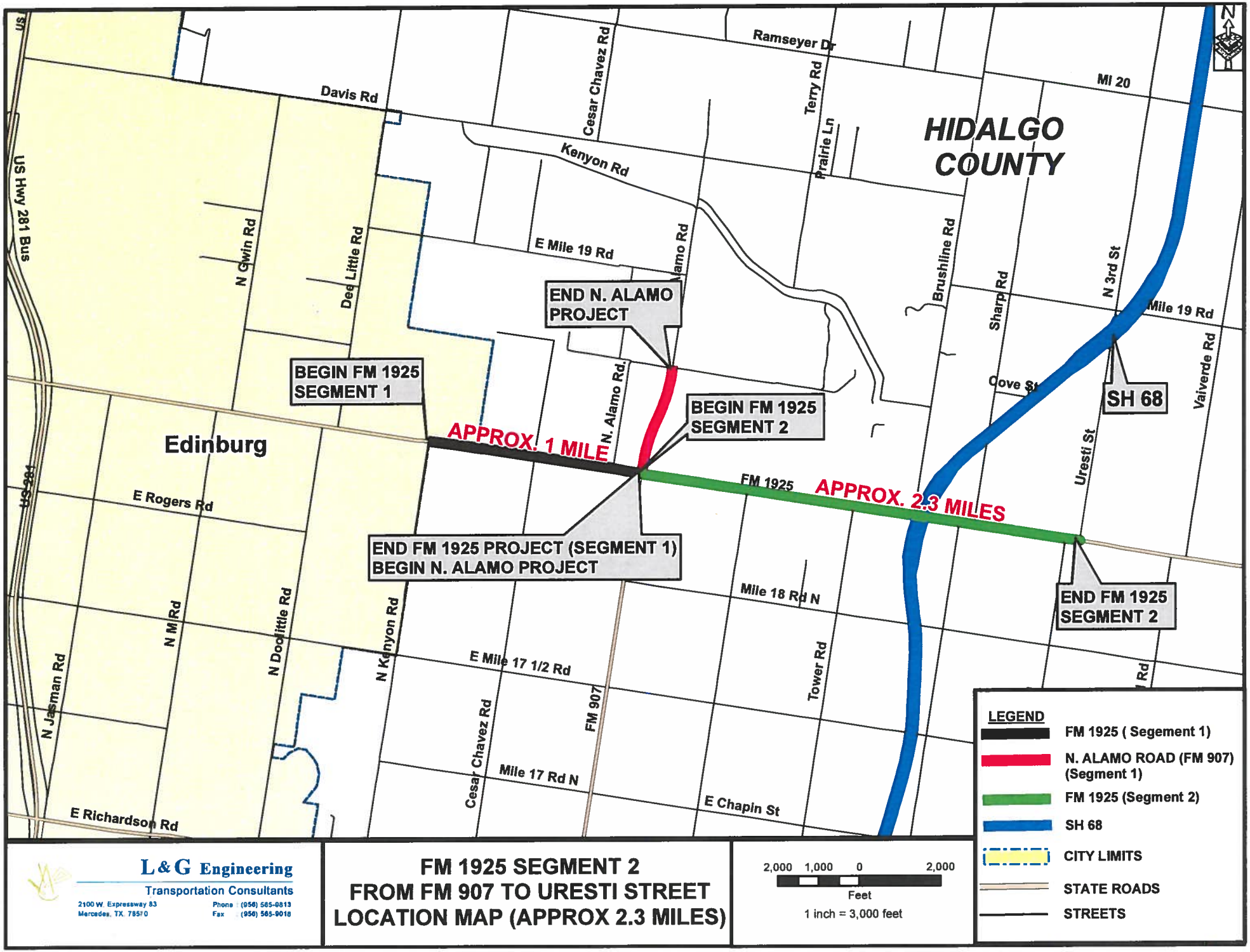
Approved on Commissioners' Court: _____, 2013

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

ATTACHMENTS:

LOCATION MAP
EXHIBIT A –Scope of Services to be provided by the Owner
EXHIBIT B –Scope of Services to be provided by the Engineer
EXHIBIT C –Work Schedule
EXHIBIT D –Contract Rates
EXHIBIT D1 – Fee Schedule
EXHIBIT E –Work Authorization Form
EXHIBIT F –Supplemental Agreement Form
EXHIBIT G –Certificate of Insurance (*Hidalgo County)*



L&G Engineering
Transportation Consultants
2100 W. Expressway 83
Mercedes, TX 78570
Phone (956) 565-0813
Fax (956) 565-9018

FM 1925 SEGMENT 2 FROM FM 907 TO URESTI STREET LOCATION MAP (APPROX 2.3 MILES)

EXHIBIT "A"

Services to be provided by the County

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

4. The County will provide a Purchase Order and process all acceptable requests for payment in a timely manner.

5. The Work Authorization will identify the Notice to Proceed date.

GENERAL INSTRUCTIONS

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean the Hidalgo County.

PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

CONTROL: _____

PROJECT/DESCRIPTION: Professional Engineering Services

LENGTH: VARIABLE

HIGHWAY: FM 1925

LIMITS: from FM 907 (ALAMO ROAD) EAST TO URESTI STREET

EXISTING FACILITY

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
_X_ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

NOTES

ROUTE AND DESIGN STUDIES

(Function Code 110)

Services Provided By: ENGINEER	COUNTY	
___	___	1. Route Location Studies*
___	___	2. Level of Service Analysis
___	___	3. Traffic Evaluations and Projections
___	___	4. Develop Roadway Design Criteria
___	___	5. Preliminary Cost Estimates
___	___	6. Design Schematic (See Section 7, page 7-1 for schematic layout requirements)
___	___	7. Preliminary Right-of-Way Requirements
___	___	8. Design Concept Conference
		9. Soil Core Hole Drilling
___	___	a. Pavement (See Section 7, pages 7-3 thru 7-4 for requirements)
___	___	b. Retaining Walls (See Section 10, page 10-1 thru 10-2 for requirements)
___	___	c. Miscellaneous Structures (See Section 10, page 10-4 for requirements)
___	___	d. Bridges (See Section 11, page 11-3 for requirements)

* The Phase I or better survey for hazardous material should be included as a determining factor of route selection. Projects which do not require additional right of way should be considered separately from an expansion or new location.

NOTES
SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Function Code 120)

Services Provided By:
ENGINEER COUNTY

1. Environmental Reports
All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
   a. Environmental Assessments
   ___ ___ (1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
   ___ ___ (2) An Environmental Assessment shall be prepared, anticipating a Finding of No Significant Impact.
   ___ ___ (3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
   b. Environmental Impact Statement
   ___ ___ (1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
   ___ ___ (2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.

2. Public Involvement
All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
   ___ ___ a. A public involvement meeting(s)/hearing(s) shall be scheduled, coordinated and conducted.*
   ___ ___ b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contracts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the COUNTY, shall be provided.

3. Cultural Resources
___ ___ Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the COUNTY.
   ___ ___ a. Historic Structure Studies
   A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
   b. Archeological Studies
   ___ ___ (1) Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
   ___ ___ (2) Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
   ___ ___ (3) Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

Services Provided By:
ENGINEER COUNTY

4. Noise and Air Quality Analyses

___ ___ a. Noise Analysis
A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis report shall be prepared and submitted to TxDOT for review and results shall be made part of the administratively complete document.

___ ___ b. Air Quality Analysis
An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be included in the administratively complete document for the project.

___ ___ 5. Ecological Investigations
A wetland survey and if necessary, a wetland delineation shall be conducted and a "wetland finding" shall be provided if necessary.

A determination should be made if there are potential federally listed endangered or threatened species that could be impacted. The District will be notified as soon as possible that Section 7 or 10 consultations may be required. Supporting data will be furnished to the district when consultation with the U.S. Fish and Wildlife Service is undertaken.

___ ___ 6. Hazardous Materials
The consultant shall prepare a Hazardous Materials Technical report shall be submitted to TxDOT for review and approval. The results shall be made part of the administratively complete document perform an Environmental Site Assessment for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).

___ ___ 7. General Guidelines for Preparation of Environmental Documents

a. The Biological Impact Evaluation Report shall be prepared and submitted electronically to TxDOT.
b. All cultural resource reports (i.e. Archeological and Historical Project Coordination Requests (PCRs), background and reconnaissance surveys) will be submitted electronically to TxDOT.
c. The draft administratively complete document will be submitted to TxDOT electronically through their FTP site.
d. The administratively complete document will be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A and the TxDOT Administrative Code 43 TAC §2.44.
e. The administratively complete document will be submitted to TxDOT electronically through their FTP site.
f. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client, one (1) hardcopy to the district, and (3) hardcopies to TxDOT ENV.
g. Exhibits in the administratively complete document shall be color copies and text shall be black and white.

RIGHT-OF-WAY DATA
(Function Code 130)

Services Provided By: ENGINEER	COUNTY	
		NOTE: No work involving right-of-way (ROW) data is to be performed until the COUNTY has given the ENGINEER written approval of the final location of the proposed ROW lines as approved by TxDOT.
___	___	1. Ownership Data in a .dgn file a. The entire project limits. b. Compensable utility ownership that has property rights on ROW shall be researched and provided. c. For each drainage outfall property d. For each irrigation structure pipe.
___	___	2. Parcel plats & Right-of-Way Map a. A ROW map, parcel plats and field notes shall be prepared and furnished. b. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS). c. ROW map must depict all improvements affecting ROW.
___	___	3. Utilities (Compensable) a. Property ownership with recording information shall be shown on ROW Map and Parcel Plats with distance ties to property corners in an effort to locate utility.
___	___	4. Field Notes a. Field notes and plats, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map b. Computation Sheets for Survey Closure and Area for Each Parcel. c. Ground surveys and preparation of parcel maps, legal descriptions, and right of way maps.
___	___	5. Survey and Stake Right-of-Way
___	___	6. Records as Required by the County and State a. Records used to establish ownership
___	___	7. General Guidelines for Preparation of Right-of-Way Maps *(Sample ROW Maps and Parcel Plats and field notes attached)* **GENERAL SPECIFICATIONS** a. All data submitted by the surveyor will be legible, organized and well documented. b. The surveyor shall provide temporary signs and shall control traffic near surveying operations adequately to comply with provisions of the MUTCD; a copy of which the Surveyor acknowledges has been furnished to him. All signs, flags, and safety equipment are to be provided by the surveyor. c. Permission to enter private property for surveying (Right-Of-Entry) shall be the sole responsibility of the surveyor. d. The surveyor will be held responsible for the correctness of his services. The surveyor will be responsible for the completion of his services. e. The surveyor will be required to complete the attached "Right-of-Way Map Checklist" and submit along with the completed R.O.W. map. All requirements of attached R.O.W. map checklist must be complete, accurate and also considered to be essential and is a part of this contract.

PROJECT SPECIFIC SCOPE OF SERVICES

FC 130 – RIGHT-OF-WAY DATA – Abstract analysis, development of ROW Map sheets including parcel plats and field notes with Metes & Bounds field descriptions, and Title Commitments.

FC 150 – FIELD SURVEYING FOR PARCEL MAPPING – Recover horizontal & vertical control, locate and field tie existing ROW and boundary corners. Update topography, and reestablish corners for ROW map revisions.

SURVEYING SCOPE OF SERVICES FOR PARCEL MAPPING

FC 130 – RIGHT-OF-WAY DATA

Right-of-Way Documents - The SURVEYOR will utilize State examples and provide the following:

GENERAL

a. Abstracting: The SURVEYOR will determine Ownership Data.
b. Prepare individual parcel maps and field notes as needed to properly describe the right-of-way the State is to acquire.
c. All procedures involving right-of-way maps will be in accordance with the STATE'S Right-of-Way Book I and Book II, the State's local operating procedures and according to the Texas Board of Professional Land Surveying Practices Act.
d. All required documents will be in English units.
e. The SURVEYOR will monument all corners with a 5/8 inch iron rod with a Surveyor's plastic cap on all parcel boundary corners.
f. The SURVEYOR will provide to the STATE a copy of Instruments of Record.
g. The SURVEYOR will attach graphics files compatible with the latest version of Micro-Station graphics software.
h. The SURVEYOR will attach documents or text files compatible with the latest version of Word software.

PARCEL PLATS

a. A parcel plat will be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR will request and secure for all purposes
b. Parcel boundary lines will be delineated with appropriate bearings, distances, and curve data.
c. Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.
d. League lines and survey lines will be shown and identified by name and abstract number.
e. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
f. Monumentation set or found will be shown and described as to material and size.
g. A station and offset will be shown for each PC, PT, and angle point in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.
h. Intersecting streets will be shown and identified by name and right-of-way width.
i. A parent tract inset will be shown for each parent tract.
j. A note will be included on each map sheet stating the basis of bearings, coordinates, and datum used.
k. Appropriate notes will be included on the title sheet stating the following:
a. Month(s) and year abstracting was performed upon which the map is based.
b. Month(s) and year field surveys were conducted upon which the map is based.
c. Month and year map was completed by the SURVEYOR.
l. The right-of-way account number and R.O.W. CSJ if available will be shown on each parcel map sheet.

m. All parcel maps should be 8-1/2" x 11" signed and sealed by a Registered Professional Land Surveyor and note referencing legal description.
n. The acreage of the part taken should be shown to three decimal places, rounded.

FIELD NOTE DESCRIPTIONS

A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:

a. The field note description will begin with a general description that will include, as a minimum:
   (1) State, county, and city within which the proposed parcel of land to be acquired is located.
   (2) A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
   (3) A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.

b. The field note description will continue with a metes and bounds description that will include, as a minimum:
   (1) A point of commencing (outside property corner).
   (2) A point of beginning on proposed R.O.W. line.
   (3) A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   (4) A description (8-1/2" x 11") of all monumentation set or found to include, as a minimum, size and material.
   (5) All field note descriptions will be signed and sealed by a Registered Professional Land Surveyor.
   (6) Note referencing parcel plat.

PHARR DISTRICT
ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
TXDOT Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects. Pharr District ROW will not accept project without this checklist.)

MAP

GENERAL

___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Microstation and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

TITLE SHEET REQUIREMENTS

___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJ's
___ List all Major Utilities from Station to Station

INDIVIDUAL MAP SHEET REQUIREMENTS

___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

EXISTING INFORMATION

___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways

___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*
___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines
___ Property descriptions i.e., lot, block, tract, subdivision, etc…
___ Identify existing and proposed access denial locations *(if applicable)*

PROPOSED INFORMATION
___ Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc…
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc...
___ Math checked on remainder

IMPROVEMENTS
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

UTILITIES
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

**** DO NOT SEAL MAP***

FIELD NOTES HEADING
___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

GENERAL DESCRIPTION OR "PREAMBLE"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels

PARENT TRACT DATA IS SHOWN
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

BEGINNING DESCRIPTION
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

PARTICULAR DESCRIPTION

___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

CLOSING DESCRIPTION

___ Last call leads back to P.O.B.
___ Restates area of parcel
___ Establishes taking in existing road R.O.W. *(if applicable)*
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH

___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET

___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. *(if applicable)*
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

FIELD SURVEYING AND PHOTOGRAMMETRY

(Function Code 150)

Services Provided By: ENGINEER	COUNTY	
		1. Field Surveying
___	___	a. Primary Project Control – 3 to 5 miles spacing Precision shall be 1 part in 20,000 or better, unless otherwise directed by the District Engineer. (1) Establish horizontal control points (2) Establish vertical control points NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE. ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960
___	___	b. Secondary Project Control – Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans. • No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer. • The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds. • The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.) • The unadjusted vertical error should not exceed 0.03 foot per mile of traverse. (1) Project control base lines
___	___	(2) Photogrammetric ground control
___	___	(a) Establish horizontal control
___	___	(b) Establish vertical control points
___	___	(c) Place and maintain control point targets
___	___	c. Other Field Surveying (1) **The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x, y, z for each Benchmark. Provide a BM along each outfall identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide an H&V Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically. (2) Complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project. (3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer. (4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D). (5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.

Services Provided By: ENGINEER	COUNTY	
___	___	c. Other Field Surveying *(continued)*
		(6) The Surveyor shall also paint the proposed centerline on the existing pavement as approved by Engineer. (500-ft stations and a tick mark at 100 ft. stations –12 inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.
		(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.
		(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout.
		(9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.
___	___	(10) Tie to existing underground and overhead utilities (location, elevation and direction) Horizontally – The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down. Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.
___	___	(11) Additional Field Surveying as shown below: (a) IRRIGATION LINES – The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide Field Books to the engineer. (b) OUTFALLS – The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on the Hydrologic Map.
		(12) Driveways and Turnouts (a) Inventory commercial entrances, public roads and side streets separately. (b) Obtain centerline station. (Width at ROW, PAV'T and existing radius. (c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. (d) Obtain width at R.O.W. line. (e) Obtain elevations at both edges of the driveway or turnout in line with the side drain.
___	___	(13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)
___	___	(14) Soil core hole staking.
___	___	(15) Determine changes in topography from voids and outdated maps due to development, erosion, etc.
___	___	(16) Profiles of existing drainage facilities.
___	___	(17) Measurement of hydraulic opening under existing bridges.
___	___	(18) Obtain elevations of manholes and valves of utilities

Services Provided By: ENGINEER	COUNTY	
		c. Other Field Surveying *(continued)*
___	___	(19) Provide temporary signs, traffic control, flags, safety equipment, etc.
___	___	(20) Ties to existing bridges or culverts that may conflict with new construction.
___	___	(21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
___	___	(22) Inventory signs, mailboxes, and driveways
___	___	(23) Survey controlled data sheets per TxDOT guidelines.
___	___	2. Photogrammetric Products
		a. Uncontrolled Photography
		(1) Contact Prints
		(2) Mosaics
		(3) Digital ortho plots
		b. Mapping
		(1) Planimetric Maps
		(2) Contour Maps
		(3) Cross Sections
		(4) Profiles
		(5) Digital Terrain Models (DTM)

ROADWAY DESIGN CONTROLS

(Function Code 160)

Services Provided By:
ENGINEER COUNTY

1. Geometric Design
   a. Horizontal and Vertical Alignment
   b. Schematic Layout
      (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
      (2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
      (3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
      (4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
      (5) The tentative ROW limits.
         (a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
         (b) Provide a graphics file containing the approved schematic.
      (6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
      (7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
      (8) The control of access lines if Interstate or designated under House Bill 179.
      (9) Direction of traffic flow on all roadways.
      (10) Location and width of median openings for highway without access control.
      (11) The geometric of speed change (acceleration, deceleration, climbing) lanes.

2. General Guidelines for Project Development
   a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
   b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
   c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
   d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

Services Provided By:
ENGINEER COUNTY

2. General Guidelines for Project Development *(continued)*
   e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
   f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.
   g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
   h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**

3. Exhibit for Airway/Highway Clearance Permits

4. Grading Design
   a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
   b. Typical Sections
   c. Design Cross Sections
   d. Determine Cut and Fill Quantities
   e. Slope Stability Analysis
   f. Embankment Foundation Stability Analysis
   g. Embankment Settlement Analysis

5. Pavement Design
   a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
   b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
   c. Embankment and Subgrade
      (1) Soil Core Holes (Show cost estimate with Function Code 110)
         (a) Along center line
         (b) Along center line of each roadway

         The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)

Services Provided By:	
ENGINEER	COUNTY
___	___
___	___
___	___
___	___
___	___
___	___
___	___
___	___

5. Pavement Design *(continued)*
   c. Embankment and Subgrade *(continued)*
      (2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
   d. Traffic Data for Pavement Design by STATE
   e. Basic Design Criteria
   f. Life Cycle Cost Analysis(es)
   g. Cost Data
   h. Pavement Material Properties
   i. Rehabilitation Investigations
      (1) Core Hole Survey (Show cost estimate with Function Code 110)
         (a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

DRAINAGE
(Function Code 161)

Services Provided By: ENGINEER	COUNTY	
		All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the COUNTY.
		1. Hydrologic Studies, Discharges
___	___	a. Drainage area maps showing existing conditions and proposed improvements.
___	___	b. Hydrologic data/discharge determination
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations
___	___	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
___	___	(2) Storm water detention required outside the ROW (as per HCDD#1)
___	___	(3) Culverts
___	___	(4) Bridge waterways
___	___	(5) Channels
___	___	(6) Storm sewers/inlets
___	___	(7) Pump stations
___	___	(8) Storm Water Management facilities
___	___	(9) Other
		(a) Irrigation Canals/Siphons
___	___	b. Hydraulic report(s)
___	___	c. Federal Emergency Management Agency (FEMA) floodway requirements
___	___	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted
		3. Layout, Structural Design and Detailing of Drainage Features
		a. Culverts
___	___	(1) New culverts
___	___	(2) Culvert widening and/or lengthening
___	___	(3) Culvert replacements
		b. Storm sewers
___	___	(1) New storm sewers
___	___	(2) Modify existing storm sewers
___	___	(3) Inlets
___	___	(4) Manholes
___	___	(5) Trunk lines
		c. Pump stations
___	___	d. Subsurface drainage at retaining walls
___	___	e. Outfall channel(s) within the ROW
___	___	f. Outfall channel(s) outside the ROW
___	___	g. Detention Pond(s) within the ROW
___	___	h. Detention Pond(s) outside the ROW
___	___	i. Summary of Quantities
___	___	j. Storm Water Management facilities
___	___	4. Storm Water Pollution Prevention Plan (SW3P)
___	___	5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170.

SIGNING, MARKINGS AND SIGNALIZATION

(Function Code 162)

Services Provided By: ENGINEER	COUNTY	
___	___	1. Signing and Markings Layout a. Requirements (Separate Layout) (1) Roadway layout (2) Center line with station numbering (3) ROW lines (4) Culverts and other structures that present a hazard to traffic (5) Location of utilities, if not shown on plan and profile (6) Existing signs to remain, to be removed, to be relocated (7) Proposed signs (illustrated and numbered) (8) Existing overhead sign bridges to remain, to be revised, removed or relocated (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout) (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation (12) Quantities of existing pavement markings to be removed (13) Proposed delineators and object markers b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided: (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes (4) The projected traffic volumes as provided by the STATE (20 year traffic projection, unless otherwise determined by the District Engineer) (5) Tentative ROW limits (6) Direction of traffic flow on all roadways (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
___	___	2. Summary of Small Signs Tabulation
___	___	3. Summary of Large Signs Tabulation including all Guide Signs
___	___	4. Sign Detail Sheets a. All signs except route markers b. Design details for large guide signs c. Dimensions of letters, shields, borders, corner radii etc. d. Designation of shields attached to guide signs e. Designation of arrow used on exit direction signs

Services Provided By:
ENGINEER COUNTY

5. Traffic Signals
   a. Development of Justification (Warrant) Data
      (1) Location Map
      Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
      (2) Photographs as appropriate
      (3) Accident data as appropriate
      (4) Vehicle volumes (provided by TxDOT)
         (a) Existing
         (b) Estimated
         (c) Projected
         (d) Pedestrian
      (5) Traffic Survey - Count Analysis
      (6) Recommendation based on above data

   b. Layout
      (1) Title Sheet (when applicable)
         (a) Describe the location
         (b) Type of installation
         (c) Area map with project limits for each location
         (d) Index of sheets
         (e) Space for official signatures
      (2) Estimate and quantity sheet (when applicable)
         (a) List of all bid items
         (b) Bid item quantities
         (c) Specification item number
         (d) Paid item description and unit of measure
      (3) Basis of estimate sheet (list of materials)
      (4) General notes and specification data sheet
      (5) Condition diagram
         (a) Highway and intersection design features
         (b) Roadside development
         (c) Traffic control including illumination
      (6) Plan sheet(s)
         (a) Existing traffic control that will remain (signs and markings)
         (b) Existing utilities
         (c) Proposed highway improvements
         (d) Proposed installation
         (e) Proposed additional traffic controls
         (f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
         (g) Proposed illumination attached to signal poles.
      (7) Notes for plan layout
      (8) Elevation sheet(s) (span wire design)
      (9) Phase sequence diagram(s)
         (a) Signal locations
         (b) Signal indications
         (c) Phase diagram
         (d) Signal sequence table
         (e) Flashing operation (normal and emergency)
         (f) Preemption operation (when applicable)
         (g) Interval timing, cycle length and offset

Services Provided By: ENGINEER	COUNTY	
		5. Traffic Signals *(continued)*
___	___	b. Layout *(continued)*
		(10) Construction detail sheets(s)
		(a) Poles (TxDOT standard sheets)
		(b) Detectors
		(c) Pull Box and conduit layout
		(d) Controller Foundation standard sheet
		(11) Marking details (when applicable)
		(12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions
		(13) Aerial or underground interconnect details (when applicable)
		c. General Requirements
		(1) Contact local utility company
___	___	(a) Confirm power source
___	___	(b) Discuss route of aerial or underground interconnect cable (when applicable)
___	___	(c) Adjustment of overhead utility lines
___	___	(2) Prepare governing specifications and special provisions list
___	___	(3) Prepare project estimate
___	___	d. Summary of Quantities

MISCELLANEOUS (ROADWAY)

(Function Code 163)

Services Provided By: ENGINEER	COUNTY	
		1. Retaining Walls
		a. Structural Details
___	___	(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
___	___	(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
___	___	(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b. Alternate Patented Retaining Walls at all locations. (Layouts Only)**
___	___	(1) Mechanically Stabilized Earth
___	___	(2) Concrete Block Wall Systems
___	___	c. Retaining Wall Layout (PLAN)
		(1) Designation of reference line
		(2) Beginning and ending retaining wall stations
		(3) Station of each retaining wall joint***
		(4) Offset from reference line
		(5) Horizontal curve data
		(6) Number of retaining wall panels and lengths***
		(7) Total length of wall
		(8) Indicate face of wall
		(9) All wall dimensions and alignment relations (alignment data as necessary)
		(10) Soil core hole locations
___	___	d. Retaining Wall Layout (ELEVATION)
		(1) Top of wall elevations at each joint or intervals***
		(2) Existing and finished ground line elevations
		(3) Height of stem at each joint***
		(4) Wall panel designations***
		(5) Top of footing elevations***
		(6) Limits of measurement for payment****
		(7) Type, limits and anchorage details of railing (If applicable)
		(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
___	___	e. Foundation Studies (Show cost estimate with Function Code 110)
___	___	(1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
___	___	f. Stability Analysis (the ENGINEER shall estimate this task as part of his bid to complete the work).
___	___	g. Estimate
___	___	h. Summary of Quantities
___	___	i. Typical X-section.
___	___	j. General Guidelines for Retaining Walls
		(1) The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
		(2) The ground water level should be observed at the water strike.
		(3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
		(4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

Services Provided By:
ENGINEER COUNTY

2. Traffic Control Plan, Detours and Sequence of Construction
Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts:
   a. The sequence of construction and method of handling traffic during each phase.
   b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.
   c. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence.
   d. Where detours are provided, typical cross sections shall be shown.
   e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.

3. Illumination
   a. Preliminary Roadway Illumination Layout and Circuit Layout
      (1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following:
         (a) The location of interchanges, main lanes, grade separations, frontage roads and ramps
         (b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
         (c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes
         (d) The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer)
         (e) Tentative ROW limits
         (f) Direction of traffic flow on all roadways
         (g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
   b. Final Roadway Illumination and Electrical Circuit Layouts
      (1) Roadway layout showing pavement edges, shoulders, curbs, retaining walls, etc.
      (2) Center line with station numbering.
      (3) ROW lines.
      (4) Symbol legend. Use department standard symbols for lighting and electrical.
      (5) Culverts and other structures that present a hazard to traffic.
      (6) Location of underground utilities, if not shown on plan profile.
      (7) Location of overhead electrical lines, both crossing and parallel to ROW.
      (8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated.
      (9) Existing service poles, electrical circuits, ground boxes, etc.
      (10) Contact electric utility for service pole locations, voltage characteristics.
      (11) Location of proposed sign lighting circuits and roadway illumination.
      (12) Proposed electrical circuits.
      (13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.

Services Provided By: ENGINEER	COUNTY	
		3. Illumination *(continued)*
___	___	c. General Guidelines for Illumination (If applicable) The ENGINEER shall submit to the COUNTY, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the STATE. Two copies of the layout sheets are to be submitted. One copy will be returned to the Engineer showing corrections that are to be made by the ENGINEER. When final plan submission is made, the ENGINEER shall provide a written statement regarding completion of the corrections.
		4. Miscellaneous Drafting/Standards
___	___	a. Erosion Control
___	___	b. Landscape Development
___	___	5. Compute and Tabulate Quantities
___	___	6. Special Utility Details (Irrigation lines)
		7. Miscellaneous Structures
		a. Type of Structure*
		(1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
___	___	(a) New O.S.B. structure(s)
___	___	(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
___	___	(2) High Mast Illumination Poles (HMIP)
___	___	(3) Traffic Signal Supports
___	___	(4) Conventional Illumination Poles
___	___	(5) Sound Barrier Walls
___	___	b. Checklist for Layouts
		(1) Reference appropriate O.S.B. standard
		(2) Drilled shaft size and length
		(3) Soil strength used for design {indicate basis and boring(s) used}
		(4) Design height
		(5) Tower heights
		(6) Leg spacings
		(7) Design wind speed
___	___	c. Foundation Studies (Show cost estimate with Function Code 110) The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8. Agreements
___	___	a. Utility Agreements
___	___	b. Exhibits for Utility Agreements
___	___	c. Railroad Agreements
		d. Railroad Exhibits
___	___	(1) Railroad Underpasses
___	___	(2) Railroad Overpasses
___	___	(3) Railroad Grade Crossing (Replanking)
___	___	(4) Railroad Grade Crossing Warning Systems (Signals)
___	___	(5) Other Miscellaneous Sketches for Railroads
___	___	e. Traffic Signal Agreements
___	___	f. Exhibits for Traffic Signal Agreements
___	___	9. Estimate
___	___	10. Specifications and General Notes

BRIDGE DESIGN
(Function Code 170)

Services Provided By: ENGINEER	COUNTY		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
___	___	(1) Underpass(es)	
___	___	(2) Overpass(es)	
___	___	(3) Main Lanes	____
___	___	(4) Direct Connector(s)	____
___	___	(5) Ramp Bridge(s)	____
___	___	(6) Waterway Structure(s)**	____
___	___	(7) Pedestrian Structure(s)	____
___	___	(8) Utility Structure(s)	____
___	___	(9) Railroad Underpass(es)	____
___	___	(10) Railroad Overpass(es)	____
___	___	(11) Bridge Classification Culvert(s)**	____
___	___	(11) Alternate Structural Designs	____
___	___	(12) Alternate Foundation Design	____
		Total New Structures =	
		b. Existing Structure(s)	____
___	___	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	
___	___	(2) Bridge Replacement	____
___	___	(3) Raising Bridge Elevation	____
___	___	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	____
___	___	(5) Railroad Overpass(es)	____
___	___	(6) Railroad Underpass(es)	____
		Total Existing Structures =	____

* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the ENGINEER should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

Services Provided By:
ENGINEER COUNTY

___ ___ 2. Preparation of Bridge Layouts (each bridge)

a. Bridge Layouts (PLAN)
   (1) Horizontal curve information or bearing of centerline.
   (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
   (3) Bearing of center line or reference line.
   (4) Skew angle(s).
   (5) Slope for header banks and approach fills.
   (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
   (7) Approach pavement and crown width.
   (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
   (9) Approach slab and curb returns.
   (10) Limits and type of riprap.
   (11) Proposed features under structure.
   (12) Location of profile grade line.
   (13) North arrow.
   (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
   (15) Cross slope and super elevation data.
   (16) Minimum horizontal clearances when applicable.
      (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
   (17) Location of soil core holes (station and offset), shown on layout.
   (18) Bent stations and bearings.
   (19) Retaining wall locations.
   (20) Traffic flow directional arrows.
   (21) Railing types shown.
   (22) Joint types and seal size, if used.
   (23) Beam line numbers consistent with span details.
   (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
   (25) Bearings of utilities.

b. Bridge Layouts (ELEVATION)
   (1) Type of foundation.
   (2) Finished grade elevations at beginning and end of bridge.
   (3) Overall length of structure.
   (4) Length, type of spans and units.
   (5) Type of railing.
   (6) Minimum calculated vertical clearance(s).
   (7) Existing and proposed ground lines clearly marked.
   (8) Grid elevations and stations.
   (9) Bent numbers encircled.
   (10) Stationing of bridge compatible with grid stations.
   (11) Standard title.
   (12) Profile grade data.
   (13) Type of riprap.
   (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
   (15) Fixed/expansion condition of all bents.
   (16) Column "H" heights.
   (17) Number, size and length of foundations.

Services Provided By:
ENGINEER COUNTY

2. Preparation of Bridge Layouts (each bridge) *(continued)*
   c. Additional layout requirements for waterway structures and bridge classification culverts.
      (1) Design and 100-year peak discharges.
      (2) Design and 100-year high water (HW) (Recorded HW and date if available)
      (3) Natural and through-bridge velocities for design and 100-year floods.
      (4) Calculated backwater for design and 100-year floods.
      (5) Direction of flow for waterway crossings.
      (6) Contours for water crossing.

3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
4. Foundation Studies (Show cost estimate with Function Code 110)
   The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).
5. Bridge Total Quantities and Cost Estimates (each bridge)
6. Bridge Special Provisions and Specifications (each bridge)
7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.
8. General Guidelines for Bridge Design
   a. The ENGINEER shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.**

      Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following:

      - TxDOT Design Division, when applicable:
        - Railroad Companies
        - FHWA
        - U.S. Army Corps of Engineers
        - U.S. Coast Guard
        - Bureau of Reclamation
        - Texas Parks and Wildlife
        - Others

      Therefore, the bridge layout should be submitted at the earliest possible date and the ENGINEER's design schedule should reflect this.

   b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design.

   c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

Services
Provided By:
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8. General Guidelines for Bridge Design *(continued)*

d. The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The ENGINEER shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**

e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.

f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the ENGINEER upon request. These standards shall not be redrawn by the ENGINEER nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the ENGINEER shall not be identified as standards.

h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.

i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.

j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.

k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

CONSTRUCTION PHASE SERVICES
(Function Code 320)

Services Provided By:
ENGINEER COUNTY

___ ___ **CONSTRUCTION MANAGEMENT SERVICES:**

The ENGINEER will provide engineering, geotechnical testing and support services for and during the construction of the Project or portions of the Project approved by the COUNTY. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

Construction Bidding:

1) The ENGINEER will furnish the COUNTY the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The ENGINEER will assist the COUNTY on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

Construction Contract Administration and Inspection:

3) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the COUNTY and act as the COUNTY's representative as provided in the General Condition of the Construction Contract.

4) The ENGINEER will coordinate and conduct a pre-construction conference (if required).

5) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

6) Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the COUNTY for the preparation of the monthly and final estimates for payment to the Contractor.

7) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:

   a) Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

   b) Resident Engineer and/or Construction Inspector(s). The ENGINEER will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to TxDOT's PS&E specifications.

Miscellaneous Technical Activities:

8) Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.

9) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

   a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

   b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

10) Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the COUNTY.

11) As Built Drawings. The ENGINEER will develop as built drawings to depict the work as actually constructed. The COUNTY will be furnished five (5) set of prints.

CONSTRUCTION MATERIAL TESTING:

The ENGINEER will provide the COUNTY with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (11/07). The construction material testing includes, but is not limited to the following:

(a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
(b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
(c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
(d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
(e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
(f) The ENGINEER will be responsible for concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site.
(g) Any additional laboratory testing as required/requested by the COUNTY and the project plans and specifications.
(h) Providing accurate and timely reports to the COUNTY and all/other recipients as designated by the COUNTY.
(i) The ENGINEER will verify the concrete and asphalt designs to assure it is in accordance with TxDOT specifications to be developed by the contractor.

FC 600 – ACQUISITION PROVIDER SERVICES
(for EST. 0 PARCELS, 0 EASEMENTS AND 0 RELOCATIONS/DISPLACEMENTS)

(Services to be provided by L&G Engineering)

Services Provided By: ENGINEER	COUNTY	
		1) PROJECT ADMINISTRATION
___	___	a) Negotiation of Scope of Services for Work Authorization i) Acquisition Provider will visit project site with COUNTY personnel if necessary.
___	___	b) Project Presence at L&G Consultant Office Headquarters i) Full Project Office (1) No Joint Use of COUNTY or TxDOT facilities (2) Open during normal COUNTY and State work hours (3) Personnel available to answer questions (4) Availability of Project Files (5) At least one office staff member is required to be a current commissioned notary public.
___	___	c) Overhead Costs i) Administrative costs
___	___	d) Communication i) Provide monthly progress reports with invoice. ii) Participate in project review meetings as determined by the COUNTY. iii) Prepare initial property owner contact list for use by the COUNTY in distribution of Acquisition Provider introduction letters.
___	___	e) File Management i) Project and parcel files will be kept in the COUNTY's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the COUNTY office as they are generated or received by the Acquisition Provider, if necessary. ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation. iii) Maintain records of all payments including check number, amount, and date paid, etc. iv) Provide copies of all incoming and outgoing correspondence as generated if requested by COUNTY at provider conference. v) Maintain copies of all correspondence and contacts with property owners.
		2) TITLE SERVICES
___	___	a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment and paid as a separate item.
___	___	b) Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work and paid as a separate item.
___	___	c) Secure title insurance for all parcels acquired, insuring acceptable title to COUNTY OF HIDALGO. Written approval by the COUNTY required for any exception.

Services Provided By: ENGINEER	COUNTY	
		3) APPRAISAL
___	___	a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.
___	___	b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider and/or the fee appraiser, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the COUNTY/TxDOT. Maintain permission letters with appraisal reports.
___	___	c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable COUNTY/TxDOT forms.
___	___	d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
___	___	e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to TxDOT/COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
___	___	f) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.
___	___	g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by TxDOT.
___	___	h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing /pre-trial meetings as directed by L&G Engineering and/or TxDOT.
___	___	i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.
___	___	j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
		4) APPRAISAL REVIEW
___	___	a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.
___	___	b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/COUNTY policies and procedures and the Uniform Standards of Professional Appraisal Practices.
___	___	c) Prepare and submit to TxDOT the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

Services Provided By: ENGINEER	COUNTY	
___	___	d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.

5) APPRAISAL UPDATES

___	___	a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to COUNTY/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
___	___	b) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by TxDOT.
___	___	c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the TxDOT/COUNTY.
___	___	d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
___	___	e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.

6) NEGOTIATION, TASKS AND FEES

___	___	a) Analyze appraisal and appraisal review reports and confirm the TxDOT's approved value prior to making offer for each parcel.
___	___	b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
___	___	c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY /TxDOT on applicable COUNTY /TxDOT forms.
___	___	d) Mail (Certified Mail Return Receipt Requested) initial offer letter, draft deed, Bill of Rights Brochures and Appraisal Reports to address confirmed with the Appraisal District of Hidalgo County. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
___	___	e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at mailing of initial offer. Maintain original signed Receipt of Appraisal. (unless property owner refuses to sign it).
___	___	f) Respond to property owner inquiries verbally and in writing within two business days.
___	___	g) Prepare a separate negotiator contact report for each parcel per contact.

Services Provided By: ENGINEER	COUNTY	
___	___	h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.
___	___	i) Advise property owner on the Administrative Settlement process. Transmit to TxDOT any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with COUNTY /TxDOT policy and procedures.
___	___	j) Prepare final offer letter, documents of conveyance as necessary.
___	___	k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.
___	___	l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.
___	___	m) Provide a monthly progress report per parcel by the 25th of the month with invoice.
___	___	n) The consultant shall, as part of this proposal, estimates 10% of the parcels identified on Page 37 may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney.
		7) CLOSING SERVICE FEES
___	___	a) Coordinate with COUNTY and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the COUNTY.
___	___	b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.
___	___	c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to TxDOT for acceptance by the Texas Transportation Commission.
		8) RELOCATION ASSISTANCE SERVICES (separate Work Authorization will be issued once relocations have been identified, unless noted otherwise).
___	___	a) The amount of relocations or displacements as identified. L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)
___	___	b) L&G will provide advisory services to business displacements and relocate them effectively.
___	___	c) TxDOT will review, approve and pay for all relocation costs as per the Agreement.
		9) CONDEMNATION SUPPORT
___	___	a) Pre-Hearing Support i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company. ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.

Services Provided By:
ENGINEER COUNTY

iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the COUNTY Office for submission to the COUNTY Attorney's office.

v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.

vi) Upon receipt of packet prepared by the COUNTY Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the COUNTY Attorney; the attorney shall file the original petition with the COUNTY Court at Law or other appropriate Court for a cause number to be assigned.

vii) The COUNTY attorney shall file the Lis Pendens including the cause number with the COUNTY Clerk's Office.

viii) Upon assignment of a court, the COUNTY Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.

ix) Following appointment of Special Commissioners by the judge, the COUNTY shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.

x) The COUNTY shall file all originals with the court and send copies marked "copy" to L & G Engineering.

xi) The COUNTY Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.

xii) The COUNTY Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, COUNTY will approve the new value and the COUNTY's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.

xiii) The COUNTY Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the COUNTY, Appraiser, and Negotiator.

xiv) After the hearing is set, the COUNTY Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.

xv) Once the notices have been served, the COUNTY Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.

xvi) The COUNTY's Attorney shall send a reminder letter 2-3 weeks in advance to the COUNTY Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

___ ___ b) Post Hearing Support (by COUNTY Attorney)

i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo COUNTY clerk's office.

ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.

iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.

iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the COUNTY, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.

v) Send the Commitment and the Award to COUNTY, along with individual special commissioner's billing requesting the payment for their fees.
vi) File COUNTY warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
viii) Send written notices of the date of deposit to the COUNTY Administration office and all interested parties.
ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the COUNTY Attorney's office for his further handling in accordance to the Eminent Domain process by the COUNTY.

10) COMPENSABLE UTILITIES

Utility Accommodation is an integral factor in road construction and design. Coordination of utility adjustments is a necessary function within planning, design, acquisition and construction and requires the administration of property rights issues, utility policy, and reimbursement of eligible utility adjustments. It includes the following tasks:

___ ___ a) Preliminary Design Consultations
i) Conduct Field Investigation and review Certificate of Convenience and Necessity boundaries to identify utility providers within the project area. Communications through letter, phone calls and email to establish a contact list. Coordinate data gathering by surveyors and design team. Introduce project to utility providers.

___ ___ b) Field Observations and Verifications
i) Provide maps to Utility providers to "redline" and identify conflicts. Coordinate exposures and data collection by surveyor. Provide and confirm utility data on project maps. Order Utility Location Service.

___ ___ c) Exchange of Information with Utility Providers
i) Provide project schedule.
ii) Request schedules for utility adjustments.
iii) Identify who is responsible for utility process.

___ ___ d) Confirmation of Property Interests
i) Request Documents.
ii) Coordination of data on maps and citation of property interest documents.
iii) Confirm utilities are within easements.

___ ___ e) Coordination of Agreements
i) Identify utilities that are compensable.
ii) Determine parties and agreements necessary to complete compensable process.
iii) Coordinate execution and processing of Standard Utility Agreements.

___ ___ f) Utility Meetings throughout project development
i) Set up and coordinate utility meetings during planning, design, acquisition and construction phases.
ii) Attend and participate in meetings by other parties.

11) PAYMENT SCHEDULE

___ ___ a) Project Administration
i) Payment and Milestones
(a) Full Project Office
(1) Lump Sum Basis (assume 1 year project presence)

(2) Initial payment of 25% upon establishment of a project office with functional phone and utility services.
(3) Remainder paid out in equal monthly installments of 15% starting the following month.
(4) Monthly billing to COUNTY OF HIDALGO will be required.

b) Title Services
ii) Payment
(a) Per Parcel basis.
iii) Milestones
(a) 100% upon securing initial title commitment.

c) Appraisal Services
i) Payment
(a) Per Parcel Basis
ii) Milestones
(a) 100% paid upon delivery of complete and acceptable appraisal report

d) Appraisal Review
i) Payment
(a) Per Parcel Basis
ii) Milestones
(a) 100% upon submission of ROW-A-10

e) Appraisal Update
i) Payment
(a) Per Parcel Basis
ii) Milestones
(a) 100% upon delivery of complete and acceptable appraisal update.

f) Negotiation, Task, and Fees
i) Payment
(a) Per Parcel Basis
ii) Milestones
(a) 80% upon presentation of initial offer.
(b) 20% upon successful negotiation and all instruments are recorded.

g) Closing Service Fees
i) Payment
(a) Per Parcel Basis
ii) Milestones
(a) 100% upon recordation of instrument of conveyance.

h) Relocation Assistance
i) Payment
(a) Per Relocation
ii) Milestones
(a) 100% upon issuance of 90-day vacancy letter.

i) Compensable Utilities
i) Payment
(a) By percent complete

ADDITIONAL RESONSIBILITIES

Easements, Letters of Permission, Etc.

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The ENGINEER shall furnish the COUNTY prints of a project layout which will be distributed by ENGINEER to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the ENGINEER shall distribute to the various utility companies and request return. Upon return of these prints, the ENGINEER will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The ENGINEER is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the COUNTY. The ENGINEER shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the COUNTY's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the COUNTY.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the COUNTY and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
PS&E	Mission Office
Schematic	Mission Office
Environmental Document	Mercedes Office

The work effort will be managed out of the Mercedes (City) office located at 2100 West Expressway 83 (Address), Mercedes (City), Texas (State).

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE

1. Title Sheet
   Detailed Index of Sheets

2. Typical Sections

3. General Notes and Specifications Data

4. Estimate and Quantity Sheets

5. Storm Water Pollution Prevention Plan (SW3P) Sheets

6. Traffic Control Plans
   a. Sequence of Construction Layouts
   b. Detour Plan/Profile/Typical Sections/Quantities

7. Roadway Layouts
   a. Roadway Plan/Profile Sheets
   b. Intersection Plan/Profile Sheets
   c. Intersection Layouts
   d. Alignment Layouts/Data
   e. Ramp Layouts/Profiles
   f. Connection Roads/U-turns Layouts/Profile

8. Roadway Details
   a. Concrete Pavement Details/Standards
   b. Concrete Pavement Terminal Anchorage Details/Standards
   c. Bridge Approach Details/Standards
   d. Bridge Terminal Anchorage Details/Standards
   e. Roadway/Median Barrier Details/Standards
   f. Curb Details
   g. Driveway Details/Typical Sections/Standards

9. Signing Layouts and Marking Layouts

10. Traffic Signal Layouts

11. Lighting Layouts

12. Illumination Detail Standards (HMID, HMIF, HMIP, RID)

13. Utility Layouts/Profiles

14. Drainage Area Maps and Hydraulic Data
    a. General Drainage Area Maps
    b. Stage-Discharge Curves
    c. Main Cross-Drainage Culvert/Bridge Hydraulic Data
    d. Drainage Area Maps/Culverts/Storm Sewer
    e. Hydraulic Data/Culverts/Inlets/Storm Sewer/Pumps

15. Detailed Drainage Plans
    a. Drainage Plan/Profile Sheets (Storm Sewer Plan/Profile Sheets)
    b. Channel Plan/Profiles/Typical Sections
    c. Box Culvert Plan/Profile
    d. Pipe Sewer/Culvert Cross Sections

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

16. Drainage Structural Details/Standards
    a. Inlet Details/Standards
    b. Manhole Details/Standards
    c. Junction Box Details/Standards
    d. Safety End Treatment Details/Standards
    e. Box Culvert Details/Standards
    f. Culvert Wingwall Details/Standards
    g. Excavation-Backfill Diaphrams
    h. Riprap Details/Standards
    i. Temporary Pollution and Erosion Control Details

17. Pumphouse Layouts

18. Pumphouse Details

19. Pumphouse Standard Details

20. Bridge Layouts/Profile/Typical Sections*

21. Bridge Details*
    a. Summary of Bridge Quantities
    b. Abutments
    c. Interior Bents
    d. Spans
    e. Special details for the specific bridge

22. Bridge Standard Details*

23. Bridge Railing Standards

24. Retaining Wall Layouts/Profiles**

25. Retaining Wall Details**

26. Retaining Wall Standard Details**

27. Guard Fence/Standards and Signal Pole Standards

28. Signal/Electrical Details/Standards and Signal Pole Standards

29. Signing/Markers/Striping Details/Standards

30. Barricade/Construction/Beacon Standards

31. Miscellaneous Standards
    a. Chain Link Fence Standards
    b. Bridge End Detail/Standards
    c. Roadway Clearance Details/Standards
    e. Attenuator Standards

NOTE: Variations of these plan sheet sequence guidelines may be permitted if approved in writing by the County.

APPENDIX B - PLAN PREPARATION PROCEDURES

1. Title Sheet
   The ENGINEER shall be responsible for completing the title sheet as required and formatted by the STATE and as discussed in Part V of the Highway Design, Operations and Procedures Manual. Refer to Section K - Plans, 1 - Title Sheets, page 5-24, for the procedure to be used regarding all plans prepared by the ENGINEER.

2. Project Layout
   The project layout shall clearly depict the entire project as it is proposed and will usually be drawn at a scale of 1 inch=100 feet or 1 inch=200 feet, depending on the size of the project.

3. Typical Sections
   See Part IV of the Highway Design, Operations and Procedures Manual.

4. Sequence of Work Sheets (Traffic Control Plan)
   Clarity and completeness should be the rule to follow in preparing these sheets, with particular attention given to location of construction signs and barricades, lane widths, protection of drop offs, etc. For a reference guide use the Texas Department of Transportation, Texas Manual on Uniform Traffic Control Devices. Usual scale of 1 inch=100 feet and/or 1 inch=50 feet for special locations. A narrative sequence shall be included in the special provisions for the project. Staging of structural elements shall be considered. Provisions for drainage shall be considered, included and indicated during all stages of construction operations.

5. Removal Item Sheets
   These sheets indicate removal of existing facilities necessary to the proposed construction. (1 inch=40 feet) (use same scale as plan/profile sheets).

6. Summary Sheets
   Summary Sheets are required to indicate type, quantity and/or location of work for individual items of the proposed project.

7. Alignment Layout Sheets
   These sheets indicate the horizontal alignment with curve data and coordinates usually tabulated thereon. On some projects, depending on size, this information may be included on the plan profile sheets. Usual scale (1 inch=100 feet) or (1 inch=40 feet).

8. Plan Profile Sheet
   Clarity and completeness should be the rule to follow in preparation of these sheets. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet), depending on project complexity.

9. Drainage Area Maps
   Usual scale (1 inch=100 feet) and/or (1 inch=200 feet) supplemented by large scale area maps as necessary.

10. Drainage Plan Profile Sheets
    These sheets may be required on some projects to clearly depict location of inlets, storm sewer lines, and profile of storm sewer lines and laterals. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet). Storm sewer design does include redesign of storm sewers imposed by utility constraints developing after initial reviews by the STATE and consequential redesign and adjustments.

11. Runoff, Inlet, Storm Sewer and Culvert Sheets
    Use standard sheets.

APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)

12. Culvert Cross Sections and Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER for modification of special designs.

13. Manhole and Inlet Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER.

14. Miscellaneous Detail
Curb, Sidewalk, Driveways, etc.

15. Intersection Details

16. Marking Layouts and/or Details
Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.

17. Structural Details
Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

18. Overhead Sign Bridge Layouts
A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout:
(1) Drilled shaft size and length
(2) Soil strength used for design {indicate basis and boring(s) used}
(3) Design height
(4) Tower height
(5) Leg spacings and
(6) Design wind speed.
The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the ENGINEER.

APPENDIX C - GENERAL PLAN CHECKLIST

Services Provided By: ENGINEER	COUNTY	
___	___	Title Sheet
___	___	Project Layout
___	___	Sequence of Work
___	___	Detour Layouts & Profiles
___	___	Construction Pavement Markings
___	___	Signing & Barricades
___	___	Construction Sign & Beacons
___	___	Typical Sections
___	___	Shaping & Finishing Sections
___	___	Slopes Adjacent to Shoulders
___	___	Estimate & Quantities
___	___	General Notes & Specification Data
___	___	Grading Summary
___	___	Miscellaneous Summaries (See following "SUMMARIES" heading)
___	___	Horizontal Curve Data & Alignment Layouts
___	___	Drainage Summaries
___	___	Structure Summaries
___	___	Erosion Control Summary & Details
___	___	Plan/Profile Sheets
___	___	Erosion Control Summary & Details
___	___	Pavement Contours
___	___	Superelevation Transition (If Required)
___	___	Grading Contours
___	___	Guard Fence Layouts
___	___	Storm Water Pollution Prevention Plans (SW3P)
___	___	Drainage Area Maps
___	___	Hydraulic Data
___	___	Drainage Sheets
___	___	Bridge Hydrology Sheets
___	___	Inlet & Manhole Details
___	___	Utility Support Details
___	___	Culvert Cross Sections & Details
___	___	Special Culvert Designs
___	___	Special Drainage Details
___	___	Chain Link Fence Locations
___	___	Ramp Details Sheet
___	___	Removal Item Sheet - Including detours (Shown in detour summary, No payment for removal; subsidiary to construction detours)
___	___	Pavement Details
___	___	Pavement Standard Modification for Concrete Shoulder
___	___	Concrete Pavement Continuously Reinforced (CPCR)
___	___	Concrete Pavement Contraction Design (CPCD)
___	___	Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR)
___	___	Bridge Approach Slab Details
___	___	Vehicle Attenuator Details
___	___	Miscellaneous Details
___	___	Wheelchair Ramps
___	___	Pavement Marking Details
___	___	Modified Standards
___	___	List of Standards
___	___	Permanent Signing Plans & Quantities

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Services Provided By: ENGINEER	COUNTY	
___	___	Permanent Lighting Plans, Quantities & Standards
___	___	Bridge Layout(s)
___	___	Bridge Details
___	___	Retaining Wall Layout(s)
___	___	Retaining Wall Details
___	___	Pumphouse Details
___	___	Underdrain Details (Retaining Walls)
___	___	Culvert Standards
___	___	Soil Profile
___	___	Temporary Traffic Signals
___	___	Design Cross Sections
___	___	Estimate
___	___	List of Standard Specification, Special Provisions & Special Specifications
___	___	Detour Special Provisions (If Required)
___	___	Construction Time Estimate
___	___	Critical Path Method (CPM)
___	___	Unit Price Documentation
Miscellaneous		
___	___	Conduit Requirements
___	___	Traffic signal Requirements
Summaries		**(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)**
___	___	Salvaging and Placing Topsoil
___	___	Prepare ROW
___	___	Remove Old Structures
___	___	Scarify Existing Pavement
___	___	Remove Old Concrete Curb of Curb and Gutter (C&G)
___	___	Remove Old Concrete Pavement
___	___	Remove Old Concrete Riprap
___	___	Remove Metal Beam Guard Fence
___	___	Galvanized steel Beam Guard Fence (12Ga) (GSBGF)
___	___	Temporary Guard Fence (TEMPGF)
___	___	Summary of Concrete Flumes
___	___	Curbs
___	___	Adjust Manholes & Inlets
___	___	Underdrains
___	___	Base and Pavement
___	___	Large Structure
___	___	Concrete Riprap (RR8 & RR9)
___	___	Temporary Portable Concrete Barrier (PCBR)
___	___	Concrete Traffic Barrier
___	___	Vehicle Attenuator
___	___	Guard Rail Energy Absorbing Terminal (Great System)
___	___	Pavement Markings & Blast Cleaning (Thermoplastic)
___	___	Retaining Walls
___	___	Large Structure Summaries
___	___	Small Structure Summaries

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Services Provided By: ENGINEER	COUNTY	Summaries **(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)**
___	___	Earthwork (Roadway & Channel) & Channel Details
___	___	Culverts
___	___	Detours
___	___	Seeding or Mulch Sod - Quantity Only
___	___	Inlet & Manholes
___	___	Sidewalks
___	___	Construction Pavement Markings
___	___	Driveways
___	___	Concrete Median
___	___	Storm Sewers
___	___	Head Walls & Safety End Treatments
___	___	Curb Openings
___	___	Manholes
___	___	Chain Link Fence, Remove & Replace Chain Link Fence
___	___	Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer

Client: Hidalgo County Precinct #4

EXHIBIT "C"

PROJECT WORK SCHEDULE
FM 1925 (Monte Cristo Rd)
From FM 907 (Alamo Road) to East of SH 68 (Uresti St.)
Length = 2.3 miles

TASK AND DESCRIPTION	FIRM	2013	2014												2015												2016										
		DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Phase I: EA, Public Involvement, Schematic																																						
Public Involvement																																						
Develop Alternatives & Matrix	L&G																																					
Advertise & Conduct Public Meeting	L&G																																					
Select TPA	L&G																																					
Schematic																																						
Develop Schematic	L&G																																					
Hydrologic Map	L&G																																					
TxDOT Review & Revisions	TxDOT																																					
TxDOT Schematic Approval	TxDOT																																					
Environmental Document																																						
Draft Environmental Document, Field Visits, etc...	L&G																																					
Submit Final Draft Document	L&G																																					
Agency Review & Revisions	TxDOT																																					
Environmental Decision	TxDOT																																					
Phase II: PS&E, ROW Map & Acquisition																																						
PS&E																																						
Design Survey	L&G																																					
Compensable Utility Oversight	L&G																																					
Outfall Coordination with HCDD #1	L&G																																					
30% PS&E Completion	L&G																																					
60% PS&E Completion	L&G																																					
90% PS&E Completion	L&G																																					
95% PS&E Completion	L&G																																					
100% Mylars	L&G																																					
TxDOT Plan Set Approval	TxDOT																																					
ROW Map																																						
Prepare ROW Map	L&G																																					
TXDOT Review & Revisions	TxDOT																																					
TxDOT ROW Map Approval	TxDOT																																					
ROW Acquisition (12 Parcels)																																						
ROW Release (Dependent on Availability of Funds)	TxDOT																																					
Project Administration	L&G																																					
Title Commitments	L&G																																					
Appraisal Reports	L&G																																					
Appraisal Review Reports	L&G																																					
Appraisal Update Reports	L&G																																					
Approved Values by TxDOT	TxDOT																																					
Acquisition Negotiation Offers	L&G																																					
Title Curative Process	L&G																																					
Title Commitment Updates	L&G																																					
Payments for Parcels	L&G																																					
L&G Condemnation Support Process	L&G																																					
Eminent Domain Proceedings by County	COUNTY																																					
Title Insurance Policies	L&G																																					
Consumation of Outstanding Cases	L&G																																					
Phase III: Proposed Letting																																						
Let Project (Est. Earliest Date: May 2016)	TxDOT																																					
(Dependent on Availability of Funds)																																EST 18 MONTHS CONSTRUCTION						

L&G ENGINEERING TASK
TxDOT TASK
COUNTY TASK

10 17 AM11/19/2013

EXHIBIT "D-1"
ESTIMATED PROJECT FEE SCHEDULE
FM 1925 PROJECT (SEGMENT II)
(Limits: from FM 907 (Alamo Road) to East of SH68 (Uresti) Street)

ROADWAY PROJECT:	FM 1925
LIMITS:	from FM 907 (Alamo Road) to East of SH 68 (Uresti Street)
EXISTING ROADWAY SECTION:	40-ft Rural
EXISTING ROW WIDTH:	80-Feet
PROPOSED ROADWAY SECTION:	4-lane divided urban
PROPOSED ROW WIDTH:	120FT
ESTIMATED CONSTRUCTION COST:	**$10,305,000.00**
LENGTH FOR 4-LANE ROADWAY	2.3 Miles

ESTIMATED PROJECT COSTS	*STATE/MPO*	** LPA*
WORK AUTHORIZATION NO. 1		
PHASE I - EA, PUBLIC INVOLVEMENT, SCHEMATIC, DESIGN		
Environmental Assessment with TxDOT	$ -	$ 95,000.00
Public Involvement for the project with stakeholders and 1 Public Meeting	$ -	$ 25,000.00
Archeological and Historical Research	$ -	$ 30,000.00
Engineering Technical Support at Public Mtgs with Layouts etc	$ -	$ 24,000.00
Schematic for FM 1925	$ -	$ 154,575.00
Hydrological Map	$ -	$ 42,000.00
Schematic for intersecting streets (Sharp to 3rd Street)	$ -	$ 40,000.00
Office Surveys for Schematic (Preliminary Ownership Identification and Property Rights)	$ -	$ 21,000.00
Preliminary Compensable Utilities Identification on Schematic for Approval by TxDOT/FHWA	$ -	$ 18,000.00
Update Schematic based on comments as provide by TxDOT/County for schematic and EA update w/ FHWA	$ -	$ 39,000.00
Engineering Technical Support at Public Hearing with Layouts etc	$ -	$ 36,000.00
Public Involvement and 1 Public Hearing	$ -	$ 25,000.00
SUB-TOTAL	$ -	**$ 549,575.00**
WORK AUTHORIZATION NO. 2		
PHASE II- PS&E and CONSTRUCTION OVERSIGHT		
Complete ROW Map (Estimated 12 Parcels)		$ 48,000.00
Outfall Identification Preliminary Property Ownership and Hydraulics	$ -	$ 36,000.00
PS&E Development (7.5% Engineering Fee)		$ 772,875.00
Engineering Fee to Create sets of Plans and Submit through TxDot and Austin Letting		$ 135,000.00
PS&E Development for OUTFALL(S)		$ 162,000.00
Field Surveys for Design and Construction		$ 110,000.00
Permitted Utilities Coordination to adjust	$ -	$ 90,000.00
ROADWAY CONSTRUCTION COST	$ 10,305,000.00	
TxDOT Construction Inspection (11%)	$ 1,133,550.00	
Eng Consultant Construction Management (18 Months)		$ 162,000.00
SUB-TOTAL	$ 11,438,550.00	**$ 1,515,875.00**
WORK AUTHORIZATION NO. 3		
PHASE III - ROW Acquisition		
Right-of-Way Costs - Acq.Services @ (est.12 Parcels @ $13,800/Parcel Avg.)		$ 165,600.00
Estimated County Attorney Costs for Condemnation ($15,000/Parcel based on 20% total of parcels)		$ 36,000.00
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s) (2) High Pressure Gas lines and One Parrallel Irrigation Line and one Parrallel Gas Line		$ 189,000.00
Estimated Roadway Right-of-Way Costs (422,400 sq/ft @ $4.5/ sq ft) (80/20)	$ 1,881,792.00	$ 19,008.00
COMPENSABLE UTILITY COSTS (Est 2-Pipeline Crossings at $130,000 ea to lower and encase and I Parallel Pipeline and 1 Parralel Irrigation Line both at 150,000 each)	$ 504,000.00	$ 56,000.00
SUB-TOTAL	**$ 2,385,792.00**	**$ 465,608.00**
TOTAL	**$ 13,824,342.00**	**$ 2,531,058.00**

Work Authorization No. 1 Phase I	FY 13	$ 549,575.00	NOT ISSUED
Work Authorization No. 2 Phase II	FY 14	$ 1,515,875.00	NOT ISSUED
Work Authorization No. 3 Phase III	FY 15	$ 354,600.00	NOT ISSUED

State/FED Estimated Costs

Local Estimated Costs

TOTAL ESTIMATED COUNTY COST:	**$ 2,531,058.00**	15.48%
TOTAL ESTIMATED PROJECT COST:	**$ 16,355,400.00**	
COUNTY COSTS NOT INCLUDED IN WORK AUTHORIZATIONS	**$ 111,008.00**	

* Local Public Agencies (LPA)

11/19/2013

EXHIBIT "E"

Sample Work Authorization

HIDALGO COUNTY

Professional Engineering Services

Contract # C-_____

Work Authorization Form

WORK AUTHORIZATION NO. ____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article I. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L & G Consulting Engineers, Inc. *d/b/a* L & G Engineering, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide _____
_____.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $_____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as ***EXHIBIT "D-1" Fee Schedule.***

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

SAMPLE

EXHIBIT "E"

Sample Work Authorization

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County** _____, Commissioner _____ as to content and detail of this **Work Authorization No. 1**.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. __

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below.

THE ENGINEER:	THE OWNER:
L&G ENGINEERING	HIDALGO COUNTY
_____	_____
By: Jacinto Garza, P.E.	By: Ramon Garcia,
President	County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

Location Map
Exhibit A – Services to be provided by Owner
Exhibit B – Services to be provided by Engineer
Exhibit C – Work Schedule
Exhibit D-1 – Fee Schedule

SAMPLE

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL SERVICES

This **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called "**Engineer**".
WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ 2013 concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ____ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to
_____
_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article _____ of the **Agreement**, (article title), is revised to

_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

SAMPLE

EXHIBIT "F"

Supplemental Agreement Form

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2013.

THE ENGINEER:
ENGINEER

BY: _____

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS
(as required)

SAMPLE

EXHIBIT "G"
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/17/2013

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	CONTACT NAME:	
The Risk Specialty Group LLC 4801 Woodway Drive Suite 300 East Houston TX 77056	PHONE (A/C, No, Ext): (713) 552-1900	FAX (A/C, No): (713) 513-5411
	E-MAIL ADDRESS: tlanders@riskspecialtygroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Valley Forge Insurance Company	
	INSURER B : Continental Insurance Company	
	INSURER C : Continental Casualty Insurance Co.	
	INSURER D : Endurance American Specialty Ins. Co.	
	INSURER E :	
	INSURER F :	

INSURED

L&G Engineering Laboratory, LLC
2100 W. Expressway 83
Mercedes TX 78570

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			5095025836	07/19/2013	07/19/2014	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			5095025884	07/19/2013	07/19/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $10,000			5095026016	07/15/2013	07/15/2014	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		5095025920	07/23/2013	07/23/2014	X 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
D	Professional Liability "claims made"			PPL10004099100	07/19/2013	07/19/2014	Each Claim Limit Aggregate Limit	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Certificate holder is automatically included as additional insured on the General Liability & Automobile policies and provided with blanket waiver of subrogation in their favor on General Liability, Automobile & Workers Compensation as required by written contract.

CERTIFICATE HOLDER

Hidalgo County
2802 S Business Hwy 83

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 <CC>

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Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approve- Prof Eng Svcs Agreement#C-13-336-12-10 - L&G Engineering - (Job Specific) FM 1925 Project - Pct 4

From : Steve Crain <scrain@atlashall.com> Fri, Dec 06, 2013 07:50 AM

Subject : RE: Review & Approve- Prof Eng Svcs Agreement#C-13-336-12-10 - L&G Engineering - (Job Specific) FM 1925 Project - Pct 4

1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The draft L&G agreement is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, December 05, 2013 5:19 PM
To: Steve Crain; Marynel Trevino
Cc: Maria Lucio; Marcos Lopez; Steven Cruz; Veronica Lopez; Martha Salazar; Darlene H. Betancourt
Subject: Review & Approve- Prof Eng Svcs Agreement#C-13-336-12-10 - L&G Engineering - (Job Specific) FM 1925 Project - Pct 4
Importance: High

Mr. Crain-

Please review and approve as to form the attached **Prof Svcs Agreement# C-13-336-12-10-L&G Engineering** for **"job specific"-Environmental Assessment, Public Involvement, Schematic and Hydrologic Design** for the **"FM 1925 (from FM 907 (Alamo Road) East to East of SH68 (Uresti Street)"** located within **Hidalgo County Precinct No. 4.**

****** Note: will be placed on the next CC agenda of 12/10/13 for final approval.***

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P*(956) 318-2626* ***F****(956) 318-2629*
Email: leticia.saenz@co.hidalgo.tx.us

HIDALGO COUNTY
Professional Engineering Services
Contract # C-13-336-12-10
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L&G Consulting Engineers, Inc.** *d/b/a* **L&G Engineering**, professional engineers of Mercedes, Texas hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to **provide Engineering Services required for the preparation of Environmental Assessment with TxDOT, Public Involvement, Schematic and Hydrologic Design for the FM 1925 Project from FM 907 (Alamo Road) to East of SH 68 (Uresti Street).**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$549,575.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as ***EXHIBIT "D-1" – Estimated Project Fee Schedule and Man-hour Breakdown.***

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No**.** to **be determined by budget department (refer to fiscal impact notation)**
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and shall serves as a Notice to Proceed as per Article 3, Period of Service on the Agreement. This Work Authorization shall terminate ***upon completion of scopes of the work authorization,*** as identified on ***EXHIBIT "C" – Work Schedule.***

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by Hidalgo County Precinct No. 4, Commissioner Joseph Palacios as to the content and detail of this **Work Authorization No. 1.**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below.

THE ENGINEER:	**THE OWNER:**
L&G ENGINEERING	**HIDALGO COUNTY**
_____	_____
By: Jacinto Garza, P.E./President	**By: Hon. Ramon Garcia, County Judge**

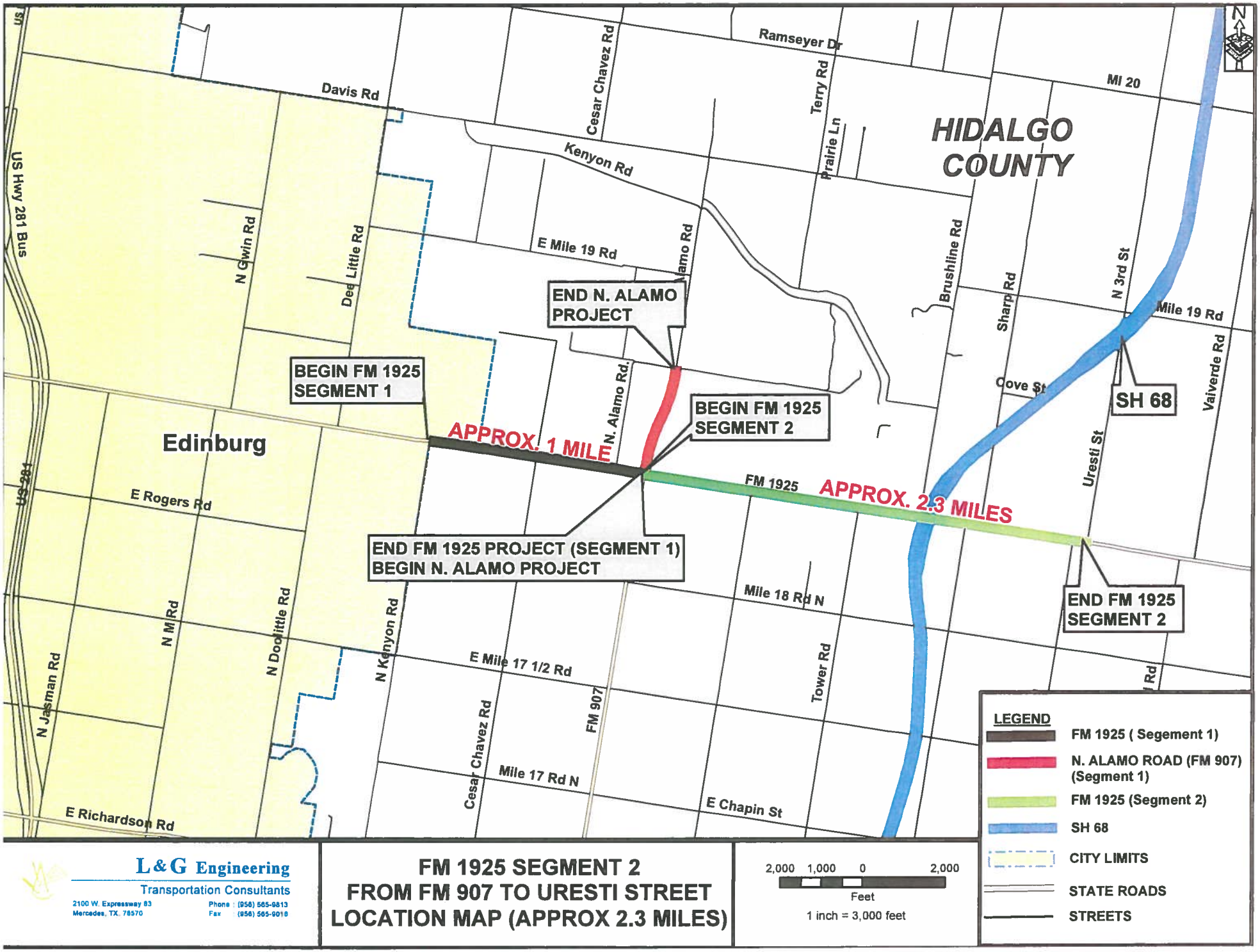
ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF EXHIBITS

Location Map

Exhibit A – Services to be provided by Owner
Exhibit B – Services to be provided by Engineer
Exhibit C – Work Schedule
Exhibit D-1 – Estimated Project Fee Schedule and Man-hour Breakdown



L&G Engineering
Transportation Consultants
2100 W. Expressway 83
Mercedes, TX. 78570
Phone : (956) 565-9813
Fax : (956) 565-9018

FM 1925 SEGMENT 2 FROM FM 907 TO URESTI STREET LOCATION MAP (APPROX 2.3 MILES)

EXHIBIT "A"

Services to be provided by the County

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

4. The County will provide a Purchase Order and process all acceptable requests for payment in a timely manner.

5. The Work Authorization will identify the Notice to Proceed date.

GENERAL INSTRUCTIONS

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean the Hidalgo County.

PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

CONTROL: _____

PROJECT/DESCRIPTION: Professional Engineering Services

LENGTH: 2.3 MILES

HIGHWAY: FM 1925 Project

LIMITS: from FM 907 (Alamo Rd) to East of SH 68 (Uresti St.)

EXISTING FACILITY

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
_X_ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

NOTES

ROUTE AND DESIGN STUDIES
(Function Code 110)

Services Provided By: ENGINEER	COUNTY		
YES	N/A	1.	Route Location Studies
N/A	N/A	2.	Level of Service Analysis
N/A	N/A	3.	Traffic Evaluations and Projections
YES	N/A	4.	Develop Roadway Design Criteria
YES	N/A	5.	Preliminary Cost Estimates
YES	N/A	6.	Design Schematic (See Section 7, page 7-1 for schematic layout requirements)
YES	N/A	7.	Preliminary Right-of-Way Requirements
YES	N/A	8.	Design Concept Conference
		9.	Soil Core Hole Drilling
N/A	N/A		a. Pavement (See Section 7, pages 7-3 thru 7-4 for requirements)
N/A	N/A		b. Retaining Walls (See Section 10, page 10-1 thru 10-2 for requirements)
N/A	N/A		c. Miscellaneous Structures (See Section 10, page 10-4 for requirements)
N/A	N/A		d. Bridges (See Section 11, page 11-3 for requirements)

NOTES
SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Function Code 120)

Services Provided By: ENGINEER	COUNTY	
		1. Environmental Reports All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
		a. Environmental Assessments
NO	NO	(1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
YES	NO	(2) An Environmental Assessment shall be prepared, anticipating a Finding of No Significant Impact.
NO	NO	(3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
		b. Environmental Impact Statement
NO	NO	(1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
NO	NO	(2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
		2. Public Involvement All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
YES	NO	a. A public involvement meeting(s)/hearing(s) shall be scheduled, coordinated and conducted.*
YES	NO	b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contracts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the COUNTY, shall be provided.
		3. Cultural Resources Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the COUNTY.
YES	NO	a. Historic Structure Studies A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
		b. Archeological Studies
YES	NO	(1) Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
YES	NO	(2) Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
YES	NO	(3) Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

Services Provided By:
ENGINEER COUNTY

Noise and Air Quality Analyses

YES NO a. Noise Analysis
A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis report shall be prepared and submitted to TxDOT for review and results shall be made part of the administratively complete document.

YES NO b. Air Quality Analysis
An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be included in the administratively complete document for the project.

YES NO 5. Ecological Investigations
A wetland survey and if necessary, a wetland delineation shall be conducted and a "wetland finding" shall be provided if necessary.

A determination should be made if there are potential federally listed endangered or threatened species that could be impacted. The District will be notified as soon as possible that Section 7 or 10 consultations may be required. Supporting data will be furnished to the district when consultation with the U.S. Fish and Wildlife Service is undertaken.

YES NO 6. Hazardous Materials
The consultant shall prepare a Hazardous Materials Technical report shall be submitted to TxDOT for review and approval. The results shall be made part of the administratively complete document perform an Environmental Site Assessment for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).

YES NO 7. General Guidelines for Preparation of Environmental Documents

a. The Biological Impact Evaluation Report shall be prepared and submitted electronically to TxDOT.
b. All cultural resource reports (i.e. Archeological and Historical Project Coordination Requests (PCRs), background and reconnaissance surveys) will be submitted electronically to TxDOT.
c. The draft administratively complete document will be submitted to TxDOT electronically through their FTP site.
d. The administratively complete document will be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A and the TxDOT Administrative Code 43 TAC §2.44.
e. The administratively complete document will be submitted to TxDOT electronically through their FTP site.
f. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client, one (1) hardcopy to the district, and (3) hardcopies to TxDOT ENV.
g. Exhibits in the administratively complete document shall be color copies and text shall be black and white.

RIGHT-OF-WAY DATA
(Function Code 130)

Services
Provided By:
SURVEYOR COUNTY

NOTE: No work involving right-of-way (ROW) data is to be performed until the COUNTY has given the ENGINEER written approval of the final location of the proposed ROW lines as approved by TxDOT.

A. RIGHT-OF-WAY MAPPING:

1. **PURPOSE:**
The purpose of right-of-way mapping is to prepare documents suitable for the acquisition of real property interests and the probable issuance of a title policy.

2. **DEFINITIONS:**
For purposes of this Contract, the following definitions shall apply:

2.1. Abstract Map – A drawing to scale prepared from record documents depicting proposed right-of-way lines, existing right-of-way lines, easement lines, and private property lines with relevant grantee names, recording data, and recording dates.

2.2. Closure/Area Calculation Sheet – A computer generated print-out of the area and the perimeter bearings, distances, curve data, and coordinates of an individual parcel of land to be acquired.

2.3. Access Denial Line – A line which indicates specific location where access to the roadway is denied.

2.4. Property Descriptions – A written metes and bounds description delineating the area and the boundary and describing the location of an individual parcel of land unique to all other parcels of land.

2.5. Owner – The most current title holder of record as determined by a study of the Real Property Records.

2.6. Parcel Plat – An 8 ½ inch by 11 inch drawing to scale depicting all the information shown on the right-of-way map regarding an individual parcel of land to be acquired.

2.7. Parent Tract – A unit or contiguous units of land under one ownership, comprising a single marketable tract of land consistent with the principle of highest and best use. A parent tract may be described by a single instrument or several instruments. A single parent tract cannot be severed by a public right-of-way, easement, or separate ownership which destroys unity of use.

2.8. Parent Tract Inset – A small line drawing, to an appropriate scale, of the parent tract perimeter placed upon the right-of-way map in the proximity of the respective parcel. Parent tract insets are used in cases where the parent tract cannot be shown to the same scale as the right-of-way map. Since parent tract insets are used to identify the limits and location of parent tracts, they should include public right-of-ways, utility easements and fee strips, and identifiable water courses which bound the parent tract.

2.9. Point of Beginning (P.O.B.) – A corner of the parcel of land to be acquired, located on the proposed right-of-way line and being the beginning terminus of the first course of the property description.

2.10. Point of Commencing (P.O.C.) – A monumented property corner which can be identified in the Real Property Records and is located outside the proposed right-of-way corridor. For title purposes, the point of commencing should be a monumented back corner of the parent tract. In the event a monumented back corner of the parent tract cannot be recovered, the nearest identifiable monumented property corner located outside the proposed right-of-way corridor may be used.

NOT INCLUDED IN
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Services Provided By:
SURVEYOR COUNTY

2.11. Preliminary Right-of-Way Layout/Abstract Map – A drawing to scale depicting proposed right-of-way lines, existing right-of-way lines, proposed pavement, access denial lines, the proposed centerline alignment, private property lines, easement lines, visible improvements, visible utilities, the station and offset from the centerline alignment to each Point of Curvature (PC), Point of Tangency (PT), and angle point in the proposed right-of-way lines and to each PC, PT, and angle point in the existing right-of-way lines in areas of no proposed acquisition. *(Reference Sample on CD Attached)*

2.12. Right-of-Way Maps/Property Description/Parcel Plats – A series of 22 inch by 34 inch and 11 inch by 17 inch drawings to scale depicting the results of relevant elements of records research, field work, analysis, computation, and map making required to determine title, delineate areas and boundaries, locate and describe utilities and improvements to the extent necessary to appraise the value and negotiate the acquisition of individual parcels of private land for a proposed right-of-way project. *(Reference Sample on CD Attached)*

3. WORK TO BE PERFORMED:

N/A N/A 3.1. Preliminary Right-of-Way Layout/Abstract Map:

An abstract map shall be prepared sufficient to determine the following:

3.1.1. Any and all interests of public record held in the land to be acquired.

3.1.2 The total record holdings of an owner contiguous to land to be acquired from that owner.

3.1.3. Any and all interests in land to be acquired held in common (shopping mall parking lots, subdivision reserves, etc.)

3.1.4. Any and all improvements proposed by other agencies which may have a bearing on project development.

3.1.5. All called monuments, bearings, and distances as per recorded information.

N/A N/A 3.2. Right-of-Way Map:

NOT INCLUDED IN WORK AUTHORIZATION NO. 1

The SURVEYOR shall field locate property corners, existing right-of-way markers, improvements, visible utilities, verify and update the planimetric file, if provided, and as directed by the ENGINEER.

A right-of-way map shall be prepared for each proposed right-of-way project. A right-of-way map shall include a title sheet, an index sheet, a survey control index sheet, a horizontal and vertical control data sheet, and sufficient plan sheets to cover the proposed project, or as directed by the ENGINEER. The STATE has developed standard title sheets, index sheets, and plan sheets, copies of which the SURVEYOR shall request and secure for all purposes of this Contract. Plan sheets shall include, but need not be limited to, the following items of information.

By mutual agreement between the Texas Board of Professional Land Surveying and the TxDOT, right-of-way maps need not be signed and sealed by a Registered Professional Land Surveyor.

3.2.1. Proposed right-of-way lines shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.2. Existing right-of-way lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

Services Provided By:
SURVEYOR COUNTY

3.2.3. The proposed project baseline alignment shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the station of the curve Point of Intersection (PI), radius, delta angle, arc length, tangent length, long chord bearing and distance, and the N and E coordinates of the curve PI. All alignment PCs, PTs, and even 500 foot stations shall be labeled as to station.

3.2.4. Proposed paving lines combined with relevant existing paving lines shall be shown to the extent necessary to compile a complete picture of proposed traffic movements. Proposed paving on the final mylars submitted to the ENGINEER shall be shaded with a dot pattern or highlighted by some other means acceptable to the ENGINEER.

3.2.5. Access denial lines shall be shown sufficiently to indicate areas where access is to be denied and where access is to be permitted if required by the ENGINEER.

3.2.6. Private property lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.7. Porción lines, subdivision lines and survey lines shall be shown and identified by name and Porción number.

3.2.8. County lines and city limit lines shall be located and identified by name.

3.2.9. A north arrow shall be shown on each sheet, and, if possible, located in the upper right corner of the sheet.

3.2.10. Monumentation set or found shall be shown and described as to material and size.

3.2.11. A station and offset shall be shown for each PC, PT, and angle point in the proposed right-of-way lines. Stations and offsets shall be with respect to the proposed centerline alignment.

NOT INCLUDED IN
WORK AUTHORIZATION NO. 1

3.2.12. Intersecting and adjoining public right-of-ways shall be shown and identified by name, right-of-way width, and recording data.

3.2.13. Railroads shall be shown and identified by name, right-of-way width, and recording data.

3.2.14. Utility corridors shall be identified as to easement or fee and recording information shall be identified.

3.2.15. Easements and fee strips shall be shown and identified by width, owner, distance of easement to a property corner of the parent track, and recording data.

3.2.16. Building lines or set-back lines shall be shown and identified.

3.2.17. Visible improvements located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.18. Structures shall be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).

3.2.19. Structures which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to completely delineate the severed parts.

3.2.20. Parking areas, billboards, and other on-premise signs which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign which is located within the proposed right-of-way corridor.

Services
Provided By:
SURVEYOR COUNTY

3.2.21. In cases where structures are located outside the proposed right-of-way corridor and within 25 feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line shall be shown and field verified.

3.2.22. Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.23. The location of underground utilities and fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be determined and shown as required by the ENGINEER. The visible location of stand pipes, vents and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location and size in the event an actual location is indeterminable.

3.2.24. Points of commencing and points of beginning shall be shown and labeled. Points of beginning shall be shown with their respective N and E surface coordinates. As an exception, a point of commencing will not be required in the case of a total taking without a remainder.

3.2.25. Each parcel of land to be acquired shall be identified by a parcel number which shall appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel. If the SURVEYOR is unfamiliar with the criteria used by the STATE to assign parcel numbers, he shall seek the assistance of the ENGINEER at the time the abstract map is complete. THE SURVEYOR SHALL SEEK ASSISTANCE FROM THE ENGINEER IN DEVELOPING AN OWNERSHIP TABULATION TABLE.

3.2.26. An ownership tabulation shall be shown which shall include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment. Types of conveyance, film code and file numbers refer to conveyances into the STATE and will be added to the right-of-way map by the STATE at a later date. Several blank lines shall be provided in the tabulation block to facilitate future map additions.

NOT INCLUDED IN
WORK AUTHORIZATION NO. 1

3.2.27. A parent tract inset shall be shown for each parent tract which cannot be shown to scale on the right-of-way map. The use of broken scale lines should be avoided. When parent tract insets are used, the point of commencing with the appropriate bearing and distance to the point of beginning may be shown on the parent tract inset.

3.2.28. A note shall be included on the title sheet and each map sheet stating the source of bearings, coordinates, and datum used.

3.2.29. Appropriate notes shall be included on the title sheet and each map sheet stating the following:

a. Month(s) and year abstracting upon which the map is based.
b. Month(s) and year field surveys were conducted upon which the map is based.
c. Month and year the map was completed by the SURVEYOR.

3.2.30. The right-of-way CSJ number, if available, shall be shown on each right-of-way map sheet.

Services Provided By:
SURVEYOR COUNTY

3.3. Exhibits:

An Exhibit shall be prepared for each parcel or tract consisting of a property description and a parcel plat.

N/A NO 3.3.1. Property Description:

A property description shall be prepared for each parcel of land to be acquired. Standard formats for property descriptions, copies of which the SURVEYOR shall request to the ENGINEER and secure for all purposes of this Contract. Property descriptions shall include, but need not be limited to, the following items of information.

All property descriptions shall be signed and sealed by a Registered Professional Land Surveyor. The property description shall begin with a general description which shall include as a minimum:

a. State, County, and Survey within which the proposed parcel of land to be acquired is located.
b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
c. A reference by name to the grantor and grantee, date and recording data of the most current instrument(s) of conveyance describing the parent tract. Use execution dates in deed references as opposed to recording or filing dates. In any case, the property description shall make clear which date is being used.
   The property description shall continue with a metes and bounds description which shall include as a minimum:
d. A point of commencing.
e. A point of beginning with the appropriate N and E surface coordinates.
f. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance. Each course shall be identified either as a proposed right-of-way line, and existing right-of-way line, or a property line of the parent tract. Each property line of the parent tract shall be described with an appropriate adjoiner call.
g. A description of all monumentation set or found shall include, as a minimum, size and material.
h. A reference to the source of bearings, coordinates, and datum used.

NOT INCLUDED IN WORK AUTHORIZATION NO. 1

N/A NO 3.3.2. Parcel Plat:

A parcel plat shall be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR shall request from the ENGINEER and secure for all purposes in this Contract. Parcel plats shall include each and every item of information shown on the right-of-way map which concerns the individual parcel. All parcel plats shall be signed and sealed by a Registered Professional Land Surveyor.

Services Provided By: SURVEYOR	COUNTY	
		4. DELIVERABLES: In preparing right-of-way maps, the following is an outline of the work to be submitted (records should be delivered in a binder):
N/A	NO	4.1. An Abstract Map of the current record title holders included in the Preliminary Map showing the proposed schematic and existing right-of-way as per General Specifications.
N/A	NO	4.2. A Right-of-Way map for the project limits under cover of Title Sheet, Index Sheet, Control Data Sheet, and Exhibits of the property descriptions and parcel plats as per General Specifications.
N/A	NO	4.3. Appropriate monuments on the proposed right-of-way lines at intersecting property lines, and at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and at 1,000 foot stations.
N/A	NO	4.4. Appropriate monuments on the existing right-of-way lines in areas of no acquisition at all PCs, PTs, angle points, and 1,000 foot stations, and as directed by the ENGINEER.
N/A	NO	4.5. A SURVEYOR's report, outlining the approach, reasons or basis for the existing right-of-way determination, and conclusions made.
N/A	NO	4.6. Records used to establish ownership.
N/A	NO	4.7. ROW and parcel filed notes signed and sealed by a RPLS.
N/A	NO	4.8. Computation sheets of survey closures, ground surveys, etc. used to develop plats and meets and bound information.
N/A	NO	4.9. Items indicated under the Automation Requirements Section 6.
N/A	NO	4.10 Completed (Attached) Checklist with submittal of ROW Map etc.

5. GENERAL REQUIREMENTS:

For purposes of this Contract, the following general requirements shall apply:

NOT INCLUDED IN WORK AUTHORIZATION NO. 1

5.1. Copies of instruments of record submitted to the ENGINEER shall be indexed by parcel number.

5.2. Coordinates appearing on right-of-way maps, on parcel plats, and in property descriptions shall be surface coordinates based on the Texas State Plane Coordinate System. The combined adjustment factors (sea level factor x scale factor) which have been developed by the STATE for its use are as follows:

5.2.1. In (List Applicable Counties): Counties (---------- Zone), grid coordinates are multiplied by a combined adjustment factor of 1.xxxxxx to obtain surface coordinates. For work in Counties other than those listed, the ENGINEER will provide the combine adjustment factor.

5.3. Line and curve tables may be used when necessary.

5.4. The number of centerline alignment stations to be shown on a single plan sheet shall be restricted to the extent necessary to allow approximately 4 inches between match lines and sheet borders for future details and notes.

5.5. A minimum 4 inch by 4 inch space shall be reserved at the bottom right corner of each map sheet for future revision notes.

Services
Provided By:
SURVEYOR COUNTY

6. AUTOMATION REQUIREMENTS:

In addition to standard hard copy plots and mylar copies, the following will be required electronically:

6.1. Right-of-way maps and parcel plats shall be prepared using a *Micro Station* software graphics system capable of producing graphics files that can be plotted and viewed without further modification or conversion using the State's *Micro Station V8* graphics system.

6.2. It is the intent of the ENGINEER to secure graphics files which have elements of equal integrity, singularity, and attributes as elements prepared using the State's *Micro Station V8* graphics system.

6.3. For purposes of clarity, consistency, and ease of utilization, the SURVEYOR shall request and secure standards relevant to right-of-way mapping to the extent necessary to ensure that the needs of the ENGINEER are met. This includes, but may not be limited to, TxDOT seed file and corresponding units.def file, TxDOT font resource file, TxDOT GEOPAK SMD file, TxDOT DGNLIB, associated cell libraries and custom line styles, and other files as deemed appropriate for the project.

6.4. Graphics files furnished to the ENGINEER by the SURVEYOR shall be submitted on a Compact Disk CD, DVD or USB, in a format compatible with the STATE's computer system. The SURVEYOR shall confer with the ENGINEER regarding acceptable media and formats before making submissions. The SURVEYOR shall request and secure a Consultant File Index form provided by the ENGINEER, to be completed by the SURVEYOR, and to be submitted to the ENGINEER along with the graphics files.

6.5. Property descriptions shall be prepared using a computer word processing system capable of producing data files readable using *Microsoft Office Word Version* 2007 word processing software.

6.6. Data files furnished to the ENGINEER by the SURVEYOR shall be submitted in ACSII format on a CD, DVD or USB.

6.7. Provide to the ENGINEER electronic copies of all instruments of record acquired pursuant to a work authorization.

NOT INCLUDED IN
WORK AUTHORIZATION NO. 1

7. GENERAL SPECIFICATIONS:

For purposes of this Contract, the following general specifications for right-of-way mapping shall apply:

7.1. Completed right-of-way maps shall be submitted to the ENGINEER on single or double matte mylar, 22 inches by 34 inches in size with a 21 inch by 32 inch printed border positioned ½ inch from the top, bottom, and right edge of the sheet. Two copies on 11 inch by 17 inch paper will also be supplied to the ENGINEER.

7.2. Parcel plats shall be submitted to the ENGINEER on 8 ½ inch by 11 inch bond paper with respective borders of 7 ½ inches by 10 inches, positioned ½ inch from the top, bottom, and right edge of the sheet. Match lines shall be used where more than one sheet is required.

7.3. Right-of-way maps shall be drawn to a scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER.

Services
Provided By:
SURVEYOR COUNTY

7.4. Since right-of-way maps are reduced in size by one-half for archiving purposes, the smallest size lettering acceptable on a right-of-way map shall be 1/10 of one inch (Leroy #100). A right-of-way map which contains any lettering smaller than 1/10 of one inch will not be accepted by the ENGINEER.

7.5. Parcel plats shall be drawn to a preferred scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER. In the case of a very large parcel which would be difficult to show with clarity on a single 8 ½ inch by 11 inch sheet, the SURVEYOR shall use multiple 8 ½ inch by 11 inch sheets with matching lines.

7.6. The smallest size lettering acceptable on a parcel plat shall be 0.06 of an inch (Leroy #60).

7.7. Property descriptions shall be submitted on 8 ½ inch by 11 inch bond paper.

7.8. The ENGINEER has encountered a number of mylar products which are considered unacceptable. The SURVEYOR shall confer with the ENGINEER regarding mylar products he intends to use which have not been previously used on State projects.

7.9. Zip-A-Tone or other similar stick-on products shall not be used on right-of-way maps or parcel plats.

8. ADHERENCE TO STANDARDS:

For purposes of clarity, consistency, and ease of understanding, the COUNTY, as an acquiring agency of private property for public use, has adopted the STATE standards and formats for right-of-way mapping which have proven to facilitate the processes of negotiation, appraisal, relocation assistance, and condemnation. It shall be the responsibility of the SURVEYOR to adhere to these standards and formats to every extent possible to ensure that the needs of the acquiring agency are met.

NOT INCLUDED IN WORK AUTHORIZATION NO. 1

SAMPLES ATTACHED FC 130:

- PARCEL (PRELIMINARY) Right-of-Way Layout / Abstract Map
- Right-of-Way Map, Field Notes, Parcel Sketches and Area Computation Sheets

ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects.

MAP:

General

___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Micro station and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements

NOT INCLUDED IN WORK AUTHORIZATION NO. 1

___ Title and description of project including county, limits, etc.
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements

___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

Existing information:

___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*
___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines

___ Property descriptions i.e., lot, block, tract, subdivision, etc…
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:
___ #5- 2-ft iron road set monumentation i.e. P.C., P.T., Break Points and 1000' stations at proposed ROW lines and where existing ROW line is the proposed ROW.
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc…
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc.
___ Math checked on remainder

Improvements:
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

FIELD NOTES - Heading
___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

NOT INCLUDED IN WORK AUTHORIZATION NO. 1

General Description or "preamble"
___ Area of parcel to be required is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels
Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

Particular Description
___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description
___ Last call leads back to P.O.B.
___ Restates area of parcel

___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH:

___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET

___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

NOT INCLUDED IN
WORK AUTHORIZATION NO. 1

FIELD SURVEYING AND PHOTOGRAMMETRY
(Function Code 150)

Services Provided By:
ENGINEER COUNTY

B. DESIGN AND CONSTRUCTION SURVEYS:

1. PURPOSE:

The purpose of a "design survey" is to provide field information in support of transportation systems design.

The purpose of a "construction survey" is to provide field data in support of highway construction.

2. DEFINITIONS:

A "design survey" is defined as the combined performance of research, field work, analysis, computation, and documentation necessary to provide detailed topographic (3-dimensional) mapping of a project site. A design survey may include, but need not be limited to, cross-sections or data to create cross-sections and Digital Terrain Models (DTM), horizontal and vertical location of utilities and improvements, detailing of bridges and other structures, review of right-of-way maps, establishing control points, etc.

A "construction survey" is defined as the combined performance of reconnaissance, field work, analysis, computation, and documentation necessary to provide the horizontal and vertical position of specific ground points to be used by the construction contractor for determining lines and grades.

NOT INCLUDED IN

3. WORK TO BE PERFORMED:

WORK AUTHORIZATION NO. 1

3.1. Design Surveys:

In performing design surveys, the following will be requested by the ENGINEER on an as needed basis, but need not be limited to:

NO	N/A	3.1.1.	Obtain or collect data to create cross-sections and digital terrain models including any missing voids identified by the ENGINEER.
NO	N/A	3.1.2.	Locate all existing utilities, overhead and underground. Horizontally – the SURVEYOR shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The ENGINEER will coordinate with the utility companies and jointly the SURVEYOR and the ENGINEER will identify which utilities were missed and need to be tied down. Vertically – The ENGINEER shall identify all utilities that are potential conflicts and that need to be tied vertically and coordinate the exposure. The ENGINEER will advise the SURVEYOR in writing of the needed vertical ties and he will provide the required information to the ENGINEER promptly.
NO	N/A	3.1.3.	Locate topographical features and existing improvements.
NO	N/A	3.1.4.	Provide details of existing bridge structures. The SURVEYOR shall tie the top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
NO	N/A	3.1.5.	Provide details of existing drainage features, such as culverts, manholes, inlets, etc. The SURVEYOR will tie horizontally and vertically all existing storm drain systems that lie within the existing & proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.
NO	N/A	3.1.6.	Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street).

Services Provided By: ENGINEER	COUNTY		
NO	N/A	3.1.7.	Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout. The SURVEYOR will meet with the ENGINEER before he ties down any irrigation lines. The ENGINEER will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the ENGINEER and tie the structures horizontally and vertically and include in the field books to be submitted.
NO	N/A	3.1.8.	Cross section and profile all outfall channels identified on the Hydrologic Map for a distance of 200-ft beyond the proposed ROW upstream and downstream at 100-ft intervals. The SURVEYOR will provide a complete 2D/3D File including utilities of the outfalls identified.
NO	N/A	3.1.9.	Inventory all driveways, commercial entrances, public roads and side streets separately. Obtain centerline station. (Width at ROW, PAV'T and existing radius. Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. Obtain width at R.O.W. line. Obtain elevations at both edges of the driveway or turnout in line with the side drain.
NO	N/A	3.1.10.	Inventory signs, mailboxes, and large trees within the proposed ROW.
NO	N/A	3.1.11.	Locate wetlands.
NO	N/A	3.1.12.	Establish additional control points.
NO	N/A	3.1.13.	Locate existing right-of-ways.
NO	N/A	3.1.14.	Review right-of-way maps.
NO	N/A	3.1.15.	Locate boreholes.
NO	N/A	3.1.16.	Perform hydrographic surveys.
NO	N/A	3.1.17.	Update existing control data and prepare survey control data sheets, as required by the Design Manual, signed by a Registered Professional Land Surveyor, for inclusion into a construction plan set.
		3.2.	Construction Surveys: In performing construction surveys, the following will be requested by the ENGINEER on an as needed basis, but need not be limited to:
NO	N/A	3.2.1.	Stake existing and/or proposed right-of-ways.
NO	N/A	3.2.2.	Stake existing and/or proposed baseline/centerline.
NO	N/A	3.2.3.	Stake proposed bridge structures.
NO	N/A	3.2.4.	Stake proposed drainage structures, such as manholes, culverts, etc.
NO	N/A	3.2.5.	Set grade stakes.
NO	N/A	3.2.6.	Recover and check existing control points.
NO	N/A	3.2.7.	Establish additional control points.
NO	N/A	3.2.8.	Check elevations and locations of structures.
NO	N/A	3.2.9.	Determine and resolve conflicts associated with survey data.

NOT INCLUDED IN
WORK AUTHORIZATION NO. 1

4. DELIVERABLES:

The deliverables to be specified in individual work authorizations for design surveys and construction surveys may be any combination of the following:

NO	N/A	4.1.	Digital Terrain Models (DTM) in a format acceptable by the ENGINEER.
NO	N/A	4.2.	Final H&V Field Book Binder with all pertinent information obtained in the field for Design Surveys. Maps, plans, or sketches prepared by the SURVEYOR showing the results of field surveys.

NO	N/A	4.3.	Computer printouts or other tabulations summarizing the results of field surveys.
NO	N/A	4.4.	Digital files or media acceptable by the ENGINEER containing field survey data.
NO	N/A	4.5.	Maps, plats, plans, sketches, or other documents acquired from utility companies, private corporations, or other public agencies, the contents of which are relevant to the survey.
NO	N/A	4.6.	Field survey notes, as electronic and/or hard copies.
NO	N/A	4.7.	An 8 ½ inch by 11 inch survey control data sheet for each construction control point which shall include, but need not be limited to, a location sketch, a physical description of the point including a minimum of two reference ties, surface coordinates, a surface adjustment factor, elevation, and the horizontal and vertical datums used. Survey control data sheets shall be signed and sealed by the supervising Registered Professional Land Surveyor.
NO	N/A	4.8.	Final mylar set of 11 inch by 17 inch Survey Control data sheets sign and seal by the RPLS per TxDOT guidelines.
NO	N/A	4.9.	A digital and/or hard copy of all computer printouts of horizontal and vertical conventional traverses, GPS analysis and results, data including property descriptions with field notes and plats, right-of-way maps, and survey control data sheets to include in the H&V Field Book Binder.
NO	N/A	4.10.	Survey reports in a format requested by the ENGINEER.
NO	N/A	4.11.	Items indicated under the Automation Requirements Section 6.

5. GENERAL REQUIREMENTS:

NOT INCLUDED IN
WORK AUTHORIZATION NO. 1

5.1. Design surveys and construction surveys shall be performed under the supervision of a Registered Professional Land Surveyor currently registered with the Texas Board of Professional Land Surveying.

5.2. Horizontal ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the STATE.

Reference may be made to standards of accuracy for horizontal control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.3. Vertical ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the ENGINEER.

Reference may be made to standards of accuracy for vertical control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.4. Side shots or short traverse procedures used to determine horizontal and vertical locations shall meet the following criteria:

5.4.1. Side shots or short traverses shall begin and end on horizontal and vertical ground control as described above.

5.4.2. Standards, procedures, and equipment used shall be such that horizontal locations relative to the control may be reported within the following limits:

a. Bridges and other roadway structures: less than 0.1 of one foot.
b. Utilities and improvements: less than 0.2 of one foot.
c. Cross-sections and profiles: less than 1 foot.
d. Bore holes: less than 3 feet.

5.4.3. Standards, procedures, and equipment used shall be such that vertical locations relative to the control may be reported within the following limits:

a. Bridges and other roadway structures: less than 0.02 of one foot.
b. Utilities and improvements: less than 0.1 of one foot.
c. Cross-sections and profiles: less than 0.2 of one foot.
d. Bore holes: less than 0.5 of one foot.

6. AUTOMATION REQUIREMENTS:

6.1. Planimetric design files (DGN) shall be fully compatible with the State's *Micro Station V8* graphics program without further modification or conversion.

6.2. Electronically collected and processed field survey data files shall be fully compatible with the State's *CADD* systems without further modification or conversion. All files shall incorporate only those feature codes currently being used by the STATE.

6.3. Digital Terrain Models (DTM) shall be fully compatible with the STATE's GEOPAK system without further modification or conversion. All DTM files shall be fully edited and rectified to provide a complete digital terrain model with all necessary break lines.

NOT INCLUDED IN
WORK AUTHORIZATION NO. 1

ADDITIONAL RESPONSIBILITIES

A. TRAFFIC CONTROL:

The SURVEYOR shall control traffic in and near surveying operations adequately to comply with provisions of the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI and the latest edition of the Occupational Safety Manual both of which can be found on the TxDOT internet site.

In the event field crew personnel must divert traffic or close traveled lanes, a Traffic Control Plan based upon principles outlined in the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI shall be prepared by the SURVEYOR and approved by the ENGINEER prior to commencement of field work. A copy of the approved plan shall be in the possession of field crew personnel on the job site at all times and shall be made available to the ENGINEER for inspection upon request.

B. INVOICING:

Payment requests shall include a SURVEYOR's invoice. With each payment request, the SURVEYOR shall submit a project status report which will, as a minimum, include the percentage of total work complete as of the date of the payment request and a description of current work activity. The percentage of total work complete shall not be based simply on the percentage of funds expended, but shall be based on the best judgment of the SURVEYOR as to the percentage of actual work complete.

C. EASEMENTS, LETTERS OF PERMISSION, ETC.

The SURVEYOR shall be responsible for delineating easements. The SURVEYOR will be responsible for securing the necessary legal instruments and obtaining all Right-of-Entries (ROEs).

D. MEETINGS:

The ENGINEER shall setup the necessary meetings with the SURVEYOR in order to assure all field information is provided on-time and products are delivered in accordance with TxDOT's specifications. SURVEYOR must attend all meetings involving data provided or requested by ENGINEER.

NOT INCLUDED IN WORK AUTHORIZATION NO. 1

E. PROJECT MANAGER/SURVEYOR COMMUNICATION:

The SURVEYOR shall designate one Texas Registered Professional Land Surveyor (RPLS) to be responsible throughout the project for project surveying coordination and all communications, including billing, with the ENGINEER.

F. OFFICE LOCATION:

The SURVEYOR will perform the services to be provided under this agreement out of a local office and have a crew available to perform requested tasks within 24 hours of request. The coordinating SURVEYOR's Project Manager (RPLS) shall be accessible at all times and working from the local office.

ROADWAY DESIGN CONTROLS
(Function Code 160)

Services Provided By: ENGINEER	COUNTY	
		1. Geometric Design
YES	N/A	a. Horizontal and Vertical Alignment (Preliminary based on office surveys)
YES	N/A	b. Schematic Layout
		(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
		(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
		(3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
		(4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
		(5) The tentative ROW limits.
		(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
		(b) Provide a graphics file containing the approved schematic.
		(6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
		(7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
		(8) The control of access lines if Interstate or designated under House Bill 179.
		(9) Direction of traffic flow on all roadways.
		(10) Location and width of median openings for highway without access control.
		(11) The geometric of speed change (acceleration, deceleration, climbing) lanes.
YES	N/A	2. General Guidelines for Project Development
		a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
		b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
		c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
		d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

Services Provided By: ENGINEER	COUNTY	
YES	N/A	2. General Guidelines for Project Development *(continued)*

e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.

f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.

g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.

h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**

N/A	N/A	3. Exhibit for Airway/Highway Clearance Permits
		4. Grading Design
NO	N/A	a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
NO	N/A	b. Typical Sections
NO	N/A	c. Design Cross Sections
NO	N/A	d. Determine Cut and Fill Quantities
N/A	N/A	e. Slope Stability Analysis
N/A	N/A	f. Embankment Foundation Stability Analysis
N/A	N/A	g. Embankment Settlement Analysis
		5. Pavement Design
NO	N/A	a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
NO	N/A	b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
N/A	N/A	(a) Along center line
N/A	N/A	(b) Along center line of each roadway
		The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)

NOT INCLUDED IN
WORK AUTHORIZATION NO. 1

Services Provided By: ENGINEER	COUNTY	
		5. Pavement Design *(continued)*
		c. Embankment and Subgrade *(continued)*
NO	N/A	(2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
NO	N/A	d. Traffic Data for Pavement Design by STATE
NO	N/A	e. Basic Design Criteria
NO	N/A	f. Life Cycle Cost Analysis(es)
NO	N/A	g. Cost Data
NO	N/A	h. Pavement Material Properties
NO	N/A	i. Rehabilitation Investigations
NO	N/A	(1) Core Hole Survey (Show cost estimate with Function Code 110)
		(a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

NOT INCLUDED IN
WORK AUTHORIZATION NO. 1

DRAINAGE
(Function Code 161)

Services Provided By: ENGINEER	COUNTY	
		All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the COUNTY.
		1. Hydrologic Studies, Discharges
YES	N/A	a. Drainage area maps showing existing conditions and proposed improvements of outfalls.
YES	N/A	b. Hydrologic data/discharge determination
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations
NO	N/A	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
NO	N/A	(2) Storm water detention required outside the ROW (as per HCDD#1)
NO	N/A	(3) Culverts
NO	N/A	(4) Bridge waterways
NO	N/A	(5) Channels
NO	N/A	(6) Storm sewers/inlets
NO	N/A	(7) Pump stations
NO	N/A	(8) Storm Water Management facilities
NO	N/A	(9) Other
		(a) Irrigation Canals/Siphons
NO	N/A	b. Hydraulic reports
NO	N/A	c. Federal Emergency Management Agency (FEMA) floodway requirements
NO	N/A	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted
		3. Layout, Structural Design and Detailing of Drainage Features
		a. Culverts
NO	N/A	(1) New culverts
NO	N/A	(2) Culvert widening and/or lengthening
NO	N/A	(3) Culvert replacements
		b. Storm sewers
NO	N/A	(1) New storm sewers
NO	N/A	(2) Modify existing storm sewers
NO	N/A	(3) Inlets
NO	N/A	(4) Manholes
NO	N/A	(5) Trunk lines
NO	N/A	c. Pump stations
NO	N/A	d. Subsurface drainage at retaining walls
NO	N/A	e. Outfall channel(s) within the ROW
NO	N/A	f. Outfall channel(s) outside the ROW
NO	N/A	g. Detention Pond(s) within the ROW
NO	N/A	h. Detention Pond(s) outside the ROW
NO	N/A	i. Summary of Quantities
NO	N/A	j. Storm Water Management facilities
NO	N/A	4. Storm Water Pollution Prevention Plan (SW3P)
NO	N/A	5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170.

NOT INCLUDED IN
WORK AUTHORIZATION NO. 1

SIGNING, MARKINGS AND SIGNALIZATION

(Function Code 162)

Services Provided By: ENGINEER	COUNTY		
NO	N/A	1.	Signing and Markings Layout
			a. Requirements (Separate Layout)
			(1) Roadway layout
			(2) Center line with station numbering
			(3) ROW lines
			(4) Culverts and other structures that present a hazard to traffic
			(5) Location of utilities, if not shown on plan and profile
			(6) Existing signs to remain, to be removed, to be relocated
			(7) Proposed signs (illustrated and numbered)
			(8) Existing overhead sign bridges to remain, to be revised, removed or relocated
			(9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout)
			(10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
			(12) Quantities of existing pavement markings to be removed
			(13) Proposed delineators and object markers
			b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided:
			(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps
			(2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
			(3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes
			(4) The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the District Engineer)
			(5) Tentative ROW limits
			(6) Direction of traffic flow on all roadways
			(7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
NO	N/A	2.	Summary of Small Signs Tabulation
NO	N/A	3.	Summary of Large Signs Tabulation including all Guide Signs
NO	N/A	4.	Sign Detail Sheets
			a. All signs except route markers
			b. Design details for large guide signs
			c. Dimensions of letters, shields, borders, corner radii etc.
			d. Designation of shields attached to guide signs
			e. Designation of arrow used on exit direction signs

NOT INCLUDED IN
WORK AUTHORIZATION NO. 1

Services Provided By: ENGINEER	COUNTY	
		5. Traffic Signals
		a. Development of Justification (Warrant) Data
NO	N/A	(1) Location Map Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
NO	N/A	(2) Photographs as appropriate
NO	N/A	(3) Accident data as appropriate
		(4) Vehicle volumes (provided by TxDOT)
N/A	N/A	(a) Existing
N/A	N/A	(b) Estimated
N/A	N/A	(c) Projected
N/A	N/A	(d) Pedestrian
N/A	N/A	(5) Traffic Survey - Count Analysis
N/A	N/A	(6) Recommendation based on above data
NO	N/A	b. Layout
		(1) Title Sheet (when applicable)
		(a) Describe the location
		(b) Type of installation
		(c) Area map with project limits for each location
		(d) Index of sheets
		(e) Space for official signatures
		(2) Estimate and quantity sheet (when applicable)
		(a) List of all bid items
		(b) Bid item quantities
		(c) Specification item number
		(d) Paid item description and unit of measure
		(3) Basis of estimate sheet (list of materials)
		(4) General notes and specification data sheet
		(5) Condition diagram
		(a) Highway and intersection design features
		(b) Roadside development
		(c) Traffic control including illumination
		(6) Plan sheet(s)
		(a) Existing traffic control that will remain (signs and markings)
		(b) Existing utilities
		(c) Proposed highway improvements
		(d) Proposed installation
		(e) Proposed additional traffic controls
		(f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
		(g) Proposed illumination attached to signal poles.
		(7) Notes for plan layout
		(8) Elevation sheet(s) (span wire design)
		(9) Phase sequence diagram(s)
		(a) Signal locations
		(b) Signal indications
		(c) Phase diagram
		(d) Signal sequence table
		(e) Flashing operation (normal and emergency)
		(f) Preemption operation (when applicable)
		(g) Interval timing, cycle length and offset

NOT INCLUDED IN
WORK AUTHORIZATION NO. 1

Services Provided By: ENGINEER	COUNTY	
		5. Traffic Signals *(continued)*
NO	N/A	b. Layout *(continued)*
		(10) Construction detail sheets(s)
		(a) Poles (TxDOT standard sheets)
		(b) Detectors
		(c) Pull Box and conduit layout
		(d) Controller Foundation standard sheet
		(11) Marking details (when applicable)
		(12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions
		(13) Aerial or underground interconnect details (when applicable)
		c. General Requirements
		(1) Contact local utility company
NO	N/A	(a) Confirm power source
NO	N/A	(b) Discuss route of aerial or underground interconnect cable (when applicable)
N/A	N/A	(c) Adjustment of overhead utility lines
NO	N/A	(2) Prepare governing specifications and special provisions list
NO	N/A	(3) Prepare project estimate
NO	N/A	d. Summary of Quantities

NOT INCLUDED IN
WORK AUTHORIZATION NO. 1

MISCELLANEOUS (ROADWAY)

(Function Code 163)

Services Provided By: ENGINEER	COUNTY	
		1. Retaining Walls
		a. Structural Details
N/A	N/A	(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
N/A	N/A	(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
N/A	N/A	(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b. Alternate Patented Retaining Walls at all locations. (Layouts Only)**
N/A	N/A	(1) Mechanically Stabilized Earth
N/A	N/A	(2) Concrete Block Wall Systems
N/A	N/A	c. Retaining Wall Layout (PLAN)
		(1) Designation of reference line
		(2) Beginning and ending retaining wall stations
		(3) Station of each retaining wall joint***
		(4) Offset from reference line
		(5) Horizontal curve data
		(6) Number of retaining wall panels and lengths***
		(7) Total length of wall
		(8) Indicate face of wall
		(9) All wall dimensions and alignment relations (alignment data as necessary)
		(10) Soil core hole locations
N/A	N/A	d. Retaining Wall Layout (ELEVATION)
		(1) Top of wall elevations at each joint or intervals***
		(2) Existing and finished ground line elevations
		(3) Height of stem at each joint***
		(4) Wall panel designations***
		(5) Top of footing elevations***
		(6) Limits of measurement for payment***
		(7) Type, limits and anchorage details of railing (If applicable)
		(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
N/A	N/A	e. Foundation Studies (Show cost estimate with Function Code 110)
N/A	N/A	(1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
N/A	N/A	f. Stability Analysis (the ENGINEER shall estimate this task as part of his bid to complete the work).
N/A	N/A	g. Estimate
N/A	N/A	h. Summary of Quantities
N/A	N/A	i. Typical X-section.
N/A	N/A	j. General Guidelines for Retaining Walls
		(1) The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
		(2) The ground water level should be observed at the water strike.
		(3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
		(4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

NOT INCLUDED IN
WORK AUTHORIZATION NO. 1

Services Provided By: ENGINEER	COUNTY	
NO	N/A	2. Traffic Control Plan, Detours and Sequence of Construction Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts: a. The sequence of construction and method of handling traffic during each phase. b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc. c. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence. d. Where detours are provided, typical cross sections shall be shown. e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.
		3. Illumination
N/A	N/A	a. Preliminary Roadway Illumination Layout and Circuit Layout (1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following: (a) The location of interchanges, main lanes, grade separations, frontage roads and ramps (b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps (c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes (d) The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer) (e) Tentative ROW limits (f) Direction of traffic flow on all roadways (g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
N/A	N/A	b. Final Roadway Illumination and Electrical Circuit Layouts (1) Roadway layout showing pavement edges, shoulders, curbs, retaining walls, etc. (2) Center line with station numbering. (3) ROW lines. (4) Symbol legend. Use department standard symbols for lighting and electrical. (5) Culverts and other structures that present a hazard to traffic. (6) Location of underground utilities, if not shown on plan profile. (7) Location of overhead electrical lines, both crossing and parallel to ROW. (8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated. (9) Existing service poles, electrical circuits, ground boxes, etc. (10) Contact electric utility for service pole locations, voltage characteristics. (11) Location of proposed sign lighting circuits and roadway illumination. (12) Proposed electrical circuits. (13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.

NOT INCLUDED IN
WORK AUTHORIZATION NO. 1

Services Provided By: ENGINEER	COUNTY	
		3. Illumination *(continued)*
N/A	N/A	c. General Guidelines for Illumination (If applicable) The ENGINEER shall submit to the COUNTY, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the STATE. Two copies of the layout sheets are to be submitted. One copy will be returned to the Engineer showing corrections that are to be made by the ENGINEER. When final plan submission is made, the ENGINEER shall provide a written statement regarding completion of the corrections.
		4. Miscellaneous Drafting/Standards
NO	N/A	a. Erosion Control
N/A	N/A	b. Landscape Development
NO	N/A	5. Compute and Tabulate Quantities
NO	N/A	6. Special Utility Details (Irrigation lines)
		7. Miscellaneous Structures
		a. Type of Structure*
		(1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
N/A	N/A	(a) New O.S.B. structure(s)
N/A	N/A	(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
N/A	N/A	(2) High Mast Illumination Poles (HMIP)
N/A	N/A	(3) Traffic Signal Supports
N/A	N/A	(4) Conventional Illumination Poles
N/A	N/A	(5) Sound Barrier Walls
N/A	N/A	b. Checklist for Layouts
		(1) Reference appropriate C.S.B. standard
		(2) Drilled shaft size and length
		(3) Soil strength used for design {indicate basis and boring(s) used}
		(4) Design height
		(5) Tower heights
		(6) Leg spacings
		(7) Design wind speed
N/A	N/A	c. Foundation Studies (Show cost estimate with Function Code 110) The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8. Agreements
N/A	N/A	a. Utility Agreements
N/A	N/A	b. Exhibits for Utility Agreements
N/A	N/A	c. Railroad Agreements
		d. Railroad Exhibits
N/A	N/A	(1) Railroad Underpasses
N/A	N/A	(2) Railroad Overpasses
N/A	N/A	(3) Railroad Grade Crossing (Replanking)
N/A	N/A	(4) Railroad Grade Crossing Warning Systems (Signals)
N/A	N/A	(5) Other Miscellaneous Sketches for Railroads
N/A	N/A	e. Traffic Signal Agreements
N/A	N/A	f. Exhibits for Traffic Signal Agreements
N/A	N/A	9. Estimate
N/A	N/A	10. Specifications and General Notes

NOT INCLUDED IN
WORK AUTHORIZATION NO. 1

BRIDGE DESIGN
(Function Code 170)

Services Provided By: ENGINEER	COUNTY		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
N/A	N/A	(1) Underpass(es)	
N/A	N/A	(2) Overpass(es)	
N/A	N/A	(3) Main Lanes	_____
N/A	N/A	(4) Direct Connector(s)	_____
N/A	N/A	(5) Ramp Bridge(s)	_____
N/A	N/A	(6) Waterway Structure(s)**	_____
N/A	N/A	(7) Pedestrian Structure(s)	_____
N/A	N/A	(8) Utility Structure(s)	_____
N/A	N/A	(9) Railroad Underpass(es)	_____
N/A	N/A	(10) Railroad Overpass(es)	_____
N/A	N/A	(11) Bridge Classification Culvert(s)**	_____
N/A	N/A	(11) Alternate Structural Designs	_____
N/A	N/A	(12) Alternate Foundation Design	_____
		Total New Structures =	
		b. Existing Structure(s)	_____
N/A	N/A	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	
N/A	N/A	(2) Bridge Replacement	_____
N/A	N/A	(3) Raising Bridge Elevation	_____
N/A	N/A	(4) Bridge Classification Culvert(s)	
		Widening and/or Modification of Existing Structures(s)	_____
N/A	N/A	(5) Railroad Overpass(es)	_____
N/A	N/A	(6) Railroad Underpass(es)	_____
		Total Existing Structures =	_____

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* Contour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the ENGINEER should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

Services Provided By: ENGINEER	COUNTY	
N/A	N/A	2. Preparation of Bridge Layouts (each bridge)

a. Bridge Layouts (PLAN)
- (1) Horizontal curve information or bearing of centerline.
- (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
- (3) Bearing of center line or reference line.
- (4) Skew angle(s).
- (5) Slope for header banks and approach fills.
- (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
- (7) Approach pavement and crown width.
- (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
- (9) Approach slab and curb returns.
- (10) Limits and type of riprap.
- (11) Proposed features under structure.
- (12) Location of profile grade line.
- (13) North arrow.
- (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
- (15) Cross slope and super elevation data.
- (16) Minimum horizontal clearances when applicable.
  - (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
- (17) Location of soil core holes (station and offset), shown on layout.
- (18) Bent stations and bearings.
- (19) Retaining wall locations.
- (20) Traffic flow directional arrows.
- (21) Railing types shown.
- (22) Joint types and seal size, if used.
- (23) Beam line numbers consistent with span details.
- (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
- (25) Bearings of utilities.

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b. Bridge Layouts (ELEVATION)
- (1) Type of foundation.
- (2) Finished grade elevations at beginning and end of bridge.
- (3) Overall length of structure.
- (4) Length, type of spans and units.
- (5) Type of railing.
- (6) Minimum calculated vertical clearance(s).
- (7) Existing and proposed ground lines clearly marked.
- (8) Grid elevations and stations.
- (9) Bent numbers encircled.
- (10) Stationing of bridge compatible with grid stations.
- (11) Standard title.
- (12) Profile grade data.
- (13) Type of riprap.
- (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
- (15) Fixed/expansion condition of all bents.
- (16) Column "H" heights.
- (17) Number, size and length of foundations.

Services Provided By: ENGINEER	COUNTY		
N/A	N/A	2.	Preparation of Bridge Layouts (each bridge) *(continued)* c. Additional layout requirements for waterway structures and bridge classification culverts. (1) Design and 100-year peak discharges. (2) Design and 100-year high water (HW) (Recorded HW and date if available) (3) Natural and through-bridge velocities for design and 100-year floods. (4) Calculated backwater for design and 100-year floods. (5) Direction of flow for waterway crossings. (6) Contours for water crossing.
N/A	N/A	3.	Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
N/A	N/A	4.	Foundation Studies (Show cost estimate with Function Code 110) The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).
N/A	N/A	5.	Bridge Total Quantities and Cost Estimates (each bridge)
N/A	N/A	6.	Bridge Special Provisions and Specifications (each bridge)
N/A	N/A	7.	Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.
N/A	N/A	8.	General Guidelines for Bridge Design a. The ENGINEER shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.** Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following: • TxDOT Design Division, when applicable: - Railroad Companies - FHWA - U.S. Army Corps of Engineers - U.S. Coast Guard - Bureau of Reclamation - Texas Parks and Wildlife - Others Therefore, the bridge layout should be submitted at the earliest possible date and the ENGINEER's design schedule should reflect this. b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design. c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

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Services
Provided By:
ENGINEER COUNTY

8. General Guidelines for Bridge Design *(continued)*

d. The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The ENGINEER shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**

e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.

f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the ENGINEER upon request. These standards shall not be redrawn by the ENGINEER nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the ENGINEER shall not be identified as standards.

h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.

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i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.

j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.

k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

CONSTRUCTION PHASE SERVICES
(Function Code 320)

Services Provided By:
ENGINEER COUNTY

N/A N/A **CONSTRUCTION MANAGEMENT SERVICES:**

The ENGINEER will provide engineering, geotechnical testing and support services for and during the construction of the Project or portions of the Project approved by the COUNTY. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

Construction Bidding:

1) The ENGINEER will furnish the COUNTY the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The ENGINEER will assist the COUNTY on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

Construction Contract Administration and Inspection:

3) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the COUNTY and act as the COUNTY's representative as provided in the General Condition of the Construction Contract.

4) The ENGINEER will coordinate and conduct a pre-construction conference (if required).

5) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

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6) Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the COUNTY for the preparation of the monthly and final estimates for payment to the Contractor.

7) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:

   a) Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

   b) Resident Engineer and/or Construction Inspector(s). The ENGINEER will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to TxDOT's PS&E specifications.

Miscellaneous Technical Activities:

8) Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.

9) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

   a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

   b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

10) Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the COUNTY.

11) As Built Drawings. The ENGINEER will develop as built drawings to depict the work as actually constructed. The COUNTY will be furnished five (5) set of prints.

N/A N/A **CONSTRUCTION MATERIAL TESTING:**

The ENGINEER will provide the COUNTY with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (11/07). The construction material testing includes, but is not limited to the following:

(a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
(b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
(c) Field sampling and testing of fresh concrete and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
(d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
(e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
(f) The ENGINEER will be responsible for concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site.
(g) Any additional laboratory testing as required/requested by the COUNTY and the project plans and specifications.
(h) Providing accurate and timely reports to the COUNTY and all/other recipients as designated by the COUNTY.
(i) The ENGINEER will verify the concrete and asphalt designs to assure it is in accordance with TxDOT specifications to be developed by the contractor.

NOT INCLUDED IN
WORK AUTHORIZATION NO. 1

FC 600 – ACQUISITION PROVIDER SERVICES
(for EST. 0 PARCELS, 0 EASEMENTS AND 0 RELOCATIONS/DISPLACEMENTS)

(Services to be provided by L&G Engineering)

Services Provided By: ENGINEER	COUNTY	
		1) PROJECT ADMINISTRATION
N/A	N/A	a) Negotiation of Scope of Services for Work Authorization i) Acquisition Provider will visit project site with COUNTY personnel if necessary.
N/A	N/A	b) Project Presence at L&G Consultant Office Headquarters i) Full Project Office (1) No Joint Use of COUNTY or TxDOT facilities (2) Open during normal COUNTY and State work hours (3) Personnel available to answer questions (4) Availability of Project Files (5) At least one office staff member is required to be a current commissioned notary public.
N/A	N/A	c) Overhead Costs i) Administrative costs
N/A	N/A	d) Communication i) Provide monthly progress reports with invoice. ii) Participate in project review meetings as determined by the COUNTY. iii) Prepare initial property owner contact list for use by the COUNTY in distribution of Acquisition Provider introduction letters.
N/A	N/A	e) File Management i) Project and parcel files will be kept in the COUNTY's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the COUNTY office as they are generated or received by the Acquisition Provider if necessary. ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation. iii) Maintain records of all payments including check number, amount, and date paid, etc. iv) Provide copies of all incoming and outgoing correspondence as generated if requested by COUNTY at provider conference. v) Maintain copies of all correspondence and contacts with property owners.
		2) TITLE SERVICES
N/A	N/A	a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment and paid as a separate item.
N/A	N/A	b) Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work and paid as a separate item.
N/A	N/A	c) Secure title insurance for all parcels acquired, insuring acceptable title to COUNTY OF HIDALGO. Written approval by the COUNTY required for any exception.

NOT INCLUDED IN
WORK AUTHORIZATION NO. 1

Services Provided By: ENGINEER	COUNTY	
		3) APPRAISAL
N/A	N/A	a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.
N/A	N/A	b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider and/or the fee appraiser, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the COUNTY/TxDOT. Maintain permission letters with appraisal reports.
N/A	N/A	c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable COUNTY/TxDOT forms.
N/A	N/A	d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
N/A	N/A	e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to TxDOT/COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
N/A	N/A	f) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.
N/A	N/A	g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by TxDOT.
N/A	N/A	h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing/pre-trial meetings as directed by L&G Engineering and/or TxDOT.
N/A	N/A	i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.
N/A	N/A	j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
		4) APPRAISAL REVIEW
N/A	N/A	a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.
N/A	N/A	b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/COUNTY policies and procedures and the Uniform Standards of Professional Appraisal Practices.
N/A	N/A	c) Prepare and submit to TxDOT the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

NOT INCLUDED IN WORK AUTHORIZATION NO. 1

Services Provided By: ENGINEER	COUNTY	
N/A	N/A	d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
		5) APPRAISAL UPDATES
N/A	N/A	a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to COUNTY/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
N/A	N/A	b) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by TxDOT.
N/A	N/A	c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the TxDOT/COUNTY.
N/A	N/A	d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
N/A	N/A	e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.
		6) NEGOTIATION, TASKS AND FEES
N/A	N/A	a) Analyze appraisal and appraisal review reports and confirm the TxDOT's approved value prior to making offer for each parcel.
N/A	N/A	b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
N/A	N/A	c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY /TxDOT on applicable COUNTY /TxDOT forms.
N/A	N/A	d) Mail (Certified Mail Return Receipt Requested) initial offer letter, draft deed, Bill of Rights Brochures and Appraisal Reports to address confirmed with the Appraisal District of Hidalgo County. Maintain follow-up contacts and secure the necessary instruments upon acceptance o f the offer for the closing.
N/A	N/A	e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at mailing of initial offer. Maintain original signed Receipt of Appraisal. (unless property owner refuses to sign it).
N/A	N/A	f) Respond to property owner inquiries verbally and in writing within two business days.
N/A	N/A	g) Prepare a separate negotiator contact report for each parcel per contact.

NOT INCLUDED IN WORK AUTHORIZATION NO. 1

Services Provided By: ENGINEER	COUNTY	
N/A	N/A	h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.
N/A	N/A	i) Advise property owner on the Administrative Settlement process. Transmit to TxDOT any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with COUNTY /TxDOT policy and procedures.
N/A	N/A	j) Prepare final offer letter, documents of conveyance as necessary.
N/A	N/A	k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.
N/A	N/A	l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.
N/A	N/A	m) Provide a monthly progress report per parcel by the 25th of the month with invoice.
N/A	N/A	n) The consultant shall, as part of this proposal, estimates 10% of the parcels identified on Page 37 may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney.
		7) CLOSING SERVICE FEES
N/A	N/A	a) Coordinate with COUNTY and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the COUNTY.
N/A	N/A	b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.
N/A	N/A	c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to TxDOT for acceptance by the Texas Transportation Commission.
		8) RELOCATION ASSISTANCE SERVICES (separate Work Authorization will be issued once relocations have been identified, unless noted otherwise).
N/A	N/A	a) The amount of relocations or displacements as identified. L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)
N/A	N/A	b) L&G will provide advisory services to business displacements and relocate them effectively.
N/A	N/A	c) TxDOT will review, approve and pay for all relocation costs as per the Agreement.
		9) CONDEMNATION SUPPORT
N/A	N/A	a) Pre-Hearing Support i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company. ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.

NOT INCLUDED IN WORK AUTHORIZATION NO. 1

Services Provided By:
ENGINEER COUNTY

iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the COUNTY Office for submission to the COUNTY Attorney's office.

v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.

vi) Upon receipt of packet prepared by the COUNTY Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the COUNTY Attorney; the attorney shall file the original petition with the COUNTY Court at Law or other appropriate Court for a cause number to be assigned.

vii) The COUNTY attorney shall file the Lis Pendens including the cause number with the COUNTY Clerk's Office.

viii) Upon assignment of a court, the COUNTY Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.

ix) Following appointment of Special Commissioners by the judge, the COUNTY shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.

x) The COUNTY shall file all originals with the court and send copies marked "copy" to L & G Engineering.

xi) The COUNTY Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.

xii) The COUNTY Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, COUNTY will approve the new value and the COUNTY's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.

NOT INCLUDED IN

xiii) The COUNTY Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the COUNTY, Appraiser, and Negotiator.

WORK AUTHORIZATION NO. 1

xiv) After the hearing is set, the COUNTY Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.

xv) Once the notices have been served, the COUNTY Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.

xvi) The COUNTY's Attorney shall send a reminder letter 2-3 weeks in advance to the COUNTY Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

N/A N/A

b) Post Hearing Support (by COUNTY Attorney)

i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo COUNTY clerk's office.

ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.

iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.

iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the COUNTY, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.

v) Send the Commitment and the Award to COUNTY, along with individual special commissioner's billing requesting the payment for their fees.
vi) File COUNTY warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
viii) Send written notices of the date of deposit to the COUNTY Administration office and all interested parties.
ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the COUNTY Attorney's office for his further handling in accordance to the Eminent Domain process by the COUNTY.

10) COMPENSABLE UTILITIES

Utility Accommodation is an integral factor in road construction and design. Coordination of utility adjustments is a necessary function within planning, design, acquisition and construction and requires the administration of property rights issues, utility policy, and reimbursement of eligible utility adjustments. It includes the following tasks:

N/A N/A a) Preliminary Design Consultations
i) Conduct Field Investigation and review Certificate of Convenience and Necessity boundaries to identify utility providers within the project area. Communications through letter, phone calls and email to establish a contact list. Coordinate data gathering by surveyors and design team. Introduce project to utility providers.

N/A N/A b) Field Observations and Verifications
i) Provide maps to Utility providers to "redline" and identify conflicts. Coordinate exposures and data collection by surveyor. Provide and confirm utility data on project maps. Order Utility Location Service.

NOT INCLUDED IN WORK AUTHORIZATION NO. 1

N/A N/A c) Exchange of Information with Utility Providers
i) Provide project schedule.
ii) Request schedules for utility adjustments.
iii) Identify who is responsible for utility process.

N/A N/A d) Confirmation of Property Interests
i) Request Documents.
ii) Coordination of data on maps and citation of property interest documents.
iii) Confirm utilities are within easements.

N/A N/A e) Coordination of Agreements
i) Identify utilities that are compensable.
ii) Determine parties and agreements necessary to complete compensable process.
iii) Coordinate execution and processing of Standard Utility Agreements.

N/A N/A f) Utility Meetings throughout project development
i) Set up and coordinate utility meetings during planning, design, acquisition and construction phases.
ii) Attend and participate in meetings by other parties.

11) PAYMENT SCHEDULE

N/A N/A a) Project Administration
i) Payment and Milestones
(a) Full Project Office
(1) Lump Sum Basis (assume 1 year project presence)

(2) Initial payment of 25% upon establishment of a project office with functional phone and utility services.
(3) Remainder paid out in equal monthly installments of 15% starting the following month.
(4) Monthly billing to COUNTY OF HIDALGO will be required.

b) Title Services
ii) Payment
(a) Per Parcel basis.
iii) Milestones
(a) 100% upon securing initial title commitment.

c) Appraisal Services
i) Payment
(a) Per Parcel Basis
ii) Milestones
(a) 100% paid upon delivery of complete and acceptable appraisal report

d) Appraisal Review
i) Payment
(a) Per Parcel Basis
ii) Milestones
(a) 100% upon submission of ROW-A-10

e) Appraisal Update
i) Payment
(a) Per Parcel Basis
ii) Milestones
(a) 100% upon delivery of complete and acceptable appraisal update.

f) Negotiation, Task, and Fees
i) Payment
(a) Per Parcel Basis
ii) Milestones
(a) 80% upon presentation of initial offer.
(b) 20% upon successful negotiation and all instruments are recorded.

g) Closing Service Fees
i) Payment
(a) Per Parcel Basis
ii) Milestones
(a) 100% upon recordation of instrument of conveyance.

NOT INCLUDED IN WORK AUTHORIZATION NO. 1

h) Relocation Assistance
i) Payment
(a) Per Relocation
ii) Milestones
(a) 100% upon issuance of 90-day vacancy letter.

i) Compensable Utilities
i) Payment
(a) By percent complete

ADDITIONAL RESONSIBILITIES

Easements, Letters of Permission, Etc.

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The ENGINEER shall furnish the COUNTY prints of a project layout which will be distributed by ENGINEER to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the ENGINEER shall distribute to the various utility companies and request return. Upon return of these prints, the ENGINEER will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The ENGINEER is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the COUNTY. The ENGINEER shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the COUNTY's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the COUNTY.

NOT INCLUDED IN

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

WORK AUTHORIZATION NO. 1

Design Responsibilities

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the COUNTY and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
PS&E	Mission Office
Schematic	Mission Office
Environmental Document	Mercedes Office

The work effort will be managed out of the Mercedes (City) office located at 2100 West Expressway 83 (Address), Mercedes (City), Texas (State).

EXHIBIT "D-1"
ESTIMATED PROJECT FEE SCHEDULE
FM 1925 PROJECT (SEGMENT II)
(Limits: from FM 907 (Alamo Road) to East of SH68 (Uresti) Street)

ROADWAY PROJECT:	FM 1925
LIMITS:	from FM 907 (Alamo Road) to East of SH 68 (Uresti Street)
EXISTING ROADWAY SECTION:	40-ft Rural
EXISTING ROW WIDTH:	80-Feet
PROPOSED ROADWAY SECTION:	4-lane divided urban
PROPOSED ROW WIDTH:	120FT
ESTIMATED CONSTRUCTION COST:	**$10,305,000.00**
LENGTH FOR 4-LANE ROADWAY	2.3 Miles

ESTIMATED PROJECT COSTS	*STATE/MPO*	** LPA*
WORK AUTHORIZATION NO. 1		
PHASE I - EA, PUBLIC INVOLVEMENT, SCHEMATIC, DESIGN		
Environmental Assessment with TxDOT	$ -	$ 95,000.00
Public Involvement for the project with stakeholders and 1 Public Meeting	$ -	$ 25,000.00
Archeological and Historical Research	$ -	$ 30,000.00
Engineering Technical Support at Public Mtgs with Layouts etc	$ -	$ 24,000.00
Schematic for FM 1925	$ -	$ 154,575.00
Hydrological Map	$ -	$ 42,000.00
Schematic for intersecting streets (Sharp to 3rd Street)	$ -	$ 40,000.00
Office Surveys for Schematic (Preliminary Ownership Identification and Property Rights)	$ -	$ 21,000.00
Preliminary Compensable Utilities Identification on Schematic for Approval by TxDOT/FHWA	$ -	$ 18,000.00
Update Schematic based on comments as provide by TxDOT/County for schematic and EA update w/ FHWA	$ -	$ 39,000.00
Engineering Technical Support at Public Hearing with Layouts etc	$ -	$ 36,000.00
Public Involvement and 1 Public Hearing	$ -	$ 25,000.00
SUB-TOTAL	**$ -**	**$ 549,575.00**
WORK AUTHORIZATION NO. 2		
PHASE II- PS&E and CONSTRUCTION OVERSIGHT		
Complete ROW Map (Estimated 12 Parcels)		$ 48,000.00
Outfall Identification Preliminary Property Ownership and Hydraulics	$ -	$ 36,000.00
PS&E Development (7.5% Engineering Fee)		$ 772,875.00
Engineering Fee to Create sets of Plans and Submit through TxDot and Austin Letting		$ 135,000.00
PS&E Development for OUTFALL(S)		$ 162,000.00
Field Surveys for Design and Construction		$ 110,000.00
Permitted Utilities Coordination to adjust	$ -	$ 90,000.00
ROADWAY CONSTRUCTION COST	$ 10,305,000.00	
TxDOT Construction Inspection (11%)	$ 1,133,550.00	
Eng Consultant Construction Management (18 Months)		$ 162,000.00
SUB-TOTAL	**$ 11,438,550.00**	**$ 1,515,875.00**
WORK AUTHORIZATION NO. 3		
PHASE III - ROW Acquisition		
Right-of-Way Costs - Acq Services @ (est 12 Parcels @ $13,800/Parcel Avg.)		$ 165,600.00
Estimated County Attorney Costs for Condemnation ($15,000/Parcel based on 20% total of parcels)		$ 36,000.00
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s) (2) High Pressure Gas lines and One Parrallel Irrigation Line and one Parrallel Gas Line		$ 189,000.00
Estimated Roadway Right-of-Way Costs (422,400 sq/ft @ $4.5/ sq ft) (80/20)	$ 1,881,792.00	$ 19,008.00
COMPENSABLE UTILITY COSTS (Est 2-Pipeline Crossings at $130,000 ea to lower and encase and 1 Parallel Pipeline and 1 Parralel Irrigation Line both at 150,000 each)	$ 504,000.00	$ 56,000.00
SUB-TOTAL	**$ 2,385,792.00**	**$ 465,608.00**
TOTAL	**$ 13,824,342.00**	**$ 2,531,058.00**

Work Authorization No. 1 Phase I	FY 13	$ 549,575.00	PENDING APPROVAL
Work Authorization No. 2 Phase II	FY 14	$ 1,515,875.00	NOT ISSUED
Work Authorization No. 3 Phase III	FY 15	$ 354,600.00	NOT ISSUED

State/FED Estimated Costs

Local Estimated Costs

TOTAL ESTIMATED COUNTY COST:	**$ 2,531,058.00**	15.48
TOTAL ESTIMATED PROJECT COST:	**$ 16,355,400.00**	
COUNTY COSTS NOT INCLUDED IN WORK AUTHORIZATIONS	**$ 111,008.00**	

* Local Public Agencies (LPA)

EXHIBIT D-1

ESTIMATED PROJECT FEE SCHEDULE AND MAN-HOUR BREAKDOWN

FM 1925 (SEGMENT II) PROJECT
(from FM 907 (Alamo Road) to East of SH68 (Uresti St.)

		MANHOURS															
		Senior Project Manager	Senior Engineer	Senior Environmental Scientist /Specialist	Project Engineer	Design Engineer	ROW Administrator	EIT	Senior Engineer Tech	Environmental Scientist /Specialist	Engineer Tech	CADD Operator / GISAnalyst	Admin / Clerical	Biologist	TOTAL HOURS	Sub-Contract Amounts / ROW COST	TOTAL LINE ITEM COST	ROUNDED TOTAL LINE ITEM COST
	CONTRACT RATE	215.40	167.89	136.21	123.54	114.04	107.70	82.36	79.19	79.19	76.02	66.52	57.02	50.68				
	WORK AUTHORIZATION NO. 1																	
	PHASE I - EA, PUBLIC INVOLVEMENT, SCHEMATIC, DESIGN																	
1	Environmental Assessment with TxDOT	60		250						200		245	100	201	1056		$ 95,000.58	$ 95,000.00
2	Public Involvement for Environmental Assessment and 1 Public Meeting	30		35	39		10			28.25		41.25	17	38	238.5		$ 25,000.66	$ 25,000.00
3	Archeological and Historical Research			2						0.5					2.5	$ 29,692.00	$ 312.02	$ 312.00
4	Engineering Technical Support at Public Meetings with Layouts, etc.	25		44	31		30					44.75	24	24	222.75		$ 24,000.55	$ 24,000.00
5	Schematic for FM 1925	28	30		70	120		79	76.25		100	1496	15	13	2027.25		$ 154,575.24	$ 154,575.00
6	Hydrological Map	14	24	8	65	32		37.75		16	81	163.75	8	6	455.5		$ 42,000.66	$ 42,000.00
7	Schematic for intersecting streets (Sharp to 3rd Street)	9	8		8	8		8	9		10	479	10	5	554		$ 40,000.83	$ 40,000.00
8	Office Surveys for Schematic (Preliminary Ownership Identification and Property Rights)	10	10		30	49		30.25			20	49	7	4	209.25		$ 21,000.19	$ 21,000.00
9	Preliminary Compensable Utility Management Identification on Schematic	10	18		16	19	9	18.25	20		26	34	5	2	177.25		$ 18,000.25	$ 18,000.00
10	Update Schematic based on comments as provided by TxDOT/FHWA	24	24		36	60		44	17		60	101	29	12	407		$ 39,000.33	$ 39,000.00
11	Engineering Technical Support at Public Hearing with Layouts, etc.	24	20	24	36		33	45		32	42	47	31	37	371		$ 36,000.32	$ 36,000.00
12	Public Involvement for 1 Public Hearing	21	17	18	18		19	18.25		22	29	37	32	23	254.25		$ 25,000.68	$ 25,000.00
	SUB-TOTAL	255	151	381	349	288	101	280.5	122.25	298.75	368	2737.75	278	365	5975.25	$ 29,692.00	$ 519,892.30	$ 519,887.00

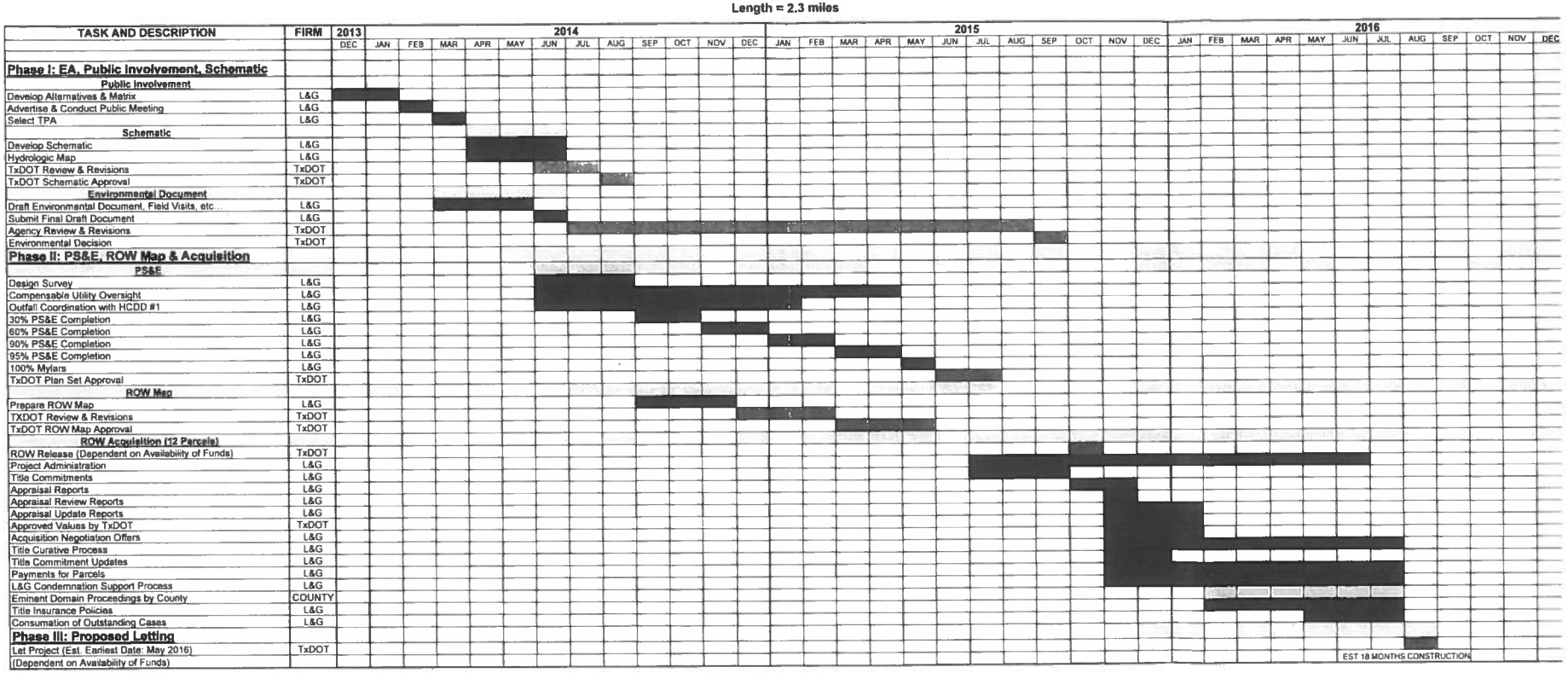
Subtotal Manhour Fee with Sub-Consultant Costs:	$ 549,584.30
* Total Project Fee:	$ 549,575.00

*Rounded Figure

Client: Hidalgo County Precinct #4

EXHIBIT "C"

PROJECT WORK SCHEDULE
FM 1925 (Monte Cristo Rd)
From FM 907 (Alamo Road) to East of SH 68 (Uresti St.)
Length = 2.3 miles



10:17 AM 11/19/2013

L&G Engineering
Transportation Consultants

December 6, 2013

The Honorable Joseph Palacios
Hidalgo County Precinct No. 4
1051 N. Doolittle Road
Edinburg, Texas 78539

RE: Subcontracting Notice for FM 1925 Project
Work Authorization No. 1
Limits: from FM 907 East to East of SH 68 (Uresti St)

Dear Commissioner Palacios:

We would like to inform you of the subcontractor that we will be using on the FM 1925 Project (from FM 907 East to East of SH 68 (Uresti St.) This subcontractor will be providing Archeological and Historical Survey Reports (see attached proposal) for this project.

Subcontractor:

Cultural Resources Services:
Ms. Jill Madden
AmaTerra Environmental Inc.
4009Banister Lane, Ste. 300
Austin, Texas 78704
Phone (512)-329-0031

Should you have any questions, please feel free to give me a call at 956-565-9813.

Sincerely,

Jacinto Garza, P.E.
CEO/Project Manager

cc: Hidalgo County Auditor's Office

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

Task 1: Project Coordination Request, Archeological Background Study Report, and NEPA Text

A) AmaTerra shall prepare a Non-Archeological Historic Resources Project Coordination Request (October 2009 version) for review and comment by TxDOT-ENV.

B) AmaTerra will review the existing files held by the Texas Archeological Research Laboratory (TARL) and the Texas Historical Commission (THC) to determine if any previously recorded sites or archeological surveys occur within or near the proposed project area. The location of any previously recorded sites and surveys will be plotted onto USGS 7.5-minute topographic maps for use in the compliance coordination process. Archeologists will also consult the USDA NRCS soil survey maps for Hidalgo County, relevant aerial photography, historical maps, land use maps, and the Geologic Atlas of Texas in order to assess the likelihood for unrecorded archeological resources and make recommendations regarding the need for further field surveys. The results of this effort will be integrated into a background study report that conforms to TxDOT's *Standards of Uniformity* (SOUs) *for Archeological Background Studies* for review and comment by TxDOT-ENV.

C) AmaTerra shall provide Client with language for the Cultural Resources section of the draft NEPA document.

Task 2: Historic Resources Research Design, Field Investigation, and Survey Report

A) AmaTerra shall prepare a research design for review and comment by TxDOT-ENV. The research design shall conform to TxDOT *SOU: Non-Archeological Historic-Age Resource Research Designs Review Checklist* (October 2009 version).

B) AmaTerra shall perform a reconnaissance survey conforming to the methodology outlined in Appendix B of the *Draft CRM Guide for Accurately Identifying Non-Archeological Cultural Resources* (Texas Department of Transportation, April 2006). The survey shall document each historic-age resource (defined by TxDOT as a building, structure, object, historic district or non-archeological site at least 45 years old at the time of letting) within the Study Area. The Study Area shall consist of the Area of Potential Effects (APE) plus all parcels that are wholly or partially within the APE.

C) AmaTerra shall provide a report detailing the results and findings of the reconnaissance survey including effects to historic properties and the need, if any, to conduct intensive survey efforts. The report shall have sufficient detail and clarity to provide THC with the basis for making determinations of National Register of Historic Places (NRHP) eligibility or shall have sufficient detail and clarity to make recommendations concerning the scope of the intensive survey. The report shall conform to the TxDOT *Standards of Uniformity for Non-Archeological Historic-Age Resource Reconnaissance Survey Reports Review Checklist* (October 2013 version).

Task 3: Archeological Field Survey and Survey Report

Should an archeological survey be warranted, AmaTerra will prepare an application for a Texas Antiquities Permit and submit it to TxDOT-ENV for review and processing. Upon issuance of the permit, AmaTerra will conduct a field survey. AmaTerra will deploy a team of two archeologists to conduct a pedestrian survey including shovel testing along the entire length of the proposed APE. AmaTerra will follow the THC requirement of 16 shovel tests per mile per transect. All excavated soil will be screened through ¼ inch mesh and all artifacts will be analyzed in the field and reburied; no artifacts will be collected. Sites (if any are discovered) will be delineated by digging additional manual shovel tests and their locations will be documented by sub-meter GPS. Sites will be recorded on State of Texas archeological data sheets, photographed and sketch mapped. Backhoe trenching is not anticipated as part of this scope of work.

AmaTerra will prepare a professional report documenting the results of the fieldwork. The report will fully document all methods and results of the survey and will offer clear assessments of NRHP/SAL eligibility for all sites. The report will present explicit management recommendations for each site. The draft report will be presented in electronic format to L&G for review and comment and upon approval will be submitted in hard copy for submission to TxDOT. Upon receipt of review comments, AmaTerra will prepare the final report and distribute these in compliance with the terms of the permit.

SCHEDULE

To be determined in consultation with Client.

ASSUMPTIONS AND CONDITIONS

1. Client will provide one individual to assist AmaTerra with the historic resources field survey.
1. If archeological survey is required following background study, it is assumed that access will be available to 100% of the proposed expanded ROW at the time of field survey. Repeated field visits necessitated by partial right of entry may be considered supplemental to the currently proposed scope.
2. Backhoe trenching will not be included in the archeological field survey.
3. If TxDOT does not require cultural resources work beyond Task 1, AmaTerra shall only invoice Client for the work listed in the Schedule of Values shown below.

COMPENSATION

Client will compensate AmaTerra on a firm fixed price (lump sum) basis in accordance with the Schedule of Values shown below.

Schedule of Values	
FM 1925, Segment 2	
TASK	
1: Project Coordination Request/Archeological Background Report/Draft NEPA Text	$ 4,894.40
2: Historic Resources Research Design, Reconnaissance Survey and Report	$ 9,043.50
3: Archeological Survey and Report	$ 15,754.10
TOTAL	$ 29,692.00

Cost Breakdown: Task 1								
LABOR	Historical PCR	Archeological Background	NEPA Text Preparation	Admin	Total	Units	Unit Price	Cost
Principal				2	2	hrs	$ 216.00	$ 432.00
Senior Archeologist		4	2		6	hrs	$ 128.00	$ 768.00
Archeologist III					0	hrs	$ 73.00	$ -
Archeologist II		8			8	hrs	$ 68.00	$ 544.00
Archeologist I					0	hrs	$ 58.00	$ -
Historical Architect	4		2		6	hrs	$ 133.00	$ 798.00
Historian III					0	hrs	$ 96.00	$ -
Historian II	16				16	hrs	$ 82.00	$ 1,312.00
GIS Specialist	4	4			8	hrs	$ 80.00	$ 640.00
Administrative Asst				4	4	hrs	$ 88.00	$ 352.00
Clerical					0	hrs	$ 41.00	$ -
TOTAL LABOR								$ 4,846.00
EXPENSES	Historical PCR	Archeological Background	NEPA Text Preparation	Admin	Total	Units	Unit Price	Cost
Copies, b/w	20	20	20	24	84	each	$ 0.10	$ 8.40
Copies, color	10	20	10		40	each	$ 1.00	$ 40.00
TOTAL EXPENSES								$ 48.40
TOTAL TASK 1								$ 4,894.40

Cost Breakdown: Task 2								
LABOR	Research Design	Field Survey	Survey Report	Admin	Total	Units	Unit Price	Cost
Principal				1	1	hour	$ 216.00	$ 216.00
Historical Architect	2		4		6	hour	$ 133.00	$ 798.00
Historian III	8	12	20		40	hour	$ 96.00	$ 3,840.00
Historian II	14		20		34	hrs	$ 82.00	$ 2,788.00
GIS Specialist			4		4	hour	$ 80.00	$ 320.00
Administrative Asst				2	2	hour	$ 88.00	$ 176.00
Clerical				4	4	hrs	$ 41.00	$ 164.00
TOTAL LABOR								$ 8,302.00
EXPENSES	Research Design	Field Survey	Survey Report	Admin	Total	Units	Unit Price	Cost
Air fare		1			1	r/t	$ 320.00	$ 320.00
Rental car		2			2	day	$ 70.00	$ 140.00
Fuel for rental car		10			10	gallon	$ 3.75	$ 37.50
Lodging and taxes		1			1	night	$ 100.00	$ 100.00
Meal Allowance		2			2	day	$ 46.00	$ 92.00
Copies, b/w			100	20	120	each	$ 0.10	$ 12.00
Copies, color			40		40	each	$ 1.00	$ 40.00
TOTAL EXPENSES								$ 741.50
TOTAL TASK 2								$ 9,043.50

Cost Breakdown: Task 3								
LABOR	Permit Application	Field Survey	Draft Report	Final Report/ Curation	Total	Units	Unit Price	Cost
Principal				1	1	hour	$ 216.00	$ 216.00
Senior Archeologist	4	12	4	2	22	hour	$ 128.00	$ 2,816.00
Archeologist III	4	32	32		68	hour	$ 73.00	$ 4,964.00
Archeologist II		32	6	12	50	hour	$ 68.00	$ 3,400.00
GIS Specialist	2		8		10	hour	$ 80.00	$ 800.00
Administrative Asst			2	2	4	hour	$ 88.00	$ 352.00
Clerical	2		6	4	12	hour	$ 41.00	$ 492.00
TOTAL LABOR								$ 13,040.00
EXPENSES	Permit Application	Field Survey	Draft Report	Final Report/ Curation	Total	Units	Unit Price	Cost
Curation				0.10	0.10	drawer	$2,311.00	$231.10
Lodging and taxes		6			6	night	$100.00	$600.00
Meal Allowance		9			9	day	$46.00	$414.00
Shipping			2	2	4	each	$15.00	$60.00
Mileage		700			700	mile	$0.565	$395.50
Copies, b/w	20	50	300	600	970	each	$0.550	$533.50
Copies, color	20	10	150	300	480	each	$1.00	$480.00
TOTAL EXPENSES								$2,714.10
TOTAL TASK 3								$ 15,754.10

Mileage	Austin-Mission	319
	On-project miles	120
	Mission-Austin	319
		758 miles

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-13-335-12-10

THIS AGREEMENT is made effective the **10th** day of **December, 2013**, by and between the **County of Hidalgo, Texas** ("County") and **Aranda & Associates, Inc.** ("Surveyor").

W I T N E S S E T H:

WHEREAS, the County requires **"Surveying Services"** for: "**Job Specific"- Brewster Park Project** located within **Hidalgo County Precinct No. 4,** and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Surveying Services", and

WHEREAS, from which "Professional Surveyor" has been selected from the "Pool" of pre-qualified Surveyors from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of "Professional Surveyor" are sometimes necessary to carry out the required Surveying activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," the County requested proposals from professional Surveyors to assist the County by providing Surveying services; and

WHEREAS, County has selected the Surveyor to provide Surveying services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Surveyors.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Surveyor do mutually agree as follows:

1. Scope of Services. Surveyor agrees to provide to County "Surveying services" for and in connection to the: **"Job Specific" - Brewster Park Project** located within **Hidalgo County Precinct No. 4,** as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Surveyor". ***In the event the Surveyor does not provide the Scope of Services prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and the Scope of Services is secured from another firm, Surveyor will be responsible for any additional charges or expenses incurred by Hidalgo County.***

Further, in the event that it is demonstrated by Surveyor that Hidalgo County has caused or delayed thus preventing the Surveyor from meeting the specified agreed upon deadline to provided the Scope of Services ordered, Surveyor must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. Term. This Agreement shall commence upon approval of this agreement for a term of **one (1) year,** effective **December 10, 2013,** expiring, **December 09, 2014** or (upon completion of the project) whichever comes first, unless sooner terminated as provided herein. The Surveyor will not begin work or incur costs until authorized in writing by the County for each **"Purchase Order"**.

The County assumes no liability or obligation for payment to the Surveyor for work performed or costs incurred by the Surveyor prior to the date authorized by the County for the Surveyor to begin work, during periods when work is suspended, or subsequent to the Termination Date.

3. Non-Exclusive Services of Surveyor Hidalgo County reserves the right to request these services from other sources other than the Surveyor and shall not be in violation of any terms or conditions of this Agreement.

4. Compensation. As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Surveyor the amounts specified in Exhibit "B" attached

hereto payable against written invoice submitted by Surveyor. The Surveyor is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Surveyor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep adequate books and records of all such receipts and/or expenditures. All payments to Surveyor shall be mailed to the address shown in numbered paragraph 21, hereof.

5. Progress. Upon acceptance of a work order, the Surveyor shall undertake and complete the authorized work. The County or the Surveyor can request conferences to be provided at the Surveyor's office, the office of the County or at other agreed upon locations.

6. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being

performed. If any inspection or evaluation is made on the premises of the Surveyor, or a subcontractor, the Surveyor shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. Amendments. If it becomes necessary at any time during the agreement period to change the scope of work, the agreement period, the maximum amount payable, the complexity, or the character of this agreement, an amendment must be prepared and executed within the agreement period. The County retains the right to reject any such amendment proposed by the Surveyor unless the County finds the proposed amendment necessary to complete the work

authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the agreement period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Surveyor, the County shall require the Surveyor to correct the work at no cost to the County and without amendment to the agreement. If the changes are made at the request of the County and are not due to errors of the Surveyor, the County will reimburse the Surveyor for the additional work at the same rate of pay established in Exhibit "B", "Basis for Payment". If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. Reporting. The Surveyor shall promptly advise the County in writing of events which have a significant impact upon the agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. Ownership of Documents. Upon completion or termination of this agreement, all documents prepared by the Surveyor or furnished to the Surveyor by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Surveyor may, at its own expense, have copies made of the documents or any other data furnished the County under this agreement.

10. Independent Contractor. Surveyor must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Surveyor under this Agreement. Notwithstanding the

foregoing sentence, Surveyor represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Surveyor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Voluntary Termination. The County may terminate this Agreement at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. Insurance. Surveyor agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit “C”, issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Surveyor, may not assign the obligations or rights under this agreement to any person without the prior written consent of County.

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

15. Termination by County. If Surveyor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Surveyor fails to comply

with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Surveyor.

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

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

18. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. Hold Harmless. In the event Surveyor should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Surveyor shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Surveyor=s intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney=s fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and

travel expenses which are incurred by the prevailing party.

21. Notices. 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 County: County of Hidalgo
Attention: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Surveyor: **Aranda & Associates, Inc.**
Attention: James Aranda, President/CEO
Tony Aguirre, General Manager
1552 Dove Avenue
McAllen, Texas 78504

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.

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

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

24. Gender. 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

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

26. Commitment of Current Revenues. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet to the obligations of this Agreement, the County may terminate this Agreement upon thirty (30) days written notice to the Surveyor**.** The County 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 the County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1995).

WITNESS WHEREOF, the **Surveyor** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the ___ day of _____, **2013**.

SURVEYOR:
ARANDA & ASSOCIATES, INC.

BY:_____
James Aranda, President/CEO (or)
Tony Aguirre, General Manager

OWNER:
HIDALGO COUNTY

BY:_____
Hon. Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on _____, 2013

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

ATTACHMENTS:

EXHIBIT A-1	-Request for Qualifications (RFQ) Procurement Packet
EXHIBIT A	-Scope of Services to be provided by the Surveyor
EXHIBIT B	-Surveying Rate Schedule / Cost Proposal
EXHIBIT C	-Certificate of Insurance (*Hidalgo County)*

EXHIBIT “A-1”

Request for Qualifications (RFQ) Procurement Packet

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Surveyors Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2013-005-12-05-MEG

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
10.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

November 13, 2012
Date

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 13, 2012

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications-**"Professional Surveyors Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2013-005-12-05-MEG

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Surveyors Services Pool"

RFQ NO: 2013-005-12-05-MEG

Acceptance Due Date: **December 05, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Elena Gomez, Buyer II
(956) 292-7000 Ext. 4855
elena.gomez@co.hidalgo.tx.us

1. Sealed Qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Surveyors Services Pool",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall Qualifications.

2. One (1) original, seven (7) copies of all Qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ–2013-005-12-05-MEG-HIDALGO COUNTY (Including all funding sources, programs, and entities) "Professional Surveyors Services Pool",*** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, DECEMBER 05, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the qualifications considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Surveyors Services Pool"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**December 05, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

16. HIDALGO COUNTY APPROVED HOLIDAYS-

2013 YEAR	
New Year's Day	12/31/12 and 01/01/13
Martin Luther King Day	01/21/13
President's Day	02/18/13
Good Friday	03/29/13
Easter	04/01/13
Memorial Day	05/27/13
Independence Day	07/04/13
Labor Day	09/02/13
Veteran's Day	11/11/13
Thanks Giving Day	11/28/13 and 11/29/13
Christmas Day	12/24/13 and 12/25/13

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion~~

~~and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFQ, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or

appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539CHidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

REQUEST FOR QUALIFICATIONS
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Surveyors Services Pool"
RFQ NO: 2013-005-12-05-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualifications Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from Real Estate Surveyors (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Surveyors will be for a period starting **February 9, 2013** and ending **February 8, 2014.** The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Real Estate Surveyors Pool-Hidalgo County"** (including all funding sources, Programs, and Entities)**-REQUEST FOR QUALIFICATIONS** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 05, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the REQUEST FOR QUALIFICATIONS:

RFQ DOCUMENT SUBMITTALS/DELIVERY

A total of **one (1) original, seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of Qualifications responses be sealed, clearly marked and labeled with the Company's name, RFQ Number 2013-005-12-05-MEG, Project Title "Professional Surveying Services" , and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of Qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (RFQ's, bids, Qualifications and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that

statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent's default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or Request for Qualifications procedures must be received in the Purchasing Department via facsimile to (956) 292-7612 or via e-mail: **elena.gomez@co.hidalgo.tx.us BY NO LATER THAN Monday, November 19, 2012 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, November 21, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue* ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: (IF APPLICABLE)
All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with surveying firm(s) that has had experience in, but not limited to, the following areas:

SCOPE OF SURVEYING SERVICES:

1. Property surveys, including a legal description with the preparation of six (6) hard copies.

2. Topographical survey, including establishment of survey benchmark.

3. Survey alignments for roadways and/or utilities including the establishment of right-of-ways, easements, baselines and legal descriptions.

4. All survey reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additional, this section should include, but not limited to the following information:

a) Firm name, address, phone number and person to contact regarding the Statement for Qualifications.

b) Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.

c) List of references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

d) Ability to commence services immediately after successfully negotiating a contract for services.

e) Familiarity with the geographical area.

f) Statement regarding an Affirmative Action Program.

g) Minimum of $1,000.000.00 Professional liability, errors and omissions, insurance liability, errors and omissions, insurance.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any current licenses and/or certifications required by State of Texas.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1. **RESPONSIVENESS:** **30 points**
   a) Requested Information
   b) Thoroughness
   c) Understanding of Project
   d) List of references provided
   e) Clarity - Brevity
   f) Degree of Interest

2) **FIRM CAPABILITIES:** **45 points**

   a) Background
   b) Relevant experience
   c) Experience with similar projects
   d) Knowledge of area
   e) Timeliness of schedule
   f) Quality services previously provided to Hidalgo County
   g) Current workload
   h) Ability to commence various requested projects simultaneously
   i) Completion of projects within budgets

3. **STAFFING:**

   25 points

   a) Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
   b) Key personnel
   c) Required discipline skills

REQUEST FOR QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Real Estate Surveyor Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Real Estate Surveyor Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the responses received in RFQ.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

EXHIBIT "B"

EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2013-005-12-05-MEG

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. RESPONSIVENESS **(30) POINTS**

A. Requested Information
B. Thoroughness
C. Understanding of Project
D. List of references provided
E. Clarity – Brevity
F. Degree of Interest

2. FIRM CAPABILITIES **(45) POINTS**

A. Background
B. Relevant experience
C. Experience with similar projects
D. Knowledge of area
E. Timeless of schedule
F. Quality services previously provided to Hidalgo County
G. Current workload
H. Ability to commence various re-quested projects simultaneously
I. Completion of projects within budgets

3. STAFFING **(25) POINTS**

A. Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart
B. Key personnel
C. Required discipline skills

GRAND TOTAL **100 Points**

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2013-005-12-05-MEG

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		**TOTAL** _____
2. FIRM CAPABILITIES (45 pts)		
➢ Background	**5**	
➢ Relevant experience	**5**	
➢ Experience with similar projects	**5**	
➢ Knowledge of area	**5**	
➢ Timeliness of schedule	**5**	
➢ Quality services previously provided to Hidalgo County	**5**	
➢ Current workload	**5**	
➢ Ability to commence various re-quested projects simultaneously	**5**	
➢ Completion of projects within budgets	**5**	
Comments/Rationale For Points:		**TOTAL** _____
3. STAFFING (25 pts)		
➢ Qualification of personnel	**10**	
➢ Key personnel	**10**	
➢ Required discipline skills	5	
Comments/Rationale For Points:		**TOTAL** _____
Total Score		

Project Name: _____

Department: _____

Firm/Participant: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE

INSURER A:
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS – COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional Insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

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

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

❒ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

❒ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

❒ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

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

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "CONSTRUCTION MANAGEMENT SERVICES"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20_____.

_____

Notary Public

My commission expires:_____, 20_____

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) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

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.

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.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently 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.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL SURVEYORS SERVICES POOL

RFQ No.: 2013-005-12-05-MEG

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

_____ _____
SIGNATURE DATE

EXHIBIT “A”

Scope of Services to be provided by the Surveyor

EXHIBIT “A”

Scope of Services to be provided by the Surveyor

LAND TITLE SURVEY of 1.0 Acre out of a 10 acre tract out of a 25 acre tract all lying in Tract 84, SAN SALVADOR DEL TULE GRANT, Hidalgo County, Texas.
Hid. County Pct 4 Project Name: FM 1017 MEMORIAL PARK; Brewster School, Linn, Texas.

EXHIBIT “B”

Surveying Rate Schedule / Cost Proposal

Principal / Sr. Manager ..... $ 215.00
Surveyor (RPLS)..... $ 110.00
Survey Manager..... $ 90.00
Survey Tech..... $ 65.00
Abstractor / Researcher..... $ 55.00
CAD Operator..... $ 55.00
Field Crew..... $ 166.00
Clerical..... $ 45.00

Cost Proposal

Work Estimate

Quote No: Q - 1177

Job: **BREWSTER PARK PROJECT: Land Title Survey of 1.0 Acre Tract 84, SAN SALVADOR DEL TULE GRANT**

Quote Date: 3 Dec 2013
Valid To: 3 Dec 2013
Quoted By: Krista Aranda

Quote For:
Jesse Ozuna
PCT 4 Hidalgo County
1051 N. Doolittle Rd.
Edinburg, TX 78542
Ph: (956) 383-3112
Fax: (956) 381-5905

Description:
Clien'ts Job Ref. # or Name...
•PCT 4 HIDALGO COUNTY Land Title Survey of 1.0 Acre Tract 84, SAN SALVADOR DEL TULE GRANT
Location/Address of Job...
• ½ mile west of US 281 on Hwy 1017 (Near Brewster School)
Legal Description of property, OR, Description of work or servcie to be provided...
•1.0 Acre of 10 acre tract of a 25 acre tract: Tract 84, SAN SALVADOR DEL TULE GRANT
Work consists of:
• LAND TITLE SURVEY 1.0 Acre of 10 acre tract of a 25 acre tract
•

HOURLY RATE SERVICES

Service	Description	Hours	Rate		Subtotal
Research and Discovery		4:00	$96.00	(TE)	$384.00
Research, obtain and organize information and data needed for job... Prepare Working Sketches, Exhibit Drawings, Diagrams, Schematics, ETC. of abstracted data.					
Field Work		8:00	$166.00		$1,328.00
Find and locate / perform and collect measurements and observations / Stake or layout / set and mark points.					
Survey Analytics and Design		2:00	$90.00	(TE)	$180.00
Perform analytical computations and procedures and design the plans for final deliverables.					
Preparation of Final Deliverables		4:00	$96.00	(TE)	$384.00
Prepare Final drawings, plats, maps, descriptions, reports, digital data, and etc.					
Work Coord., Admin., QA/QC and Delivery		1:00	$228.00	(TE)	$228.00
Work Coordination and Administration, Final reviews proofs and Certifications of final deliverables.					
Principle/Sr.Project and Project Manager Work		0:00	$215.00		$0.00
Meetings, calls, consultations, negotiations, depositions and any other Coordination and Administrative Work performed by the Principle/Sr. Manager and Project Managers for the Job.					

SubTotal	**$2,504.00**
Tax (8.25%)	**Tax Exempt**
Total	**$2,504.00**

Aranda and Associates Inc., 1552 Dove Ave., McAllen Texas 78504, Ph. (956) 631-0944, Fax (956) 631-0992

Terms:

This estimate is based on information and data available at this time. We reserve the right to modify, retract or cancel this estimate if those parameters change.

EXHIBIT “C”

Insurance Requirements

ARAND-1 OP ID: DC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/05/2013

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 Anco Ins Services of Austin 3103 Bee Cave Road, Suite 242 Austin, TX 78746 Gina O'Hara Phone: 512-330-9836 Fax: 512-330-9856	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: aguilar@anco.com and/or evilsizer@anco.com
INSURED Aranda & Assoc. James Aranda 1552 Dove Avenue McAllen, TX 78504	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : The Travelers Lloyds Ins. Co. INSURER B : Travelers Indemnity Co of Amer INSURER C : The Charter Oak Fire Ins. Co. INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			PACP6199P931TLC	02/11/2013	02/11/2014	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 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BA6234P556GRP	02/11/2013	02/11/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			CUP6256P50042	02/11/2013	02/11/2014	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	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		XAUB3408T860	02/11/2013	02/11/2014	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 HIDAED1

Hidalgo County Precinct 4
2812 S Business 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

© 1988-2010 ACORD CORPORATION. All rights reserved.

ARAND-1 OP ID: DC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/05/2013

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 Anco Ins Services of Austin 3103 Bee Cave Road, Suite 242 Austin, TX 78746 Gina O'Hara Phone: 512-330-9836 Fax: 512-330-9856	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: aguilar@anco.com
INSURED Aranda & Assoc. James Aranda 1552 Dove Avenue McAllen, TX 78504	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : U. S. Speciality Insurance Co. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	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? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab			USS1324066	06/13/2013	06/13/2014	Per Claim	1,000,000
							Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER HIDAED1

Hidalgo County Precinct 4
2812 S Business 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

Dalley White On behalf of MDO

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Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Reveiw & Approve Prof Services Agreement -C-13-335-12-10- Aranda & Associates, Inc-(Job Specific) Surveying Services Brewster Park Project-Pct 4

From : Steve Crain <scrain@atlashall.com> Fri, Dec 06, 2013 02:03 PM

Subject : RE: Reveiw & Approve Prof Services Agreement -C-13-335-12-10- Aranda & Associates, Inc-(Job Specific) Surveying Services Brewster Park Project-Pct 4

1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The contract is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Friday, December 06, 2013 1:35 PM
To: Steve Crain; Marynel Trevino
Cc: Martha Salazar; Darlene H. Betancourt
Subject: Reveiw & Approve Prof Services Agreement -C-13-335-12-10- Aranda & Associates, Inc-(Job Specific) Surveying Services Brewster Park Project-Pct 4
Importance: High

Good afternoon, Mr. Crain-

Please review and approve as to form, attached, Prof Services Agreement# **C-13-335-12-10-Arand & Associates, Inc.-"Job Specific"**: **Surveying Services for Brewster Park Project** in **Precinct 4.**

*****Note: will be placed on next weeks CC agenda for final approval.***

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P*(956) 318-2626* ***F****(956) 318-2629*
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

image001.gif
345 B

AI-41789 **Purchasing Department** **19. C. 1.**

CC REGULAR

Meeting Date: 12/10/2013

Submitted For: Sergio Cruz, HC Budget Officer **Submitted By:** Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval for HC to exercise the first (1st) (of two (2) possible) one (1) year extensions as provided in the RFP #2010-195-09-22-YSI Property & Casualty Insurance with acceptance and approval of detailed schedule of premiums/fees as attached hereto as 2014 Coverage Summary for Property and Casualty Insurance policies in the total amount of $2,590,729.00 effective January 01, 2014 through January 01, 2015 with authority for County Treasurer to issue payment(s)/check(s) after review, audit and processing procedures completed by County Auditor with the authority for Valde Guerra, HCCC's Executive Officer to sign any applicable documentation.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 1100-419-00-125-009-0-XXX

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

BUDGETARY IMPACT:

For FY 2014 the adopted budget is $2,196,000 for object codes 521,522,523 & 524. Budget Officer is aware that additional funding will need to be appropriated at the beginning of 2014.

Attachments

10.195.09.22.ysi

comp chart

invoice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/05/2013 03:20 PM
Budget & Management	Debbie Tamez	12/05/2013 04:11 PM
Auditor's Office	Monica Badillo	12/06/2013 04:57 PM

Form Started By: Yvette Islas Started On: 11/13/2013 10:16 AM

Final Approval Date: 12/06/2013

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

September 01, 2010

Re: **HIDALGO COUNTY**
Request for Proposals - **"PROPERTY AND CASUALTY INSURANCE" (INCLUDING THIRD PARTY ADMINISTRATION SERVICES)**
RFP NO.: 2010-195-09-22-YSI

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ysi

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR PROPOSALS (RFP) CHECKLIST

HIDALGO COUNTY
"PROPERTY AND CASUALTY INSURANCE"
(Including Third Party Administration Services)

RFP NO.: 2010-195-09-22-YSI

1. **Request For Proposals Letter.**
2. **Request for Proposals, Legal Notice, consisting of 9 pages.**
3. **Exhibit "A" Requirements consisting of 7 pages.**
    a. **Property & Casualty consisting of 32 pages.**
4. **Exhibit "B" Selection Criteria, consisting of 3 pages.**
5. **Exhibit Folders (Attachments), Table of Contents & CD, consisting of 1 page.**
6. **Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of 1 page.**
7. **Proposer/Vendor Application and W-9 form, consisting of 6 pages.**
8. **Insurance Requirements (Exhibit C), consisting of 4 pages.**
9. **Conflict of Interest Questionnaire (CIQ), Exhibit "D", consisting of 1 page.**
10. **Proposer's Affidavit (Exhibit "E"), consisting of 1 page.**

The above mentioned items shall be found in the Request for Proposals (RFP) 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

September 01, 2010
Date

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

"Property and Casualty Insurance"
(Including Third Party Administration Services)
September 22, 2010

Contact Person:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Business Hwy 281-New Administration Building
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE

RFP NO: 2010-195-09-22-YSI

1. Sealed proposals will be received for **"PROPERTY AND CASUALTY INSURANCE" (INCLUDING THIRD PARTY ADMINISTRATION SERVICES),** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and seven (7) copies of all proposals are required, with the Proposers name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **"RFP NO.: 2010-195-09-22-YSI "PROPERTY AND CASUALTY INSURANCE" (INCLUDING THIRD PARTY ADMINISTRATION SERVICES)"** and in Hidalgo County's Purchasing Department, 2812 South Highway Business 281, Hidalgo County Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, September 22, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO PROPOSAL: RFP NO.: 2010-195-09-22-YSI "PROPERTY AND CASUALTY INSURANCE" (INCLUDING THIRD PARTY ADMINISTRATION SERVICES)".** Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal 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 Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

11. Cost 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 proposal 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 card 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: (If Applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"PROPERTY AND CASUALTY INSURANCE (INCLUDING THIRD PARTY ADMINISTRATION SERVICES)"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Ray Eufracio, CPA, Hidalgo County Auditor
2808 So. Bus. Hwy 281, New Administration Bldg.
Edinburg, TX 78539
(956) 318-2511

17. Schedule of Events

Proposal Opening, 9:30 A.M.,	**September 22, 2010**
Project/Anticipated Award Date:	_____, 20___
Commence Work or Deliver Products	_____, 20___

18. RFP or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all proposers shall furnish a good and sufficient RFP bond in the amount of five percent of the total contract price. A RFP bond must be executed with a surety company authorized to do business in Texas. All proposers are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

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. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards for Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
    - Possess or is able to obtain adequate financial resources as required to perform under the proposal;

    - Be able to comply with the required or proposed delivery schedule;

    - Have a satisfactory record of performance;

    - Have a satisfactory record of integrity and ethics;

    - Be otherwise qualified and eligible to receive an award.

23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. **Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.**

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Proposal
For
HIDALGO COUNTY
"PROPERTY AND CASUALTY INSURANCE"
(INCLUDING THIRD PARTY ADMINISTRATION SERVICES)

RFP NO.: 2010-195-09-22-YSI

September 22, 2010

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So Business Hwy 281- New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned vendor proposes and commits to furnish all labor, equipment, material, software and/or required specification services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work and/or services described in the Requirements within the time stated and for the price rates proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

_____

By:_____

Printed Name: _____

Title:_____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR PROPOSAL

"PROPERTY AND CASUALTY INSURANCE POLICIES"
(Including Third Party Administration Services)
RFP NO.: 2010-195-09-22-YSI

HIDALGO COUNTY
REQUEST FOR PROPOSAL
"PROPERTY AND CASUALTY INSURANCE POLICIES"
(Including Third Party Administration Services)

RFP NO.: 2010-195-09-22-YSI

OVERVIEW:

Information provided in these specifications/requirements is to be used only for purposes of proposal detailing costs of providing the insurance coverages specified. Each proposer is expected to read these specifications/requirements with care. Failure to meet every one or a combination of specified conditions may invalidate your proposal.

Proposers are requested to submit proposed quotations (premiums) on the basis of these specifications/requirements. Alternative quotations/premiums will received consideration if Hidalgo County, at its sole discretion feels it is in the best interest to do so, provided such alternatives are clearly explained and documented. Any exceptions to coverage requested herein must be clearly noted in writing to **Martha L. Salazar, CPPB, Purchasing Agent, Hidalgo County Purchasing Department, 2812 S. Hwy. 281, New Hidalgo County Administration Building, Edinburg, Texas, 78539** and be included as part of the proposal.

Hidalgo County believes that the data contained in these specifications/requirements is sufficient for preparations of offers/proposals. The information to be accurate and is based upon the latest available information but is not to be considered in any way as a warranty. Request for additional information should be directed in writing to **Martha L. Salazar, CPPB, Purchasing Agent, Hidalgo County Purchasing Department, 2812 S. Hwy. 281, New Hidalgo County Administration Building, Edinburg, Texas, 78539.**

Hidalgo County is requesting to include fee proposal for "Third Party Administration Services" to be included in proposal. Third Party Administration Services and/or Claims Adjuster Fees will be reimbursed for payment through the awarded vendor submitting proposal.

The County reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to the County.

Deliver Submittal to:

RFP No.: 2010-195-09-22-YSI
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

New Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show:

RFP NO.: 2010-195-09-22-YSI
"Property and Casualty Insurance Policies"
(Including Third Party Administration Services)

The following outlines the Request for Proposal:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that sealed proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2812 South Business Hwy 281, New Administration Building, Edinburg, Texas 78539. All inquiries must be directed to Hidalgo County Purchasing Agent, Martha L. Salazar. All responses will be distributed through Hidalgo County Purchasing Department.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, **September 08, 2010**, at 5:00 P.M. at (956) 292-7612 **OR VIA EMAIL TO: yvette.islas@co.hidalgo.tx.us.** Responses will be sent to all applicants via facsimile or email by **Friday, September 10, 2010**. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

Any interpretation of the Request for Proposal, if made will be made by Addendum dully issued. A copy of such Addendum will be mailed or delivered via fax or via email to each person receiving the Request for Proposal.

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit on file prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY: Hidalgo County requires submitters, when hand delivering proposals, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFP off.

SIGNING OF PROPOSALS: In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

SECTION II - RFP REQUIREMENTS

Request For Proposal: The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

Contents: The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the firms understanding of the project needs, the work required, and any local issues or concerns. Briefly explain how long you have been organized and your corporate business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

Personnel and Staffing: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other government entities is required and will be scored accordingly during the evaluation process.

Required Certificates and Submittal: This section will contain any licenses, registrations and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified provider.

If proposer/company cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

DURATION OF CONTRACT: The initial term of the contract shall be for a two (2) year period, January 01, 2011 – December 31, 2013, (24 months), with the County's option to renew for two (2) additional one (1) year terms. In addition, any renewal must be delivered to the County of Hidalgo ninety (90) days prior to renewal.

If the awarded vendor for any reason or for no reason cancels and/or terminates any coverage under any insurance policy awarded or procured on behalf of Hidalgo County by the awarded vendor under this Request for Proposal, the awarded vendor shall remit within ten (10) days to Hidalgo County any portion of the policy premium paid by the Hidalgo County for such canceled or terminated coverage. In calculating the portion of the policy(s) premium to be remitted to Hidalgo County, the amount due Hidalgo County shall be determined by the number of days coverage for the full term of policy(s) as written in such canceled or terminated policy(s) less the number of days actual coverage provided under such policy to Hidalgo County (the "Factor"). The Factor shall be multiplied by the premium paid by Hidalgo County for such policy(s) and the result shall be the amount to be remitted to Hidalgo County. The amount to be remitted to Hidalgo County in the event of any cancellation or termination of coverage shall in no manner limit any other remedies Hidalgo County may exercise in the event of such cancellation or termination of any of such policy(s).

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal and seven (7) copies.**

SECTION III - SELECTION AND SCHEDULES

SELECTION PROCEDURES: The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest rates/fees, but shall take into consideration other factors, including past experience, evidence of good organization, references, ability to provide requested services, and any other factors found necessary for quality service.

Proposal Ranking: A "Committee" will evaluate and rank the written RFPs. After the RFPs have been ranked, the committee will present a scoring grid to the Hidalgo County Commissioners' Court for their ranking.

Negotiation Process: The number one ranked firm will be contacted for negotiation process. If negotiations prove unsuccessful, the next highest ranked company will be contacted. The County of Hidalgo reserves the right to reject any and all RFPs.

Additional Information to Terms and Conditions: All costs and expenses with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

PROPOSAL SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building;
2802 So. Business Hwy 281
Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on September 22, 2010.**

EVALUATION: The firms will be ranked after evaluation. RFP submittal evaluation will be based on the criteria outlined in Exhibit B.

Any interpretation of the Request for Proposal, if made, will be made only by Addendum

Any interpretation of the Request for Proposal, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving the Request for Proposal. Hidalgo County will not be responsible for any other explanation or interpretation of the proposal made or given prior to the award of the contract. Any objections to the specifications requirements as set forth in this request for proposal must be filed in writing.

Any deviation for the specifications set forth herein must be clearly pointed out; otherwise it will be considered that services proposed are in strict compliance with these specifications and the successful proposer will be held responsible thereof. Deviations shall be explained in detail.

Proposers are to furnish all information requested in the Request for Proposal. Proposals not in compliance with these requirements may be subject to rejection.

The contractor agrees to protect the County from claims involving infringement of patents or copyrights.

PROPERTY, BOILER & MACHINERY

Primary Program Options -	Property, Boiler & Machinery
Limits:	**$196,288,389**
Buildings, Structures, and	$166,705,016
Personal Property – Limit	$ 33,153,313
Sub-Limits:	
Earth Movement	$ 1,000,000
Flood (Excl Zone A)	$ 5,000,000
Newly Acquired Locations	$ 2,000,000
Accounts Receivable	$ 500,000
Valuable Papers	$ 500,000
Demolition Cost	$ 500,000
Increased Cost of Const	$ 500,000
Transit (EDP 50,000)	$ 25,000
Extra Expense	$ 250,000
EDP Equipment (Newly Acquired 1,000,000)	Per Schedule Provided
Media	Per Schedule Provided
Business Interruption	$ 1,000,000
Mobile Equipment – Hidalgo County	Per Schedule Provided
Builders Risk:	$ 50,000
Fine Arts (Blanket 500,000)	Per Location
Equipment Breakdown	$ 50,000,000
Expediting Expense	$ 100,000
Water Damage	$ 100,000
Spoilage	$ 100,000
Hazardous Substances	$ 100,000
Deductible Options:	
All Other Perils	$ 25,000 2% Wind/Hail
Equipment Breakdown	a) $10,000 b) $ 25,000
Headstart	c) $1,000 All Perils
Earth & Quake	$ 100,000 Ded
Policies– All Options/Coverages:	To Be Determined
Payment Terms:	

A. PROPERTY

REQUESTED COVERAGES, LIMITS, AND DEDUCTIBLES
REQUESTED LIMITS

$199,858,329 Blanket over all real property, personal property, business interruption, and extra expense, at scheduled locations.

$1,500,000 Business interruption and extra expense.

Sublimits: See Cover sheet

REQUESTED DEDUCTIBLES

$10,000; $25,000; $50,000 or $100,000 (2% Wind/Hail)
Per occurrence deductible applicable to all County coverage combined.

$25,000 Wind/Hail Head Start

REQUESTED COVERAGE PROVISIONS

Requested Effective Date: January 1, 2011 to January 1, 2013

Accepted ☐ Declined ☐

Named Insured: The named insured should read as follows. **HIDALGO COUNTY**

Accepted ☐ Declined ☐

Covered Locations: Please provide coverage on all covered property, regardless of its location. Refer to "Exposure and Rating Information" for a schedule of current locations and values.

Accepted ☐ Declined ☐

Coverage for Property at Unscheduled Locations: Please provide coverage for property at unscheduled locations subject to the "any other location" limit requested in the "Requested Limits" section.

Accepted ☐ Declined ☐

Property in Transit: Please provide coverage on property in transit.

Accepted ☐ Declined ☐

Newly Acquired Locations—Real Property: Please provide 90 days' automatic coverage on newly acquired real property, subject to THE REQUESTED NEWLY ACQUIRED REAL PROPERTY LIMIT, THE REQUESTED BLANKET LIMIT

Accepted ☐ Declined ☐

Newly Acquired Locations—Personal Property: Please provide 90 days' automatic coverage on personal property at newly acquired locations, subject to THE REQUESTED NEWLY ACQUIRED LOCATIONS PERSONAL PROPERTY LIMIT, THE REQUESTED BLANKET LIMIT

Accepted ☐ Declined ☐

Covered Property: Please include the following as covered property.

Personal property of others

Accepted ☐ Declined ☐

Employees' property

Accepted ☐ Declined ☐

Building glass

Accepted ☐ Declined ☐

Attached signs

Accepted ☐ Declined ☐

Detached signs

Accepted ☐ Declined ☐

Fences

Accepted ☐ Declined ☐

TV and radio antennas

Accepted ☐ Declined ☐

Foundations and other underground property

Accepted ☐ Declined ☐

Retaining walls not part of a building

Accepted ☐ Declined ☐

Land, excavations, grading, filling

Accepted ☐ Declined ☐

Lawns, trees, shrubs, plants

Accepted ☐ Declined ☐

Growing crops

Accepted ☐ Declined ☐

Animals

Accepted ☐ Declined ☐

Tools, dies, patterns, and molds

Accepted ☐ Declined ☐

Fine arts

Accepted ☐ Declined ☐

Jewelry, watches, furs, and silverware

Accepted ☐ Declined ☐

Bullion and precious metals

Accepted ☐ Declined ☐

Money and securities

Accepted ☐ Declined ☐

Dams, dikes, reservoirs, docks, piers, wharfs

Accepted ☐ Declined ☐

Roads, tunnels, bridges

Accepted ☐ Declined ☐

Perils: Please provide all risks coverage that includes each of the following.

Full collapse coverage including collapse resulting from design error and faulty workmanship or materials after completion of construction

Accepted ☐ Declined ☐

Flood coverage, including seepage of water, sewer backup, mudslide, and other water damage

Accepted ☐ Declined ☐

Earth movement coverage, including but not limited to earthquake

Accepted ☐ Declined ☐

Ordinance coverage (contingent liability for building laws, demolition, and increased cost of construction)

Accepted ☐ Declined ☐

Radioactive contamination, resulting loss only, direct damage

Accepted ☐ Declined ☐

Off-premises utility service interruption—direct damage and time element, including transmission lines

Accepted ☐ Declined ☐

Spoilage of perishable goods resulting from mechanical breakdown

Accepted ☐ Declined ☐

Spoilage of perishable goods resulting from power failure originating on or off-premises

Accepted ☐ Declined ☐

No Debris Removal Sublimit: Please provide debris removal coverage subject only to the applicable direct damage limit; there should not be a debris removal sublimit.

Accepted ☐ Declined ☐

Coverage for Removal of All Debris: Please amend the debris removal clause to apply to removal of all debris from a covered cause, not just debris of covered property.

Accepted ☐ Declined ☐

Pollutant Cleanup Coverage: Please provide coverage for removal of pollutants from the insured's land or water, provided the release of pollutants is caused by an unexcluded cause of loss.

Accepted ☐ Declined ☐

Yard Property Limit: Please extend coverage to covered property within 1,000 feet of the property boundary of each covered location.

Accepted ☐ Declined ☐

No Protective Safeguards Provision: Please delete any protective safeguards provision contained in your form.

Accepted ☐ Declined ☐

Joint Loss/Loss Adjustment Agreement: Please include a loss adjustment endorsement providing for joint payment with the boiler and machinery insurer of any loss involving both policies.

Accepted ☐ Declined ☐

Valuation: Please provide coverage on a replacement cost basis for all types of property

Accepted ☐ Declined ☐

Valuation of Property of Others: Property of others should be valued at the replacement cost.

Accepted ☐ Declined ☐

Requirement To Rebuild on Same Premises: Please delete any such requirement.

Accepted ☐ Declined ☐

Direct Damage Coinsurance: Please delete the coinsurance provision or suspend it with an agreed value provision.

Accepted ☐ Declined ☐

Multiple Occupancy Business Interruption and Extra Expense Coverage Trigger: Please amend any language in your form that would limit coverage to income or expense loss resulting only from damage to the portion of the premises occupied by the insured. Coverage should also apply to loss resulting from damage to any route within the building that permits access to the insured's premises (such as foyers, hallways, elevators, and stairways). If the 1995 edition of ISO CP 00 10 is used, there is no need for an endorsement.

Accepted ☐ Declined ☐

Combination Business Interruption and Extra Expense Coverage Form: Please provide coverage for both business interruption and extra expense subject to a single limit for both coverages, using a combination business interruption and extra expense coverage form, such as the ISO business income and extra expense coverage form (CP 00 30).

Accepted ☐ Declined ☐

Please provide the following endorsements:

Ninety-Day Notice of Cancellation, Material Policy or Premium Change, or Nonrenewal:

Accepted ☐ Declined ☐

Delayed Notice of Occurrence Endorsement

The DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS condition is amended to include:

d. Knowledge of any "accident", claim, "suit" or "loss" by the agent, servant, or employee of the insured shall not in itself constitute knowledge of the insured unless notice of such "accident", claim, "suit" or "loss" shall have been received by the risk manager or any executive officer.

Accepted ☐ Declined ☐

Broad Named Insured:

It is agreed that:

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any business entity incorporated or organized under the laws of the United States of America (including any State thereof), its territories or possessions or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than 50 percent. If other valid and collectible insurance is available to any business entity covered by this policy solely by reason of ownership by the Named Insured shown in the Declarations in excess of 50 percent, this insurance is excess over the other insurance, whether collectible or not.

Accepted ☐ Declined ☐

UNINTENTIONAL ERRORS AND OMISSIONS

Coverage afforded by this policy shall not be invalidated or affected by any inadvertent errors, omissions or improper description of premises, existing hazards, or other descriptions mentioned in this policy or in related applications.

Accepted ☐ Declined ☐

NOTICE OF OCCURRENCE

It is agreed that the failure of any agent, servant, or employee of the Named Insured to notify the company of any occurrence of which he has knowledge shall not invalidate the insurance afforded by the policy as respects the Named Insured.

Accepted ☐ Declined ☐

REQUESTED SERVICES

List of Forms: Please provide a list of all forms and endorsements that will be attached to the policy, showing the edition date of each.

Accepted ☐ Declined ☐

Copies of Forms: Please provide copies of all proposed forms and endorsements other than (ISO, AAIS, Texas, other) forms.

Accepted ☐ Declined ☐

Copies of Inspection Reports and Recommendations: Please provide copies of engineering inspection reports including estimated cost of compliance with each recommendation.

Accepted ☐ Declined ☐

Loss Control Services: Please outline the loss control services that will be provided.

Accepted ☐ Declined ☐

Loss Reports: Please agree to provide ANNUAL that include the following information for each loss: the date of loss, description of loss, amount reserved, deductible amount, and amount paid.

Accepted ☐ Declined ☐

QUOTED PREMIUM

Total Premium: $_____

Premium Breakdown: Please indicate the premium for each of the requested coverage provisions: _____

Premium Payment Plans: Please provide the details of any available premium payment plans: _____

EXPOSURE AND RATING INFORMATION

Description of Operations: Refer to enclosed UNDERWRITING INFORMATION SUMMARY, PRODUCT BROCHURES, ANNUAL REPORT, 10K REPORT, OTHER.

Locations and 100 Percent Values: See "Schedule of Locations and Values."

Construction and Protection Information: See "Construction and Protection Schedule."

B. BOILER & MACHINERY

REQUESTED COVERAGES, LIMITS, AND DEDUCTIBLES

Limits:
$50,000,000 Direct damage, per accident
$Included Combined business interruption and extra expense, actual loss sustained coverage

Sublimits:

$100,000 Expediting expense
$100,000 Hazardous substances
$100,000 Spoilage
$100,000 Water damage

Deductibles:

$10,000; $25,000 Deductible per accident, direct damage
24 hours Deductible per accident, time element coverage

REQUESTED COVERAGE PROVISIONS

Newly Acquired Locations: Please provide 90 days' automatic coverage in connection with equipment at newly acquired locations.

Accepted ☐ Declined ☐

"Extended Comprehensive Object" Definition: Please use an extended comprehensive object definition.

Accepted ☐ Declined ☐

Fiber Optic Cable: Please include fiber optic cables as covered objects.

Accepted ☐ Declined ☐

Coverage for Computers: Please include as covered objects computers that are not used to operate or control other covered objects.

Accepted ☐ Declined ☐

Coverage for Medical and Diagnostic Equipment: Please include medical and diagnostic equipment as covered objects.

Accepted ☐ Declined ☐

"Turbine Accident" Definition: Please cover turbines subject to the same accident definition as other covered objects. Neither the explosion accident definition nor the combined accident definition should apply.

Accepted ☐ Declined ☐

In Use/Connected Ready for Use: Please delete any provision in your form that restricts coverage to equipment that is in use or connected and ready for use.

Accepted ☐ Declined ☐

Testing Coverage/Resultant Damage: If your form contains an exclusion of coverage for accidents occurring while an object is undergoing a hydrostatic, pneumatic, or gas pressure test or an insulation breakdown test, please amend it to provide coverage for damage to property other than the object undergoing the test.

Accepted ☐ Declined ☐

Consequential Damage Coverage: Please provide coverage for spoilage of perishable goods resulting from a covered accident.

Accepted ☐ Declined ☐

Utility Interruption Coverage: Please provide coverage for loss (including but not limited to spoilage) resulting from utility service interruption originating off-premises.

Accepted ☐ Declined ☐

Replacement Cost Coverage: Please provide coverage on a replacement cost basis.

Accepted ☐ Declined ☐

Defense Coverage and Supplementary Payments: Please cover defense costs and supplementary payments in addition to the stated limits of insurance.

Accepted ☐ Declined ☐

Ordinary Payroll Coverage: Please include ordinary payroll in the definition of "actual loss."

Accepted ☐ Declined ☐

Suspension of Coinsurance: Please include a suspension of coinsurance endorsement.

Accepted ☐ Declined ☐

Delete Monthly Limitation: Please delete the monthly limitation on extra expense loss recovery, so that the entire requested extra expense limit is immediately available to the insured.

Accepted ☐ Declined ☐

REQUESTED SERVICES

Copies of Forms: Please provide copies of all proposed forms and endorsements.

Accepted ☐ Declined ☐

Copies of Inspection Reports and Recommendations: Please provide copies of engineering inspection reports including estimated cost of compliance with each recommendation.

Accepted ☐ Declined ☐

Loss Control Services: Please outline the loss control services that will be provided.

Accepted ☐ Declined ☐

QUOTED PREMIUM

Total Premium: $_____

Premium Breakdown: Please indicate the premium charges for each of the requested coverage provisions:

Premium Payment Plans: Please provide the details of any premium payment plans:

EXPOSURE AND RATING INFORMATION

Description of Operations: Refer to enclosed UNDERWRITING INFORMATION SUMMARY, PRODUCT BROCHURES, ANNUAL REPORT, 10K REPORT, OTHER.

Locations and 100 Percent Values: See "Schedule of Locations and Values."

PRIMARY PROGRAM OPTIONS

Primary Program Options -

Limits:

GL:	$1,000,000 each occurrence $50,000 SIR $2,000,000 General Aggregate (Annual) $2,000,000 Products/ Completed Operations Annual Aggregate $ 100,000 Fire Damage to Premises
(EBPAL)	$1,000,000 Employee Benefits Liability $50,000 SIR $3,000,000 Aggregate
Auto:	$1,000,000 Combined Single Limits (As per schedule) $ 5,000; 10,000; $25,000 Ded. Comprehensive & Collision
POL: (EPML)	$2,000,000 each claim $2,000,000 Aggregate $100,000 SIR
LEL:	$1,000,000 each claim $1,000,000 Aggregate $100,000 SIR
(EPL)	$2,000,000 Each Wrongful Act $2,000,000 Total Limit $100,000 SIR

*** Deductible/SIR Options:**

GL:	a) $5,000 per occurrence b) $25,000 per occurrence c) $50,000 per occurrence d) $100,000 per occurrence e) $200,000 per occurence f) Headstart: $1,000 per Occurrence
AUTO:	a) $10,000 per occurrence Comp/Coll b) $25,000 per occurrence c) $50,000 per occurrence Liability d) Headstart: $1,000 per Occurrence
POL:	a) $25,000 each claim; b) $50,000 each claim
LEL:	a) $10,000 each claim b) $25,000 each claim c) $50,000 each claim

Policies– All Options/Coverages: To Be Determined

Payment Terms:

Please include the insurer's A.M. Best rating in your proposal.

C. AUTOMOBILE

REQUESTED COVERAGES, LIMITS, AND DEDUCTIBLES

Liability Coverage:

$1,000,000: Combined Single Limits

Optional Quote: **Please include Auto Policy With Uninsured Motor's and Personal Injury Protection (PIP) Coverage.**

Physical Damage Coverage:

Coverage should apply to autos as indicated below each type of coverage.

Comprehensive	*1. $5,000.00* Deductible
	2. ACV Less $10,000 Deductible
	3. Optional $25,000 Deductible
Collision	1. $5,000.00 Deductible
	2. ACV Less $10,000 Deductible
	3. Optional $25,000 Deductible

Coverage should apply to autos as indicated for each type of coverage.

REQUESTED COVERAGE PROVISIONS

Note: This section includes requested endorsements, both standard Insurance Services Office, Inc. (ISO), forms and manuscript endorsements. We are receptive to using these endorsements as they stand or with reasonable modifications. Completely different endorsements or policy wording suggested by the broker or underwriter may also be acceptable. Please outline any major variations in your proposal.

Requested Effective Date: January 1, 2011 to January 1, 2013

Named Insured: The named insured should read as follows: Hidalgo County

Accepted ☐ Declined ☐

Coverage Form: Please quote coverage at least as broad as the ISO business auto policy form (CA 00 01). If you are using this standard form with an edition date prior to December 1990, include coverage for "covered pollution cost or expense."

Accepted ☐ Declined ☐

Additional Insured–Lessor Endorsement (CA 20 01): Leased vehicles for which we are required by lease to purchase direct primary insurance for the lessor include vehicle numbers _____, on the schedule. The lessors are: _____

Accepted ☐ Declined ☐

Fellow Employee Exclusion: Please delete the fellow employee exclusion to include coverage for executive officers.

Accepted ☐ Declined ☐

Please include the following endorsements:

Delayed Notice of Occurrence Endorsement

The DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS condition is amended to include:

d. Knowledge of any "accident", claim, "suit" or "loss" by the agent, servant, or employee of the insured shall not in itself constitute knowledge of the insured unless notice of such "accident", claim, "suit" or "loss" shall have been received by the risk manager or any executive officer.

Accepted ☐ Declined ☐

Pollution Liability—Broadened Coverage for Covered Autos Endorsement (CA 99 48): Please quote a separate premium for adding this endorsement.

Accepted ☐ Declined ☐

Alternatively, please provide a quotation for removal of exclusion 11 (pollution) entirely.

Accepted ☐ Declined ☐

Ninety-Day Notice of Cancellation, Material Policy/Premium Change or Nonrenewal Endorsement.:

Accepted ☐ Declined ☐

Broad Named Insured:

It is agreed that:

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any business entity incorporated or organized under the laws of the United States of America (including any State thereof), its territories or possessions or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than 50 percent. If other valid and collectible insurance is available to any business entity covered by this policy solely by reason of ownership by the Named Insured shown in the Declarations in excess of 50 percent, this insurance is excess over the other insurance, whether collectible or not.

Accepted ☐ Declined ☐

UNINTENTIONAL ERRORS AND OMISSIONS

Coverage afforded by this policy shall not be invalidated or affected by any inadvertent errors, omissions or improper description of premises, existing hazards, or other descriptions mentioned in this policy or in related applications.

Accepted ☐ Declined ☐

NOTICE OF OCCURRENCE

It is agreed that the failure of any agent, servant, or employee of the Named Insured to notify the company of any occurrence of which he has knowledge shall not invalidate the insurance afforded by the policy as respects the Named Insured.

Accepted ☐ Declined ☐

REQUESTED SERVICES

List of Forms: Please provide a list of all forms and endorsements that will be attached to the policy showing the edition date of each.

Accepted ☐ Declined ☐

Copies of Forms: Please provide a copy of the policy and any endorsements, if coverage will not be written on the ISO business auto policy form, CA 00 01, with an edition date of December 1990 or later.

Accepted ☐ Declined ☐

Loss Runs: Please provide us with Quarterly reports of losses.

Accepted ☐ Declined ☐

QUOTED PREMIUM

Total Premium: $_____

Premium Computation Information: Please include the details of all premium computations:_____

Premium Payment Plan: Please provide the details of any available premium payment plans:_____

EXPOSURE AND RATING INFORMATION

Description of Operations: Refer to enclosed Underwriting information.

Vehicle Classification: All vehicles should be classified as outlined in the attached Vehicle Schedule.

Hired and Nonowned Auto Liability: The total number of employees at all our locations is 3,330 .The majority of our employees do not regularly drive their own autos on company business.

This coverage should be based on a minimum premium since there is little use of rented vehicles.

Loss Control Programs: Per Attached

Loss History: Refer to attached LOSS SUMMARIES, LARGE LOSS SUMMARY, INSURER LOSS RUNS, OTHER LOSS INFORMATION

Vehicle Schedule – Per Attached.

D. GENERAL LIABILITY

REQUESTED COVERAGES, LIMITS, AND DEDUCTIBLES

$1,000,000 Bodily injury and property damage, per occurrence

$2,000,000 Products/completed operations aggregate limit

$2,000,000 General aggregate limit (other than products/completed operations)

$100,000 Fire damage limit, any one fire

$1,000,000 Employee benefits liability coverage/$3,000,000 Aggregate

$1,000,000 Law Enforcement Liability/$1,000,000 Aggregate

REQUESTED SIR OPTIONS OF;

1. None
2. $5,000
3. $10,000
4. $25,000
5. $50,000

Unlimited General Aggregate Limit: It is preferred that coverage be written without a general aggregate limit applying to bodily injury and property damage liability. A $5 million (or higher) personal injury liability aggregate may be used in conjunction with this approach.

Accepted ☐ Declined ☐

If an unlimited general aggregate is unavailable, please modify the general aggregate to apply separately to each project or location.

Accepted ☐ Declined ☐

- **Fire Legal Liability**: As an option, please quote a fire damage limit of $250,000.

REQUESTED COVERAGE PROVISIONS

This section includes requested manuscript endorsements. We are receptive to using these endorsements as they stand or with reasonable modifications. Completely different endorsements or policy wording suggested by the broker or underwriter may also be acceptable. Please outline any major variations in your proposal.

Requested Effective Date: January 1, 2011 to January 1, 2013

Accepted ☐ Declined ☐

Named Insured: The named insured should read as follows. **Hidalgo County**

Accepted ☐ Declined ☐

Broad Form Named Insured Endorsement: Please include the manuscript broad form named insured endorsement included with this submission.

Accepted ☐ Declined ☐

Occurrence Coverage: Please quote occurrence (rather than claims-made) coverage.

Accepted ☐ Declined ☐

Coverage Form: Coverage should be at least as broad as those provided by the ISO commercial general liability policy form (CG 00 01).

Accepted ☐ Declined ☐

Contractual Liability Coverage for False Arrest: Please amend Coverage B exclusion a.(4) by attaching ISO endorsement CG 22 74 to provide coverage for contractual assumption of liability arising out of false arrest, detention, or imprisonment.

Accepted ☐ Declined ☐

Fellow Employee Exclusion: Please amend the fellow employee exclusion to include coverage for supervisory personnel, using the following endorsement.

Additional Persons Insured—Employee
Bodily Injury to Another Employee Endorsement

It is agreed that exclusion 2.a.(1) of the "Who Is an Insured" section of the commercial General Liability Policy does not apply with respect to "bodily injury" to another employee for claims made or suits brought against such employees as are herein designated while acting within the scope of their duties as such.

(List Individuals or Positions)

Accepted ☐ Declined ☐

Employee Benefits Liability: Please provide occurrence coverage.

Accepted ☐ Declined ☐

Automatic Additional Insureds: Please provide an endorsement to the effect that all entities/ individuals are additional insureds if required under the terms of a written contract.

Accepted ☐ Declined ☐

Unintentional Errors and Omissions Endorsement

It is agreed that failure of the insured to disclose all hazards existing as of the inception date of the policy shall not prejudice the insured with respect to the coverage afforded by this policy provided such failure or omission was not intentional.

Accepted ☐ Declined ☐

Delayed Notice of Occurrence Endorsement

The Duties in the Event of Occurrence, Claim, or Suit section of the policy is amended to include:

knowledge of any occurrence, claim, or suit by the agent, servant, or employee of the insured shall not in itself constitute knowledge of the insured unless notice of such injury, claim, or suit shall have been received by the risk manager or any executive officer.

Accepted ☐ Declined ☐

Blanket Waiver of Subrogation Endorsement

The policy is amended to include the following:

If is further agreed that where required by contract, with respect to such insurance as is afforded by this policy, the Company waives any right of subrogation it may acquire against any party(ies) of such contract by reason of any payment made under this policy.

Accepted ☐ Declined ☐

Clarification of Punitive Damages Endorsement

This policy covers punitive damages unless barred by a specific state statute or a court of law.

Accepted ☐ Declined ☐

Cancellation Notice: Please lengthen the cancellation notice requirement to 90 days, per endorsement CG 02 24 (earlier notice of cancellation).

Accepted ☐ Declined ☐

Pollution Exclusion: The pollution exclusion should be no broader than that contained in ISO form CG 00 01.

Accepted ☐ Declined ☐

Pollution Coverage: Please quote coverage for sudden and accidental pollution liability, per endorsement CG 04 22.

Accepted ☐ Declined ☐

Elected or Appointed Officers as Additional Insureds: Please modify the "Who Is an Insured" provision to include the following while acting on behalf of the named insured: elected or appointed officers, bail bond board, district judges and members of boards, commissions, or agencies (CG 20 25).

Accepted ☐ Declined ☐

Coverage for Volunteers: Please amend the "Who Is an Insured" provision to include volunteer workers as employees (CG 20 21, additional insured—volunteers).

Accepted ☐ Declined ☐

REQUESTED SERVICES

List of Forms: Please provide a copy of the policy form and any endorsements that will be attached to the policy, showing the edition date of each.

Accepted ☐ Declined ☐

Copies of Forms: Please provide a copy of the policy form and any endorsements, if coverage will not be written on the ISO commercial general liability policy form CG 00 01.

Accepted ☐ Declined ☐

Loss Runs: Please provide Quarterly general liability loss reports that contain the following information: amounts paid, reserved, and recovered BY DIVISION, SUBSIDIARY, DEPARTMENT, LOCATION, SUPERVISOR, OTHER.

Accepted ☐ Declined ☐

Loss Control Services: Please outline the loss control services that will be provided.

Accepted ☐ Declined ☐

QUOTED PREMIUM

Total Premium: $_____

Premium Computation Information: Please provide full details of the premium computation: _____

Premium Payment Plan: Please provide the details of any available premium payment plans: _____

EXPOSURE AND RATING INFORMATION

Description of Operations: Refer to enclosed Underwriting Information.

Employee Benefits Liability: The total number of employees is 3330 (refer to page 22).

Loss Control Programs: DESCRIBE

Loss History: Refer to attached LOSS SUMMARY, LARGE LOSS SUMMARY, INSURER LOSS RUNS, OTHER LOSS INFORMATION.

E. REQUESTED COVERAGES, LIMITS, AND SIR

$1,000,000 Law enforcement officers errors and omissions liability Each Claim
$1,000,000 Annual aggregate

Need options of $50,000 and $100,000 in punitive or exemplary damages for the limits specified.

Requested Effective Date: January 1, 2011 to January 1, 2013

Accepted ☐ Declined ☐

Named Insured: The named insured should read as follows. **HIDALGO COUNTY**

Accepted ☐ Declined ☐

Include as Insureds:

Individual law enforcement officers and employees of the Sheriff's Department. This coverage should apply to individuals who now are, will be, or were with the Sheriff's Department.

Accepted ☐ Declined ☐

Public officials and employees of the County while in furtherance of the pursuits of the Sheriff's Department.

Accepted ☐ Declined ☐

Volunteer and part-time workers in the Sheriff's Department.

Accepted ☐ Declined ☐

Heirs, estates, executors administrators, legal representatives, and assigns of all the above in the event of death, bankruptcy or incompetency.

Accepted ☐ Declined ☐

Occurrence Coverage Trigger: Please provide occurrence-based coverage.

Accepted ☐ Declined ☐

Definition of "Occurrence": If coverage will be written on an "occurrence" form, please define the term "occurrence" to mean a "happening or event" rather than an "accident."

Accepted ☐ Declined ☐

Prior Acts Coverage: In the past the County has purchased coverage on a claims-made basis. Please include coverage for prior acts in your occurrence policy.

Accepted ☐ Declined ☐

No Retroactive Date: If coverage will be on a claims-made basis, please provide full prior acts coverage. There should be no retroactive date or other similar restrictions. We are prepared to certify that we know of no incidents that could give rise to claims in the future.

Accepted ☐ Declined ☐

Extended Reporting Period (ERP) Option: If coverage will be on a claims-made basis, please include a 3-year ERP option that the insured may elect to purchase in the event of cancellation or nonrenewal by either the insurer or the insured.

Accepted ☐ Declined ☐

Time To Elect ERP: The ERP option should be available to the insured for 30 days after the effective date of cancellation or nonrenewal.

Accepted ☐ Declined ☐

"Pay on Behalf of" Coverage: Please provide coverage on a "pay on behalf of" basis.

Accepted ☐ Declined ☐

First Dollar Defense Coverage: Please provide defense coverage on a "first dollar" (no deductible) basis.

Accepted ☐ Declined ☐

Defense Coverage Outside of Limits: Please provide defense coverage in addition to (rather than as part of) the policy limit.

Accepted ☐ Declined ☐

Defense Coverage for Questionable Claims: Please provide coverage for defense of questionable or possibly excluded claims.

Accepted ☐ Declined ☐

Supplementary Payments: Please provide coverage for the following "supplementary payments" in addition to limits: premiums on appeal bonds, interest on judgments, expenses incurred in assisting the insurer in defending claims.

Accepted ☐ Declined ☐

Mutual Law Enforcement Agreement: Please provide coverage for liability assumed in any mutual law enforcement agreements.

Accepted ☐ Declined ☐

"Moonlighting" Coverage: Please include coverage for Law Enforcement Officers while "moonlighting."

Accepted ☐ Declined ☐

Punitive Damages: Please provide coverage for punitive or exemplary damages unless such coverage is prohibited in the jurisdiction where claim is brought.

Accepted ☐ Declined ☐

Covered Perils: Please provide coverage for liability claims arising from the following.

False arrest, detention, or imprisonment

Accepted ☐ Declined ☐

Malicious prosecution

Accepted ☐ Declined ☐

Wrongful entry, eviction, or other invasion of the right of private occupancy

Accepted ☐ Declined ☐

Discrimination (as respects noninsureds)

Accepted ☐ Declined ☐

Humiliation

Accepted ☐ Declined ☐

Libel, slander, entrance in violation of the right of privacy

Accepted ☐ Declined ☐

Assault and battery

Accepted ☐ Declined ☐

First aid E&O

Accepted ☐ Declined ☐

False or improper service of process

Accepted ☐ Declined ☐

Violation of property rights

Accepted ☐ Declined ☐

Violation of civil rights

Accepted ☐ Declined ☐

Alleged criminal acts

Accepted ☐ Declined ☐

Delete Exclusions: Please agree to delete any of the following exclusions if contained in your form.

Damages for violation of civil rights

Accepted ☐ Declined ☐

Bodily injury while in custody of an officer

Accepted ☐ Declined ☐

Bodily injury while in jail (e.g., jail fires)

Accepted ☐ Declined ☐

Damage to tangible property

Accepted ☐ Declined ☐

Misuse of a motor vehicle

Accepted ☐ Declined ☐

Care, custody, and control of property of others

Accepted ☐ Declined ☐

Intentional acts

Accepted ☐ Declined ☐

Delete Products Liability Exclusion: Please delete this exclusion if contained in your form.

Accepted ☐ Declined ☐

Modify Products Liability Exclusion: If your form's products liability exclusion cannot be deleted, please modify it so that it clearly does not apply to claims relating to the negligent use of equipment or instruments intended as law enforcement aids.

Accepted ☐ Declined ☐

Knowledge of Occurrence Provision Endorsement

It is agreed that knowledge of an occurrence, claim, or suit by an agent or employee of the insured, shall not in itself constitute knowledge by the insured, unless the Law Enforcement Department, County, Risk Manager of the insured shall have such knowledge.

Accepted ☐ Declined ☐

Ninety Days' Notice of Cancellation: Please endorse the policy to provide 90 days' notice of cancellation, material policy change, or intent not to renew.

Accepted ☐ Declined ☐

REQUESTED SERVICES

Copy of Form: Please attach a copy of the proposed form and all proposed endorsements to your proposal.

Accepted ☐ Declined ☐

Insurer's Best Rating: Please include the insurer's Best's Rating in your proposal.

Accepted ☐ Declined ☐

Defense Counsel: If the insured will not be allowed to participate in the selection of defense counsel, please identify the law firm and individual attorneys that would handle the defense of any claims that might be brought against insureds and outline their experience handling suits of this type.

Loss Control Services: Please describe in your proposal the loss control assistance that will be provided.

QUOTED PREMIUM

Total Premium: $_____

Premium Breakdown: Please indicate the premium charges (if any) for each of the requested coverage provisions, such as prior acts coverage, "moonlighting" coverage, etc.: _____

Cost of ERP Option: Please indicate the cost of the extended reporting period (ERP) option: _____

Premium Payment Plan: Please provide the details of any available premium payment plan: _____

EXPOSURE AND RATING INFORMATION

Refer to enclosed Law Enforcement Liability Underwriting Information.

F. PUBLIC OFFICIALS LIABILITY

REQUESTED COVERAGES, LIMITS, AND SIR

$50,000.00; $100,000 In Punitive or Exemplary Damages with limit as specified.
$2,000,000 Per Occurrence Public officials errors and omissions liability
$2,000,000 Annual aggregate

****Please endorse to the policy, Bail Bond Board and District Judges**.**

REQUESTED COVERAGE PROVISIONS

Requested Effective Date: January 1, 2011 to January 1, 2013

Accepted ☐ Declined ☐

Named Insured: The named insured should read as follows. **HIDALGO COUNTY**

Accepted ☐ Declined ☐

Include as Insureds: Please include the following as insureds.

Individuals who now are, will be, or were elected or appointed public officials, district judges of the County.

Accepted ☐ Declined ☐

All boards including bail bond board, commissions, and other departments within the named insured's budget

Accepted ☐ Declined ☐

Employees (including part-time employees)

Accepted ☐ Declined ☐

Volunteers

Accepted ☐ Declined ☐

Heirs, estates, executors, administrators, legal representatives, and assigns of all of the above in the event of death, bankruptcy, or incompetency

Accepted ☐ Declined ☐

Occurrence Coverage Trigger: Please provide occurrence-based coverage.

Accepted ☐ Declined ☐

Definition of "Occurrence": If coverage will be written on an "occurrence" form, please define the term "occurrence" to mean a "happening or event" rather than an "accident."

Accepted ☐ Declined ☐

Prior Acts Coverage: In the past the County has purchased coverage on a claims-made basis. Please include coverage for prior acts in your occurrence policy.

Accepted ☐ Declined ☐

No Retroactive Date: If coverage will be on a claims-made basis, please provide full prior acts coverage. There should be no retroactive date or other similar restrictions. We are prepared to certify that we know of no incidents that could give rise to claims in the future.

Accepted ☐ Declined ☐

Extended Reporting Period (ERP) Option: If coverage will be on a claims-made basis, please include a 3-year ERP option that the insured may elect to purchase in the event of cancellation or nonrenewal by either the insurer or the insured.

Accepted ☐ Declined ☐

Time To Elect ERP: The ERP option should be available to the insured for 30 days after the effective date of cancellation or nonrenewal.

Accepted ☐ Declined ☐

"Pay on Behalf of" Coverage: Please provide coverage on a "pay on behalf of" basis.

Accepted ☐ Declined ☐

First Dollar Defense Coverage: Please provide defense coverage on a "first dollar" (no deductible) basis.

Accepted ☐ Declined ☐

Defense Coverage Outside of Limits: Please provide defense coverage in addition to (rather than as part of) the policy limit.

Accepted ☐ Declined ☐

Supplementary Payments: Please provide coverage for the following "supplementary payments" in addition to limits: premiums on appeal bonds, interest on judgments, expenses incurred in assisting the insurer in defending claims.

Accepted ☐ Declined ☐

Definition of "Wrongful Act": Please include the following definition of wrongful act.

> Liability arising from actual or alleged negligence, errors or omissions, breaches of duty, misfeasance, malfeasance, and nonfeasance of any insured.

Accepted ☐ Declined ☐

Violation of Civil Rights Exclusion: Please delete this exclusion if included in your form.

Accepted ☐ Declined ☐

Punitive Damages: Please provide coverage for punitive or exemplary damages unless such coverage is prohibited in the jurisdiction where claim is brought.

Accepted ☐ Declined ☐

Delete Professional Liability Exclusions: Please agree to delete any exclusions of claims against employed attorneys, architects, medical personnel, engineers, etc., acting within the scope of their professional duties.

Accepted ☐ Declined ☐

Defense of Injunctive Relief Claims: Please provide defense coverage for injunctive relief (nonmonetary damage) claims.

Accepted ☐ Declined ☐

Faulty Preparation of Bid Specifications Exclusion: Please delete this exclusion if included in your form.

Accepted ☐ Declined ☐

Defense Coverage for Questionable Claims: Please provide coverage for defense of questionable or possibly excluded claims.

Accepted ☐ Declined ☐

Failure To Maintain Insurance Exclusion: Please delete any such exclusion. We are willing to provide a schedule of insurance and report any material changes in the schedule to the insurer.

Accepted ☐ Declined ☐

Insured versus Insured Claims: Please include coverage for suits by one insured against another.

Accepted ☐ Declined ☐

Intentional Acts: Please delete this exclusion if included in your form.

Accepted ☐ Declined ☐

Consent To Settle: Please include a "consent to settlement" provision specifying that claims may be settled by the insurer only with consent of the insured.

Accepted ☐ Declined ☐

Knowledge of Occurrence Provision Endorsement

It is agreed that knowledge of an occurrence, claim, or suit by an agent or employee of the insured, shall not in itself constitute knowledge by the insured, unless the County Judge, or Risk Pool Coordinator of the insured shall have such knowledge.

Accepted ☐ Declined ☐

Ninety Days' Notice of Cancellation: Please endorse the policy to provide 90 days' notice of cancellation, material policy change, or intent not to renew.

Accepted ☐ Declined ☐

REQUESTED SERVICES

Copy of Form: Please attach a copy of the proposed form and all proposed endorsements to your proposal.

Accepted ☐ Declined ☐

Defense Counsel: If the insured will not be allowed to participate in the selection of defense counsel, please identify the law firm and individual attorneys that would handle the defense of any claims that might be brought against Insureds and outline their experience handling suits of this type. _____

Loss Control Services: Please describe in your proposal the loss control assistance that will be provided.

QUOTED PREMIUM

Total Premium: $_____

Premium Breakdown: Please indicate the premium charges for each of the requested coverage provisions, including the premium charge (if any) for prior acts coverage: _____

Cost of ERP Option: Please indicate the cost of the extended reporting period (ERP) option: _____

Premium Payment Plan: Please provide the details of any available premium payment plan: _____

EXPOSURE AND RATING INFORMATION

Description of Operations: Refer to enclosed UNDERWRITING INFORMATION SUMMARY, UNDERWRITING INFORMATION SUMMARY GOVERNMENTAL SUPPLEMENT, OTHER.

G. ADDITIONAL COVERAGES

DIFFERENCE IN CONDITIONS

Hidalgo County is seeking a proposal for premises liability, automobile liability and difference in limits and conditions for business operations conducted in Mexico with the following limits:

Commercial General Liability:
- $ 1,000,000 Each Occurrence
- $ 1,000,000 Products/Completed Operations Aggregate
- $ 1,000,000 Personal & Advertising Injury Aggregate
- $ 1,000,000 Premises Damage Limit (Each Occurrence)
- $ 10,000 Medical Expense Limit (Each One Person)

Contingent Automobile Liability:
- $ 1,000,000 Each Accident

Hired Auto Physical Damage:
- $ 25,000 Each Claim
- $ 25,000 Annual Aggregate

Cargo: $ 100,000 Personal Property in Transit

MEXICO COVERAGE

According to the schedule of vehicles, Hidalgo County is requesting bids for Mexican insurance in accordance to Mexican law: **(See information under "Exhibits")**

$ 300,000 CSL
$ 25,000 Medical Payments
$ 500 Ded. Collision
$ 1,000 Theft, Vandalism, Fire

UNDERGROUND STORAGE TANK LIABILITY:

Hidalgo County is seeking a proposal for "Underground Storage Tank Liability Coverage as follow:

Limits of Liability:

a.) $ 2,000.000 Per Storage Tank Incident Limit (USTs)

$ 2,000.000 Per Storage Tank Incident Limit (ASTs)

b.) $ 2,000.000 Aggregate Limit (USTs)

$ 2,000.000 Aggregate Limit (ASTs)

$ 4,000.000 Aggregate Total Limit (UST & ASTs-exclusive of Legal Defense)

c.) $ 2,000.000 Aggregate Legal Defense Expense Limit

Deductible:

$ 5,000.00 Per Claim or Corrective Action Cost

MEDICAL MALPRACTICE LIABILITY:

Hidalgo County is seeking a proposal for "Medical Malpractice Liability as follow:

Limits of Liability-Coverage A-Professional Liability
a.) $ 1,000,000 Each Claim
$ 3,000,000 Aggregate

Deductible:
$ 25,000 Each Claim or Occurrence

CRIME POLICY LIMITS

Hidalgo County is seeking a proposal for "Crime Policy Liability as follow:

Limits of Insurance and Deductibles

Limit Of Insurance Per Occurrence	Deductible Amount Per Occurrence	
$ 500,000	$ 10,000	Employee Theft-Per Loss Coverage
$ 500.000	$ 10,000	Forgery Or Alteration
$ 500,000	$ 10,000	Inside The Premises-Theft Of Money And Securities
$ 500,000	$ 10,000	Inside The Premises-Robbery Or Safe Burglary Of Other Property
$ 500,000	$ 10,000	Outside The premises
$ 500,000	$ 10,000	Computer Fraud

ERRORS AND OMISSIONS – DISTRICT CLERK LIMITS

Hidalgo County is seeking a proposal for "Errors And Omissions" For District Clerk as follow:

Limit Of Insurance	Deductible	
$ 700,000	$ 1,000	District Clerk – Each and every claim and in the aggregate including cost and expense
$ 500,000	$ 1,500	County Clerk – Each and every claim and in the aggregate including cost and expense

OPTIONAL: ***Please submit a proposal for "Errors And Omissions" For County Clerk.***

FLOOD INSURANCE:

REQUESTED COVERAGES, LIMITS AND DEDUCTIBLES

Hidalgo County desires specific Flood Insurance policies for various property per the schedule provided. The County will consider policies by location on a per building basis and reserves the right to purchase all, part or none of the coverage.

Exact Name of Insurer (not company group or wholesaler)

_____

Company's General Policyholder's Rating and Financial rating as published by A.M. Best.

_____

Deviations from Specifications

Please describe coverage deviations, restriction, and modifications, not outlines in your answers above or provided and other information you feel is appropriate and will clarify the proposal of benefit Hidalgo County.

Building	Contents	Deductible
$500,000.00	$500,000.00	$1,000.00

EXCESS FLOOD INSURANCE:

REQUESTED COVERAGES, LIMITS AND DEDUCTIBLES

Hidalgo County requests Excess Flood Insurance to insure its property locations. The County is considering coverage and reserves the right to forgo its purchase. This particular part of the proposal must be submitted as a separate option and listed as "Option 2".

Limit: $5,000,000.00 in Excess of NFIP Maximum Building and Contents

Limit: $5,000,000.00 in Excess of $1,000,000.00

Valuation: Replacement Cost

See attached Property Schedule

Limit: _____

Annual Premium: _____

Valuation Basis: _____

ACV will be considered.

Exact name of Insurer (not company group or wholesaler)

_____

Company's General Policyholder's Rating and Financial Rating as published by A.M. Best.

_____

Deviations from Specifications

Please describe coverage deviations, restrictions, and modifications, not outlined in your answers above or provided any other information you feel is appropriate and will clarify the proposal or benefit Hidalgo County.

ADDITIONAL SPECIFICATIONS/REQUIREMENTS:

Hidalgo County is requesting to include fee proposal for "Third Party Administration Services" to be included in proposal. Third Party Administration Services and/or Claims Adjuster Fees will be reimbursed for payment through the awarded vendor submitting proposal.

EXHIBIT B
SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR PROPOSAL

"PROPERTY AND CASUALTY INSURANCE"
(Including Third Party Administration Services)

RFP EVALUATION/SELECTION CRITERIA

Hidalgo County will conduct a comprehensive evaluation of all Proposals received in response to this RFP. Hidalgo County Commissioner's Court may elect to conduct evaluations or establish a Scoring/Grading Committee to perform such evaluations. Each Proposal received will be analyzed to determine overall responsiveness and qualifications under the RFP.

1.	Responsiveness to Request for Proposal a. Requested information included and thoroughness of response. b. Understanding and acceptance of the scope of insurance coverage and services. c. Acceptance of the RFP and Contract requirements. d. Clarity and conciseness of the response.	**15 Points**
2.	Economic evaluation of the Proposed Fee Schedule	**60 Points**
3.	Capability to provide the services requested. a. Background of Proposer and support personnel, including Professional qualifications and length of time working in Proposers capacity. b. Relevant experience of Proposer. c. Specific experience with public entity clients, especially governments including problems experienced with those clients and Proposers solutions. d. Other resources, including total number of employees. e. References with contact names and telephone numbers.	**25 Points**
	Total Points	**100 Points**

RFP EVALUATION/SELECTION CRITERIAFORM

	Selection Criteria	Points	Score
1.	Responsiveness to Request for Proposal a. Requested information included and thoroughness of response. b. Understanding and acceptance of the scope of insurance coverage and services. c. Acceptance of the RFP and Contract requirements. d. Clarity and conciseness of the response.	**0-15**	_____
2.	Economic evaluation of the Proposed Fee Schedule	**0-60**	_____
3.	Capability to provide the services requested. a. Background of Proposer and support personnel, including Professional qualifications and length of time working in Proposers capacity. b. Relevant experience of Proposer. c. Specific experience with public entity clients, especially governments including problems experienced with those clients and Proposers solutions. d. Other resources, including total number of employees. e. References with contact names and telephone numbers.	**0-25**	_____
	Total	**100 Points**	_____

Provider: _____

Evaluator: _____ Date: _____

Comments: _____

_____

_____

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** Yes No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–		

or

Employer identification number
			–					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently 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)

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

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 award of project by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

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

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTEREST, AND ANTI-LOBBYING FOR
"PROPERTY AND CASUALTY INSURANCE"
(Including Third Party Administration Services)
RFP NO.: 2010-195-09-22-YSI

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20_____

Hidalgo County
"Property and Casualty Insurance Policies"
(Including Third Party Administration Services)
Exhibits - Table of Contents (In CD)
RFP NO: 2010-195-09-22-YSI

EXHIBITS:

1. Loss Runs:
   - Auto and General Liability
   - Chubb Property
   - Ace XS Liability Loss
   - TAC

2. Application For Clinics-Professional Liability Information:
   - Adult Detention Facility
   - Health and Human Services Department
   - WIC Department

3. Property, Buildings, Vehicles & Heavy Equipment:
   - Heavy Equipment List
   - Hidalgo County Property
   - Hidalgo County Vehicle List
   - Specific Locations For Flood

4. Public Officials:
   - County Clerk Indemnity Form
   - District Clerk Indemnity Form

5. Underwriting Application Forms:
   - Public Entity
   - Public Management
   - Automobile General and Physical Damage
   - General Liability Exposure
   - Property, Inland Marine and Equipment
   - Loss Control Assessment
   - Supplemental Applications

6. Crime Policy Application Form

7. Difference In Conditions:
   - Corporate Kidnap And Extortion Application Form
   - Exporters Application Form

8. Law Enforcement Liability

9. Mexico Coverage
   - Scheduled Units

10. Storage Tank Liability

11. Cyber Liability

12. For 2011 Budget, please go to Hidalgo County's Website @: www.co.hidalgo.tx.us

HIDALGO COUNTY PROPERTY & CASUALTY INSURANCE				Price Difference + -
2013-2014 Coverage Summary			2014-2015 Coverage Summary	
Type Of Coverage		**Premium/Fees**	**Premium/Fees**	
Commercial Property/Boiler Machinery- Terrorism Included	Chubb-Federal Insurance	$583,000.00	$746,228.00	+ **$163,228.00**
Wind/Hail Deductible Buy Back	Landmark America Insurance	$99,114.00	$99,114.00	**0**
Differences In Conditions/ Kidnap/Extortion	Ace American Insurance	$10,000.00	$10,000.00	**0**
Medical Malpractice Liability	Evanston Insurance	$101,487.00	$119,572.00	+ **$18,085.00**
Errors/Omissions District Clerk	Certain Underwriters @Lloyds	$8,454.00	$8,454.00	**0**
Errors/Omissions County Clerk	Certain Underwriters @Lloyds	$6,178.00	$6,178.00	**0**
Pollution Liability	Illinois Union	$4,400.00	$4,600.00	+ **$200.00**
Automobile-Mexico	Grupo Nacional Provincial	$2,350.00	$2,350.00	**0**
Third Party Administration	TriStar	$48,000.00	$48,000.00	**0**
Public Entity Casualty Package – Includes: Auto Liability General Liability Catastrophic Auto Physical Damage Law Enforcement Public Officials Crime	Munich Princeton ACE	$1,490,169.00	$1,546,233.00	+ **$56,064.00**
TOTAL PREMIUM		**$2,353,152.00**	**$2,590,729.00**	+ **$237,577.00**

MONTALVO INSURANCE AGENCY

TEL. (956) 968-5521 • FAX (956) 969-9198

Hidalgo County
PO Box 1356
Edinburg, TX 78540

12/5/2013

INVOICE

Term: 01/01/2014 – 01/01/2015

Company	Line of Business	Coverage Limit	SIR/Deductible	Projected Premium/Fees
Chubb –Federal Ins	Property/Boiler Machinery	$290,653,253	$25,000 2% Wind/Hail	**$746,228.00**
Landmark American	Wind/Hail Deductible Buyback	$269,688,340	$50,000	**$99,114.00**
Munich – Princeton	General Liability	1,000,000/2,000,000	$100,000	**$1,546,233.00**
Munich – Princeton	Auto Liability	1,000,000	$100,000	Included Above
Munich – Princeton	Catastrophic Auto Physical Damage	1,000,000	$100,000	Included Above
Munich – Princeton	Public Officials	2,000,000/2,000,000	$100,000	Included Above
Munich – Princeton	Law Enforcement	1,000,000/2,000,000	$100,000	Included Above
ACE	Crime	500,000	$ 35,000	Included Above
Ace American	Differences in Conditions	1,000,000		**$10,000.00**
Ace American	Kidnap/Extortion	Various	Various	Included Above
Grupo Nacional Provincial	Mexico Automobile	300,000 5,000/25,000	$1,000/$500	**$2,350.00**
Illinois Union	Pollution Liability	2,000,000/4,000,000	$5,000	**$4,600.00**
Evanston Insurance	Medical Malpractice Liability	1,000,000/3,000,000	$25,000	**$119,572.00**
Certain Underwriters @ Lloyds	Errors/Omissions District Clerk	700,000/700,000	$1,000	**$8,454.00**
Certain Underwriters @ Lloyds	Errors/Omissions County Clerk	500,000/500,000	$1,500	**$6,178.00**
TriStar	Third Party Administration			**$48,000.00**
TOTAL PREMIUM				**$2,590,729.00**

The premium has been determined upon the auto, equipment and property schedule along with other underwriting information received. A premium adjustment will be made for any additional vehicles, equipment and increase in property values or other increase in exposure. The premium indicated does include fees.

Payment due upon receipt.
Thank you for your business!

AI-42099 **Closed Session 20. H.**

CC REGULAR

Meeting Date: 12/10/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Subrogation Claim Against Noe Vela-Castillo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/04/2013 05:01 PM
Purchasing Department	Monica Badillo	12/06/2013 04:57 PM

Form Started By: Monica Badillo Started On: 12/04/2013

Final Approval Date: 12/06/2013

AI-42148 **Closed Session 20. I.**

CC REGULAR

Meeting Date: 12/10/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Elda Martinez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/06/2013 01:53 PM
Purchasing Department	Monica Badillo	12/06/2013 04:57 PM

Form Started By: Aida Alvarez Started On: 12/06/2013 01:23 PM

Final Approval Date: 12/06/2013

AI-42064 **Open Session 21. C.**

CC REGULAR

Meeting Date: 12/10/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-6392-13-I; San Juanita Saldana, et al v. Hidalgo County and Hidalgo County Elections Administrator

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/04/2013 01:24 PM
Purchasing Department	Monica Badillo	12/06/2013 04:57 PM

Form Started By: Monica Badillo Started On: 12/04/2013

Final Approval Date: 12/06/2013

AI-42129 **Open Session 21. D.**

CC REGULAR

Meeting Date: 12/10/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-2135-13-E; Esperanza G. Garcia v. Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/05/2013 03:45 PM
Purchasing Department	Monica Badillo	12/06/2013 04:57 PM

Form Started By: Monica Badillo Started On: 12/05/2013 03:33 PM

Final Approval Date: 12/06/2013

AI-42132 **Open Session 21. E.**

CC REGULAR

Meeting Date: 12/10/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2014-00350; Eugenia Andrade

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/05/2013 04:19 PM
Purchasing Department	Monica Badillo	12/06/2013 04:57 PM

Form Started By: Monica Badillo Started On: 12/05/2013 03:55 PM

Final Approval Date: 12/06/2013

AI-42098 **Open Session 21. F.**

CC REGULAR

Meeting Date: 12/10/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-1989-12-B Domingo Gonzalez v. County of Hidalgo, in the 93rd Judicial District Court of Hidalgo County, Texas

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/04/2013 04:58 PM
Purchasing Department	Monica Badillo	12/06/2013 04:57 PM

Form Started By: Monica Badillo Started On: 12/04/2013

Final Approval Date: 12/06/2013

AI-42025 **Open Session 21. G.**

CC REGULAR

Meeting Date: 12/10/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Subrogation Claim Against Erasmo Luna

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/02/2013 02:21 PM
Purchasing Department	Monica Badillo	12/06/2013 04:57 PM

Form Started By: Monica Badillo Started On: 11/27/2013 01:48 PM

Final Approval Date: 12/06/2013

AI-42100 **Open Session 21. H.**

CC REGULAR

Meeting Date: 12/10/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Subrogation Claim Against Noe Vela-Castillo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/04/2013 05:01 PM
Purchasing Department	Monica Badillo	12/06/2013 04:57 PM

Form Started By: Monica Badillo Started On: 12/04/2013

Final Approval Date: 12/06/2013

AI-42149 **Open Session 21. I.**

CC REGULAR

Meeting Date: 12/10/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Elda Martinez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/06/2013 01:53 PM
Purchasing Department	Monica Badillo	12/06/2013 04:57 PM

Form Started By: Aida Alvarez Started On: 12/06/2013 01:26 PM

Final Approval Date: 12/06/2013